

Ports tariffs and general terms and conditions for using the ports of Terneuzen en Vlissingen **2017**

N.V. Zeeland Seaports

Introduction

In this publication, you can find a summary of the Zeeland Seaports port tariffs for 2017, valid for ocean shipping, inland shipping and usage fees.

The General Terms and Conditions and tariffs for using the ports of Terneuzen and Vlissingen of the limited liability company, NV Zeeland Seaports apply to all port tariffs.

The articles of the General Terms and Conditions relating to the port charges are listed on page 23.

The full text of the General Terms and Conditions can also be found on our website

www.zeelandseaports.nl

The tariffs are based on the geographic location in relation to the Terneuzen lock system:

In front of the locks - this covers all ports located in the area managed by Zeeland Seaports with an open connection to the Western Scheldt (Buitenhaven Vlissingen, Vlissingen-Oost, Braakmanhaven Terneuzen).

Behind the locks - this covers all ports located in the area managed by Zeeland Seaports to the south of the lock system in Terneuzen and situated in or along the Ghent-Terneuzen Canal.

There are two discount schemes to stimulate sustainable shipping, i.e. the Environmental Ship Index (ESI) discount for ocean shipping and the Green Award discount for inland shipping.

Please note: all amounts referred to in the tables are in euros and exclude VAT. Subject to printer's errors and changes.

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Ocean shipping Tariffs: Definitions

Explanation of the tariff tables for ocean shipping

Here is a brief explanation to accompany the tariff tables 1 to 6, which are valid for ocean shipping.

There is a distinction made between the areas 'Zeeland Seaports – in front of the locks' and 'Zeeland Seaports – behind the locks'.

The sea harbour dues are calculated according to the tariff stated in column A. If, for the transshipment of cargo, the composite tariff in column B turns out to be lower, then the tariff in column B is applicable.

There is a separate tariff for container ships (1.2 and 2.2). This tariff is valid when the ship is regarded as a 'container ship' or as a 'ship with TEU capacity' and containers are actually transhipped. This must always be assessed by the harbour master.

The Harbour Master will set a separate charge for special operations or projects. This charge will be in addition to the harbour dues payable.

Examples include vessels involved in incidents, submersibles, heavy lift vessels and drilling platforms. The Harbour Master will decide if a port visit is deemed to be a special operation or project.

There is a separate tariff for ships which are laid up for an extended period in the area managed by Zeeland Seaports and it commences after a period of 8 weeks. (firstly tariff 1.5 and then 4.1 and 5.3). This must always be assessed by the harbour master.

If the areas both in front of and behind the locks are visited during one call without leaving the port area, the 'Zeeland Seaports – in front of the locks' tariff is applied. The cargo for both ports is taken into account here.

Additional discount schemes

Independent of the scheme applied on the basis of the number of ship's visits, Zeeland Seaports applies 2 additional discounts. The purpose of these is to stimulate sustainable shipping.

Green Award discount

This discount is applicable to seagoing vessels which possess a Green Award certificate. The discount is 6% of the sea harbour dues and is payable on request.

See **www.greenaward.org** for more information about the Green Award discount.

A precondition for eligibility for this discount is that Zeeland Seaports must be notified in writing when the declaration of sea harbour dues is submitted, at the latest.

Environmental Ship Index discount (ESI)

This discount is applicable to seagoing vessels which have been certified on the basis of the ESI. The score attained, with a minimum of 30 points, determines the amount of discount on harbour dues the ship is ultimately granted. The following formula is used here:

$(\text{score} \times \text{score}) / 200 = \% \text{ discount}$. The maximum discount is 15%. See **www.esi.wpci.nl** for more information about the ESI discount. A precondition for eligibility for this discount is that Zeeland Seaports must be notified in writing when the declaration of sea harbour dues is submitted, at the latest.

Table 1. Non-Liner-service seagoing vessels			In front of the locks*			Behind the locks		
code	description	levy period up to	A	B		A	B	
			per BT	per BT	per tonne cargo	per BT	per BT	per tonne cargo
1.1	General tariff	4 weeks	0.898	0.323	0.526	0.719	0.259	0.420
1.2	Container ship	1 week	0.593	0.268	0.436	0.474	0.215	0.349
1.3	Roll-on/Roll-off ship, LASH ship, or reefer ship + TEU	1 week	0.449	0.243	0.394	0.359	0.194	0.315
1.4	Roll-on/Roll-off ship, if the deadweight tonnage is less than 65% of the GT	1 week	0.225	0.121	0.526	0.180	0.097	0.420
1.5	Seagoing vessel if no cargo is transhipped	2 days	0.189	-	-	0.151	-	-
		4 weeks	0.296	-	-	0.237	-	-

*In 2017, ships calling at the Braakmanhaven will receive 7% discount on the stated tariffs.

Generally speaking, non-liner services make less use of the port than ships operating a liner service. This is expressed in the tariffs. If non-liner services do make frequent use of the port, a discount arrangement is possible (see table 3). For the application of such an arrangement, certain criteria have been included in the General Terms and Conditions. For certain types of ship, the time needed for loading and unloading is shorter, so that less intensive use is made of the port. A different period is included for this in the table.

Vessels berthed in the port for an uninterrupted period of more than 4 weeks will be billed per 4 weeks.

Table 2. Liner-service seagoing vessels			In front of the locks*			Behind the locks		
code	description	levy period up to	A	B		A	B	
			per BT	per BT	per tonne cargo	per BT	per BT	per tonne cargo
2.1	General tariff	4 weeks	0.562	0.323	0.503	0.449	0.259	0.403
2.2	Container ship	1 week	0.371	0.213	0.332	0.296	0.171	0.266
2.3	Roll-on/Roll-off ship, LASH ship, or reefer ship + TEU	1 week	0.281	0.162	0.252	0.225	0.129	0.201
2.4	Roll-on/Roll-off ship, if deadweight tonnage is less than 65% of the GT	1 week	0.140	0.081	0.503	0.112	0.065	0.403

* In 2017, ships calling at the Braakmanhaven will receive 7% discount on the stated tariffs.

Table 3. Discount scheme

number of calls	per	discount %
4	calendar quarter	5%
5 - 6	calendar quarter	10%
7 - 13	calendar quarter	15%
14 - 26	calendar quarter	20%
27 - 39	calendar quarter	25%
40 - 52	calendar quarter	30%
53 - 65	calendar quarter	35%
66 - 78	calendar quarter	40%
79 - 91	calendar quarter	45%
92 and >	calendar quarter	50%

The discount scheme is calculated per calendar quarter in retrospect, with a credit note being sent if appropriate. The discount scheme is applicable to both liner and non-liner services. For more information please consult the General Conditions article 14 and 15.

Table 4. Breach of levy period, quay fees and buoyage

code	description	levy period up to	unit	per unit	
				in front of the locks	behind the locks
4.1	If the levy period for the rates listed in tariff tables 1 and 2 is exceeded	4 weeks	GT	0.296	0.237
4.2	Surcharge for use of other berths, including quays and jetties	1 day	metres of ship's length	1.593	0.796
4.3	Surcharge for use of mooring buoys with a minimum of €100 and a maximum of €300 per day	1 day	GT	0.017	-

Table 4 states the tariffs which apply if the period is extended, as can be seen from tables 1 and 2, insofar as such an extension is possible on operational grounds, in the opinion of the harbour master. In addition, surcharges are included for the use of the buoy berths and the other moorings, such as quay walls, jetties, ro/ro installations, etc.

Vessels berthed in the port for an uninterrupted period of more than 4 weeks will be billed per 4 weeks.

Table 5. Special tariffs and surcharges

code	description	levy period up to	unit	per unit	
				in front of the locks	behind the locks
5.1	Surcharge to the tariff tables 1 and 2 for passengers who are being carried for payment	1 week	passenger	1.771	1.771
5.2	Surcharge for use of fenders:				
	• small	per day	piece	100.00	100.00
	• big	per day	piece	300.00	300.00
5.3	Lay-up tariff	4 weeks	GT	1.347	1.347

Table 6. Port reception facilities

As Dutch and Belgian seaports want to harmonise their collection policy and procedures in the coming years, the decision was made to apply the same tariff structure with respect to port reception facilities.

$$\text{Levy} = A + (\text{GT} \times f)$$

Whereby:

A = this is a fixed sum, set for 2017 at € 100

GT = the ship's Gross Tonnage

f = conversion factor for 2017 set at 0.019

$$\text{Levy on port reception facilities 2017} = \text{€ } 100 + (\text{GT} \times 0.019)$$

The maximum levy is set at: € 600

Inland shipping

Table 7. Tariffs for inland shipping

code	type of ship	levy yardstick	levy period up to	per unit	
				In front of the locks*	behind the locks
7.1	cargo ship	tonnage	7 days	0.087	0.065
7.2	ships not destined to carry goods; ships with unknown tonnage	m ² surface area	7 days	0.087	0.065
7.3	container ship	tonnage	1 day	0.044	0.033
7.4	a cargo ship if no cargo is transhipped	tonnage	3 days	0.044	0.033

* In 2017, ships calling at the Braakmanhaven will receive 7% discount on the stated tariffs.

Per visit, a minimum rate of € 20 is charged.

The inland harbour dues for different ships are calculated in accordance with the tariffs in table 7. The minimum amount is that stated above. If a period is exceeded (levy period), the tariff for code 7.1 applies.

The container tariff is applicable to all vessels which tranship containers, with due observance of the period stated in the table.

Inland vessels with a Green Award certificate are entitled to 10% discount on harbour dues, payable on request. The Green Award Certificates for inland shipping will be obtained automatically from the Register Green Award, as of 2016. Visit www.greenaward.org for more information on the Green Award discount.

The Harbour Master will set a separate charge for special operations or projects. This charge will be in addition to the harbour dues payable. Examples include vessels involved in incidents, and special transport. The Harbour Master will decide if a port visit is deemed to be a special operation or project.

