

GRONINGEN SEAPORTS N.V.

GENERAL CONDITIONS AND RATES 2024

Port, berth and quay dues and supplies and services



GRONINGEN SEAPORTS

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“Groningen Seaports’ tariffs are based on its general Terms & Conditions and are subject of adjustments. The Dutch version of the general Terms & Conditions (‘Algemene voorwaarden inclusief Haventarieven 2024’) always leads and apply to all tariffs.”

1. General

ARTICLE 1

Definitions

Term	Description
Bunkering activity	the taking on of fuel by a seagoing vessel for its own use (bunkering), returning unused fuel by a seagoing vessel (debunkering), delivering fuel to a seagoing vessel for use by that seagoing vessel or taking back unused fuel from a seagoing vessel;
Cargo vessel	an inland waterway vessel mainly intended or used for the transport of goods;
Client	the natural or legal person who uses the Port with a vessel or purchases other services from Groningen Seaports N.V., including the captain, the shipping company, the owner of the vessel, the person to whom the vessel has been given for use, the agent, as well as the person who, as a representative of the aforementioned persons, has carried out preparatory acts vis-à-vis Groningen Seaports N.V. in preparation for the aforementioned use or purchase of services;
Consumer	1. the natural or legal person purchasing electrical energy or water from the port authority; 2. the natural or legal person at whose request electrical energy or water is supplied;
Container	any load box, irrespective of its volume, used for the carriage of cargo as defined in ISO 688 1979, Series 1, freight containers, of the International Organization for Standardization, provided that its length is at least 6.055 metres.
Container vessel	a seagoing or inland waterway vessel which, according to its construction and equipment, is entirely or almost entirely intended or used for the transport of containers;
Crew and Supply Tender	fast, small vessel (maximum LOA 50 m1) and Seagoing vessel used to transport persons or supplies between the port and other vessels or objects at sea;
Cruise vessel	a seagoing vessel intended or used for the commercial transport of passengers taking part in that voyage for tourism purposes, mainly on the seaborne voyage itself;
Depth	the guaranteed water depth compared to Normaal Amsterdams Peil (NAP);
Invoice date	The date noted on the invoice
Dutch Ship's Act	the Act of 1 July 1909 (Bulleting of Acts and Decrees 219);
Fishing vessel	a seagoing or inland waterway vessel, intended and used principally for catching fish or other living resources of the sea;
G R Groningen Seaports	Gemeenschappelijke Regeling Havenschap Groningen Seaports ('Joint arrangement port authority Groningen Seaports')
Groningen Seaports N.V.	The limited liability company Groningen Seaports N.V.
Gross Tonnes (GT)	the unit for the gross tonnage of a seagoing vessel as referred to in the International Convention on Tonnage Measure of Ships, London 1969 (Treaty Series 1979, 122 and 194);
HAP area	the harbour basins and adjacent port areas located in Eemshaven, Delfzijl and Farmsum that are under the management of Groningen Seaports N.V. under private law.
HAP vessel	any seagoing vessel, of any type, operating in the marine environment, including fishing vessels, pleasure craft, hydrofoil boats, hovercrafts, submersibles and floating craft, as well as installations while afloat, except when the vessel referred to above is positioned above the seabed for the purpose of investigating the presence of minerals or extracting them;

Harbourmaster	the official designated as such by the competent authority for the performance of the tasks and powers assigned to him as described in the current Port Ordinance of G R Groningen Seaports. The Harbourmaster is also appointed by the director of Groningen Seaports N.V. to perform certain tasks and exercise certain powers within the framework of these general terms and conditions.
Hull	all objects and vessels that cannot be classified under any of the other definitions. This includes in all cases ships under construction, vessels, ship's hulls, etcetera;
Inland vessel	a vessel intended or used exclusively for navigation on inland waterways;
Instalment	the period of time stated in the tables during which the berth is used, calculated from the moment of being berthed until the moment of being fully unberthed, on the understanding that, if the vessel departs and returns during that period, a new period begins;
Length of the quay	the length of the bank, expressed in metres;
Length of the vessel	the overall length of the seagoing vessel, as shown by the Dutch tonnage certificate or a document deemed equivalent by virtue of statutory provisions;
Lessee	<ol style="list-style-type: none"> 1. the natural or legal person to whom, through Groningen Seaports N.V., the enjoyment of one or more of the goods referred to in these rules is delivered during a certain period of time; 2. the natural or legal person at whose request a service is provided
Lifeboat	a vessel which, according to its construction and equipment, is intended for or used for rescuing drowning persons and is employed by a nationally recognised rescue company
Load	all goods and packaging material, containers, trailers and self-propelled loading barges unloaded and taken by a seagoing or inland vessel. For the purposes of this rates table, ship's supplies such as ballast, fuel, provisions and so on, intended for personal use, as well as slops and the hand luggage of persons on board, are not included in the cargo, insofar as they are transported on the same vessel with the persons on board;
Loading capacity	the difference in tonnes between the fresh water displacement of the vessel at its maximum permissible draught and that of the empty vessel;
Nautical service providers and government vessels	the categories of vessels listed in Annex 1.
Passenger vessel	a seagoing or inland waterway vessel, other than a cruise ship, which is intended or used for the commercial transport of more than twelve passengers;
Pleasure craft	a seagoing or inland waterway vessel principally intended or used for recreational purposes, other than a passenger vessel, a cruise vessel, a sport fishing vessel or a sailing work vessel;
Port	the ports, sites, waters, quays, berths, berth posts, berth buoys and other similar works or facilities of Groningen Seaports N.V., as well as of parties with which Groningen Seaports N.V. has entered into an arrangement with regard to the calculation and collection of seaport dues and/or inland port dues. The Port area is indicated on the map attached to these General Terms and Conditions in Chapter 8;
Port waste plan	<ul style="list-style-type: none"> • Havenafvalplan Groningen Seaports 2023, or\ • Visserij havenafvalplan (Vishap) Groningen Seaports <p>A summarised version of these waste plans is available in English on the website;</p>
Public holiday	one of the generally recognised public holidays, as referred to in Article 3 of the Dutch General Extension of Time-limits Act (Bulletin of Acts and Decrees 1964, 314);
Quay	a bank of navigable water, where fitted with a quay wall, quarry or other bank defence;

