

General terms and conditions 2025

Sea harbour, quay, buoy and dolphin dues
Havenbedrijf Amsterdam N.V.



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These General Terms and Conditions of sea harbour, quay, buoy and dolphin dues for Havenbedrijf Amsterdam N.V. were established by the Executive Board of Havenbedrijf Amsterdam N.V. during the meeting of December 3rd 2024, and registered with the Amsterdam Chamber of Commerce.

General

Section I



Article 1

Definitions

Agribulk:

Cargo which according to the revised merchandise group classification of the *Nomenclature uniforme des marchandises pour les Statistiques de Transport Révisée* (Uniform Merchandise Nomenclature for Transport Statistics) is classified under group 01, 03 - 0391, 17 and 18;

Ballast:

Solid or liquid substances, without commercial value, which are either entirely or partially loaded onto a vessel for the purpose of increasing the vessel's stability or in order to lower its highest point above the water level.

Inland navigation vessel:

A vessel used and intended mainly for local, interurban or international commercial transport of goods by water to which the Inland Waterways Act applies.

Board/board transfer:

Direct transfer between two vessels.

Gross Ton (GT)

The unit of measurement for the gross content of a Seagoing vessel as defined in the International Convention on Tonnage Measurement of Ships, London 1969 (Treaty Series [Tractatenblad] 1970, 122 and 194).

Bunkering:

The act of taking on fuel required by the Seagoing vessel itself.

Client:

The natural person or legal entity making use of the Port with a Seagoing vessel or purchasing other services from Havenbedrijf Amsterdam N.V. , including the captain, the forwarding agent, the shipowner, the party using the vessel, the agent and the party who as representative of the aforementioned persons has performed preparatory activities in respect of Havenbedrijf Amsterdam N.V. in preparation for the aforementioned use or purchase of services.

Container ship:

A Seagoing vessel which due to its construction and design is exclusively intended for container transport.

Con/ro ship:

ConRO vessel: a Sea-going vessel that is intended or used mainly for both the transport of Cargo that is fully or partly driven on and off the vessel by means of suitably equipped built-in loading ramps and for the transport of containers to be placed on top of the deck;

Cruise ship:

A Seagoing vessel exclusively intended and used for the commercial transport of passengers undertaking the journey for the purpose of tourism, consisting principally of the sea journey itself.

Deep sea:

Maritime shipping operating outside of the Short sea sailing area.

Environmental Ship Index:

An index developed by the World Ports Climate Initiative to measure the air emission performances of seagoing vessels.

Ores:

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

ETA:

expected time of arrival at the berth.

ETD:

expected time of departure from the berth.

Green Award:

Certificate issued by Stichting Green Award in Rotterdam

Port:

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

Port Security Act:

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

Port security surcharge:

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

Harbour Master:

Havenbedrijf Amsterdam N.V. harbour master designated by the Municipal Executive of Amsterdam.

Cargo:

All merchandise and packaging materials, containers, trailers and lash bins, loaded and unloaded by a Seagoing vessel, with the exception of mafi trailers, the hand luggage of those travelling on the Seagoing vessel, ballast, fuel, provisions and other items required for personal use on the vessel and harmful substances as



defined in the Prevention of Pollution from Ships Act [*Wet voorkoming verontreiniging door schepen*]. Amount as per Bill of Lading

Lightering

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

Lightering facilities:

facilities needed to make lightering possible.

LOA:

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

Tonnage certificate:

Tonnage certificate which satisfies the requirements laid down in the International Convention on Tonnage Measurement of Ships, London 1969 (Treaty Series [*Tractatenblad*] 1970, 122 and 194).

Offshore vessel:

Seagoing vessel, principally intended for activities in the offshore industry (activities taking place away from or at a distance from the coast, aimed at the exploration and exploitation of oil and gas, wind energy, aquaculture or similar activities).

Oil product:

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

Warship:

Seagoing vessel deployed on behalf of the Royal Netherlands Navy or the navy of a foreign power, commanded by a naval officer and fully or partially manned by military personnel.

Decontamination berth:

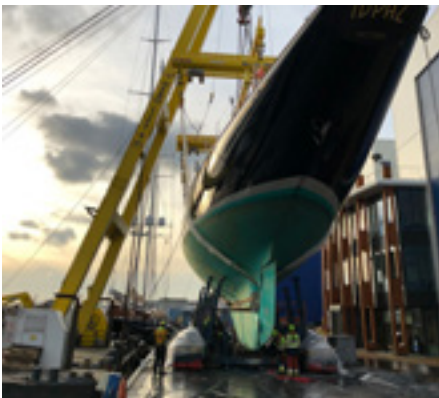
Designated, fixed location in a harbour for conducting decontamination work on vessels.

Jacking-up:

Raising a vessel by using movable legs that are attached to the hull

Roll-on/Roll-off vessel:

Seagoing vessel, principally intended for or used to transport Cargo, which is entirely or partially loaded onto and unloaded from the vessel on wheels via loading ramps which are part of the permanent equipment of the vessel and provided for that purpose.

**Ship repair facility:**

Facility whose principal activity is to perform or allow the opportunity to perform repairs to Seagoing vessels and which has berths designed and used specifically for that purpose.