Table 8. Inland shipping subscriptions

code	type of ship	levy yardstick	levy period up to	per unit	
				in front of the locks*	behind the locks
8.1	cargo ship	tonnage	calendar quarter	0.720	0.540
			calendar year	2.449	1.837
8.2	ships not destined to carry goods; ships with unknown tonnage	m ² surface space	calendar quarter	0.720	0.540
			calendar year	2.449	1.837
8.3	container ship	tonnage	calendar quarter	0.360	0.270
			calendar year	1.225	0.918

The periods referred to in the table as 'calendar quarter' and 'calendar year' relate to a season ticket. A season ticket must be applied for in advance via the form 'Application for an inland shipping season ticket'. You can find this form on www.zeelandseaports.nl/downloads/scheepvaart

Additional tariffs

Tabel 9. Usage fees

code	for having	in, on or above				Unit	per unit	
		ground	water	quay	jetty			
1	A	objects under general tariff	●	●			m ²	5.30
	B	objects under general tariff			●	●		8.01
2	A	cables, pipes, transport pipelines, barriers					m ²	4.34
	B	fibre optic cable	●	●				2.17
3		lamps/masts/landing bollards	●	●			piece	5.98
4	A	jetties, quays, platforms, bridges and watersurfaces	●	●			m ²	8.01
	B	dolphins, mooring posts		●			piece	19.07
5	A	crane tracks and conveyor belts up to 200 m ²	●				m ²	7.45
	B	crane tracks and conveyor belts from 200 m ² to 500 m ²	●			3.67		
	C	crane tracks and conveyor belts over 500 m ²	●			1.24		
6	A	cranes, lifting gear up to 5 tonnes			●		piece	330.97
	B	cranes, lifting gear 5 to 10 tonnes			●			430.88
	C	cranes, lifting gear 10 to 15 tonnes			●			589.45
	D	cranes, lifting gear 15 to 20 tonnes			●			835.52
	E	cranes, lifting gear over 20 tonnes			●			1,160.23
	F	gantry cranes			●			1,661.00
7		entrances, access and connecting roads, parking bays	●				m ²	4.68
8		hoardings, notice boards and signposting	●	●	●	●	½ m ²	10.32
9	A	sewer connection point for rainwater drainage (minimum amount €175.00)	●				m ²	0.11
	B	sewer connection point for rainwater drainage with a minimum amount of €179,38	●				totaal	181.17
10		railway line	●				m	5.13

11	A	use of public quay seagoing vessel					day	505.00
	B	use of public quay inland vessel						252.50
12	A	Dredge plough arrival and departure					hour	308.05
	B	Ploughing of harbour seabed						308.05
13		Administration costs					Pro rata	250.00

Table 9 shows the usage fee payable by a user for a right of use as referred to in the General Terms and Conditions.

For the tariffs under 1 (A+B), monthly, weekly and daily tariffs are derived on the basis of:

- Monthly tariff: 10% of the annual tariff
- Weekly tariff: 3% of the annual tariff
- Daily tariff: 1% of the annual tariff

For tariffs under 6 (A-F), daily tariffs are derived on the basis of 10% of the annual tariff.

- The general tariff is applied in those cases not covered by table 9, points 2-10.
- For an object that is measured in terms of its surface area, the projection of the object on a horizontal plane serves as yardstick.
- With respect to all objects, the areas within or around these objects which are required and/or inaccessible and unreachable for third parties and/or reserved will also be deemed to be used.
- With respect to cables and pipelines, the strip of land which is taken up by a width measured from the middle of the distance to the adjacent pipe will be taken. If no adjacent pipes are present, a strip width of 1 metre will be used for the calculation; or a strip of 0.5 metres on one side if there is no other cable or pipe present there.
- Code 9 is measured over the surface area of sites, hardened surfaces or buildings from which rainwater comes and is carried away via a connection to the rainwater drain of Zeeland Seaports.

For the use of a public quay platform (code 11), 10% discount applies if it is used for several days in succession. The use of loading quays must be registered by means of the application form for the use of public quays, which is sent to the Port Authority of Terneuzen (Terneuzen port area) or the Port Authority of Vlissingen (Vlissingen port area).

Clarification code 12: The use of jack up vessels is at the expense and risk of the user. 'Footprints' left by jack up vessels or unevenness on the harbour floor (possibly caused by earlier use) can be levelled out on request. Tariff 12 applies here. Charges are based on actual costs. Zeeland Seaports inspects the harbour floor during its regular sounding cycle (6 times a year). This also includes sites where lifting vessels have left their imprints. A check is made on whether damage has been caused in relation to/to the quay and/or if the nautically guaranteed depth still applies. If damage caused by the jack up vessels is observed, the user will be held liable

Clarification code 13: this refers to any administrative costs which NV ZSP may incur for activities relating to the provision of user's rights.

Tabel 10 NV ZSP Tariffs for provision of services re.damage, incidents and/or hindrance

code	activity	unit	tariff
1	HOURLY RATE NV ZSP EMPLOYEES	Hour	
	Technical Administrator	Hour	€ 102
	Nautical Advisor	Hour	€ 102
	Supervisor	Hour	€ 55
	Legal Advisor	Hour	€ 155
	Depth-sounding vessel incl. crew	Day	€ 3,000
2	Assistance		
2.1	Delivery and placement of road signs		To be calculated
2.2	1000-hour light per 72 hours (including placement and removal)	72	€ 188
2.3	Oil booms per 24 hours per metre (excluding transport and positioning)	24	€ 10
2.4	Oil boom removal, adjustments, cleaning (excluding transportation)		To be calculated
3	When estimating damages, a 3% fee will be charged on the total costs of NV ZSP and third parties		

Tariffs for additional facilities

Tariffs for pilot services

Nederlands Loodswezen BV
Regio Scheldemonden
Boulevard de Ruyter 8
4381 KA Vlissingen
P: +31 (0)118 489500
F: +31 (0)118 412831
E: scheldemonden@loodswezen.nl
I: <http://scheldemonden.loodswezen.nl>

Tariffs for tug services

Multraship Towage & Salvage BV
Scheldekade 48
4531 EH Terneuzen
P: +31 (0)115 645000
F: +31 (0)115 645001
E: commercial@multraship.nl
I: www.multraship.nl

URS Nederland BV
Beneluxweg 4A
4538 AL Terneuzen
P: +31 (0)115 683200
F: +31 (0)115 683204
E: info@urs.nl
I: www.kotugsmit.eu

Tariffs for linesmen

Montis Mooring & Boat Service BV
Zeevaartweg 1-3
Postbus 1171
4530 GD Terneuzen
P: +31 (0)115 619920
F: +31 (0)115 694835
E: info@montismooring.com
I: www.montismooring.com

Verenigde Bootlieden BV
Zeevaartweg 21
Postbus 1117
4530 GC Terneuzen
P: +31 (0)115 617925
F: +31 (0)115 618141
E: info@bootlieden.nl
I: www.bootlieden.nl

Vlissingse Bootliedenwacht BV
Dongestraat 50
4388 VN Oost-Souburg
P: +31 (0)118 461349
F: +31 (0)118 460688
E: kantoor@vlbvissingen.nl
I: www.vlbvissingen.nl

Drinking water

The provision of drinking water on a number of quays in Vlissingen is implemented by the Vlissingse Bootliedenwacht BV. For the tariffs and additional information please call +31 (118) 46 13 49.

In the ports of Terneuzen and Vlissingen, it is possible to order drinking water per vessel. For the tariffs and additional information please contact the Verenigde Bootlieden on +31 (0)115 617925.

Drinking water vending machines have been installed in the ports of both Vlissingen and Terneuzen. Drinking water is available from these coin-operated vending machines for a charge of € 0.50 per 300 litres. The vending machines accept 50 eurocent coins. The port authority of Zeeland Seaports can tell you where the vending machines are located. For more information, visit our website www.zeelandseaports.nl.

Shore-based power

In the port of Terneuzen, a number of boxes for the provision of shore-based power have been installed. In line with other ports, the rate for 2017 has been set at € 0.27 per kWh, including VAT. You can find more information on the Parkline website, the company which provides this service for Zeeland Seaports: www.parkline.nl/water

Information on other tariffs

Tariffs for of ships' waste collectors

Visit our website www.zeelandseaports.nl for an up-to-date overview

General Terms and Conditions NV Zeeland Seaports

This appendix shows you the General Terms and Conditions for use of the ports of Terneuzen and Vlissingen of the public limited company N.V. Zeeland Seaports applicable with effect from 1 January 2017. They are also published on our website www.zeelandseaports.nl.

NV Zeeland Seaports was incorporated under the Joint Venture for Zeeland Seaports, the participating parties being the municipalities of Borsele, Terneuzen, Vlissingen and the province of Zeeland. Until 1 January 2011 the port areas of Terneuzen and Borsele/Vlissingen were operated through the Joint Venture. On 8 December 2010 the Executive Board of GR ZSP took the decision to privatise the company which was being operated under the Joint Venture. For this purpose the public limited company N.V. Zeeland Seaports (hereinafter referred to as NV ZSP) was incorporated and filed at the Chamber of Commerce under number 50987496.

These General Terms and Conditions relate to the use of the ports. As part of this privatisation, a number of bye-laws were revoked and replaced by schemes under private law. These are bye-laws concerning the sea harbour and inland harbour dues, the charges for port reception facilities, municipal taxes on encroachments in, on or above public land and user fees. These General Terms and Conditions embed these schemes under private law. The payments that were payable based on the replaced bye-laws remain payable, but now pursuant to schemes under private law as contained in separate chapters in these General Terms and Conditions..

These General Terms and Conditions may be referred to as the “General Terms and Conditions and charges for use of the ports of Terneuzen and Vlissingen of the public limited company N.V. Zeeland Seaports”.

General terms and conditions for the allocation of land

In addition to this section on the use of the ports, there are also General Terms and Conditions for the allocation of land in the port area of NV ZSP, which are related to the land allocation (lease and ground lease). These conditions are up-to-date at the time of printing and are also published on the website. They are divided into a general part (I), and a special part on ground lease/lease (II). For immovable property already sold and transferred, the old terms and conditions will remain applicable.

These General Terms and Conditions may be referred to as the “General Terms and Conditions for the allocation of land in the port area of the public limited company N.V. Zeeland Seaports.

Port Management Bye-Law

The port bye-law of the Joint Venture for Zeeland Seaports applies to the execution of public tasks. The Harbour Master of NV ZSP will exercise the public tasks (such as the nautical maritime tasks and enforcing order and safety in the port), and has been appointed and given his mandate for such duties by the competent authority of the Joint Venture.

In addition to his powers and tasks under public law, on behalf of NV ZSP the Harbour Master will also exercise a number of tasks under private law which are partly based on these General Terms and Conditions.

Within the port area, the prevailing Port Management Bye-Law for Zeeland Seaports (and other regulations under public law) will therefore apply, as also the General Terms and Conditions of NV Zeeland Seaports under private law, to the use of the ports of Terneuzen and Vlissingen and to the allocation of land. A further explanation of when the General Terms and Conditions of NV ZSP apply is given in the sections headed ‘Applicability’ and ‘Scope of application’.

Chapter 1 General provisions

Article 1 Definitions

For the application of these General Terms and Conditions, the terms below have the following meanings:

actual use:

The use of the port area, as described in Article 25, paragraph 1 (a to d), whereas no written approval has yet been given by NV ZSP for this use.

agreement:

The agreement between NV ZSP and the user on the basis of which the user makes use of the port area, and all related agreements.

ballast:

Solid or liquid materials – not including water for agricultural purposes, industrial use or human consumption and other goods with a commercial value – which is taken on board a seagoing vessel solely to increase the stability of the seagoing vessel or to lower its highest point above the waterline.

berth:

the occupation of a berth whereby the ship is moored alongside the quay within the port area in a direct or indirect manner. This includes the occupation of a berth alongside an adjacent ship that has already moored alongside the quay. The occupation of a berth or space in a different manner within the port area is also regarded as a berth.

bunkering:

The use made of the port area by a seagoing vessel to take on fuel for its own use.

call:

Each sailing into the port area or mooring at a berth.

captain:

The person who is in actual charge of a seagoing vessel

cargo:

all goods and packaging materials, containers, trailers, lash barges unloaded and taken on by a seagoing vessel, expressed in tonnes. For the application of the General Terms and Conditions, the following are not considered as cargo: ballast, fuel, provisions and other ship's supplies necessary for the ship's own use, as well as the hand luggage that is being transported by persons on board.

cargo capacity:

The difference expressed in tonnes between the freshwater displacement of the vessel with the greatest permissible draught and that of the empty vessel.