Reefer vessel	a seagoing vessel which, according to its construction and equipment, is wholly or almost entirely intended or used for the transport of refrigerated cargo;
Roll-on/roll-off vessel	a seagoing vessel principally intended or used for the carriage of cargo or cargo and passengers; the cargo is loaded and unloaded in motion on and off board over a tailboard fitted out as fixed equipment of the vessel and specially equipped for that purpose;
Sailing work vessel	a vessel, other than a passenger or recreational craft, propelled by sails and principally intended or used for the commercial carriage of passengers.
Seagoing vessel	1. any vessel used or designated for use in open sea, as provided in Article 1 (1) of the Ship's Act (Bulleting of Acts and Decrees 1909, 219); 2. any vessel which, in connection with scrapping or intended scrapping, is no longer used for the voyage referred to in the first paragraph or has lost its designation for that purpose.
Seagoing vessel in scheduled service	a seagoing vessel which, possibly together with one or more other vessels, participates in a service according to a sailing plan announced in advance, in full and for each available sailing plan in which Delfzijl and/or Eemshaven is included as port of origin and/or port of destination, to which vessel any goods of a nature and quantity that qualify for this can be offered as cargo by anyone, which must be accepted under the conditions applicable thereto;
Ship's repair facility	an establishment whose main activity is to carry out or facilitate repairs to vessels and which has berths specially designated and/or in use for that purpose;
Slops	harmful substances as referred to in Article 1 of the Dutch Prevention of Pollution from Vessels Act (Bulletin of Acts and Decrees 1983, 683), which have arisen as a result of the housekeeping of a vessel;
Sport fishing vessel	a seagoing vessel, other than a fishing vessel and recreational craft, intended or used for the commercial transport of anglers;
Supply vessel	a seagoing vessel mainly intended or used for the supply and disembarkation of persons or material for drilling rigs or work vessels stationed at sea;
Surface	the product of the overall length and the maximum width, as shown in the tonnage certificate belonging to the vessel;
Table	the rates tables accompanying these regulations and forming part thereof;
Tonnage certificate	the tonnage certificate that meets the requirements laid down in the International Convention on Tonnage Measurement of Vessels, London 1969 (Treaty Series 1970, 122 and 194) for seagoing vessels; or established in accordance with the 'Agreement concerning the Tonnage Measurement of Inland Vessels (Treaty Series 1967, 43) for inland waterway vessels
Tonne	a mass of 1,000 kilograms;
Tugboat	a seagoing or inland waterway vessel which, according to its construction and equipment, is intended or used for towing, pushing or assisting other vessels;
Vessel	any floating body used or intended by reason of its buoyancy for the transport by water of persons, merchandise, raw materials, products and objects of all kinds, whether or not forming an integral whole with the floating body, as well as any other floating body such as a working raft, pontoon, wooden raft, elevator, floating equipment, drilling platform and any other floating installation for the purpose of exploring for or exploiting oil and gas fields or extracting minerals at sea;
Warship	1) a seagoing vessel used for the benefit of the Royal Netherlands Navy or the navy of a foreign power, which is commanded by a naval officer and which is wholly or partly manned by military personnel, provided that no cargo is unloaded or taken; 2) a seagoing vessel used to supply the Dutch or other armed forces, provided that the goods are handled in the port and in transit only by military personnel;
Waste fee	indirect contribution paid for the provision of services of port reception facilities to HAP ships, whether or not actual ship-generated waste is delivered, according to Prevention of Pollution from Ships Act, Section 6d;

ARTICLE 2

Scope of application

- 1 These general terms and conditions are applicable to all agreements whereby the Client makes use of the Port and/or whereby Groningen Seaports N.V. provides services to the Client, as well as to offers and quotations from Groningen Seaports N.V. for said use and/or the performance of said services, unless the parties agree otherwise in writing.
- 2 Unless expressly agreed otherwise in writing, the Client waives the applicability of any of its own general terms and conditions and Groningen Seaports N.V. expressly rejects the applicability of the Client's general terms and conditions.
- 3 Changes and/or deviations from the provisions of these general terms and conditions shall only be binding on Groningen Seaports N.V. if and insofar as Groningen Seaports N.V. has expressly accepted the changes or deviations in writing.

ARTICLE 3

Formation of the agreement and joint and several liability

- 1 An agreement between Groningen Seaports N.V. and the Client shall come into effect when (i) Groningen Seaports N.V. has expressly accepted an order or instruction from the Client in writing, (ii) the Client provides information in accordance with Articles 7 and 15 of these General Terms and Conditions, or (iii) from the moment that the Client actually makes use of the services provided by Groningen Seaports N.V..
- 2 The various persons designated as Clients shall be regarded as joint and several debtors with regard to the fulfilment of all obligations of the Client towards Groningen Seaports N.V..

ARTICLE 4

Performance of the services

- 1 Services within the meaning of these general terms and conditions do not include activities performed by Groningen Seaports N.V. within the framework of a specific legal regime applicable to the government, unless Groningen Seaports N.V. performs these activities under the same legal conditions as private economic entities.
- 2 Groningen Seaports N.V. is entitled to perform the services referred to in these general terms and conditions at its own discretion.
- 3 Groningen Seaports N.V. shall make every effort to provide the services with due care and to the best of its ability.
- 4 If, in the opinion of Groningen Seaports N.V., this is necessitated by circumstances, Groningen Seaports N.V. shall be entitled to make use of goods other than those agreed upon when providing services, or to engage third parties to provide them, provided that this does not adversely affect the quality of the performance as a whole.
- 5 The Client hereby accepts that circumstances as referred to in Clause 4.4, as well as unforeseen circumstances (including a shortage of berths) may affect the agreed or expected time at which the services will be completed.
- 6 The Client shall at all times provide Groningen Seaports N.V. in good time with all information necessary for the proper performance of the services and invoicing and shall provide Groningen Seaports N.V. with all cooperation to that end.
- 7 If the Client fails to provide Groningen Seaports N.V. with the necessary information or to do so in a timely manner, Groningen Seaports N.V. shall in any event be entitled to suspend the performance of the services.

2. Seaport dues

ARTICLE 5

Liability for seaport dues

- 1 If the Client uses the Port with a Seagoing vessel or purchases other services from Groningen Seaports N.V. in that connection, he shall owe Groningen Seaports N.V. seaport dues in this respect.
- 2 The Client shall owe the seaport dues as soon as the use of the Port, or the enjoyment of the services provided in connection with that use, commences.

ARTICLE 6

Rates of seaport dues

- 1 The seaport dues owed by the Client shall be calculated on the basis of the system and rates included in Chapter 8 of these General Terms and Conditions, Tarieventabel Zeehavengeld (Rates Table Seaport Dues). The rates for seaport dues can be changed twice a year - on and from 1 January and 1 July - by Groningen Seaports N.V.
- 2 The Seaport Dues Table are taken into account in its application:
- a. the gross capacity of the Seagoing vessel, expressed in Gross Tonnage (GT);
 - b. the quantity, expressed in metric tonnes, unloaded and/or collected cargo by the Seagoing vessel in the Port;
 - c. the type of goods expressed in tonnes which has been unloaded and/or taken in by the Seagoing vessel in the Port and for which a separate rate is included in Chapter 8;
 - d. the total duration of the stay in the Port of the Seagoing vessel.

ARTICLE 7 Supply of information

- 1 No later than at commencement of the Seagoing vessel's stay in the Port, the Client must electronically provide Groningen Seaports N.V. with an initial statement of all data relevant to the determination of the seaport dues owed.
- 2 The Client must electronically submit a supplementary statement and/or confirmation to Groningen Seaports N.V. of the transshipment data and of all berths the Seagoing vessel has taken in the Port no later than five calendar days after the departure of the Seagoing vessel from the Port.
- 3 If the stay of the Seagoing vessel in the Port will last longer than a period of two months, the Client must submit a supplementary statement regarding the extension of the stay of the Seagoing vessel in the Port before this period has expired.
- 4 The client must demonstrate the number of Tonnes Load transhipped. At Groningen Seaports N.V.'s first request, the Client must allow Seaports N.V. to inspect or provide a copy of all documents relating to transshipment data that are relevant to the payment and collection of seaport dues. If the Client does not allow full inspection or provide a copy these documents, the seaport dues shall be calculated based on the rate that yields the highest payable amount. In the latter case, the Client shall also owe a surcharge for the determination and collection of the seaport dues of 25%, with a minimum of € 500 (five hundred euros).

ARTICLE 8 Invoicing and payment

- 1 The seaport dues are calculated and invoiced on the basis of the declaration. If the client has not submitted a statement, the seaport dues will be calculated by applying the rate that yields the highest payable amount.
- 2 The Client must pay the final amount of seaport dues calculated on the basis of the statement only after receipt of an invoice. Groningen Seaports N.V. must receive payment within 30 calendar days of the invoice date.
- 3 Payment can also be made by direct debit. The invoice amount will then be debited with a value date of 30 days after the invoice date.
- 4 Disputes between Groningen Seaports N.V. and the Client do not entitle the Client to suspend payment.