Vessel:

- 1° 1. Any floating body which, due to its buoyancy, is used for, intended for or is suited to either transporting people or merchandise or objects by water, whether or not these constitute part of the floating body itself.
- 2° 2. Any other floating body, such as a work and installation raft, pontoon, wooden raft, elevator, diving bell, sand pump, dredger, floating machine, drilling platform or any other floating construction used for exploring or operating oil or gas fields or the extraction of minerals at sea.

Short sea:

Maritime shipping operating within the areas of Europe, the Mediterranean Sea, the Black Sea, Morocco, the Canary Islands, Madeira and the Cape Verde Islands.

Tug:

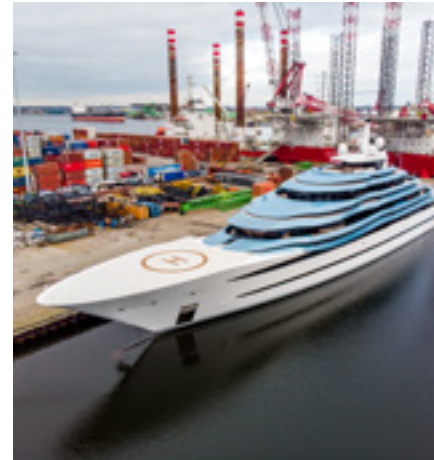
Seagoing vessel intended or used for tugging or pushing other vessels.

Ton:

A mass of 1000 kilograms.

Waiting Seagoing vessel:

Seagoing vessel for which the intended mooring berth is not immediately available and is therefore temporarily allocated another mooring berth, if available, by the Harbour Master.

**Yacht:**

Seagoing vessel exclusively intended and used as a pleasure craft.

Seagoing vessel:

Any Vessel intended for or used for voyages at sea as defined in the Ships Act [Schepenwet], as well as any Vessel that, as a result of being dismantled or scheduled for dismantling, is no longer used for going to sea or has lost its designated use as such.

Seagoing vessel in scheduled service:

Seagoing vessel that sails in accordance with a timetable submitted by the Client to Havenbedrijf Amsterdam N.V., where:

- The timetable must be publicly announced and made available at least four weeks before it is due to enter into effect.
- The timetable provides information on fixed departures and arrivals, so as to enable interested parties to bring Cargo for loading or receive it in a timely manner.
- Everyone can bring Cargo for loading, which shall be accepted under the applicable conditions.
- The actual quantity of goods loaded onto or unloaded from the Seagoing vessel comprises a minimum of 10% general cargo.
- The scheduled service comprises at least six visits per year.

Article 2

Applicability

2.1 These General Terms and Conditions shall apply to all agreements where the Client makes use of the Port and/or where Havenbedrijf Amsterdam N.V. provides services to the Client, as well as to offers and quotations from Havenbedrijf Amsterdam N.V. for stated use and/or carrying out stated services, unless parties agree otherwise in writing.

2.2 Insofar as not agreed otherwise explicitly and in writing, the Client waives the applicability of any of its own general terms and conditions, and Havenbedrijf Amsterdam N.V. explicitly rejects the applicability of the Client's general terms and conditions.

2.3 Amendments and/or deviations for the provisions set forth in these General Terms and Conditions shall only be binding on Havenbedrijf Amsterdam N.V. if and insofar as Havenbedrijf Amsterdam N.V. has expressly accepted the amendments or deviations in writing.



Article 3

Conclusion of the agreement and several liability

3.1 An agreement between Havenbedrijf Amsterdam N.V. and the Client is entered into (i) when Havenbedrijf Amsterdam N.V. has expressly accepted an order or an assignment from the Client in writing, (ii) when the Client provides a statement of information in accordance with Article 9 of these General Terms and Conditions or (iii) from the moment the Client actually makes use of the Port and/or the services provided by Havenbedrijf Amsterdam N.V. .

3.2 The persons designated as the Client in Article 1 of these General Terms and Conditions are considered to be joint and several debtors in respect of the fulfilment of all of the Client's obligations towards Havenbedrijf Amsterdam N.V. .

Article 4

Performance of services

4.1 Services within the definition of these General Terms and Conditions do not include the exercise of the public task by Havenbedrijf Amsterdam N.V. where a public law basis for applies unless Havenbedrijf Amsterdam N.V. performs these activities under the same legal terms and conditions as private economic entities.

4.2 Havenbedrijf Amsterdam N.V. is entitled to perform the services specified in these General Terms and Conditions as it sees fit.

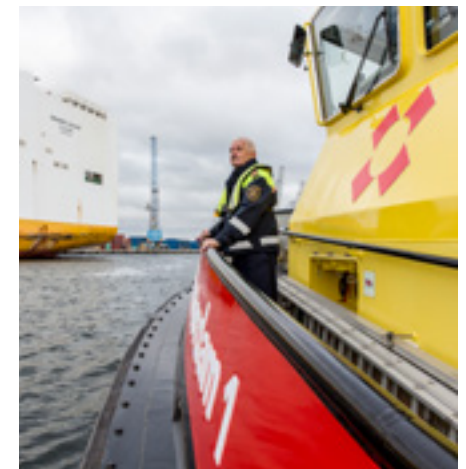
4.3 Havenbedrijf Amsterdam N.V. shall endeavour to perform the services to the best of its ability.