CEO:

The general manager of NV ZSP in his capacity as director of NV ZSP, charged with managing and representing the public limited company as referred to in Section 129.

subsection 1 and Section 130 subsection 1 of Book 2 of the Dutch Civil Code, subject to restrictions under the articles of association.

container:

A container as described in recommendation ISO688 as Series 1 freight containers of the International Organisation for Standardisation, in so far as the length is at least 6.055 metres.

container ship:

A seagoing/inland vessel, which is evidently from its construction and layout designed or used for the transportation of containers. With respect to seagoing vessels this also includes a ship or reefer ship which according to the Lloyds Register possesses container capacity.

deadweight:

The deadweight is the amount of cargo expressed in weight, which the ship can load when it is loaded to its summer freeboard mark.

entitled user:

The natural or legal person who is entitled to a user right.

fishing boat:

A seagoing vessel, solely intended and used for catching fish or other living resources from the sea.

General Terms and Conditions

The General Terms and Conditions for use of the ports of Terneuzen and Vlissingen of the public limited company NV ZSP.

gross tonne /gross tonnage:

The unit for the gross tonnage (GT) of a seagoing vessel, as referred to in the International Convention on Tonnage Measurement of Ships, London 1969 (Treaty Series 1970, nos. 122 and 194) which is evident from the tonnage certificate.

ground:

The soil, ground, underground and/or the groundwater belonging to an immovable property, with the exception of the water.

harbour master:

The official appointed and designated as such by the competent authority for carrying out the tasks and powers assigned to him, as described in the prevailing port management bye-law for Zeeland Seaports and the accompanying port regulations. The Harbour Master has also been appointed by the CEO of NV ZSP to perform certain tasks and exercise certain powers within the context of the General Terms and Conditions.

hospital ship:

A seagoing vessel or inland vessel which is intended and used solely for providing medical assistance, including the transport of wounded, sick and disabled persons.

immovable property:

An immovable property or properties as referred to in Section 3 of Book 3 of the Dutch Civil Code and, if applicable, the facilities present in or above it/them, also including:

- the site,
- the water,

- the slope,
- the quay wall; and/or,
- the jetty

in respect of which a user right has been granted.

inland harbour dues:

The payment owed by the user to NV ZSP for the use of the port with an inland vessel.

inland vessel:

A vessel, not being a seagoing vessel.

in writing

A report made to NV ZSP by fax, e-mail, letter or digitally.

Joint Venture for Zeeland Seaports:

The public body Zeeland Seaports, being a Joint Venture between the municipalities of Borsele, Terneuzen, Vlissingen and the Province of Zeeland.

lash ship:

A seagoing vessel which in view of its design is intended or used for the transport of floating containers.

List of Rates:

The list of NV ZSP port charges by type of payment. The list is updated annually and published on the website of NV ZSP.

management area:

The management area of NV ZSP as indicated in Appendix 1 to these General Terms and Conditions. This area is also referred to as the port area in these General Terms and Conditions.

Marpol:

The International Convention for the Prevention of Pollution from Ships of 1973, as amended by the accompanying Protocol of 1978, including the amendments thereto which are in force on the date on which the chargeable event takes place.

month:

The period of time, commencing on the day of a particular date of a calendar month, and ending at the end of the day prior to the day with the same date of the following calendar month.

NV ZSP:

The public limited company filed in the commercial register under the name "N.V. Zeeland Seaports" with number 50987496, which operates the port area.

oil products:

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

passenger ship:

A seagoing or inland vessel which is primarily intended or used for the commercial transport of persons.

period:

A period of time referred to in the List of Rates during which use is made of the port. This period ends when the vessel leaves the port.

port(s):

The ports and other navigable waters as well as all quays, jetties, dolphins, buoys, roads, sites and other similar works or structures which are located within the port area.

port area:

The port area is equivalent to the management area of NV ZSP.

port charges:

The amount payable for a particular use, as stated on the List of Rates.

port management bye-law

The prevailing port management bye-law of Zeeland Seaports as adopted by the Executive Board of NV ZSP.

port reception facility:

Fixed, floating or mobile facility which is suitable for the receipt of ship's waste or cargo residues.

port waste management plan:

The Plan, as referred to in Article 6 paragraph 3 of the Prevention of Pollution from Ships Act, for the receipt and processing of ship's waste and other materials as referred to in paragraph 1 of the Prevention of Pollution from Ships Act and implemented in accordance with the Decree of 23 August 2004 on general rules for port reception facilities (Port Reception Facilities Decree).

Prevention of Pollution from Ships Act:

The Prevention of Pollution from Ships Act (Wet voorkoming verontreiniging door schepen) of 14 December 1983, on rules to prevent pollution from ships, Bulletin of Acts and Decrees 1991, 663.

purpose of the port

To conduct the business of the port authority and within that context to strengthen the position of the Zeeland port and industrial complex in an international perspective, both in the short and long term.

This includes:

- to promote an effective, safe and efficient handling of shipping traffic and ensure nautical and maritime order and safety, as well as to act as the competent port authority in the Zeeland port area; and
- to develop, construct, manage and operate the port and industrial area in Zeeland in the broadest sense.

quay platform:

A strip of land immediately behind the quay wall, on which loading and unloading activities take place, which does not form part of the land leased or given on a ground lease.

quay wall:

A vertical or virtually vertical shore facility, with all the engineering structures without the adjoining paved surfaces.

roll-on/ roll-off ship:

A seagoing vessel which is primarily intended or used for the transport of cargo which is entirely or partly driven on board through one or more of the loading ramps for that purpose which form part of the fixed equipment of the vessel.

sea harbour dues:

A payment owed by the user to NV ZSP for the use of the port area with a seagoing vessel.

seagoing vessel:

1. Every vessel that is used or intended for navigation offshore as referred to in Article 1, paragraph 1 of the Shipping Act (Bulletin of Acts and Decrees 1909, 219), also including: hydrofoils, hovercrafts, submersible vessels and floating equipment, as well as installations during the period of time that they are afloat.

2. Every vessel that due to scrapping or an intended scrapping for navigation referred to under paragraph 1 is no longer used or has lost its function for such use.

seagoing vessel on a scheduled service:

A seagoing ship which operates a regular service between trades in accordance with a timetable submitted by the user, whereby:

1. the timetable must be made public and available at least four weeks before it takes effect;
2. the timetable provides information on the scheduled departures and arrivals, so that interested parties are able to deliver or collect cargo at the right time;
3. everyone can deliver cargo that will be accepted against the applicable conditions.

sea/river vessel:

A vessel which is used alternately on inland waters and within a limited area at sea, particularly the coastal waters. In respect of harbour dues, this vessel will be considered to be a seagoing vessel.

ship repair facility:

A facility, designated as such by NV ZSP, within the port area of NV ZSP, the principal state-licensed activity of which comprises the execution or enabling of repair work to ships and which possesses special berths at the facility designed and/or in use for that purpose, and that this purpose and any payment arising from it is set down in a written agreement with NV ZSP.

ship's waste:

Waste as referred to in Article 1 (p) of the Prevention of Pollution from Ships Act, as well as other harmful substances or residues from harmful substances as referred to in Article 6 paragraph 1 of the Prevention of Pollution from Ships Act.

skipper:

The person with actual command of an inland vessel.

supply ship:

A seagoing vessel intended or used for the supply and removal of persons and/or materials for drilling rigs or working vessels stationed at sea.

tanker:

A seagoing vessel which is intended or used entirely or partly for transporting liquid cargo in unpackaged form;

1. oil tanker:

A vessel that complies with the description of an oil tanker in regulation 1, point 4, of appendix 1 to Marpol 73/78;

2. double hull oil tanker:

An oil tanker with separate ballast tanks that has been built in accordance with regulation 13F, point 3, of appendix 1 of Marpol 73/78;

3. oil tanker of an alternative design:

An oil tanker with separate ballast tanks that has been built in accordance with regulation 13F, points 4 and 5, of appendix 1 to Marpol 73/78.

tonnage certificate:

A tonnage certificate as referred to in Article 24 of the Tonnage Certificates Act of 1981, and also a document in respect of inland vessels as referred to in Article 4.1 of the Inland Waterway Regulations.

tonne:

A mass of 1,000 kilograms.

tug:

A vessel that is principally used for towing or pushing or assisting other vessels.

usage fee:

The payment for the user right which the entitled user owes NV ZSP and the amount of which is evident from the List of Rates.

use of the port area:

The use of the port area in the broadest sense, including at any rate being based within the port area, loading/unloading/storing/transshipping solid or liquid goods, purchasing from or providing services to NV ZSP and/or companies established within the port area and the use of the infrastructure, which is assumed when present within the port area.

User:

The natural or legal person making use (with a ship) of the port area and/or purchasing from or supplying other services to NV ZSP (or from or to other companies established within the port area) or calling at the port for another reason, including the captain, the shipping company, the owner of the ship, the party to whom the vessel is given in use, the agent, as well as the party which (as representative of the aforementioned persons) has carried out the preparatory activities towards (the port manager of) NV ZSP to prepare for the use and/or stay of the vessel or the purchase of services.

user right:

The right of use granted by NV ZSP to the user and for which a usage fee is payable to NV ZSP. This includes but is not limited to the specific use as described in Article 25, paragraph 1 (a to d). This right is currently granted on a private-law basis upon payment of a usage fee under private law. In the past this user right was charged for through a tax or government levy.

vehicle:

Any motor vehicle as stated in Article 2 of the Motor Vehicle Tax Act of 1994, or a vehicle which is propelled by a motor vehicle or in combination with it, regardless of the weight and/or the size of the motor vehicle, the vehicle or the combination thereof.

vessel:

1. Any floating body, which because of its ability to float is used or intended for the transport by water of persons, commodities, raw materials, products and items of any nature, whether or not forming an entity with the floating body;
2. Any other floating body, such as a working or mooring raft, pontoon, timber raft, elevator, diving bell, sand pump, dredger, floating equipment, a drilling rig and any other floating facility used for the exploration and/or exploitation of oil and gas fields or the extraction of minerals offshore.

waling:

A waling is a horizontal concrete, steel or wooden beam covering the upper edge of a sheetpile wall.

warship:

A seagoing vessel belonging to the operational forces of the Royal Navy or belonging to the navy of a foreign power, over which a serviceman of the naval forces has command and which has a crew comprising wholly or partly members of the armed forces.