ARTICLE 9 Rate calculation and application of seaport dues

- 1 In the application of the Seaport Dues Table and in the calculation of the amount due:
 - a. a portion of a unit of volume or mass or duration is calculated as a full unit;
 - b. if the gross content of the Seagoing vessel depends on the squat of the vessel, as shown in the tonnage certificate or, in the case of two tonnage certificates from both tonnage certificates, the gross content at the maximum permitted squat is taken as the criterion;
 - c. the period needed for docking or for repairing a vessel at a ship's repair facility located within the Port is not taken into account, provided that:
 - 1) the usage does not last longer than necessary for this purpose, to be decided at the discretion of the Harbourmaster;
 - 2) written notification is made to the Harbourmaster both in advance of the intention and immediately after the actions or activities have been completed; the latter notification must be accompanied by a written statement issued by the manager of the vessel repair facility concerned confirming the content of the notification;
 - d. the use of the Port by a Seagoing vessel that immediately afterwards visits both Eemshaven and the port at Delfzijl (or vice versa) is deemed to have commenced at the time at which the first of the aforementioned ports was used.

ARTICLE 10 Exemptions

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

- (a) a Warship;
- b) a Seagoing vessel, when the use of the Port consists exclusively of direct transit without unloading or loading;
- (c) a Seagoing vessel, when a berth is only taken to await the first opportunity to pass through bridges, to use locks, to embark a pilot at the designated berths;
- d) a Seagoing vessel if the use of the Port and the associated services takes place only for docking or having repairs carried out at a vessel repair facility provided that:
 - 1) the usage does not last longer than necessary for this purpose, to be decided at the discretion of the Harbourmaster;
 - 2) the notification of the commencement and end of the docking or repair must be communicated in writing to the Harbourmaster, the notification of the end of the work must be accompanied by a written statement issued by the manager of the vessel repair facility concerned confirming the content of the notification;

- e) a Seagoing vessel for a maximum period of two days, when the use of the Port and the associated services is restricted to the disembarkation of shipwrecked, sick or dead persons, provided that:
- 1) the use of the Port and the associated services does not last longer than is necessary for that purpose; and
 - 2) notification of the intention to do so has been made in writing to the Harbourmaster in advance;
 - 3) The Harbourmaster has been notified of the completion in writing immediately after the actions have been completed;
- f) a Lifeboat.

ARTICLE 11 No or incorrect information

- 1 If the Client has failed to provide the information or additional information, or has not provided the information or additional information on time, the rate will be calculated in accordance with the rate that leads to the highest payable amount. In this case the Client shall also owe a surcharge of 25% on the highest payable amount, with a minimum of € 500 (five hundred euros).
- 2 If the Client establishes that as a result of an incomplete/incorrect first and/or additional statement, the Client has paid too little or too much, it must notify Groningen Seaports N.V. of this in writing without delay. The Client is obliged to enclose all documents showing the incompleteness/incorrectness of the first and/or additional statement.
- 3 If Groningen Seaports N.V. determines that the Client has paid too little or too much, Groningen Seaports N.V. will, at its discretion, set off the amount by means of an invoice or credit note, or by means of the next collective invoice.
- 4 If Groningen Seaports N.V. finds that the Client has paid too little, whether or not due to an incomplete and/or incorrect statement, the Client shall owe the amount underpaid plus a surcharge of 25% of the amount underpaid, with a minimum of € 500. This surcharge is not payable if the Client has notified Groningen Seaports N.V. in writing no later than three weeks after the invoice date that the additional statement was incomplete or incorrect.
- 5 Notifications as referred to in Article 11.2 must be received by Groningen Seaports N.V. within three months of the invoice date at the latest. After the expiry of this period, the Client shall be deemed to have agreed to the amount of the seaport dues.

ARTICLE 12 Costs and interest

- 1 If the Client fails to pay the seaport dues on time, it shall be in default by operation of law and Groningen Seaports N.V. shall be entitled to charge statutory interest pursuant to Section 119a of Book 6 of the Dutch Civil Code on the total amount due from the due date.
- 2 All extrajudicial costs incurred by Groningen Seaports N.V. in connection with the collection of amounts owed by the Client and not paid on time shall be borne by the Client. The aforementioned costs are set at 15% of the amount to be recovered, unless Groningen Seaports N.V. demonstrates that the costs it has incurred are higher.

3. Inland port dues

ARTICLE 13. Liability for inland port dues

- 1 If the Client uses the Port with an inland vessel or purchases other services from Groningen Seaports N.V. in that connection, he shall owe Groningen Seaports N.V. inland port dues in this respect.
- 2 The Client is liable for payment of the inland port dues immediately on commencement of the use of the Port, or the enjoyment of the services provided in connection with that use.

ARTICLE 14 Rates for inland port dues

- 1 The inland port dues payable by the Client are calculated on the basis of the Inland Harbour Rates Table given in Chapter 8 of these General Terms and Conditions.
The rates for inland port dues can be changed twice a year - on and from 1 January and 1 July - by Groningen Seaports N.V.
The Inland Harbour Rates Table are taken into account in its application:
 - a. the cargo capacity of the Inland vessel, expressed in tonnes;
 - b. the area of the Inland vessel, expressed in square metres;
 - c. the unit as indicated in the Inland Harbour Rates Table;
 - d. the total duration of the stay in the Port of the Inland vessel.
- 2

ARTICLE 15

Supply of information

- 1 Immediately upon commencement of the stay in the Port, the Client must inform Groningen Seaports N.V. orally or in writing of all information relevant to the determination of the inland port dues owed.
- 2 If the Client fails to provide the required information in a timely manner, Groningen Seaports N.V. can, in addition to the inland port dues payable, also charge a surcharge of 25% on the aforementioned amount, with a minimum of € 25 (twenty-five euros).

ARTICLE 16

Invoicing and payment

- 1 The inland port dues must be paid by the Client within 30 calendar days of the invoice date.
- 2 Disputes between Groningen Seaports N.V. and the Client do not entitle the Client to suspend payment.

ARTICLE 17

Calculation and application of inland port dues

For the application of the rates and when calculating the amount due:

- a. a portion of a unit of Cargo Capacity, surface area or duration is calculated as a full unit;
- b. the Cargo Capacity in tonnes of a vessel is the number of tonnes as shown in the tonnage certificate belonging to the vessel;
- c. unit means the Recreational Craft or the Sailing Commercial Vessel, irrespective of its Cargo Capacity or surface area;
- d. the period necessary for waiting at a subsequent berth or for docking, repairing, preparing for a voyage for the first time or repairing a vessel at a vessel repair facility located within the port is not taken into account, provided that:
 - 1) the usage does not last longer than necessary for this purpose, to be decided at the discretion of the Harbourmaster;
 - 2) written notification is made to the Harbourmaster both in advance of the intention and immediately after the actions or activities have been completed; the latter notification must be accompanied by a written statement issued by the manager of the vessel repair facility concerned confirming the content of the notification;
- d. the use of the Port by an Inland vessel that immediately afterwards visits both Eemshaven and the port at Delfzijl (or vice versa) is deemed to have commenced at the time at which the first of the aforementioned ports was used.
- f. the Cargo Capacity or area is determined ex officio if no tonnage certificate is presented and the number of tons of cargo is determined ex officio if this is not sufficiently demonstrated;
- g. the use of the Port by an inland vessel which has not reported to Groningen Seaports N.V. on arrival, which is found in the morning at 7.30 a.m. or of which the use of the Port is otherwise established afterwards, shall be deemed to have commenced at 4.00 p.m. on the day prior to the day of being observed. If the inland vessel has already left the Port, it shall be deemed to have left at 07.30 hours on the day of observation.