4.4 If circumstances as determined by Havenbedrijf Amsterdam N.V. dictate, Havenbedrijf Amsterdam N.V. shall in the performance of services be entitled to use items other than those agreed or to engage third parties, provided this does not compromise the quality of the performance as a whole.

4.5 The Client hereby accepts that the circumstances defined in paragraph 4.4, as well as unforeseen circumstances (including, but not limited to a shortage of berths) may affect the agreed or expected time at which the services will be completed.

4.6 The Client shall at all times provide Havenbedrijf Amsterdam N.V. with all information necessary for the proper performance of services in a timely manner and will grant all cooperation in this regard.

4.7 If the Client fails to provide Havenbedrijf Amsterdam N.V. with the necessary information or fails to do so in a timely manner, Havenbedrijf Amsterdam N.V. shall be entitled to suspend performance of the services at all times.



Sea harbour dues

Section II



Article 5

Liability for sea harbour dues

5.1 If the Client makes use of the Port with a Seagoing vessel and in this respect purchases the services of Havenbedrijf Amsterdam N.V. , the Client shall be required to pay sea harbour dues to Havenbedrijf Amsterdam N.V. .

5.2 The Client shall be required to pay the sea harbour dues upon commencement of the use of the berthing facilities or other Port facilities or the services performed by Havenbedrijf Amsterdam N.V. in that respect.

Article 6

Rates for sea harbour dues

6.1 The sea harbour dues payable by the Client shall be calculated on the basis of the fixed rates for sea harbour dues as set out in Annex 1 to these General Terms and Conditions.

6.2 In the calculation of the rates for vessels a proportion of a unit of measurement for content, expressed in Gross Tons (GT), or of Cargo, expressed in metric tons, is not counted.

6.3 If the weight in vacuum is mentioned in the Bill of Lading, the tonnage on the basis of weight in vacuum is applicable.

6.4 If there is insufficient indication of the number of tons of Cargo, the gross content of the Seagoing vessel

shall be used in applying the rates.

6.5 If no Tonnage certificate is submitted, Havenbedrijf Amsterdam N.V. shall determine the content of the Seagoing vessel in the calculation of the rates.

6.6 The amount of sea harbour dues payable shall be rounded to two decimal places and expressed in euro.

6.7 Havenbedrijf Amsterdam is authorized to raise 0,7% on the GT tariff and Cargo Rate on behalf of ORAM (the Amsterdam Region Business Association) and for social projects for seafarers in the Amsterdam Port.

Article 7

Calculating sea harbour dues

7.1 The rates for sea harbour dues, as referred to in Annex 1 to these General Terms and Conditions shall apply to an uninterrupted stay in the Port for a duration not exceeding thirty days, beginning on the first day of the Seagoing vessel's stay in the Port.

7.2 The duration of the stay in the Port shall not be deemed to be interrupted if the Seagoing vessel leaves the harbour and owing to adverse weather conditions or due to damage sustained on the outward journey immediately returns to the Port without having called at other ports.

7.3 The duration of the stay in the Port shall not be deemed to be interrupted if a tanker has had to leave the Port for a period not exceeding forty-eight hours to wait at sea for a berth to become available or for the purpose of degassing or cleaning work insofar as the stay at sea does not involve calling at another port. To effectuate this, the Client must send an e-mail to havengeld@portofamsterdam.com prior to leaving the Port, with the reason why the Port had to be left.

7.4 For the purpose of establishing the duration of the stay in the Port, the Client can apply that the period of a visit to the port in the Municipality of Zaanstad, immediately prior to or immediately following on from the stay in the Port shall be taken into account. To effectuate this, the Client must send an e-mail to havengeld@portofamsterdam.com, after which a form must be submitted with all data that is required to calculate the port dues that are due to the Municipality of Zaanstad.

7.5 If a situation as outlined in the fourth paragraph of this Article arises, no more shall be charged in calculating the rates than that which the Client would have been required to pay if all loading and/or unloading activities had taken place in the Port.

7.6 For the purpose of calculating and collecting sea harbour dues, the Port is regarded as a single entity.

Article 8

Exemptions

8.1 Sea harbour dues shall not be charged for the use of the Port and services used in that respect on the understanding that the stay in the Port does not last any longer than is required for the nature of the visit, by:

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

period on one or more test voyages.

- e** A Seagoing vessel that calls at the Port with the sole purpose of docking and/or carrying out repairs at an approved Ship Repair Facility on the understanding that the Harbourmaster is notified in writing in advance.
- f** A Seagoing vessel that calls at the Port for a period not exceeding thirty days for the sole purpose of having repairs carried out by an approved ship repair company outside of a Ship Repair Facility on the understanding that the Harbourmaster is notified in writing in advance and that the Harbourmaster receives an immediate written declaration detailing the nature of the work from the ship repair company once the work has been completed.
- g** A Seagoing vessel that calls at the Port for a period not exceeding thirty days for the sole purpose of exchanging crew and/or taking injured or deceased persons ashore, provided that the Harbourmaster is notified in writing in advance.
- h** A Seagoing vessel that calls at the Port for the sole purpose of demolition, provided that the ship sails to the area where demolition work is to be carried out immediately upon arrival, and that the Harbourmaster is notified in writing by the Client in advance of the demolition.