Zeeland Seaports:

NV ZSP.

Article 2 Area of application

2.1 These General Terms and Conditions are applicable within the port area of NV ZSP and to all agreements concluded between NV ZSP and the user.

Article 3 General Terms and Conditions: Scope of application and amendments

3.1 These General Terms and Conditions are applicable in full to all use of the port area by user.

3.2. For users who are leaseholders or lessees of immovable property, the “General Terms and Conditions for the allocation of land in the port area of the public limited company N.V. Zeeland Seaports” will be applicable.

3.3. If a scheme in these General Terms and Conditions takes the place of a bye-law, the application of which has been cancelled with the entering into force of the General Terms and Conditions, and the user, on the basis of the cancelled bye-law, already owed a usage fee or other fee to GR ZSP and such use is continued following the formation of NV ZSP, this user will owe this fee based on this new replacement scheme.

3.4. These General Terms and Conditions may be viewed on the website of NV ZSP, and a copy will be sent free of charge on request.

3.5 NV ZSP reserves the right to amend the General Terms and Conditions at any time.

3.6 If amendments are made to the General Terms and Conditions, NV ZSP will announce this beforehand in good time by means of a publication (such as in a national and a local Zeeland newspaper), referring to the new General Terms and Conditions which may be viewed on the website of NV ZSP. This publication will state when the new, or amended, General Terms and Conditions will enter into force.

3.7 If and in so far as not expressly agreed otherwise in writing, the user expressly waives the applicability of its own General Terms and Conditions, if applicable, and NV ZSP expressly rejects the applicability of the General Terms and Conditions of the user.

Article 4 Formation of the agreement

4.1 An agreement between NV ZSP and the user may be drawn up in writing or by means of the method of offer and acceptance as described in Section 217 of Book 6 of the Dutch Civil Code.

4.2 The offer of NV ZSP to conclude an agreement is deemed to be irrevocably accepted by the user if and when the user passes the ‘port area of NV ZSP’ as indicated by NV ZSP by means of signs or other designations, and/or reports to the Harbour Master or port service, or the port area of NV ZSP is being used in another manner within the meaning of these General Terms and Conditions.

Chapter 2

Use of the port area

Article 5 General

5.1 The user undertakes to use the port area with due observance of all regulations, under public law and otherwise, applicable to its use, including the prevailing Port Management Bye-Law of Zeeland Seaports.

5.2 During its use of the port area, the user is obliged to abide by the directions and instructions given by NV ZSP, its personnel including the Harbour Master and the supervisory authorities under public law or otherwise.

5.3 The user will comply fully with the conditions laid down in the agreement and these General Terms and Conditions.

5.4 The user accepts use of the property of NV ZSP, including the condition of the soil, in the state in which it is found, unless following inspection the user ascertains that it is not in a good condition and has reported this fact to the CEO in writing before use. From the moment of commencing its use, the immovable or other property will be deemed to be in good condition and the user may no longer rely on any defects. After the end of use, the user must make the property available again in good condition to NV ZSP.

Any damage to the property will be at the expense of the user.

5.5 All obligations arising from restricted rights, qualitative obligations and easements established on the immovable property to be put into use, must be complied with by the user. This also includes the enjoyment that a third party has concerning the immovable property such as the use of conduits, cables and/or pipes.

5.6 The user is not permitted to make any changes in or to the property of NV ZSP without obtaining prior written permission from the CEO. This also includes adding and/or removing vegetation and/or buildings.

5.7 The use of the port area must be such that:

- no environmental or other pollution occurs or threatens to occur;
- no nuisance, hazards or damage are caused;
- no solids, liquids and/or gases are removed and/or discharged unless this is not contrary to regulations, whether or not under public law, and NV ZSP has given its explicit written consent for this.

5.8 Various payments are payable for the use of the port area, which are mostly set out in these General Terms and Conditions.

5.9 Payments and port charges that are included in the List of Rates, but which are not set out in greater detail in these General Terms and Conditions, are nevertheless payable if the port is used for the purpose for which the payment is intended.

Article 6 Non-compliance by the user

6.1. If the user fails to comply, or fails to comply properly, with that laid down in the agreement and the General Terms and Conditions forming part of it, the user will be imputably in default towards NV ZSP in complying with its obligations. In that case, NV ZSP reserves the right to suspend its obligations.

6.2 If proper compliance is still possible, NV ZSP will serve notice of default on the user and give it a reasonable period of time to comply properly after all. If this period of time passes and the user has still failed to comply properly, the user will be in default.

6.3 If proper compliance is no longer possible, the user will be in default by operation of law and notice of default will no longer be required.

6.4 If the user is in default, NV ZSP is entitled to terminate the agreement out of court.

6.5 The user will be liable for the loss and/or damage suffered by NV ZSP and the companies established in the port area through the attributable failure of the user to comply as referred to in paragraph 1 of this article.

6.6 NV ZSP reserves the right in the event of failure to comply with the agreement and/or these General Terms and Conditions to impose a penalty as also laid down in Article 40 of these General Terms and Conditions, without prejudice to the right to claim (additional) compensation.

6.7 If due to the attributable failure of the user as referred to in paragraph 1 of this article a dangerous situation and/or nuisance - which in the opinion of NV ZSP is unacceptable – arises or threatens to arise for NV ZSP, the companies and/or other legal and natural persons based within the port area, NV ZSP is entitled to deny the user the agreed use and/or to refuse the user access to the port area for as long as the dangerous situation and/or nuisance continues. This can also be done for part of the port area. Such refusal will be given by registered letter or bailiff's notification unless in the case of an urgent interest. NV ZSP is not liable for any damage and/or loss or loss of income on the part of the user that has arisen through the refusal to grant the user the use of the port area under the terms of this article.

Chapter 3

Sea harbour and inland harbour dues

General

Article 7 Commencement of use of the port area and port charges

7.1 The sea harbour and inland harbour dues are calculated from the moment that the use of the port area or the enjoyment of services provided in that context have begun. The use and/or enjoyment referred to in Articles 9.1 and 17.1 will commence in any case upon entering the port area, or mooring at a berth or using berth facilities and/or making use of other facilities in the port area.

7.2 The sea harbour and inland harbour dues are calculated based on the harbour dues as contained in the List of Rates, with due regard for any applicable special port charges and/or surcharges and that laid down in the following articles concerning the application of port charges, scheduled service discounts and frequency discounts.

7.3 A range of port charges are applicable when calculating and collecting the sea harbour and inland harbour dues payable for the ports located in front of or behind the locks, as shown on the List of Rates.

7.4 NV ZSP reserves the right to make a further differentiation in port charges within the port area.

Article 8 Adjustments to port charges

8.1 NV ZSP reserves the right to adjust the port charges at all times. These adjustments to the port charges will be published on the website of NV ZSP.

Sea harbour dues

Article 9 Chargeability of sea harbour dues

9.1 The user will be required to make a payment, called sea harbour dues, for the use of the port area with a seagoing vessel.

In the List of Rates, a distinction is made between a number of different types of vessel in the List of Rates.

Article 10 Application of port charges for seagoing vessels

10.1 When calculating port charges for seagoing vessels, the following will apply:

- a. the (maximum) gross tonnage of a seagoing vessel, expressed in gross tonnes as shown on the tonnage certificate;
- b. the length of the vessel, expressed in Length Overall (LOA);
- c. the cargo of the seagoing vessels unloaded and taken on board, expressed in metric tonnes;
- d. the length, beam, summer draught and gross volume, as established by the Harbour Master if no tonnage certificate is submitted or if this does not state the required information;
- e. part of a unit of length, beam, volume and mass will be calculated as a full unit;
- f. the number of tonnes of cargo unloaded and taken on board in the port will be determined by or on behalf of the Harbour Master, if these have been insufficiently shown;
- g. with a combined visit to the ports located in front of or behind the locks, the port charges as applicable in front of the locks will be charged;
- h. for a gas tanker that bunkers or disposes of ship's waste directly prior to or directly following a port visit to Braakmanhaven, in Vlissingen, the set discount will be applied up to a maximum of 24 hours. Buoyage and quay fees are payable, however.

- i. the period of time needed, up to a maximum of forty-eight hours, while waiting offshore for the next berth will be deducted from the total time. The Harbour Master must be notified of this in writing prior to departure.
- j. if seagoing vessels load and unload the same cargo within the port, a new port visit begins with every new cargo trip.

Article 11 Reports and statements concerning seagoing vessels

11.1 Prior to the seagoing vessel commencing its stay in the port area, the user must supply as much information as possible about the vessel that will be visiting the port. This report will be made to the Harbour Master.

11.2 The reports must be made to an email address given by the Harbour Master, as announced on the website of the NV ZSP using a message definition and protocol established by the Harbour Master and posted on the website.

11.3 When reporting the definitive information on the ship and its cargo, the user will also provide the invoice address. If an incorrect invoice address is given, any financial consequences (interest charges etc.) will be charged to the party who submitted the report. Interest at the statutory commercial rate will be charged from the date on which the payment deadline for the incorrect invoice has passed and will end at the moment that the correct invoice is paid.

11.4 A declaration of sea harbour dues shall be made by the user within 3 working days after the departure of the seagoing vessel. On written request to the Harbour Master of NV ZSP, postponement may be granted.

11.5 If the vessel spends more than 28 days in port, a declaration of sea harbour dues shall be made by the user immediately after this period has ended. On written request to the Harbour Master of the NV ZSP, postponement may be granted.

Article 12 No or incorrect reports and/or statements and checks

12.1 If the user making the report notices that the statement does not correspond with the real situation, the user must report this immediately to the Harbour Master in writing, submitting all documents showing the inaccuracy of the statement. Settlement will then take place by means of an invoice or credit note. In this case, NV ZSP is entitled to charge administration or other costs of €50 (fifty euro).

12.2 The user must allow the Harbour Master at the latter's request to inspect all the necessary documents concerning transshipment details or must provide the Harbour Master with a copy of them in order to ascertain the chargeability of sea harbour dues.

12.3 If the user has not made a statement in time as referred to in the fourth paragraph of Article 11, or has made an incorrect statement without correcting it in time as referred to in paragraph 1 of this article, administration or other costs of €50 (fifty euro) may be charged. If too little has been paid due to an incomplete or incorrect statement, an additional charge of 10% of the total amount payable could also be made.

12.4 If the user has failed to report and/or make a statement, as referred to in the previous articles, the port charges will be calculated in accordance with the port charge that leads to the highest amount to be paid. In that case, NV ZSP may also charge the user a surcharge amounting to 25% on the highest amount to be paid, with a minimum of € 250 (two hundred and fifty euro). The latter applies in full if the user does not allow documents to be inspected as referred to in paragraph 2 of this article.

