



**GENERAL TERMS AND CONDITIONS FOR HARBOUR DUES
FOR PROFESSIONAL NAVIGATION HAVENBEDRIJF
AMSTERDAM N.V. & MUNICIPALITY OF ZAASTAD 2019**

These General Terms and Conditions for Harbour Dues issued by Havenbedrijf Amsterdam N.V. and the Municipality of Zaanstad are filed with the Chamber of Commerce in the Netherlands.

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I GENERAL INFORMATION**Article 1 Definitions**

Cargo: all goods, packaging materials, containers, trailers and lighter aboard ships offloaded by and loaded onto a vessel, excluding Mafi Trailers, any carry-on baggage belonging to the vessel's passengers, ballast, fuel, provisions and other shipping supplies intended for use on the vessel, along with any hazardous substances as specified in the *Wet voorkoming verontreiniging door schepen* [Dutch Prevention of Pollution from Ships Act];

Cargo ship: inland vessel used primarily for the transport of cargo (goods);

Carrying capacity: the difference, expressed in tonnes, between the vessel's passage through freshwater at the maximum permitted depth and that of the empty vessel, as specified in the Certificate of Tonnage [*meetbrief*];

Certificate of Tonnage: the document specified in the *Meetbrievenwet* [Certificate of Tonnage Act];

Container: standardised metal unit used for the transport of goods;

Client: natural person or legal entity using their vessel in the Harbour Waters, or procuring any other services from Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad, including, but not limited to, the vessel operator (skipper), shipping company, vessel owner, individual to whom the vessel has been entrusted, agent, and the person who, as the representative of the above-mentioned individuals, has taken preparatory measures in relation to Havenbedrijf Amsterdam N.V. in connection with the use or procurement of services;

Floating object: floating device used for the transshipment of cargo or to perform technical work for the purpose of shipping;

Harbour Waters: the IJ lake and North Sea Canal and all waters and port basins leading into these bodies of water, up to the demarcation indicated on the map attached to these General Terms and Conditions (Appendix I);

Hazardous-cargo vessel: cargo vessel transporting hazardous substances and recognisable during the daytime by 1, 2 or 3 blue pins and by 1, 2 or 3 blue lights at night;

Inland vessel: a vessel used primarily for, and intended for, the local, interurban or international professional transport of goods on water, which is governed by the *Binnenvaartwet* [Inland Waterways Act];

Inland waterways: Public waters not forming part of the Harbour Waters;

Passage: uninterrupted one-way journey through Amsterdam using one of the main waterways (IJ, Amsterdam Rhine Canal and North Sea Channel) and/or a passage through Zijkanaal G and the De Zaan river without utilising any Services);

Pleasure craft: vessel (not including passenger ships) designed for sporting or recreational purposes.

Ocean-going vessel: any ship suited for or used for offshore passage, as defined in the *Schepenwet* [Dutch Merchant Shipping Act], along with any vessel which, due to its demolition or intended demolition, is no longer used for offshore passage or for which offshore passage is no longer a purpose;

Passenger ship: vessel used for professional passenger transport and berthed in harbour waters;

Period (period of stay): a period of time specified in the table of tariffs in which the chargeable event occurs, where the following terms are defined as follows:

- a. One week: a consecutive period of 7 times 24 hours;
- b. 2 weeks: a consecutive period of 14 times 24 hours;
- c. 4 weeks: a consecutive period of 28 times 24 hours;
- d. One year: one calendar year (1 January to 31 December)

Public Waters: any waters located within the municipal boundaries which are accessible for navigation by the public or otherwise accessible, with or without any limitations;

Services: the provision, for use by a vessel, of the Harbour Waters or other works or facilities (berths and other facilities) intended for public service and managed or maintained by Havenbedrijf Amsterdam N.V. or the Municipality of Zaanstad or by a natural person or legal entity performing these duties on behalf of Havenbedrijf Amsterdam N.V.

and/or the Municipality of Zaanstad or the provision of services in Harbour Waters by or on behalf of Havenbedrijf Amsterdam N.V. or the Municipality of Zaanstad;