- i A Seagoing vessel which sails through the Port without unloading, loading, mooring at quays, shores or landing stages or using any site serving shipping which is managed or maintained by Havenbedrijf Amsterdam N.V. , provided that the Seagoing vessel does not stay in Port for any longer than is required to sail straight through.
- j A Seagoing vessel which calls at the Port for a period not exceeding 12 hours for the sole purpose of bunkering, provided that the Harbourmaster is notified in writing in advance.
- k A Seagoing vessel which calls at the Port for the sole purpose of carrying out work commissioned by Havenbedrijf Amsterdam

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

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



Article 9

Statement of information

9.1 The Client must provide Havenbedrijf Amsterdam N.V. an electronic statement via the harbour information system Portbase of all information required for the purpose of determining the sea harbour dues payable no later than 10 days after the departure of the Seagoing vessel from the Port. Havenbedrijf Amsterdam N.V. is authorised to determine which documents are valid to support the transshipment data for the statement as referred to in Article 9.4

9.2 Havenbedrijf Amsterdam N.V. is authorised to request a security of payment from the Client, in the form of a security deposit or bank guarantee.

9.3 In the event of the continued stay in the Port and at the end of the period defined in Article 7.1 of these General Terms and Conditions, the Client must submit an additional statement relating to the extension of the Seagoing vessel's stay in the Port prior to commencement of each subsequent thirty-day period.

9.4 The Client must at all times be able to demonstrate in writing the Cargo Tonnage transferred. Immediately upon the request of Havenbedrijf Amsterdam N.V. , the Client shall grant access to all documents containing transshipment data relevant to the sea harbour dues payable or provide Havenbedrijf Amsterdam N.V. with copies of all relevant documents. If the Client does not grant full access to or provide copies of relevant documents, the rate shall be calculated according to the provisions laid down in Article 11.1 of these General Terms and Conditions.

Article 10

Invoicing and payment of sea harbour dues

10.1 The Client shall be required to pay the sea harbour dues at the same time as submitting the statement as defined in Article 9.1 of these General Terms and Conditions.

10.2 Contrary to paragraph 10.1, the sea harbour dues may be paid upon receipt of an invoice if the Client has provided security of payment to Havenbedrijf Amsterdam N.V. as defined in Article 9.2 of these General Terms and Conditions. In the aforementioned case, Havenbedrijf Amsterdam N.V. must have received payment within fourteen calendar days of the invoice date. In that case, payment may be made by means of direct debit, in which case the invoice amount shall be debited with a value date 21 calendar days after the invoice date.

10.3 Disputes between Havenbedrijf Amsterdam N.V. and the Client do not entitle the Client to delay payment.

Article 11

Lack of or incorrect statement

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

11.2 If the Client determines that due to an incorrect statement, the amount paid is either too low or too high, the Client shall be required to inform Havenbedrijf Amsterdam N.V. in writing immediately. In that case, the Client is obliged to enclose all documents in evidence of the inaccuracy of the initial or supplementary statement.



11.3 If Havenbedrijf Amsterdam N.V. determines that the Client has paid too little or too much, Havenbedrijf Amsterdam N.V. shall decide whether to settle the difference by means of an invoice or credit note.

11.4 If a Havenbedrijf Amsterdam N.V. audit reveals that the Client paid too little, due to an incomplete and or incorrect statement, the Client shall owe the difference plus a surcharge of 10% of the total amount payable.

11.5 Notifications defined in the second paragraph of this Article must have been received by Havenbedrijf Amsterdam N.V. no later than three months after the invoice date. Upon expiry of this period, the Client is deemed to be in agreement with the level of sea harbour dues.

Article 12

Costs and interest

12.1 If the Client fails to pay the sea harbour dues on time, the Client is in default by operation of law and Havenbedrijf Amsterdam N.V. shall be entitled to charge interest as defined in Section 119a of Book 6 of the Dutch Civil Code over the entire amount due as from the payment deadline.

12.2 All extrajudicial costs incurred by Havenbedrijf Amsterdam N.V. in relation to the collection of the amount owed and not paid on time by the Client shall be borne by the Client. These costs are fixed at 15% of the amount to be collected, unless Havenbedrijf Amsterdam N.V. demonstrates that the actual costs incurred are higher.

Quay, buoy and dolphin dues

Section III



Article 13

Liability for quay, buoy and dolphin dues

13.1 If the Client makes use of public quays, buoys or piles in the Port with a Seagoing vessel, it shall be required to pay quay, buoy or dolphin dues. In the context of these Terms and Conditions public jetties are considered as quays.

13.2 The quay, buoy and dolphin dues will be calculated based on the fixed rates as set out in the rate table appended to these General Terms and Conditions as Annex 1. When use of a public quay, buoy or dolphin is preceded by a reservation of this berth, the client will be invoiced for the timeslot the berth is reserved. Article 17.a and following apply.

13.3 The Client shall also be required to pay a Port security surcharge for the use of a public quay with a Seagoing vessel. The Port security surcharge is set out in the rate table appended to these General Terms and Conditions as Annex 1.