12.5 The situation as described in the paragraphs 3 and 4 will arise at the moment that NV ZSP establishes it.

Article 13 Duration of stay for seagoing vessels

13.1 In respect of the definitive calculation of the duration of the stay of a seagoing vessel, this duration will be deemed not to have been interrupted if:

- a. the seagoing vessel has left the port, for a maximum duration of 48 hours, on the instruction of or on behalf of the Harbour Master and after the Harbour Master has been notified electronically, in order to wait offshore for a berth to become available or to carry out degassing or cleaning activities.
- b. the seagoing vessel docks again within 6 hours without calling at another port or carrying out any work. The Harbour Master must be informed of this in writing prior to arrival.

Article 14 Frequency discount for seagoing vessels

14.1 For seagoing vessels which regularly visit the port in a certain interrelated manner, however not as a regular scheduled service, a percentage discount on the port charges as contained in the List of Rates will be given depending on the frequency of the visit, provided that the following conditions are met:

- a. The ships sail with a certain frequency under the same shipping company or owner, or the party to which the ships have been given in use, or a combination of these parties;
- b. The ships load and/unload the same type of cargo;
- c. The ships have the same point of origin or destination.

14.2 The discount will be calculated separately for each calendar quarter, whereby the number of visits in the calendar quarter will determine the amount of the discount percentage.

14.3 In order to be eligible for frequency discount, the user must submit an application containing all relevant data to NV Zeeland Seaports no more than two weeks after the end of a calendar quarter.

Article 15 Scheduled service discount for seagoing vessels

15.1 For a seagoing vessel which visits the port on a regular scheduled service, a discount on the port charges will be given depending on the frequency of the visits, the percentage of which is contained in the List of Rates.

15.2 The discount will be calculated separately for each calendar quarter, whereby the number of visits in the calendar quarter will determine the amount of the discount percentage.

15.3 In order to be eligible for frequency discount, the user must submit an application containing all relevant data to NV Zeeland Seaports no more than two weeks after the end of a calendar quarter.

15.4 When calculating the number of visits as referred to in the first paragraph, the number of visits by a replacement vessel will also be taken into consideration, provided that the visit does not take place on the same day. A visit to the port by a replacement vessel must be reported to the Harbour Master in advance.

Article 16 Exemptions for seagoing vessels

16.1 Sea harbour dues will not be charged by NV ZSP with respect to the use of the port and the enjoyment of the services provided in that connection to:

- a. a seagoing vessel which has a different Dutch port as its destination or origin, and according to the obligations imposed by law must be cleared in and out of Customs, up to a maximum of four hours. This procedure must be reported in writing in advance to the Harbour Master;
- b. a tug, if and in so far as it is used for providing normal assistance to seagoing vessels upon entering or leaving the port, up to a maximum of one hour;

- c. a seagoing vessel for a period of no more than four periods of time of 28 days, when the use of the port and the enjoyment of services takes place only for going into dock or carrying out repair work at berths at a ship repair facility specially intended for and/or in use for that purpose, provided that both the time of commencement and the end of the period in dock or for repairs is reported in advance to the Harbour Master in writing; this article does not apply to seagoing vessels which carry out modifications, improvements or adaptations
- d. a seagoing vessel for a period of no more than seven calendar days, when the use of the port and the enjoyment of services takes place only in order to make the vessel ready to put to sea for the first time and/or perform the first sea trial following a new build, provided that: the use or enjoyment is no longer than necessary for that purpose;

the Harbour Master is notified in writing prior to the intention for such activities or work and immediately afterwards;

- e. a seagoing vessel, when the use of the port and the enjoyment of services takes place only in order to set compasses, replace the crew or disembark sick or deceased persons, up to a maximum of four hours. Prior written notification of such activities must be made to the Harbour Master;
- f. a seagoing vessel for a period of no more than seven calendar days, if the visit to the port and the accompanying services only take place in order to clean the cargo areas, including making the ship gas-free at a facility set up for this purpose and equipped with the required

permits. Prior written notice of the intended work must be made to the Harbour Master. Quay fees will however be payable;

- g. a warship, provided that the treatment of any cargo is carried out solely by military personnel;
- h. a seagoing vessel in the direct service of the national or provincial government, provided that no persons or goods are transported for commercial purposes;
- i. a hospital ship;
- j. a seagoing vessel that is used for the purpose of maintaining, improving and expanding the port, in so far this is being carried out by order of NV ZSP;
- k. a seagoing vessel that makes use of an unloading and loading facility which is in use at a company with which an agreement has been concluded concerning the collection of harbour dues and quay fees and in so far as cargo is taken on board or unloaded there originating from or destined for this company.

16.2 No exemption will be granted to ships making use of the port area for bunkering.

Inland harbour dues

Article 17 Chargeability of inland harbour dues

17.1 The user will be required to make a payment, called inland harbour dues, for the use of the port area with an inland vessel or with any other vessel for which no sea harbour dues are payable.

Article 18 Application of port charges for inland vessels

18.1 When applying port charges for inland vessels:

- a. only a unit of deadweight capacity, volume or surface rounded down will be taken into consideration;
- b. the deadweight capacity of a vessel in tonnes will be used for the calculation (as shown in the tonnage certificate belonging to the vessel);
- c. the period of time will at all times be set at the shortest period stated in the table for the type of vessel concerned, unless a statement or report has been made for a longer period of time;
- d. in the case of a combined visit to the ports located in front of and behind the locks, the port charges as applicable in front of the locks will be charged.
- e. for vessels which have a quarterly or annual 'season ticket' behind the locks, a visit in front of the locks will be calculated according to the difference between the normally valid charge in front of the locks and the full charge behind the locks.

18.2 If the tonnage certificate referred to under paragraph 1(b) is not submitted or it does not state the required information, contrary to that stated in paragraph 1 (a and b), the deadweight capacity in tonnes or the widest beam and/or LOA will be established by the Harbour Master.

Article 19 Reports and statements concerning inland vessels

19.1 Immediately before the inland vessel commences its stay in the port area, the user must report its arrival by issuing a report via VHF channel 9 (Vlissingen) and/or VHF channel 11 (Terneuzen).

19.2 The user must report to the Harbour Master by electronic means or via VHF Radio as explained in paragraph 1 above all information required to determine and invoice the total inland harbour dues payable. This report must be made correctly and in full before departure from the harbour area.

19.3 Reports as referred to in paragraph 2 must be made to the email address given by the Harbour Master using the message definition and protocol established by the Harbour Master.

19.4 If the user does not provide the report or does not provide it in time, as detailed in paragraph 2 of this Article, or has provided an incorrect report without correcting it in time, administration costs of € 20.00 (twenty euro) shall be charged. If too little has been paid as a result of an incomplete or incorrect report, a charge of 10% of the total amount payable shall be imposed.

19.5 If the user has neglected to report the arrival of the vessel or to provide a report as given in paragraphs 1 and 2 of this Article, harbour dues shall be charged according to the highest amount payable under the harbour tariff system. In this case the NV ZSP is also entitled to impose a charge on the user in the amount of 25% of the highest payable amount.

19.6 When making the report, the tonnage certificate of the vessel will be submitted at the request of the Harbour Master.

19.7 If the use of the port area with a vessel is continued after the period of time has passed, a new period of time will commence and the use of the port will recommence in relation to the last period of time. That laid down in the preceding sentence is not applicable if the use of the port area is ended before 12.00 noon on the day following the last full day of the period that has passed, provided that the period of time has been at least 7 calendar days.

Article 20 Duration of stay for inland vessels

20.1 The period of time from the arrival date up to and including the departure date will be used to calculate the inland harbour dues. This duration of the stay in the port will be deemed not to have been interrupted if an inland vessel docks again within 6 hours without calling at another port or carrying out any work. The Harbour Master must be informed of this in writing prior to arrival

Article 21 Exemptions for inland vessels

21.1 Inland harbour dues will not be charged for the use of the port area with:

- a. a vessel when a different payment for this has been agreed by NV ZSP in a written agreement;
- b. a tug, solely in so far as it is used for providing normal assistance to seagoing vessels upon entering and leaving the port;
- c. a tug, solely in so far as this forms a unit with another inland vessel;

d. an inland vessel for a period of a maximum of eight periods of 7 days, when the use of the port and the enjoyment of services only takes place for going into dock or carrying out repair work at berths at a ship repair facility specially intended and/or in use for that purpose, provided both the time

of commencement and the end of period in dock or for repairs is reported in advance to the Harbour Master in writing;

e. a vessel in the direct service of the national or provincial government, provided no persons or goods are being transported for commercial purposes;

f. a hospital ship;

g. a training ship for Rhine or inland shipping or the Navy or merchant navy, solely in use for such purposes;

h. an inland vessel situated at Zijkanaal A or Beurtvaartkade in Terneuzen and Zijkanaal H in Sas van Gent under the following conditions:

- that no cargo is transhipped

- that this berth is used only between 15.00 on Friday and 09.00 on the following Monday, as well as on the following national holidays: New Year's Day, Easter Monday, the Queen's Birthday (Koninginnedag), Ascension Day, Whit Monday, Christmas Day and Boxing Day, in which case the exemption will be extended to 09.00 on the day following one or more of the above-mentioned national holidays;

i. a vessel waiting to form a tug or pushed convoy with a vessel for which inland harbour dues are payable, for no more than 18 hours

j. an inland vessel on Zijkanaal A or Beurtvaartkade in Terneuzen under the following conditions: that the berth is only used for a maximum consecutive period of 18 hours, as long as the Harbour Master is notified of both the time of arrival and of departure. The exemption cannot immediately precede or follow another exemption.

k. an inland vessel, if use of the port and the services only occurs in connection with removing or taking on board an own vehicle or disposing of ship's waste, up to a maximum of 4 hours. The Harbour Master must be notified of this proposed action in advance,

l. a vessel that is used:

1. in the direct service of NV ZSP

2. for maintaining, improving and expanding the port, in so far this is carried out by order of NV ZSP;

m. an inland vessel that makes use of an unloading and loading facility which is in use at a company with which an agreement has been concluded concerning the collection of harbour dues and quay fees and in so far as cargo is taken on board or unloaded there originating from or destined for this company.

Chapter 4

Port reception facilities

Article 22

Nature of the contribution

22.1 Under the name 'contribution for port reception facilities', hereinafter referred to as 'contribution', the operator of a seagoing vessel which calls at the port will owe a contribution as referred to in Article 6a paragraph 1 of the Prevention of Pollution from Ships Act towards the costs of receiving, storing and processing ship's waste in the port area (Marpol 73/78).

22.2 The operator referred to in paragraph 1 will owe the contribution from the moment of commencing the use of the port area as referred to in Article 9 of these General Terms and Conditions.

22.3 The contribution is payable for each call at the port, whereby a visit following a period of time needed to wait offshore for the next berth will not be regarded as a new visit.

22.4 Under Article 6a paragraph 1 of the Prevention of Pollution from Ships Act, upon paying the contribution the operator of the seagoing vessels receives the non-transferable right during the stay of the ship within the port area to hand over ship's waste to an operator of a port reception facility as referred to Article 6 paragraph 1 of the Prevention of Pollution from Ships Act with which NV ZSP has concluded an agreement as referred to in Article 6a paragraph 4 of the Prevention of Pollution from Ships Act.