ARTICLE 18

Exemptions

- 1 Inland port dues are not charged for the use of the Port and the services provided in that connection:
 - a. for a Vessel for which seaport dues have already been paid or if Groningen Seaports N.V. has already stipulated a fee for the use of the Port in another agreement;
 - b. when the use of the Port consists exclusively of direct transit without unloading or loading or without embarking/disembarking passengers;
 - c. for an Inland Cargo vessel that does not load or unload; the duration of the exemption is a continuous period of twelve hours. If the stay lasts longer than twelve hours, the use of the port applies from the time of entry. If this exemption has been applied, it may not be used for a second time within twenty-four hours of departure.
 - d. for an Inland Cargo vessel, when the use of the Port and the enjoyment of services takes place exclusively in connection with docking or having repairs carried out at a Ship repair facility, provided that:
 - 1) the usage does not last longer than necessary for this purpose, to be decided at the discretion of the Harbourmaster;
 - 2) the notification of the commencement and end of the docking or repair must be communicated in writing to the Harbourmaster, the notification of the end of the work must be accompanied by a written statement issued by the manager of the vessel repair facility concerned confirming the content of the notification;
 - e. with an Inland vessel for a maximum period of two days, if the use of the Port and the associated services is restricted to the disembarkation of shipwrecked, sick or dead persons, provided that:
 - 1) the use of the Port and the associated services does not last longer than is necessary for that purpose; and

- 2) notification of the intention to do so has been made in writing to the Harbourmaster in advance;
- 3) The Harbourmaster has been notified of the completion in writing immediately after the actions have been completed;
- f. with an Inland Cargo vessel that does not load or unload or with an Inland vessel that makes use of the waiting or sickness regulations, for the use of the Port between Saturday afternoon at 14.00 hours and Monday morning at 08.00 hours. The exemption may not be invoked where another exemption provided for in this Article has already been applied.
- g. for an Inland Cargo vessel during the generally recognised public holidays, namely New Year's Day, the Christian Easter Monday and Whit Monday, Christmas Day and Christmas Eve, Ascension Day, the day on which the King's birthday is celebrated and the fifth of May. The exemption shall commence at 14.00 hours on the day preceding the public holiday and end at 08.00 hours on the day following the public holiday.
- A combination of exemptions is not permitted.

ARTICLE 19 **Refund**

If inland port dues have been paid for a certain period and the use of the Port ends before this period has expired, no refund shall be granted for the amount paid in excess.

ARTICLE 20 **Costs and interest**

1 If Groningen Seaports N.V. establishes that the Client has paid insufficient inland port dues, the Client shall, in addition to the amount paid too little, also owe a surcharge of 25% of the amount paid too little, with a minimum of € 25 (twenty-five euros). This surcharge is not payable if the Client has notified Groningen Seaports N.V. in writing no later than three weeks after the invoice date that the statement was incorrect.

2 If the Client fails to pay within the period provided for in Article 16.1 or 16.2, it shall be in default by operation of law and Groningen Seaports N.V. shall be entitled to charge statutory interest pursuant to Book 6, Article 19a of the Dutch Civil Code on the total amount due from the due date. All extrajudicial costs incurred by Groningen Seaports N.V. in connection with the collection of amounts owed by the Client and not paid on time shall be borne by the Client. The aforementioned costs are set at 15% of the amount to be recovered, unless Groningen Seaports N.V. demonstrates that the costs it has incurred are higher.

4. Berth and quay dues

ARTICLE 21 General

1. A fee is levied under the heading of berth dues for the use with a Seagoing vessel of a berth, located on the waters intended for the public service and owned, managed or maintained by Groningen Seaports N.V. or GR Groningen Seaports N.V., insofar as the use of a fixed berth for the vessel concerned has not been arranged by a separate agreement or an agreement has been concluded for the continued use of the quay.
2. A fee is levied under the heading of quay dues for maintaining the depth of the seabed for quays located in the management area of the GR Groningen Seaports N.V..
The management of Groningen Seaports N.V. may only grant the right to a permanent berth by agreement. That right may be subjected to further conditions.
3. 1. The berth dues is jointly and severally payable by the captain, the shipping company, the owner of the vessel, the agent, the person to whom the vessel has been given into use or the person acting as representative for one of these.
2. The quay dues are payable by the leaseholder, Lessee, owner or otherwise entitled party, who has access to a quay.

ARTICLE 22 Levy standard

1. The length of the vessel and the duration of the use of the berth are the standard for levying and calculating the berth dues.
2. In principle, the length of the Quay is the standard for the collection and calculation of the quay dues. If, in an individual case, the required operational room and consequently the berth length exceed the length of the Quay, the standard will be the operational room/length of the berth.

ARTICLE 23 Rates

The quay dues and berth dues are calculated on the basis of the rates given in the tables accompanying these regulations, with due observance of the special provisions included therein and the provisions of Article 7.

ARTICLE 24 Rate application

In the application of the rates:

- a) part of a unit of length or time is calculated as a full unit;
- (b) if no tonnage certificate is presented, the length of the vessel is determined ex officio.

ARTICLE 25 Exemptions

The berth dues is not charged for the use of a berth with:

- (a) a Warship, provided that any cargo is handled exclusively by military personnel;
 - (b) a Seagoing vessel, if port and the services are used exclusively in connection with docking or having repairs carried out in a ship's repair facility, provided that both the time of commencement and the end of the docking or repair has been communicated in advance to the Harbourmaster in writing. The notification of the end of the work shall be accompanied by a written statement issued by the manager of the ship's repair facility concerned confirming the content of the notification;
 - c) with a Seagoing vessel for a period not exceeding two days, if the port and the services are used exclusively for the calibration of radio direction finders or the disembarkation of shipwrecked persons, sick or dead persons, provided that the Harbourmaster is notified in writing in advance of the intention to do so and immediately after the completion of the operations;
 - d) with a Seagoing vessel which has a fixed berth based on an agreement referred to in Article 3, provided that the vessel uses the berth specified in the agreement.
- Without prejudice to the provisions of Article 8, the management of Groningen Seaports N.V. may in special circumstances grant full or partial exemption from berth dues.

ARTICLE 26 Eligibility

The berth dues is due as soon as the vessel has taken a berth.

ARTICLE 27 Payment

The quay or berth dues due must be paid within thirty calendar days of the invoice date.

5. Regulation on supplies of goods and services

ARTICLE 28 General

- 1 These regulations apply to the use of the storage areas, unloading area, berth buoys, bollards, water and electricity supplies belonging to GR Groningen Seaports N.V. and Groningen Seaports N.V. respectively, as well as to services provided by Groningen Seaports N.V.

ARTICLE 29 Renting of storage areas and public quay

- 1 Without prejudice to the authority of the management of Groningen Seaports N.V., the Harbourmaster of Groningen Seaports N.V. may, on request, rent out temporary storage areas on or in the immediate vicinity of the public quay.

ARTICLE 30 Provision, acceptance

- 1 On the agreed date Groningen Seaports N.V. shall make the rented property available to the Lessee, who shall accept the rented property for rent.
- 2 Before the start of the lease, the Lessee is informed of the maximum permitted load for the platform, storage area or quay area concerned.
- 3 Temporary limitation of the maximum load as referred to in the previous paragraph does not entitle the Lessee to any reduction in the rent.

Article 31 Rates

- 1 The rents are calculated on the basis of the rates set out in Chapter 8, with due observance of the special provisions contained therein. For the use of unloading bays, berth buoys, bollards and the services provided by Groningen Seaports N.V., the rates shall be increased with effect from 1 January 2003 - for inland vessels sailing in international traffic - by the turnover tax due on these at the general rate.

ARTICLE 32 Rate application

- 1 In the application of the rates:
- (a) based in the product of the greatest length and width of the space occupied by the goods in storage, without any deduction for the open compartments contained therein;
- b) based on units of ten square metres, where part of a unit is counted as a fully unit.

ARTICLE 33 Termination of the agreement

- 1 Notice of termination of the hire agreement shall be given in writing by or to the Harbourmaster of Groningen Seaports N.V..
- 2 The agreement can be terminated at any time by the Lessee.
- 3 The notice period to be observed by Groningen Seaports N.V. is one week.