Ship: any vessel (not including pleasure craft), including vessels not used for passage across water and water aircrafts, effectively used as or suited as a means of transport on water. 'Ship' here also includes floating devices such as cranes, production platforms, floating cranes, dredgers, pontoons or similar equipment;

Skipper: the person who effectively operates an inland navigation vessel;

Surface area: overall length multiplied by the greatest width, as specified in the Certificate of Tonnage, expressed in square metres;

Table: the table of tariffs appended to these General Terms and Conditions (Appendix II);

TEU (Twenty Foot Equivalent Unit): international unit to indicate a container's measurements;

Tonne: metric unit of mass equal to 1,000 kilograms;

Vessel: floating structure which, on account of its buoyancy, is used for or suited for the carriage or transport of persons or goods across water, or to carry or transport objects which may or may not form a single entity with the floating structure.

Article 2 Applicability

- 2.1 These General Terms and Conditions govern any and all contracts and agreements under which Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad provides services to the Client, as well as any and all offers and proposals made or issued by Havenbedrijf Amsterdam N.V. and/or the

Municipality of Zaanstad for the provision of the above-mentioned Services, unless otherwise agreed by the parties.

- 2.2 Unless expressly otherwise agreed in writing, Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad expressly dismisses the applicability of the General Terms and Conditions of the Client.
- 2.3 Any amendments to and/or departures from the provisions of these General Terms and Conditions will only be binding on Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad if and to the extent that Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad has expressly accepted the amendments and/or departures in writing.

Article 3 Negotiation of the contract and joint and several liability

- 3.1 A contract between Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad and the Client will be deemed to be in place if and when:
 - (I) Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad has expressly accepted an order or project from the Client in writing;
 - (II) the Client submits details in accordance with Article 10 of these General Terms and Conditions; or
 - (III) from the time the Client effectively makes use of the Services provided by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad.
- 3.2 The individuals specified as Clients in Article 1 of these General Terms and Conditions will be regarded as joint and several debtors with regard to compliance with any and all obligations on the part of the Client towards Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad.
- 3.3. The Agreement is subject to the General Terms and Conditions applicable at the time of the negotiation of the agreement. This does not apply to the tariffs, discounts, and any surcharges or mark-ups based on which the Inland Harbour Dues payable by the Client are calculated. The Agreement is subject to the tariffs and discounts applicable at the time when the Client purchases the Services.

Article 4 Provision of the Services/Requirement to pay Harbour Dues

- 4.1 If a Client operating a Vessel procures Services from Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad, it will be liable to pay Harbour Dues for such Services to Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad.
- 4.2 The Client will be required to pay the Harbour Dues when it begins using the Services.
- 4.3 'Services' within the meaning of these General Terms and Conditions does not include the exercise of duties of a public nature on the part of Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad, unless either the former or the latter performs such activities under the same legal terms and conditions as private economic subjects.
- 4.4 Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will be authorised to provide the Services specified in these General Terms and Conditions at its discretion.

- 4.5 Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will attempt, to the best of its ability, to perform the Services with due care.
- 4.6 If Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad rules that it is necessary to do so, either party will be authorised, in providing the Services, to use goods and resources other than those agreed between the parties, or to engage the services of third parties, provided that this does not adversely affect the quality of the service(s) as a whole.
- 4.7 The Client hereby accepts that circumstances such as those specified in Article 4.6, as well as any unforeseen circumstances – including a shortage of berths – could potentially affect the agreed or accepted time at which the Services will be completed.
- 4.8 The Client will, at all times, provide any and all data and information required by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad required for the proper provision of the Services, and will cooperate fully in doing so.
- 4.9 If the Client fails to provide the required data and information referred to in Article 4.8 to Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad, or fails to do so in a timely manner, Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will, in any event, be authorised to suspend the provision of the Services.

II HARBOUR DUES

Article 5 Tariffs applicable to Harbour Dues

- 5.1 The Harbour Dues payable by the Client will be calculated based on the tariffs for Harbour Dues, which are included in the General Terms and Conditions appended to these General Terms and Conditions as Appendix II. The transport of containers is also subject to the tariff stated in Appendix II.
- 5.2 The criterion for the calculation of the tariffs for Ships is the carrying capacity of the Vessel or the size of same.
- 5.3 If the Customer chooses the container tariff, the provisions of Article 7.3 apply.
- 5.4 The Table contained in Appendix II shows which criterion applies to what type of Vessel.