13.4 The reservation of public quays by Seagoing vessels is including the terrain for direct loading and/ or

unloading on the quay. The terrain which the Cliënt may use is no larger than is reasonably required for the loading and unloading and the usage may not include storage, but only the loading and/ or unloading itself.

Article 14

Rates/calculation of quay, buoy and dolphin dues

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

14.2 In the case of Board/board transfer only the vessel with the greatest length will be charged for quay, buoy or dolphin dues, for the actual usage of the quay, buoy or dolphin. In the case of Board/board transfer with two vessels of equal length, only the vessel that moored first will be charged for quay, buoy or dolphin dues. When the reservation is longer than the actual usage, the additional dues for this longer duration will be charged to the Client who has made the reservation.

14.3 In the case of double mooring alongside a pontoon, quay, buoy or dolphin dues will only be charged for the vessel and not the pontoon.

Article 15

Exemptions

15.1 Quay, buoy and dolphin dues will not be charged for use by:

- a** A seagoing vessel, waiting to load or unload, during the first seventy-two consecutive hours immediately after arrival in the Port.
- b** Vessels as referred to in Article 8(a), Article 8(b), Article 8(c), Article 8(g), Article 8(k).



Article 16

Invoicing and payment of quay, buoy and dolphin dues

16.1 The Client shall be required to settle the quay, buoy and dolphin dues, as well as the Port security surcharge, within 14 calendar days of the invoice date.

16.2 Payment of the quay, buoy and dolphin dues, as well as the Port security surcharge may be made by means of direct debit, in which case the invoice amount shall be debited with a value date 21 calendar days after the invoice date.

16.3 Disputes between Havenbedrijf Amsterdam N.V. and the Client do not entitle the Client to delay payment.

Article 17

Costs and interest

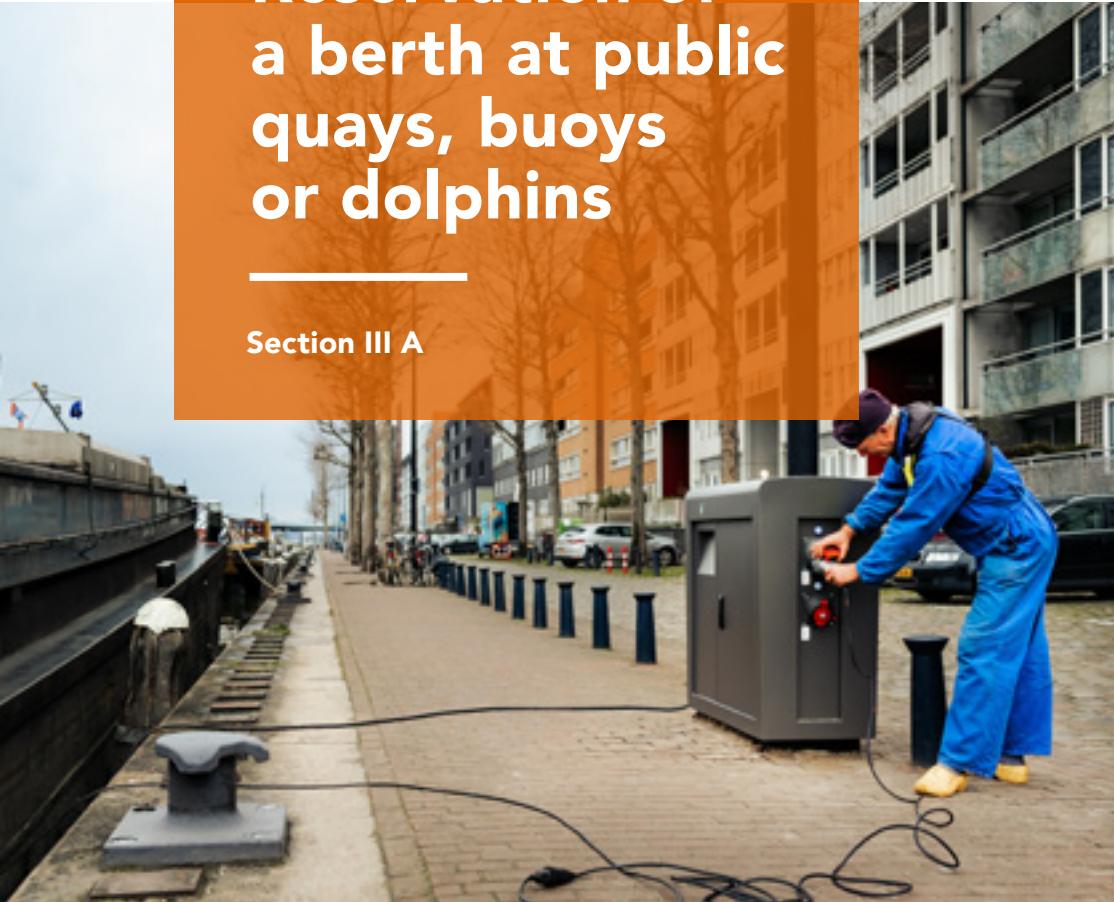
17.1 The provisions stipulated in Articles 11.3 and 12 of these General Terms and Conditions shall apply *mutatis mutandis* to the quay, buoy and dolphin dues and to the Port

security surcharge payable, on the understanding that 'sea harbour dues' is substituted by 'quay, buoy or dolphin dues' or 'Port security surcharge'.