22.5 The operator of a seagoing vessel that visits the port must provide NV ZSP in time with all information that is required to calculate the contribution. Article 12 (No or incorrect reports and/or statements and checks) is applicable in full to this article.

Article 23 Underlying principles, port charges and discharge rights

23.1 NV ZSP is the port manager as referred to in Article 6 of the Prevention of Pollution from Ships Act.

23.2 In view of the provisions of Article 6a of the Prevention of Pollution from Ships Act, the underlying principles for the contribution and the amount of the port charges are laid down in the 'port waste plan' and the List of Rates. When applying the port charges, the (largest) gross tonnage of a seagoing vessel, expressed in gross tonnes, will apply as shown on the tonnage certificate.

23.3 The CEO is entitled to adjust the port charges as referred to in paragraph 2. These changes will be published on the website of NV ZSP.

Article 24

Exemption

24.1 In the latest version of the Port Waste Management Plan for NV ZSP, a number of ships or categories of ships are exempted from the contribution::

- warships, ships in use as navy auxiliary ships or other ships owned by or managed by a State at the time that they are being used solely in the service of the government for purposes other than commercial purposes;
- seagoing vessels with an exemption issued by the Inspectie Leefomgeving en Transport (ILT);
- fishing boats which are affiliated to the Foundation for the Financing of Waste from Fishing Vessels (Stichting Financiering Afvalstoffen Visserij, or SFAV);
- seagoing vessels which only make use of the Dow Scheldesteiger when visiting the port;
- seagoing vessels without forward propulsion and crew accommodation.

Chapter 5

User rights

General

Article 25 (Nature of) user rights

25.1 For the general use of the port area, NV ZSP may grant the user a user right for:

- a. the use of land (including use of the quay platform, for which use further conditions have been laid down), water, works, facilities and/or other movable and immovable property belonging to NV ZSP by the entitled user, for which no other payment is made (any longer) to NV ZSP;
- b. having objects or parts of objects in, on, under or above the ground/water of NV ZSP;
- c. having an entrance and/or exit and/or access and/or connecting road which connects to and/or is situated on land belonging to NV ZSP;
- d. having a connection point on and the use of rainwater discharge drains belonging to NV ZSP.

25.2 The user must at all times request written permission from NV ZSP for the use as referred to in the first paragraph of this article. The user can address such a request for permission to the CEO of NV ZSP.

25.3 The user right as referred to under the first paragraph of this article will take effect only after written permission has been given by NV ZSP. Administration or other costs could be charged for this.

25.4 To obtain the user right, the user must pay a usage fee to NV ZSP from the moment that the actual use has begun. This usage fee is also payable if objects are found in, on, under or above ground/water of NV ZSP which have been placed or brought there for the benefit of the user.

Taking on water

25.5 The user must make a payment for taking on water, including drinking water. Water will be supplied and payment collected as described in the List of Rates.

Use of quay platform

25.6 A usage fee will be payable for the use of the public quay platform for the storage of objects and goods in accordance with these General Terms and Conditions of NV ZSP and the accompanying List of Rates.

25.7 Normal day-to-day maintenance and cleaning of the quay platform and the installations and facilities present thereon, arising from and in connection with their use, will be at the expense of the user.

25.8 Mobile cranes or other lifting equipment not in use must be set up in such a way that no crane arms extend outside the port side of the quay, and that other parties concerned are

not impeded by the presence of the mobile cranes or other lifting equipment when using the public quay.

25.9 The user will ensure that no goods will be placed or vehicles parked on the public quay and roads, nor will cranes be placed or outrigged on craneways, railway tracks, connection points for mains services and further where this cannot be permitted in the opinion of the CEO.

25.10 The maximum permissible load on the quay platform may vary from platform to platform and may not exceed that stated by NV ZSP as the maximum permissible load. The user is obliged at all times to be aware of the maximum permissible load of the quay platform and must comply with this

limit. NV ZSP will provide the user with the relevant information known. Damage caused to the quay or the quay platform or otherwise to NV ZSP or third parties as a consequence of overloading through actions by or on behalf of the contracting party will always be at the expense of the user. This also applies to the overhead costs that NV ZSP will incur in this respect.

25.11 When using mobile port cranes on the quay platform, measures must be taken to protect the paving by using stanchions or comparable sufficiently protective means, as approved by NV ZSP

25.12 The site paving which will be laid adjoining the paving of the quay platform must be laid with a downward slope inland such that no rainwater or other liquids from the site can run off from the site into the harbour across the public quay.

25.13 Notwithstanding the applicable laws and regulations, it is prohibited to transfer or store oil products, liquid chemicals, other substances and liquids or gases on the public quay without obtaining prior written permission from the Harbour Master and notwithstanding that laid down on the matter in the prevailing Port Management Bye-Law for Zeeland Seaports and the accompanying regulations. Special safety conditions may be attached to such permission in so far as not provided for in the statutory regulations and the regulations imposed by NV ZSP do not conflict with the statutory regulations.

25.14 The user is required to inform the Harbour Master of NV ZSP immediately of the sinking of vessels and machines, anchors or other objects in the waters of NV ZSP.

25.15 The vessels, machines, anchors and other objects referred to in paragraph 14 must be salvaged and removed within a period of time to be stipulated by the Harbour Master.

25.16 If the interests of the port or shipping or maintenance or other work so require, vessels moored alongside the quay for the contracting party must be removed immediately to an alternative location on demand or by order of or on behalf of the Harbour Master, without the contracting party being able to claim compensation for any costs arising.

25.17 The user is fully liable for all damage caused in connection with the use of the public quays as a result of actions or negligence of its personnel and those found on or in the immediate vicinity of the quay for the conduct of its business.

25.18 The user indemnifies NV ZSP against all claims from third parties which may be made in connection with such actions or negligence as referred to in this article.

Management of quay platform / ISPS

25.19 The users which receive or wish to receive seagoing vessels, acknowledge that under the existing Port Security Act (Bulletin of Acts and Decrees 2004, 341) the manager of the port facility referred to in that Act must be in possession of a valid **port security certificate**.

25.20 The users referred to in the preceding paragraph also acknowledge that by virtue of the existing Act, at least the explanatory memorandum to the legislative proposal (Parliamentary Papers II 29468, no. 3. P 8), the manager of the port facility is understood to mean the natural or legal person which has the use and the operation of the terminal or quay. Consequently this user/contracting party will be the manager of its port facility within the meaning of the Port Security Act and is therefore responsible for taking the required security measures if seagoing vessels moor at its jetty to unload, load etc.

25.21 The user referred to above is aware that a mandate has been given to the Harbour Master of NV ZSP by the competent authority in respect of the Port Security Act for checking the security certificates as referred to in the Act, as well as the fact that personnel of NV ZSP are charged with supervision of compliance with the Port Security Act.

Article 26

Entitlement of NV ZSP in respect of an immovable property

26.1 NV ZSP guarantees when granting a user right that it is entitled to the (immovable) property in such a way that it may legally grant the user right.

Article 27

Formation of user right and duration

27.1 The user right is formed by means of an agreement for that purpose with NV ZSP. This agreement may be drawn up in writing but also through the actual use (such as described under Article 25 paragraph 1 (a to d)) by the user, provided that NV ZSP, when determining this actual use, declares itself to be in agreement in writing. NV ZSP may attach conditions to this agreement which the user accepts in advance upon the commencement of the actual use.

27.2 NV ZSP reserves the right for reasons of its own not to accept an actual use. In that case the user must terminate the actual use with immediate effect at NV ZSP's first request.

27.3 The duration of the user right granted by NV ZSP will be agreed in writing by NV ZSP and the user, in the absence of which NV ZSP is entitled to terminate the user right with due observance of a reasonable notice period depending on the nature of the use and its duration.

27.4 In the case that NV ZSP and the entitled user have agreed a particular duration for the user right, NV ZSP reserves the right at all times to terminate the agreement with respect to this user right, with due observance of a reasonable notice period, without it being obliged to pay compensation. The reasonable period of time will be related to the duration of the agreed period and the nature of the user right.

27.5 The nature of the user right may mean that the use is not exclusive to the entitled user. Exclusive use must be expressly agreed in writing.

Article 28

Payment for the user right (usage fee)

28.1 The user will owe a (fixed) usage fee for the user right. The usage fee is payable from the moment that the actual use has commenced, under condition that NV ZSP is in agreement with the intended use.

28.2 The List of Rates will state per type of use what usage fee is payable and how it is calculated.

28.3 In those cases for which no special port charge is specified in the List of Rates, the general port charge as referred to in the List of Rates will be applied, or NV ZSP is entitled to calculate a different payment for this.

28.4 For calculating the usage fee, part-units of quantities or dimensions given in the List of Rates will be calculated as whole units.

28.5 If the usage fee is payable according to the surface of an object, the standard taken will be the surface of the projection of that object in a horizontal plane, unless determined otherwise in these General Terms and Conditions.

28.6 When placing, laying, suspending or setting up objects of any nature under, on or above the ground or the water of NV ZSP, the areas within or around these objects which are required under any regulation and/or inaccessible and unreachable for NV ZSP and/or third parties and/or reserved will also be deemed to be put into use.

28.7 When calculating the usage fee in respect of having cables and pipes, the strip of land which is taken up by a width measured from the middle of the distance to the adjacent pipe on the other side will be taken. If no adjacent pipes are present, a strip width of one metre will be used for the calculation, or a strip of half a metre on one side of the cable or pipe if there is no cable or pipe present on that side.

28.8 To calculate the usage fee, 'year' is understood to mean the calendar year; 'month' is taken to mean a period of time of thirty successive periods of twenty-four hours; a 'week' is understood to mean a period of time of seven successive periods of twenty-four hours and 'day' a single period of twenty-four hours.

28.9 Part of one year, month, week or day or part of a linear or square metre and decimetre will be rounded up to a whole unit each time.

28.10 If the usage fees have been set only on an annual basis, and if the usage fee becomes payable during the course of the year, a usage fee will be charged the first time only for so many twelfths of a year as calendar months remaining in that year (parts of a calendar month will be calculated as a whole month) and a twelfth of the annual rate will be payable for each calendar month.

28.11 The usage fee will be reviewed annually based on the consumer price index – all households – of Statistics Netherlands, the basis being the year prior to the calendar year in which the usage fee is payable for the first time.

28.12 The first review will take place with effect from 1 January of the year following the moment at which the (actual) use has commenced as referred to under Article 28.1.

28.13 NV ZSP is entitled to make interim adjustments to the port charges in respect of the usage fee if market circumstances give reason to do so.

28.14 If a user requests a quay or berth managed or owned by NV Zeeland Seaports, this request can be cancelled up to 48 hours in advance. After this time, the costs of the requested usage will be charged.