Article 6 Calculation of Harbour Dues

- 6.1 The Harbour Waters are deemed to constitute a single entity for the purpose of calculating and collecting Harbour Dues.

Article 7 Terms and containers

- 7.1. When submitting a statement, the Customer must choose one of the following Periods:
 - a. One week, commencing on the date on which the Services are first used;
 - b. Two weeks, commencing on the date on which the Services are first used;
 - c. Four weeks, commencing on the date on which the Services are first used;
 - d. One year: one calendar year (running from 1 January to 31 December)

- 7.2 In order to determine the Period, the user must choose:
1. a commencement time, and
 2. one of the Periods specified in Article 7.1.
- 7.3 Contrary to the provisions of Article 7.1, Customers who transport containers can opt for the regular tariff or the tariff per TEU instead of opting for a tariff based on the system of terms provided for in Article 7.1. If a statement is submitted per TEU, a maximum duration of 24 hours applies.

Article 8 Exemption and dispensation

- 8.1 The following vessels are not liable for Inland Harbour Dues for use of the Harbour Waters and any Services procured in connection with such use:
- a. Vessels owned by the municipal, national or provincial government for the purpose of performing public duties;
 - b. Rescue vessels owned and operated by the Royal Netherlands Sea Rescue Institution;
 - c. Vessels in Transit,;
 - d. Vessels loading drinking water or refuelling at water loading/fuelling stations recognised by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad;
 - e. Vessels moored at berths, ship repair facilities or private marinas recognised by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad;
 - f. Vessels loading a car aboard a vessel or unloading it from the vessel at a car landing place designated by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad;
 - g. Vessels subject to port charges.
 - h. Historical vessels listed in the Register of the Netherlands Federation for Maritime Heritage (Federatie Varend Nederland) and for which a lease has been signed with the Municipality of Zaanstad.
- 8.2 The following vessels are not liable for Inland Harbour Dues for use of the Harbour Waters and any Services procured in connection with such use, provided Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad has been notified:
- a. Vessels which, in compliance with the transit times and rest periods stipulated under Dutch law, are berthed in locations designated for this purpose by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad (see Appendix I) during the time required in order to comply with such compulsory transit times and rest periods;
 - b. Training ships used for the purpose of navigation on the Rhine, inland navigation, the Navy or commercial shipping;
 - c. Tugboats with pushed vessels or a side-by-side formation for the linking and unlinking of pushed barges, which are subsequently transported to their destination outside Amsterdam, subject to a maximum duration of two hours and only at the mouth of the West Harbour [Westhaven; also known as the ADM Harbour];
 - d. Vessels about which Havenbedrijf Amsterdam N.V. has ruled that they primarily serve a social function and that this function warrants an exemption from the obligation to pay Inland Harbour Dues, provided that Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad has been notified in advance.

Article 9 Discounts and refunds

- 9.1 Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad may decide at any time that specific types of vessels are eligible for a discount to be specified on the amount payable. This entails the addition of specific discounts, as specified in Appendix II.
- 9.2 Clients can apply for refunds on their annual subscriptions if their Ship/Vessel is sold and the required proof has been submitted to Havenbedrijf Amsterdam N.V.