ARTICLE 34 Transfer of the leased property

- 1 On termination of the rental agreement, as well as up termination of use, the Lessee is obliged to return the rented property to Groningen Seaports N.V. in its original condition, completely vacated, free of use and rights of use and properly cleaned. The Lessee is obliged to remove at his own expense all items he has placed in, on or against the rented property, unless the parties agree otherwise in this respect. Groningen Seaports N.V. cannot be held liable for compensation for any property that is not removed.
- 2 If, at the end of the rental agreement, the Lessee has not fulfilled his obligations as referred to in the previous paragraph, Groningen Seaports N.V. is entitled to have all necessary work carried out itself at the expense of the Lessee.

ARTICLE 35 Power supply

- 1 Groningen Seaports N.V. provides electricity at a number of public berths. At those berths, the Client will be charged a fee per kilowatt hour (KWh) consumed. If the grid manager or grid owner restricts or interrupts the transmission of electricity, Groningen Seaports N.V. is authorised to suspend the supply of electricity, to prohibit usage for certain purposes or to impose special conditions on the supply.

ARTICLE 36 Provision of water

- 1 Groningen Seaports N.V. shall, on request, provide water at the rate set out in Chapter 8, with due observance of the special provisions contained therein.

ARTICLE 37 Use of public unloading area and bollards

- 1 Prior permission from the Harbourmaster of Groningen Seaports N.V. is required for the use of the unloading location along the Oosterhorn for rail traffic.
The use referred to above is subject to the rates stated in Chapter 8, with due observance of the special provisions contained therein.
- 2 The permission of the Harbourmaster of Groningen Seaports N.V. is required for the selection of a berth and to use berth buoys or bollards.
Usage is charged at the rates stated in Chapter 8, with due observance of the special provisions contained therein.

ARTICLE 38 **Damage and liability**

- 1 The Lessee will bear the costs of all damage caused to the rented property as a result of wrongful acts or negligence of or on behalf of the Lessee or of third parties present with his approval or arising from work carried out by third parties for or on the instructions of the Lessee. The aforementioned damage can be repaired by Groningen Seaports N.V. at the expense of the Lessee if the Lessee has been given notice of default by Groningen Seaports N.V. after a summons, with due observance of a reasonable period of time.
The Lessee indemnifies Groningen Seaports N.V. and GR Groningen Seaports N.V. against all claims of third parties in this respect.
- 2 Groningen Seaports N.V. is not liable for damage caused to the goods stored on the rented property or to the person of the Lessee, except in the event of damage as a result of gross negligence or wilful recklessness on the part of Groningen Seaports N.V.'s executive employees.
- 3 Groningen Seaports N.V. is not liable for any damage that may arise for the Consumer as a result of interruption or limitation of the supply of electrical energy or water. Groningen Seaports N.V. is only liable for damage caused by intent, wilful recklessness or gross negligence on the part of its director. Other liabilities such as liability for damage caused by intent, wilful recklessness or gross negligence of subordinates, representatives or contractors (non-subordinates) are hereby expressly excluded. If and insofar as Groningen Seaports N.V. is liable for damage resulting from the supply of electrical energy, its liability shall be limited, insofar as legally valid, to direct losses.
- 4 Groningen Seaports N.V. is not liable for any damage that the Lessee may suffer as a result of shortcomings in the services provided.

ARTICLE 39 **Reduction**

- 1 If due to defects in the rented property, as a result of a cause beyond the Lessee's control, the Lessee was temporarily unable to make use of the rented property, the management may grant a reduction on the rent.

ARTICLE 40 **Rounding off of periods**

- 1 Unless otherwise provided in these regulations or in the tables, part of a unit of time shall be counted as a full unit for the purpose of calculating the fees payable.

ARTICLE 41 **Payment**

- 1 The amount due under these regulations shall be paid within thirty days of the invoice date.
- 2 In the absence of payment, Groningen Seaports N.V. may deny the right to use the goods referred to in these regulations and to enjoy the services referred to in these regulations.

ARTICLE 42 **Default**

- 1 The Lessee/Consumer will be in default by the mere expiry of the term set for a particular performance. He shall also be in default by the mere fact that he is in breach of his obligation towards Groningen Seaports N.V., or of any prohibition.
- 2 If the Lessee/Consumer remains in default with regard to the fulfilment of any obligation incumbent on him under these regulations or the rental agreement and as a result of which Groningen Seaports N.V. is required to take judicial or extrajudicial measures, all costs arising from this for Groningen Seaports N.V. shall be borne by the Lessee/Consumer.
- 3 If the rent due or the fee for the service provided by Groningen Seaports N.V. is not paid within thirty days of the invoice date, the Lessee/Consumer shall be in default by operation of law (without a summons or notice of default being required). If the Lessee/Consumer fails to remit payment of any amount owed under these regulations, this amount will be increased by the statutory interest rate for commercial agreements as provided for in Book 6, Article 119a of the Dutch Civil Code.

6. Waste fee

- ARTICLE 43** **Liability for the waste fee payment**
 1 If the Client moors an HAP vessel in the HAP area, it will be liable to Groningen Seaports N.V. for a Waste Fee.
- ARTICLE 44** **Waste Fees**
 1 The Waste Fee payable by the Client shall be calculated using the calculation rules and amounts in the applicable Port Waste Plan.
 2 Waste Fees may be changed in accordance with the procedure described in the applicable Port Waste Plan.
- ARTICLE 45** **Supply of information**
 1 The Client shall electronically notify the Harbour Master of the visit prior to the HAP vessel's stay in the HAP area.
 2 The Client shall provide Groningen Seaports N.V. electronically with an additional statement and/or confirmation of all data relevant to the determination of the payable Waste Fee no later than five calendar days after the departure of the HAP vessel from the Port.
- ARTICLE 46** **Invoicing and payment**
 1 The Waste Fee is calculated and invoiced based on the notification and statement and the membership database published by the SFAV.
 2 If the Client has not submitted a notification and/or statement or done so on time, the Waste
 3 Fee will be calculated by applying the rate resulting in the highest amount payable.
 4 The Waste Fee must be paid by the Client within 30 calendar days of the invoice date. Disputes between Groningen Seaports N.V. and the Client do not entitle the Client to suspend payment.
- ARTICLE 47** **Exceptions and exemptions**
 1 No Waste Fee will be charged in cases described in the applicable Port Waste Plan.
 2
- ARTICLE 48** **Costs and interest**
 1 If the Client fails to pay the Waste Fee on time, it shall be in default by operation of law and Groningen Seaports N.V. shall be entitled to charge statutory interest pursuant to Section 119a of Book 6 of the Dutch Civil Code on the total amount payable from the due date.
 2 All extrajudicial costs incurred by Groningen Seaports N.V. in connection with the collection of amounts owed by the Client and not paid on time shall be borne by the Client. The aforementioned costs are set at 15% of the amount to be recovered, unless Groningen Seaports N.V. demonstrates that the costs it has incurred are higher.

7. Other general conditions

ARTICLE 49

Berths

- 1 Access to the Port does not imply that the Client can also claim a berth. Groningen Seaports N.V. shall at all times be entitled to refuse a berth for reasons of its own.

ARTICLE 50

Rates

- 1 Groningen Seaports N.V. reserves the right to change the fees listed in the fee tables twice a year - on and from 1 January and 1 July.
- 2 All rates are exclusive of VAT.
If a Seagoing vessel qualifies in the sense of the Decree of 13 November 2018, no. 2018-155014 (referred to below as: 'the Decree'), the VAT rate is 0%. If the vessel does not qualify, the VAT rate is 21%.
- 3 Services provided to a Seagoing vessel qualify for the application of the 0% VAT rate if the vessel is i) used entirely for commercial purposes; and ii) used for 70% or more for navigation on the high seas and:
1°. by which passenger transport is provided for payment; or
2°. is used for an industrial, commercial or fishing activity.
- 4 Groningen Seaports N.V. will apply the VAT 0% rate for invoicing and will indicate on the invoice that payment of the invoice confirms that the conditions as referred to in the Decree have been met.
- 5 If the conditions of the Decree are not met, the Client must notify us in advance and an invoice including 21% VAT will be sent.
- 6 If it emerges that a Seagoing vessel does not qualify under the Decree and we have incorrectly stated the 0% VAT rate on the invoice, the 21% VAT rate will be charged to the Client and paid to the Tax and Customs Administration. The statutory tax interest due to the Tax and Customs Administration and any fines will also be passed on.