Article 29 Exemptions

29.1 No usage fee is payable for having an object in respect of which payment has been agreed with the user by NV ZSP on a different basis.

29.2 NV ZSP is entitled in the case of laying or relocating pipes, cables and other objects, if such laying or relocation is done on the initiative of the user, to charge the costs it incurs to the user.

Chapter 6 Other provisions

Article 30 Announcements

30.1 All notices, reports, requests, announcements, notices of termination and claims will be made in writing, unless it has been stipulated that these must be made by registered letter or bailiff's notification.

30.2 A request for permission for a legal or other act to be performed by the user must have been submitted to and granted by the CEO before performing the legal or other act.

30.3 Announcements by the user directed to NV ZSP must be addressed to the CEO unless another person has been nominated for this task under these General Terms and Conditions.

Article 31 Domicile

31.1 For all matters relating to the agreement, NV ZSP chooses domicile at its offices at Schelpenpad 2, (4531 PD) Terneuzen, the Netherlands.

Article 32 Joint and several liability

32.1 If a right or obligation under the agreement and/or these General Terms and Conditions is vested with two or more legal or natural persons, at the commencement of the agreement they will appoint one of them as their representative.

32.2 A change in the representation or temporary or permanent replacement must be notified to the CEO immediately by registered letter.

32.3 All notices, reports, requests, announcements, notices of termination, claims and consents to requests will be made by and to the representative most recently notified to the CEO.

32.4 The provisions of paragraphs 1, 2 and/or 3 do not affect the joint and several liability of the various legal and natural persons in respect of compliance with the obligations arising for the user under the agreement and/or these General Terms and Conditions.

Article 33 Indivisibility of obligations/no setoff

33.1 Any amounts owing by the user to NV ZSP or which can be claimed under the agreement and/or the General Terms and Conditions are indivisible.

33.2 The user is not entitled to set off any amounts invoiced to it against any amount owed to it by NV ZSP, or to defer payment of any amount invoiced to it for any reason whatsoever.

Article 34 Security

34.1 The user should, at the first request of the NV ZSP (whether or not prior to the implementation of the agreement) provide adequate security to cover the fulfillment of the obligations of the user under the agreement and its associated General Terms and Conditions (for example, through payment of a deposit, surety, bank guarantee or a corporate guarantee). If a (dues) deposit is required by NV ZSP, then the NV ZSP is free to unilaterally determine the amount. If the above-mentioned security is not made or not made or paid in time, NV ZSP may deny the user access to or departure from the port area.

Article 35 Invoicing and payment

35.1 For the payment of the amounts owed by the user within the context of the agreement and/or these General Terms and Conditions, each party covered by the term 'user', it being understood that for the billing of port dues, the user making the first report as referred to in Article 11, is the user referred to in Article 35.4, will be jointly and severally liable. Payment by one of these parties will discharge the other parties. The party which has entered into the agreement with NV ZSP will ensure that all parties covered by the term 'user' are informed of the contents of the agreement and these General Terms and Conditions.

35.2 The sea harbour and inland harbour dues will be calculated based on the statement, in the absence of which on the basis of that determined by the Harbour Master, whereby Article 12 will be applicable in full.

35.3 The usage fee will be paid in advance for a period of one year. This does not apply to the payment for water, which is calculated based on the volume taken on board.

35.4 For all amounts payable under these General Terms and Conditions, NV ZSP will send the user an invoice. The user is expected to act professionally and as a representative of the company, and may not appeal in his capacity as consumer/private individual, unless he makes a reasonable case for the contrary in writing prior to commencement of the service.

35.5 The payment term for the invoice is 30 days unless a different payment term is stated on the invoice.

35.6 Disputes concerning the amounts charged by NV ZSP do not entitle the user to defer payment.

35.7 The user is not entitled to set off any amounts charged by NV ZSP against claims it may or asserts to have against NV ZSP.

35.8 If the amounts invoiced are not paid in full within the period stated on the invoice, NV ZSP may refuse the party that continues to be in default the use of the port. Furthermore, ships, cargoes and goods belonging to the user and/or third parties may be held by NV ZSP who may suspend their release until the outstanding payments have been met in full.

35.9 If the user has not paid the invoice or not paid it in time, or has exceeded the payment term as agreed in the agreement, the user will be legally in default and NV ZSP will be entitled to:

- charge statutory interest over the entire amount owing (under Section 119(a) of Book 6 of the Dutch Civil Code) from the moment that the payment term of the invoice has expired.
- charge reminder costs up to standard amounts to be set later by or on behalf of NV ZSP: moreover, NV ZSP is entitled to set higher standard amounts for follow-up demands.

35.10 All judicial and extrajudicial costs incurred by NV ZSP for collection of its claim(s) shall be borne by the user. The amount of the extrajudicial collection costs shall be determined in accordance with the offset of the BIK Decree (Netherlands Extrajudicial Collection Costs Decree), and shall be recovered from the user by NV ZSP, unless it appears that the actual costs incurred by NV ZSP are higher, which costs will subsequently be claimed from the user.

35.11 If NV ZSP owes an amount to the user for any reason, NV ZSP will be entitled at all times to set off this amount, regardless as to whether or not the amounts owed by the user to NV ZSP are due and payable.

Subsequent payment

35.12 If NV ZSP has mistakenly failed to charge an amount to the user although this was indeed payable by virtue of these General Terms and Conditions, or if NV ZSP has mistakenly invoiced an amount that is too low, the shortfall will be invoiced after all in accordance with the provisions of this chapter. This does not apply if no amount or too low an amount is charged due to a statement not made or made incorrectly by the user. In that case, Article 12 will apply.

Article 36 Turnover Tax (VAT)

General

36.1 All amounts and port charges that are contained in the List of Rates are excluding any turnover tax payable. If turnover tax is payable under the terms of the Turnover Tax Act 1968, the user will pay this turnover tax at the same time as the amounts invoiced.

Article 37 Restitution

General

37.1 No refund will be given of payments made unless there is an evident error in the invoices on the part of NV ZSP.

In the context of inland harbour dues

37.2 Early termination of the use of the port within the period of time in respect of inland harbour dues may only lead to a refund if there is clear evidence of force majeure and there is also a statement for a period of one year, whereby the following will apply:

- The user must submit a written request for a refund to the CEO.
- if the request is met, the following will apply:
 - if more than nine months have passed, no amount will be refunded.
 - if fewer than nine months of the year have passed, the difference between the inland harbour dues payable (based on the quarterly rate of the number of quarters that have passed, whereby a quarter that has commenced will be considered as a full quarter) and the annual rate paid will be refunded.

37.3 If the vessel leaves the port during the course of a period of time for inland harbour dues referred to in the List of Rates of NV ZSP of a calendar quarter or a calendar year and returns to the port within that same period of time, the use and enjoyment of the port will be deemed not to have been interrupted.

Article 38 Liability

38.1 NV ZSP is not liable for loss and/or damage arising from or in connection with the use of the port area and/or the enjoyment of services provided by or on behalf of NV ZSP or provided by or on behalf of companies based in the port area in connection with that use, unless in the case of deliberate intent or gross negligence on the part of NV ZSP or persons for whom it is responsible under statutory regulations.

38.2 Notwithstanding the provisions of paragraph 1 of this article, the liability of NV ZSP for any loss and/or damage is limited to the maximum amount to be paid out by the insurer to NV ZSP.

38.3 Following the provisions of paragraph 2 of this article, the user must notify NV ZSP in writing immediately, at any rate within 21 days, of any loss and/or damage it discovers.

38.4 Consequential loss, such as loss of profits or a reduction in income, is expressly excluded in the case of liability of NV ZSP.

38.5 Notwithstanding the provisions of paragraph 3 of this article, any legal claims in respect of loss and/or damage will lapse one year after the user could have reasonably been aware of such loss and/or damage.

38.6 If NV ZSP is liable for loss and/or damage, and such loss and/or damage is not covered under the insurance policy, the liability of NV ZSP will be limited to a maximum of € 20,000 per event. If there are several events from which the same loss and/or damage has arisen, this will be regarded as a single event.

38.7 The user indemnifies NV ZSP in respect of all claims from third parties for compensation for loss and/or damage as a consequence of any failure of the user to comply with the agreement or an unlawful act on the part of the user. In addition, the user indemnifies NV ZSP in respect of all judicial, extrajudicial and other costs (including the costs of legal assistance) relating to the said failure or unlawful act on the part of the user.

Article 39 Force majeure

39.1 NV ZSP is not obliged to comply with its obligations under the agreement as a consequence of an unforeseen or other circumstance that cannot be attributed to it, and for which it is not liable under the law, a legal act or according to generally prevailing standards.

39.2 Force majeure is understood to mean exclusively in respect of this article, in addition to that stated in the law and case law: accidents, war, terrorism, occupation, government measures, natural disasters, fire, explosion, exceptionally bad weather conditions, blockades, strikes, a shortage of berths and berthing facilities, and also any other circumstance which NV ZSP cannot reasonably foresee and which is beyond its control.

39.3 For as long as the situation of force majeure continues, NV ZSP is entitled to suspend its obligations towards the user. If the situation of force majeure continues for longer than two months and there is no firm prospect of this situation ending, NV ZSP and/or the user are entitled to terminate the agreement in or out of court without any obligation to pay compensation to the other party.

Article 40 Suspension and termination of the agreement

40.1 NV ZSP is entitled to defer its obligations under the agreement or to terminate all or part of the agreement without any legal intervention in the following circumstances:

- a. a moratorium or the insolvency of the user or an application for such;
- b. sale or termination of the business of the user;
- c. the placing of the user under guardianship or in administration;
- d. the death of the user;
- e. the cessation of activities of the user;
- f. the failure of the user to comply with any obligation under the agreement, and – in so far as compliance is not permanently or temporarily impossible – following notice of default by NV ZSP and the obligation is not met after all within the period of time stipulated in the notice of default; or
- g. an attachment is made of a significant part of the business assets of the user or resources destined for the implementation of the agreement.

40.2 Upon termination of the agreement, any claim which NV ZSP may have on the user will be immediately due and payable in full.

40.3 In the case of deferral or termination under the first paragraph of this article, NV ZSP is not liable to pay compensation for any loss and/or damage or to give a guarantee to the user or third parties. The User indemnifies NV ZSP against this.

Article 41 Sanction clause

41.1 In the event of non-compliance with or breach of its obligations arising from the agreement and the accompanying General Terms and Conditions, the user is in default without notice of default being required, if that laid down in Section 83 of Book 6 of the Dutch Civil Code is complied with.

41.2 The user is also in default when, following a notice of default, it still fails to comply with its obligations properly within the period of time stipulated therein.

41.3 If a continuous obligation is not met, compliance at any moment in respect of the past is no longer possible and a notice of default may only concern the future. The contracting party is in default in respect of the past.