Reservation of a berth at public quays, buoys or dolphins

Section III A



Article 17A

Reservation method

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

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

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

17A.3 A reservation will be confirmed based on the date and time of receipt of the request, the availability of the desired location for the period and activity indicated and provided that there are no public law restrictions in place. Confirmation will be given on a first come, first served basis. The types of activities allowed at the berth are listed in an overview per separate berth, which can be found on the Port of Amsterdam website.

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

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

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

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

17A.8 When berthing at a public berth that has not been reserved in advance, Client must send in a notification no later than the time of arrival at berth. When sending in the notification Client must use the online reservation form as referred to in Article 17. In doing so Client reports the details as referred to in Article 17.



Article 17B

Reservation for transhipment

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

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

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



Article 17C

Reservation for use other than transhipment

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

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

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



Article 17D

Financial provisions

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

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

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

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

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

17D.6 Articles 17D.4 and 17D.5 are not applicable to jetty reservations.

Article 17E

Reimbursement for the use of IJ dolphins; lightering facilities

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

17E.2 As soon as the Client uses the lightering facilities of Havenbedrijf Amsterdam N.V. with a seagoing vessel outside of the locks, the obligation arises for the Client to pay a fee to Havenbedrijf Amsterdam N.V..

When the lightering facilities are used in combination with a visit to the Port of Amsterdam, a different tariff will apply, as stated in the List of tariffs for sea harbour, quay, buoy and dolphin dues.

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





Miscellaneous general provisions

Section IV

Article 18

Berths

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

Article 19

Rates

19.1 Havenbedrijf Amsterdam N.V. may adjust the rates specified in the rate tables at any time.

19.2 The rates set out in the rate tables are exclusive of sales tax. The client pays, on top of the aforementioned rates, the value-added tax that is due.

Article 20

Liability

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

20.2 The liability of Havenbedrijf Amsterdam N.V. for activities as defined in Article 4.1 is excluded.

20.3 If, for whatever reason, the insurer of Havenbedrijf Amsterdam N.V. does not effect payment to Havenbedrijf Amsterdam N.V. or if the damage is not covered by the insurer of Havenbedrijf Amsterdam N.V. , the

liability of Havenbedrijf Amsterdam N.V. shall never exceed an amount of €500 per incident/event resulting in damage being sustained. A series of connected incidents/events resulting in damage being sustained shall be deemed as one incident/event.

20.4 The provisions set forth in this Article do not apply if and insofar as the damage is due to gross negligence or intent of Havenbedrijf Amsterdam N.V. .

20.5 All liability for loss of profit, reduced revenue and any other indirect damages and consequential loss is expressly excluded.

Article 21

Force majeure

21.1 If Havenbedrijf Amsterdam N.V. fails in the fulfilment of any obligation towards the Client, this failure cannot be imputed to Havenbedrijf Amsterdam N.V. , and consequently Havenbedrijf Amsterdam N.V. shall not be in default, if Havenbedrijf Amsterdam N.V. 's fulfilment of that obligation is impeded or rendered impossible by foreseeable or unforeseeable circumstances beyond the control of Havenbedrijf Amsterdam N.V. . These circumstances include, but are not limited to: war, terrorism,

occupation, government measures of any nature, natural disasters, fire, explosion, adverse weather, blockades, strikes, shortage of berthing facilities, breakdown of sea locks in IJmuiden and any other circumstances not reasonably foreseeable by Havenbedrijf Amsterdam N.V. and beyond the control of Havenbedrijf Amsterdam N.V. .

21.2 In the event of force majeure, Havenbedrijf Amsterdam N.V. shall be entitled to suspend fulfilment of its obligations until such time that the situation of force majeure no longer impedes fulfilment. If the situation of force majeure lasts in excess of one month, Havenbedrijf Amsterdam N.V. and the Client shall both be entitled to fully or partially terminate the agreement without obligation to compensation for damages.

Article 22

Indemnity

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

Article 23

Suspension and termination

23.1 If the Client remains in default of any obligation towards Havenbedrijf Amsterdam N.V. , as well as in the event of bankruptcy, suspension of payments or cessation of the Client's business, Havenbedrijf Amsterdam N.V. shall be entitled to, without judicial intervention and without incurring any compensation to be paid to the Client, either suspend the services, in whole or in part, for a temporary period or permanently, or terminate the agreement in question in reference to all or part of the as yet unfulfilled portion of the agreement, at the discretion of Havenbedrijf Amsterdam N.V. , by means of a written declaration to the Client. The foregoing is without prejudice to the other rights entitled to Havenbedrijf Amsterdam N.V. .

23.2 If the agreement is terminated on the grounds stated in paragraph 23.1, all claims held by Havenbedrijf Amsterdam N.V. may be demanded immediately and in full.



Article 24

Removal of a Seagoing vessel

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



Article 25

Applicable law and disputes

25.1 All rights, obligations and disputes arising from these General Terms and Conditions are governed by Dutch law to the exclusion of all other laws.