ARTICLE 51

Liability

- 1 The liability of Groningen Seaports N.V. that may arise in respect of any activity by Groningen Seaports N.V. or a person for whom it is legally liable shall not exceed the amount paid by the insurer of Groningen Seaports N.V. to Groningen Seaports N.V.
- 2 If, for any reason, the insurer of Groningen Seaports N.V. does not pay Groningen Seaports N.V. or the damage is not covered by the insurance of Groningen Seaports N.V., the liability of Groningen Seaports N.V. shall not exceed an amount of € 500 (five hundred euros) per claim/event. A series of related claims/events is considered to be one claim/event.
- 3 The provisions of this article do not apply if and insofar as the damage is the result of intent or gross negligence on the part of Groningen Seaports N.V..
- 4 Liability for lost profits or reduced profits and other indirect, consequential and trading losses is expressly excluded.

ARTICLE 52

Force Majeure

- 1 If Groningen Seaports N.V. fails to perform any obligation to the Client, such failure cannot be attributed to Groningen Seaports N.V., which, is therefore not in default, if the fulfilment of this obligation is made difficult or impossible by a circumstance, foreseeable or otherwise, beyond the control of Groningen Seaports N.V. Such circumstances include, but are not limited to: war, terrorism, occupation, government measures of any nature whatsoever, natural disasters, fire, explosion, exceptionally bad weather, blockades, strikes, shortage of berth facilities and any other circumstance that Groningen Seaports N.V. cannot reasonably foresee and which is beyond its control.
- 2 In the event of force majeure, Groningen Seaports N.V. shall be entitled to suspend the performance of its obligations until such time as they no longer hinder performance. In the event that the situation of force majeure lasts longer than one month, both Groningen Seaports N.V. and the Client shall be entitled to dissolve the agreement in whole or in part without being liable for any compensation.

ARTICLE 53

Indemnification

The Client indemnifies Groningen Seaports N.V. against claims on any account whatsoever from third parties who claim to have suffered damage as a result of the use of the Port, or as a result of the services provided by Groningen Seaports N.V. to the Client.

ARTICLE 54

Suspension and dissolution

- 1 If the Client fails to fulfil any obligation towards Groningen Seaports N.V., as well as in the event of bankruptcy, suspension of payment or closure of the Client's business, Groningen Seaports N.V. shall be entitled, without judicial intervention and without any compensation being due to

the Client in this respect, at its own discretion, to suspend the services in whole or in part for a definite or indefinite period or to dissolve the relevant agreement in whole or in part for the part not yet performed by means of a written statement to that effect, without prejudice to the other rights of Groningen Seaports N.V..

- 2 In the event of dissolution of the agreement on the grounds referred to in Article 54.1, any claim that Groningen Seaports N.V. has shall become immediately due and payable in full.

ARTICLE 55 Removal of Seagoing and/or Inland vessel

If the Client fails to fulfil its obligations or fails to do so on time, Groningen Seaports N.V. shall be entitled to remove or have removed the Seagoing and/or Inland vessel at the Client's expense and risk.

ARTICLE 56 Environmental Ship Index discount

- 1 The following discount applies to the seaport dues calculated in accordance with these general terms and conditions:
Seagoing vessels that score 20 points or more on the Environmental Ship Index, as kept by the International Association of Ports and Harbours (available at www.environmentalshipindex.org/public), are eligible for a 5% discount on the port dues sea shipping.

ARTICLE 57 Green Award discount

- 1 The following discount applies to the inland port dues calculated in accordance with these general terms and conditions:
Inland vessels in possession of a Green Award certificate are eligible for a 5% discount on the inland port dues.

ARTICLE 58 Applicable law and disputes

- 1 All rights, obligations and disputes arising from these General Conditions Seaport Dues and Inner Port dues shall be governed exclusively by Dutch law.
2 All disputes that may arise between the parties in connection with these general terms and conditions or agreements arising from them shall be exclusively settled by the competent court in the district of Groningen.

ARTICLE 59 Invalidity of one or more provisions

- 1 The invalidity of any provision of the agreement or of these general conditions shall not affect the other provisions of the agreement and these general conditions.
2 If any provision of the agreement or these general terms and conditions is null and void, invalid, unenforceable or unreasonably onerous under the given circumstances, the parties will replace the provision in question with a valid and enforceable provision in the spirit of the provision to be replaced and the other provisions will remain in full force and effect.

8. Rates

Port dues sea shipping (per 30 days)

CODE	DESCRIPTION	A	B	B	C
		PER GT	PER GT	PER TON	PER TON

VESSELS NOT IN REGULAR SERVICE

1.1	Loading/unloading vessel, general rate	1.032	0.328	0.529	See table goods types
1.2	Roll-on Roll-off vessel	0.464	0.162	0.137	
1.3	Container vessel	0.270	0.150	0.207	
1.4	Reefer vessel	0.150	0.083	0.529	
1.5	Supply vessel	0.486	0.250	0.434	
1.6	Passenger vessel	0.286			
1.7	Fishing vessel small	0.307			
1.8	Fishing vessel large	0.411			
1.9	Pleasure craft, Sport fishing vessel, Sailing commercial vessel	0.328			
1.10	Tugboat	0.328			

VESSELS IN REGULAR SERVICE

2.1	Loading/unloading vessel, general rate	0.646	0.328	0.529	See table goods types
2.2	Roll-on Roll-off vessel	0.349	0.161	0.062	
2.3	Container vessel	0.270	0.150	0.090	
2.4	Reefer vessel	0.150	0.083	0.529	

SPECIAL CATEGORIES

3.1	Seagoing vessels that fall in the rate code 1.1 up to and including code 1.5 which do not stay in the port for more than 24 hours without loading or unloading, but only for bunkering, taking ballast, discharging slops or making a short technical visit.	0.205
3.2	Seagoing vessels that fall in the rate code 1.1 up to and including code 1.5 which stay in the port for longer than 24 hours but not longer than 30 days without loading or unloading, but exclusively for the purpose of bunkering, taking ballast, releasing harmful substances or for a technical visit to the port.	0.308
3.3	Hulls for a 1st period of 30 days	0.256

VESSEL BEING MOBILIZED OR DEMOBILIZED

4.1	Vessels, for any period of 30 days	0.410
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MINIMUM DUTY

5.1	Fishing vessels up to 200 GT	16.21
5.2	Fishing vessels over 200 GT	81.99
5.3	Other vessels	56.54

CREW & SUPPLY TENDERS, SURVEY & RESEARCH VESSELS, TUGS [1]

6.1	Per month	6.05
6.2	Per quarter	17.97
6.3	Per annum	71.14

[1] This must be requested.