Article 10 Submission of details

- 10.1 The Client shall, within 28 days of commencing use of the Services, submit the information (statement) necessary to allow the level of the inland harbour dues to be determined and details of the Client who is to be invoiced, on the understanding that in the case of submission before commencing use of the Services or after fourteen days of commencing use of the Services, the provisions laid down in Article 10.2 shall apply.
- 10.2 If details are submitted prior to commencing use of the Services for a period of one week, two weeks or four weeks, or a statement submitted per TEU, the Client has the right to a discount in respect of the tariff of the inland harbour dues at the percentage tariff as set out in Annex II.
If details are submitted after fourteen days but within 28 days of commencing use of the Services, for a period of one week, two weeks, four weeks, or a statement submitted per TEU, the Client shall pay a surcharge over and above the inland harbour dues at the percentage tariff as set out in Annex II.
- 10.3 This provision also applies to notifications defined in Article 8.2.
- 10.4 If the Client submits statements for multiple visits and opts for a longer period, the foregoing applies to the first visit.
- 10.5 When submitting the statements, the Client shall use a web form provided by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad. If the Client reserves a berth in advance, the final allocation of the berth applies as a statement of the details for the Inland Harbour Dues.
- 10.6 For extended stays in Harbour Waters, at the end of the period reported, the use of the Services specified in Article 4 recommence and the Client will be required to pay for a new period.
- 10.7 The Client must at all times be able to demonstrate in writing the accuracy of the details provided in the statement. If so requested by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad, the Client will provide access to, or provide a copy of, any and all documents relevant to the Harbour Dues in relation to the details reported. If the Client fails to provide full access or provide a copy of said documents, the tariff will be calculated in accordance with the provisions of Article 12 of these General Terms and Conditions.

Article 11 Invoicing and payment of Harbour Dues

- 11.1 Havenbedrijf Amsterdam B.V. charges and collects the Inland Harbour Dues.
- 11.2 The Client shall pay the Inland Harbour Dues after making the notification specified in Article 10 of these General Terms and Conditions, following receipt of an invoice.
- 11.3 The Client shall pay the invoice within 14 (fourteen) calendar days of the invoice date.
- 11.4 Payment may also be made by direct debit, in which case the invoice amount is debited 28 (twenty-eight) days after the invoice date. Clients who choose to pay by direct debit are eligible for a discount; the direct debit discount tariff is specified in Appendix II.
- 11.5 Any disputes between Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad and the Client do not entitle the Client to suspend payment.

Article 12 Failure to submit a statement or submission of an incorrect statement

- 12.1 If the Client has neglected to submit the statement, has failed to do so in time or has failed to pay the correct amount due to having submitted an incomplete or inaccurate statement, the owner of the Ship will be notified. Besides the tariff payable, the Client will then be liable to pay the surcharge specified in Appendix II.
- 12.2 If the Client has established that it has underpaid or overpaid as a result of having submitted an inaccurate statement, it shall immediately notify Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad in writing. In doing so, the Client is required to enclose all the documents which demonstrate the inaccuracy of the initial or supplemental statement. Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad must have received any notifications within three months of the invoice date. Once this period has expired, the Client will be deemed to have agreed to the amount of the Harbour Dues.
- 12.3 If Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad establishes that the amount in dues paid by the Client is too low or too high, Havenbedrijf Amsterdam N.V. will settle with the Client by sending an invoice or credit note, to be determined at its discretion.

Article 13 Charges and interest

- 13.1 If the Client neglects to pay the Harbour Dues in time, it will be in default by operation of law, and Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will be entitled to deduct interest pursuant to Section 119a of Book 6 of the Dutch Civil Code from the full amount payable or the portion thereof which has not been paid in a timely manner, counting from the maturity date.
- 13.2 Any and all out-of-court costs (including any bailiffs' charges and fees) incurred by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad in relation to the recovery of the amounts payable by the Client but not paid in a timely manner, will be borne by the Client.

III OTHER GENERAL PROVISIONS

Article 14 Berths

- 14.1 Access to the Harbour Waters does not automatically entitle the Client to a berth in these Waters. Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will remain entitled at any time to refuse to grant a berth to any party at its discretion.

Article 15 Table of tariffs

- 15.1 Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will be entitled to change the tariffs shown in the table of tariffs at any time.
- 15.2 The tariffs shown in the table of tariffs are exclusive of value-added tax (VAT).