25.2 The competent court in the district of Amsterdam shall have exclusive competence over any disputes that may arise in connection with these General Terms and Conditions or any agreement between the parties that may arise from these General Terms and Conditions.



Article 26

Nullity of one or more provisions

26.1 The nullity of any provision set forth in the agreement or in these General Terms and Conditions shall have no effect on the other provisions of the agreement and these General Terms and Conditions.

26.2 If and insofar as any provision set forth in the agreement or in these General Terms and Conditions is deemed to be unreasonably onerous, unacceptable or invalid under the given circumstances, the provision in question shall be replaced by a provision applicable between the parties that, taking all circumstances into account, will be acceptable and approach the scope of the provision deemed non-applicable under the circumstances.

These General Terms and Conditions shall apply starting on January 1st 2025.

Havenbedrijf Amsterdam N.V.

List of rates 2024

Sea harbour, quay, buoy and
dolphin dues
Havenbedrijf Amsterdam N.V.



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Rates for quay dues, buoy dues and dolphin dues	49

This list of rates is an annex to the General Terms and Conditions of sea harbour, quay, buoy and dolphin dues for Havenbedrijf Amsterdam N.V., as registered with the Amsterdam Chamber of Commerce, established by the Executive Board of Havenbedrijf Amsterdam N.V. during the meeting of December 3rd 2024.

Preface

All rates in this overview are stated in euro.

The following changes have been made compared to the rates for 2024:

- All rates have been increased by 2,66%.
- Rates 1.3 (supply vessel), 1.8 (cruise ship) and 1.9 (yacht) have been scrapped. Rates 3.2 (offshore vessel) and 3.3 (cruise ship) have been added, and yachts have been placed under rate 3.1. Visits without cargo now fall under chapter 3, not chapter 1.
- The 'second call' rates for deepsea vessels (in scheduled service) had fallen into disuse and have been scrapped.
- An additional rate for jacking-up operations has been introduced and serves as compensation for activities that are required as a result of the impact of jack-up operations on the underwater surface and nautical infrastructure.

In the accompanying General Terms and Conditions of Sea Harbour, Quay, Buoy and Dolphin Dues the following changes have been made compared to 2024:

- To apply for the 48-hour arrangement for tankers (Article 7.3) an e-mail must be sent to havengeld@portofamsterdam.com before initially leaving the port.
- The exemptions for the

christening of ships and for cruise ships calling at the Port for the first time have been scrapped.

- The discount on the GT-rate for a second visit after a failed blending procedure had fallen into disuse and has been scrapped.
- The surcharges have been scrapped for not cancelling a reservation for a waiting place at a public jetty in time (Articles 17D4 and 17D5).

Per 2026 the following amendments will be implemented:

- Per 2026 the TIER-standards arrangement for cruise ships will be amended, including differentiation between ships using shore power and ships without shore power.
- Per 2026 the maximum tonnage over which harbour charges are levied under chapters I and II will be increased to 57.500 GT, following the completion of both the new IJmuiden Sea Lock and the salt dam and the resulting improvement in the shipping space that can on average be used effectively by larger ships.

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

An English and Dutch version is available on our website:

www.portofamsterdam.com

Rates for sea harbour dues

I. Seagoing vessels with cargo, not sailing in scheduled service

For the use of the port and the use of services for a maximum of one month, rate A shall apply, unless using the combined rate B results in a lower sum, in which case this lower sum shall be payable (see table 1).

Special conditions:

- These rates are only applicable to visits to the Port where cargo is loaded and/or unloaded. Chapter III is applicable to visits to the Port without loading and/or unloading activities.

- If upon entry, part of the useful shipping space cannot be used due to the draught limit of the seaway leading up to it, harbour charges can only be levied on a maximum tonnage of 50,000 GT, with the exception of roll-on/-roll-off vessels.
- An oil tanker, of which part of the load is an annex 1 product, will be charged the oil tanker rate.

Rates 2025		Rate A	Rate B	
Rate code	Description	Per GT	Per GT	Per ton of cargo
1.1	General rate	1.179	0.372	0.601
1.2	Coal or cokes (non-petroleum cokes)*	0.979	0.309	0.495
1.4	Container vessel	0.353	0.225	0.381
1.5	Roll-on/roll-off vessel	0.494	0.205	0.147
1.6	Oil tanker	1.286	0.418	0.651

Table 1

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

Agribulk frequency reduction

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

Number of visits	Discount percentage
6 to 11 times	10%
12 to 25 times	15%
26 times or more	20%

Special conditions:

- Reductions shall not be applied on a cumulative basis.
- The written request for a reduction, submitted in advance, must satisfy the following two conditions:
 - The seagoing vessels use the

port under the responsibility of the same client.

- Seagoing vessels must sail under the same shipowner, owner or entity to which they are provided for use or a combination of these parties on a frequent basis.

Lighterage facilities

Vessels using the lighterage facilities outside the locks while calling on Port of Amsterdam are required to pay a fee for the transshipment of cargo into and from sea-going vessels. This fee is calculated per transhipped tonne of cargo, as shown in the table below (see table 2). Vessels using the lighterage facilities outside the locks without calling on Port of Amsterdam are required to pay a fee, as shown in the table below (see table 3).