TABLE GOODS TYPES

TYPE OF GOODS	PER TON	TYPE OF GOODS	PER TON	TYPE OF GOODS	PER TON	TYPE OF GOODS [1]	PER ITEM
Potato flour	0.958	Hardboard veneer	1.743	Slag	0.732	Container 20"	1.398
Aluminium oxide	0.945	Hardwood package	1.610	Soda	0.891	Container 30"	2.061
Aluminium alloys	1.104	Hardwood logs	1.556	Stone split	0.785	Container 40-45"	2.767
Aluminium ore/conc.	1.050	Limestone	0.719	Landfill stone	1.398		
Cars	1.490	Kaolin	1.237	Sugar	0.824		
Barite	0.984	Rapeseed	0.792	Supply Goods	5.515		
Beet pulp	0.735	Rapeseed press cake	0.893	Talcum powder	0.735		
Beer tanks	2.779	Fertilizer	0.692	Wheat	0.811		
Biodiesel	0.804	LNG	0.459	Animal feed	0.904		
Calcium chloride	0.837	Magnesite	0.798	Fish, frozen	1.836		
Caravan/motorhome	2.267	Magnesium chloride	0.743	Trucks	2.953		
Cellulose	1.264	Maize	0.824	Sodium metasilicate	0.798		
Cement	0.683	MDI	0.998	Softwood	1.344		
Cokes	0.785	Molasses	0.998	Sand	0.749		
Ethanol	1.490	Methanol	0.824	Salt	0.785		
Barley	0.732	Malt	0.735				
Plaster	0.824	Oil	0.785				
Plaster, end product	1.289	Paper	0.771				
Glycerine	1.199	Rapeseed oil	0.905				
Vegetables	1.728	Silicon Carbide	0.958				

[1] The rate for containers only applies to seagoing vessels under codes 1.3 or 2.3.

FREQUENCY DISCOUNT

Number of voyages per calendar year	0 - 12	13 - 25	26 - 51	52 - 77	78 - 103	104 - 155	156 - 207	208 - 259	260 - 519	520 - 999	> 1.000
Discount	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%

REMARKS

VESSELS NOT IN REGULAR SERVICE

1. One rate code applies per consecutive visit, regardless of the duration.
2. Frequency is defined as the vessel's annual number of voyages.
3. Reduction is granted only if tax is levied under codes 1.1 to 1.8 and one and the same vessel is concerned.
4. Reduction is granted retrospectively, starting on 1 January for the following year.
5. The frequency reduction is not applicable to the minimum duty.

VESSELS IN REGULAR SERVICE

1. One rate code applies per consecutive visit, regardless of the duration.
2. Frequency is defined as the vessel's annual number of voyages.
3. Reduction is granted only if tax is levied under codes 2.1 to 2.4 and one and the same vessel is concerned.
4. Reduction is granted retrospectively, starting on 1 January for the following year.
5. If a vessel in regular service is replaced by another vessel to continue the regular service, the frequency reduction is transferred to the replacement vessel.
6. A replacement vessel is assessed according to its status on departure.
7. The frequency reduction is not applicable to the minimum duty.

Inland port dues

INSTALMENTS PER VISIT

CODE	TYPE OF VESSEL	TAX STANDARD	PER	FULL DAY	7 FULL DAYS	MINIMUM DUTY
1	Cargo vessels loading/unloading	Loading capacity	Ton	N/A	0.117	20.09
2	Lay-by vessels	Loading capacity	Ton	N/A	0.058	20.09
3	Passengers and fishing vessels	Surface area	M2	N/A	0.117	20.09
4	Floating equipment, rafts, storage of pontoons, etc.	Surface area	M2	N/A	0.117	20.09
5	Tugs	Surface area	M2	N/A	0.641	20.09
6	Recreational craft	The vessel	N/a	18.52	N/A	N/A
7	Sailing commercial vessels	The vessel	N/a	33.58	N/A	N/A
8	Service providers/public vessels	Loading capacity	Ton	N/A	N/A	20.09

INSTALMENTS PER SUBSCRIPTION

CODE	TYPE OF VESSEL	TAX STANDARD	PER	INSTALMENT		MINIMUM DUTY	
				QUARTER	1 YEAR	QUARTER	1 YEAR
1	Cargo vessels loading/unloading	Loading capacity	Ton	1.411	4.841	153.08	535.84
3	Passengers and fishing vessels	Surface area	M2	1.551	5.319	168.24	588.88
4	Floating equipment, rafts, storage of pontoons, etc.	Surface area	M2	0.940	3.480	153.08	535.84
5	Tugs	Surface area	M2	3.889	13.334	168.24	588.88
8	Service providers/public vessels	Loading capacity	Ton	1.578	5.409	171.06	598.72

NOTE

- The term 'lay-by vessels' is understood to mean: cargo vessels not unloading and/or loading and all vessels which cannot be placed in another heading. For lay-by vessels the provision applies that in the event of a longer period of stay in the port the rate will be increased by a surcharge:
 - for the 5th week stay a rate surcharge of 10% applies
 - for the 6th to 8th week stay a rate surcharge of 20% applies
 - for the 9th to 12th week stay a rate surcharge of 30% applies
 - from 12 weeks stay a rate surcharge of 40%.
- All amounts are exclusive of turnover tax.
- The 'Service providers' charge exclusively covers vessels that offer and render their services on a non-discriminatory basis without any compulsory package deals or other undesirable market-distorting effects; this to be decided by the Harbourmaster.

SPECIAL PROVISIONS

- One rate code applies per consecutive visit, regardless of the duration.
- A 'full day' is a consecutive 24-hour period.
- A 'quarter' is a consecutive three-month period; a quarterly subscription commences on the first day of the three-month period and must be applied in writing within a week after starting use of the harbour or the services provided in that context.
- A 'year' means 365 days. An annual subscription can start on the first day of a month and must be requested in writing in advance.
- The time periods 'full day' and '7 full days' begin at the time indicated in Article 17. but end as soon as the vessel departs from the port.
- The specification 'n/a' means that the period in question does not apply to the relevant vessel.

Berth dues

BERTH DUES SEAGOING VESSELS EXCLUDING FISHING VESSELS (per linear metre per 24 hours)

PORT	HARBOUR BASIN	FACILITY	RATE IN EURO
Appingedam	Eemskanaal	Woldbrug berth (Fivelpoort)	0.970
Delfzijl	Farmsumerhaven	Farmsumerhaven quay and jetties	3.636
Delfzijl	Handelshaven	Floating jetty	3.636
Delfzijl	Handelshaven	Handelskade Oost-palen	0.970
Delfzijl	Handelshaven	Handelskade West	2.279
Delfzijl	Handelshaven	Farmsum jetty	3.636
Delfzijl	Oosterhornhaven	Berth for hazardous goods vessels	0.970
Delfzijl	Oosterhornhaven	Metal Park jetty	0.970
Eemshaven	Beatrixhaven	Beatrixhaven	3.060
Eemshaven	Beatrixhaven	Heavy cargo quay	3.602
Eemshaven	Emmahaven	Floating jetty	3.636
Eemshaven	Julianahaven	Bulk quay	3.602
Eemshaven	Wilhelminahaven	Public unloading berth	2.872
Eemshaven	Wilhelminahaven	Wilhelminahaven East quay and South quay	4.408

BERTH DUES FOR FISHING VESSELS (per linear metre per hour)

FACILITY	PORTS	RATE IN €	RATE IN €
		FISHING VESSELS ≤ 200 GT	FISHING VESSELS > 200 GT
Jetties	Delfzijl and Eemshaven	0.061	0.097
Quays	Delfzijl and Eemshaven	0.042	0.042
		MINIMUM DUTY	MINIMUM DUTY
		20.75	32.83

BERTH DUES CREW & SUPPLY TENDERS. SURVEY VESSELS (per linear metre per period)

FACILITY	PORTS	PERIOD	RATE IN €
All public berths	Delfzijl and Eemshaven	Per month	53.40
		Per quarter	154.73
		Per annum	612.51

Quay dues

QUAY DUES (rates in € per linear metre per year)

DEPTH	IF IT CONCERNS A QUAY WALL OF GRONINGEN SEAPORTS	IN THE CASE OF STONE SLOPES, OTHER BANK PROTECTION OR QUAY WALLS BELONGING TO THIRD PARTIES
< 10 M	200.97	96.65
10 M	230.69	101.77
11 M	277.50	134.44
12 M	341.28	160.41
13 M	405.08	195.17
14 M	468.80	229.96
15 M	532.60	264.74
16 M	626.80	313.87
17 M	737.64	372.11