Article 16 Liability

- 16.1 The liability of Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad which may arise as a result of any activity relating to the services specified in Article 4, on the part of Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad or any individual for whom it is liable under the law, will not exceed the amount to be paid by Havenbedrijf Amsterdam N.V. or the Municipality of Zaanstad's insurance company to Havenbedrijf Amsterdam N.V. or the Municipality of Zaanstad, respectively.
- 16.2 If Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad's insurance company, for any reason whatsoever, fails to make payment to Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad or if the loss or damage is not covered by Havenbedrijf Amsterdam N.V.'s or the Municipality of Zaanstad's insurance policy, the liability of Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will, in any event, not exceed an amount of € 500 (five hundred euros) per loss event or incident. A series of related loss events or incidents will be deemed to be a single loss event/incident.
- 16.3 Any liability for lost profit or reduced revenues, along with any other indirect and consequential loss, is excluded.
- 16.4 The provisions of this article do not apply if and to the extent that the loss or damage is the result of gross negligence or wilful misconduct on the part of Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad.

Article 17 Force majeure

- 17.1 If Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad fails to comply with any of its obligations to the Client, such failure cannot be attributed to Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad, and the latter will therefore not be in default if it is obstructed in this obligation, or if this obligation is rendered impossible by, a circumstance (unforeseen or otherwise) outside the control of Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad Such

circumstances include, in any event, without being limited to, war, terrorism, occupation, government measures of any kind whatsoever, natural disasters, fire, explosion, exceptionally inclement weather conditions, blockades, industrial action, a shortage of berthing facilities, technical malfunction affecting the sea locks at IJmuiden, and any other circumstance which could not reasonably have been foreseen by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad and which is outside its control.

- 17.2 In the event of force majeure, Havenbedrijf Amsterdam N.V. or the Municipality of Zaanstad will be authorised to suspend fulfilment of its obligations until this no longer interferes with compliance. If the force majeure event lasts longer than one month, both Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad and the Client will be entitled to rescind all or part of the contract without being liable to pay any compensation.

Article 18 Indemnification

- 18.1 The Client indemnifies Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad against any claims of any nature whatsoever brought by third parties who claim to have suffered loss or damage as a result of the use of the Harbour Waters or as a result of the services provided to the Client by Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad

Article 19 Suspension and rescission

- 19.1 If the Client fails to comply with any obligation to Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad, as well as in the event of bankruptcy, a moratorium, or a suspension of the Client's business operations, Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will be authorised, without any intervention by the courts and without being required to pay any compensation to the Client whatsoever, to suspend all or part of its services (to be determined at its discretion) for a definite or indefinite period or to rescind the contract in question for the portion which has not yet been fulfilled, by means of a written notification to the Client, without prejudice to any other rights to which it may be entitled.
- 19.2 In the event the contract is rescinded on the grounds specified in Article 19.1, any claim on the part of Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will be immediately due and payable in full.

Article 20 Removal of a Ship

- 20.1 If the Client fails to fulfil its obligations or fails to do so in a timely manner, Havenbedrijf Amsterdam N.V. and/or the Municipality of Zaanstad will be authorised to remove the Client's Ship at the Client's expense (or arrange for a third party to do so on its behalf), at the Client's risk and expense and notwithstanding Havenbedrijf Amsterdam N.V. or the Municipality of Zaanstad's right to fulfilment of any and all of the Client's previous debts.

Article 21 Applicable law and disputes

- 21.1 Any and all rights, obligations and disputes arising from these General Terms and Conditions are governed exclusively by Dutch law.

- 21.2 Any and all disputes which may arise in connection with these General Terms and Conditions or any contracts or agreements between the parties arising therefrom will be settled exclusively by the competent court in the District of Amsterdam.

Article 22 Invalidity of one or more provisions

- 22.1 The invalidity of any provision contained in the contract or these General Terms and Conditions will not affect the other provisions of this contract or these General Terms and Conditions.
- 22.2 If and to the extent that any provision of the contract or of these General Terms and Conditions must be deemed to be unreasonably onerous, unacceptable or invalid, a provision will be agreed between the parties which, all circumstances considered, is acceptable to the parties and most closely matches the provision deemed to be inapplicable in such an event.

Article 23 Privacy

- 23.1 The Client agrees that Havenbedrijf Amsterdam N.V. and the Municipality of Amsterdam will process the Client's data, including any personal data, in the performance of the Agreement.

These General Terms and Conditions will enter into effect on the 1st of January 2019.