41.4 Unless another punitive penalty is stated in the General Terms and Conditions, the user which is in default and whereby compliance is actually still possible will owe an immediately due and payable contractual penalty of, depending on the nature of the agreement, 10% of the value where it concerns the relevant obligation, or the costs relating to compliance with the obligation concerned, with a minimum of € 500 for each week (part of a week being calculated as a full week) that the contracting party still fails to comply properly with its obligations. The CEO will inform the contracting party of this in writing. This penalty is intended as a punitive penalty to encourage the contracting party to comply after all as soon as possible, and is therefore expressly not intended as statutory compensation. NV ZSP reserves the right, besides this punitive penalty, to demand compliance and to claim compensation.

41.5 The contracting party is obliged to pay the penalty as referred to in paragraph 4 within one month from the date of the invoice on which the amount of the penalty payable is stated, notwithstanding its obligation to comply properly after all.

41.6 Unless another, specific penalty is stated in these General Terms and Conditions, the defaulting user for whom compliance is permanently impossible will owe an immediately due and payable penalty of € 25,000 for each failure for which the default has commenced. This penalty will replace the statutory compensation for damages.

41.7 Notwithstanding the provisions of paragraph 6, NV ZSP reserves the right to claim additional compensation if the damage exceeds the penalty.

Article 42 Privacy and the recording of information

42.1 NV ZSP respects the privacy of all users and will treat the personal information it has collected in confidence and will ensure that the personal information is properly secured.

42.2 The following information is the responsibility of NV ZSP:

- a. information provided and/or obtained within the context of the agreement;
- b. Information obtained within the context of CCTV surveillance used by NV ZSP.

42.3 NV ZSP will use the information referred to in paragraph 2 to implement the agreement as well as for its accounts receivable and payable administration. This information will be used, amongst other things, for the collection of amounts due, including the recovery of payments owed. If necessary NV ZSP will, within the context of collecting or recovering payments owed, make the personal information available to third parties, in so far as these parties are involved in the collection or recovery.

42.4 As part of implementing the agreement, including, for example, misconduct within the port area by or towards the user, or non-compliance with the provisions of these General Terms and Conditions, personal information may be passed on by NV ZSP to parties such as salvage firms and/or the police or other institutions, companies or persons involved.

42.5 The user gives its permission in advance for such personal and other information referred to in the preceding paragraphs to be obtained and used.

Article 43 Transfer of rights and obligations

43.1 The user may only transfer the rights and obligations arising from the agreement with NV ZSP to a third party if NV ZSP has given its prior written consent for this. NV ZSP is entitled to attach conditions to such consent.

Article 44 Applicable law, complaints and disputes

44.1 Dutch law will exclusively apply to all agreements, General Terms and Conditions and all rights, obligations and disputes arising from the General Terms and Conditions.

44.2 In the case that the user has a complaint and/or is not in agreement with any decision taken by NV ZSP within the context of the agreement or the General Terms and Conditions, it may submit the complaint in writing to the CEO of NV ZSP, PO Box 132, 4530 AC Terneuzen, the Netherlands.

44.3 If a dispute arises between NV ZSP and the user, this will be solved as much as possible through amicable consultation.

44.4 Disputes arising directly or indirectly from the agreement and/or these General Terms and Conditions will be submitted for judgment to the competent court in the district of Zeeland-West Brabant.

Article 45 Non-applicability of provisions and unreasonably onerous provisions

45.1 In so far as a provision of the agreement and/or the General Terms and Conditions cannot be applied on the grounds of a court decision or otherwise, all other provisions will remain fully in force and the non-applicable provision will be replaced by a provision that can be applied and which deviates as little as possible, in view of the intention and scope of the agreement and/or the General Terms and Conditions, from the non-applicable provision.

Article 46 Headings

46.1 Headings in the agreement and the General Terms and Conditions are merely intended to improve readability, and no rights whatsoever may be derived from them.

Article 47 Transitional provisions

47.1 These General Terms and Conditions are applicable with effect from 1 January 2017.

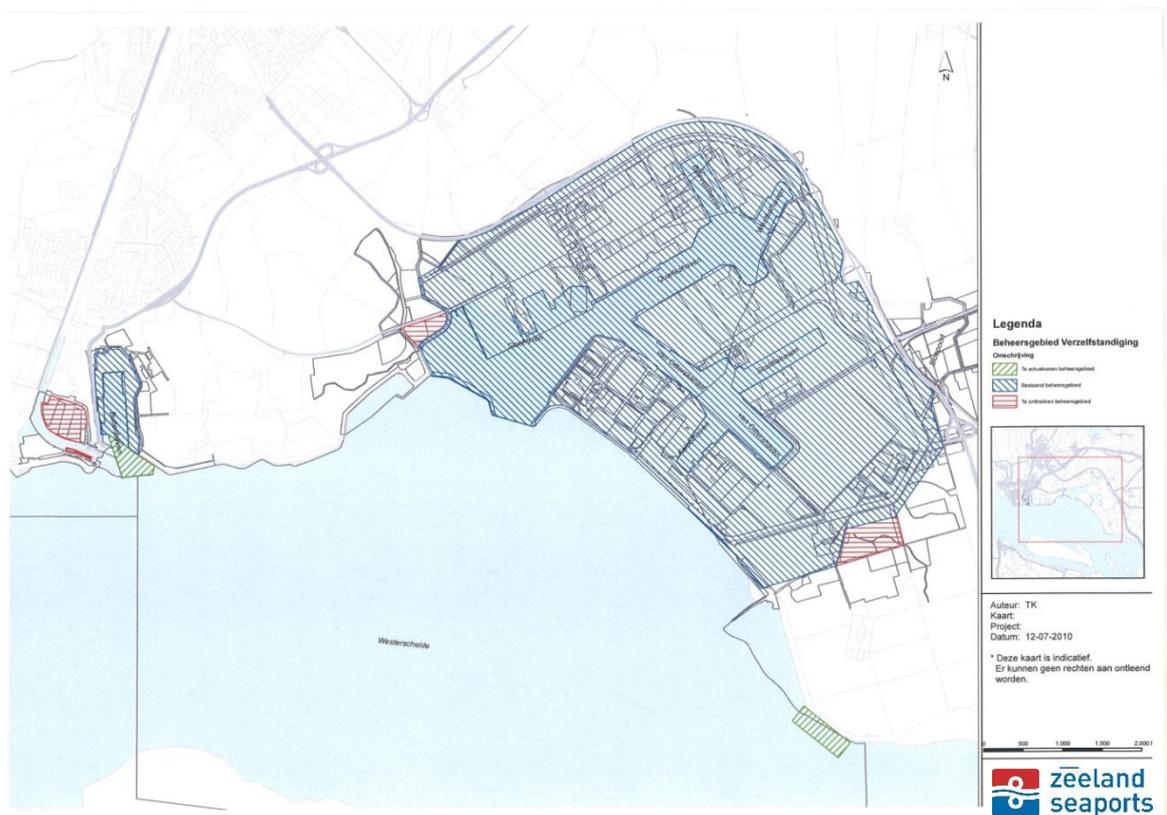
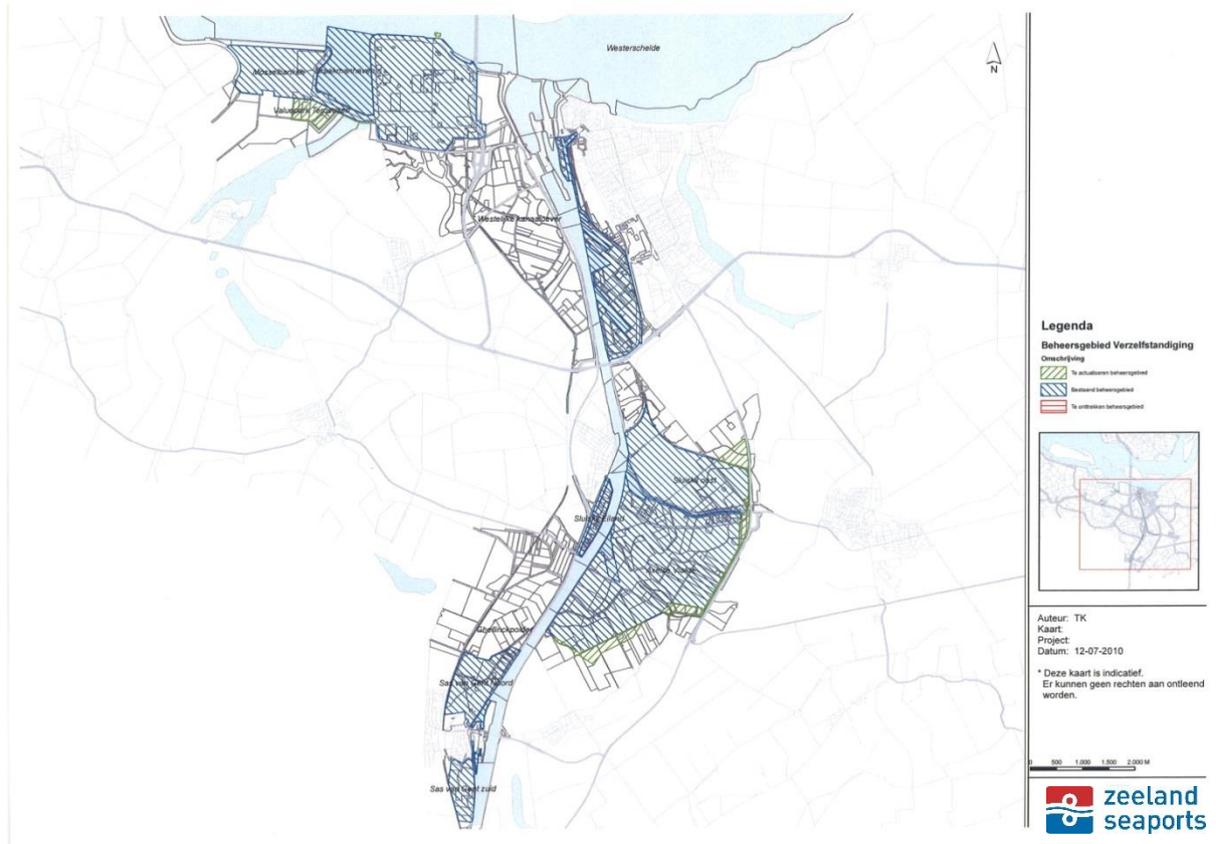
47.2 These General Terms and Conditions will take the place of the schemes in respect of the sea harbour and inland harbour dues as well as the contribution for port reception facilities and the usage fee contained in part A of the General Terms and Conditions of NV Zeeland Seaports 2016.

47.3 The provisions of the General Terms and Conditions as referred to under paragraph 2 will be applicable to incidents that occurred before the date on which these General Terms and Conditions enter into force.

Article 48 Title for citation

48.1 These General Terms and Conditions may be referred to as:
“General Terms and Conditions and charges for use of the ports of Terneuzen and Vlissingen 2017”

Appendix 2 Drawings showing management area of NV Zeeland Seaports



2017

Port tariffs and general terms and conditions for
using the ports of Terneuzen and Vlissingen

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