Deliveries and services

RATES FOR WATER SUPPLY DELFZIJL AND EEMSHAVEN

WATER CONSUMPTION		RATE IN €
Water consumption minimum rate to 10 m3		44.85
Water consumption above 10 m3 per m3		4.485

CONNECTING AND DISCONNECTING PER OPERATION			RATE IN €
Monday to Friday from 06.00 to 18.00h	hourly		65.00
Monday to Friday from 18.00 to 06.00h	hourly		95.00
Weekends and public holidays	hourly		95.00

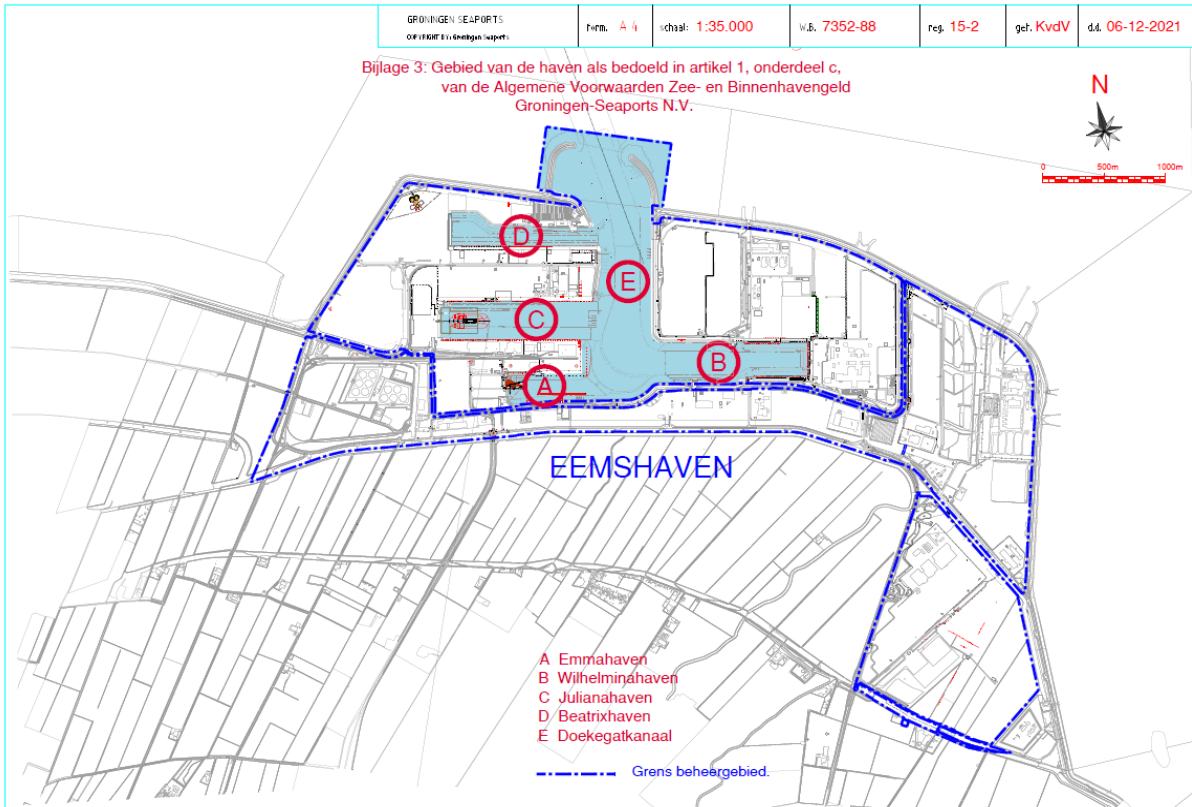
RATES FOR THE USE OF WATER ON PUBLIC QUAYS

Only for water used for atomizing goods		RATE IN €
Water use per m3		4.485

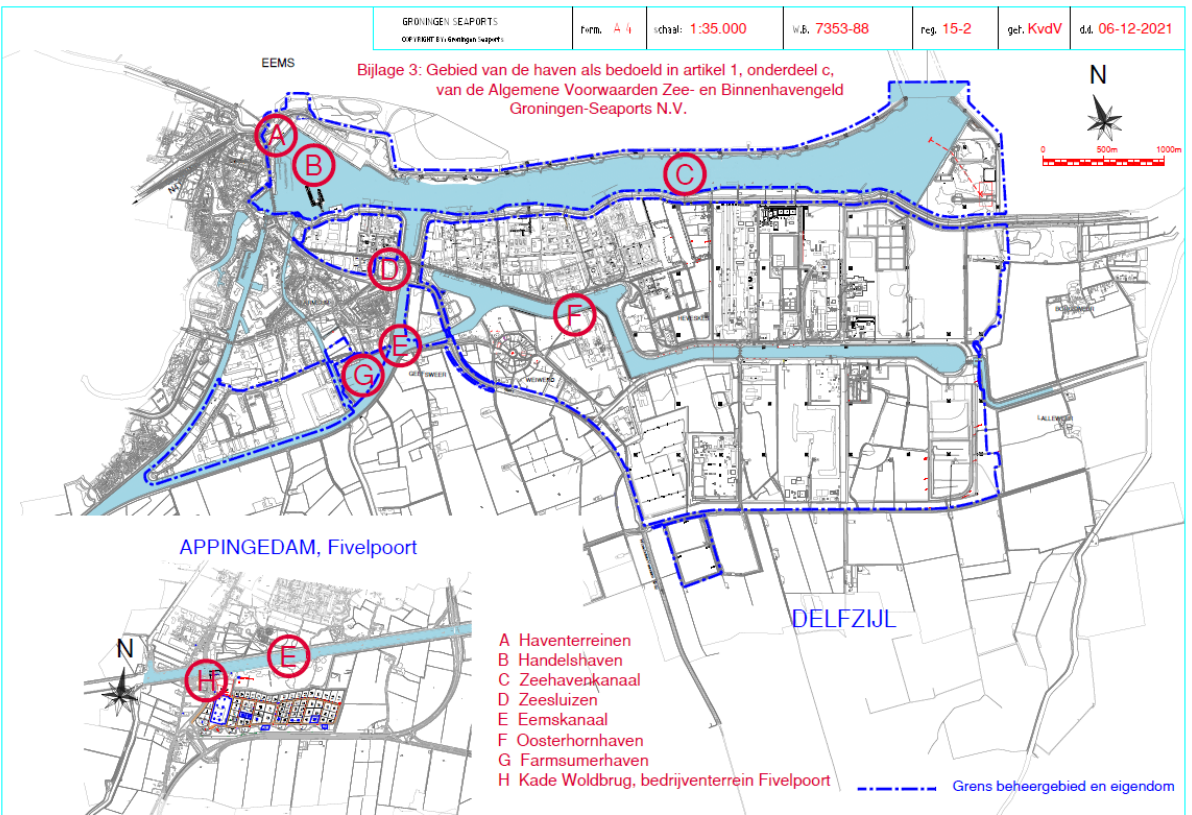
RATES FOR USE OF PUBLIC UNLOADING AREA

SPECIAL PROVISIONS	DESCRIPTION	RATE IN € PER WAGON
This concerns the rail yards in Delfzijl at the Metal Park Kade and at Kade D/E and for the Eemshaven this concerns the quay at the public loading and unloading point Eemshaven.	1. Usage of track for four-axle wagons with a maximum payload of up to 60 tons.	15.78
	2. Usage of GSP rail site/area.	7.54

9. Charts



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10. Annexes

Annex 1

NAUTICAL SERVICE PROVIDERS AND GOVERNMENT VESSELS

SERIAL NO.	CATEGORY
1	Tugboats with Delfzijl/Eemshaven as domicile
2	Pilot boats
3	Sounding watercraft
4	Bunker vessels
5	Bilge boats
6	Boats of fasteners or of fastener organisations
7	Customs vessels
8	Vessels Royal Netherlands Military Police
9	Police vessels
10	Rijkswaterstaat vessels
11	Ecoloss vessels