2025 Rates		Rate A	Rate B	
Rate code	Description	Per GT	Per GT	Per tonne of cargo
1.10	General rate			0.601
1.11	Coal or cokes (non- petroleum cokes)*			0.495

Table 2

2025 Rates		Rate A	Rate B	
Rate code	Description	Per GT	Per GT	Per tonne of cargo
1.12	General rate	1.179	0.372	0.601
1.13	Coal or cokes (excluding petroleum cokes)*	1.154	0.361	0.589

Table 3

* if the discharged or loaded cargo of the ship consists of at least half of the weight of

II. Seagoing vessels with cargo, sailing in scheduled service

For the use of the port and the use of services for a maximum of one month, rate A shall apply, unless using the combined rate B results in a lower sum, in which case this lower sum shall be payable (see table 4).

Special conditions:

- These rates are only applicable to visits to the Port where cargo is loaded and/or unloaded. Chapter III is applicable to visits to the Port without loading and/or unloading activities.
- If upon entry, part of the useful shipping space cannot be used due to the draught limit of the seaway leading to it, harbour charges

can only be levied on a maximum tonnage of 50,000 GT, with the exception of roll-on/-roll-off vessels.

- If at least half of the weight of the cargo loaded onto or unloaded from a seagoing vessel, excluding container ships, consists of containers, the vessel shall be subject to rates 2.2, 2.5 or 2.7 depending on the category in question.

2025 Rates		Rate A	Rate B	
Rate code	Description	Per GT	Per GT	Per ton of cargo
2.1	Short sea general rate	0.487	0.238	0.417
2.2	Short sea container rate	0.287	0.149	0.417
2.3	Short sea roll-on/roll-off rate	0.384	0.149	0.303
2.4	Deep sea general rate	0.722	0.372	0.580
2.5	Deep sea container rate	0.346	0.220	0.381
2.6	Deep sea roll-on/roll-off rate	0.363	0.177	0.370
2.7*	Deep sea con/ro rate	0.204	0.099	0.208

Table 4

*Valid through December 31st 2025

Frequency reductions

Reductions for seagoing vessels making use of the harbour shall be applied as follows to the rates included in codes 2.1 up to and including 2.7:

Number of times per year	Discount percentage
From 6 times per year	10%
From 13 times per year	15%
From 26 times per year	20%
From 52 times per year	25%
From 104 times per year	30%
From 156 times per year	35%
From 208 times per year	40%
From 260 times per year	45%

Special conditions:

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



III. Miscellaneous rates for Seagoing vessels

The following rates shall apply to the use of the port and the use of related services in case **no cargo is loaded or unloaded by Seagoing vessels** (see table 5).

Special conditions:

- The conditions as referred to in Articles 7.4 and 7.5 of the General Terms and Conditions of sea harbour, quay, buoy and dolphin dues shall apply.
- If these rates are applied following an exemption under Article 8, paragraph D, e, f, g, l, the first day following the exemption shall count as day 1 in determining whether the rate should be applied for a stay shorter, equal to, or longer than 60 days (if applicable).



Rate code	Description	2025 Rates Per GT
3.1	When the continuous stay in the port is shorter than or equal to 60 days. This does not apply to Offshore vessels and Cruise ships.	0.383
3.2	Offshore vessel when the continuous stay in the port if shorter than or equal to 60 days	0.783
3.3	Cruise ship	0.264
3.4	When the continuous stay in the port is longer than 60 days. This does not apply to Cruise ships.	1.179

Tabel 5



The following rate shall apply to the use of the port and the use of services (see table 6).

Rate code	Description	2025 Rates Per GT
3.5	With the exception of offshore vessels, Cruise ships, Yachts and Pontoons, for not longer than 48 hours, provided that no cargo is unloaded or loaded and no tug services are carried out	0.146

Tabel 6

Jacking-up
(see table 7).

Rate code	Description	2025 Rates Per GT
3.6	For jacking-up a vessel an additional rate applies	€9,550.00

Tabel 7

IV. Environmental discounts and -incentives for seagoing vessels

Green Award Discount

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

The incentive is given only once for each call, where call is defined as one single visit (time-period between entering and leaving) to the whole Amsterdam North Sea Canal area.

is depending on the gross tonnage (GT) of the vessel.

- The calculating formula of the height of the incentive is:
 - A: ESI-score > 25 points: score/100 multiplied by 'GT-class reward'.
 - B: ESI-score > 36 points: add ½ of 'GT-class reward'.

GT-class reward	Amount
0 - 3000	€ 200
3001 – 10.000	€ 500
10.001 – 30.000	€ 900
30.001 – 50.000	€ 1.200
50.001 and up	€ 1.400

Environmental Ship Index incentive

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

- The ship must have an ESI-score of 25 points and above: below 20 points no incentive will be applied.
- If the ESI-score is above or equal to 36 points, an extra bonus will be applied.
- The height of the incentive

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

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



visit a berth within the port of Amsterdam; and

- (One of) the purpose(s) of the visit at the berth(s) situated within the port of Amsterdam must be discharging, loading or for a cruise ship or yacht, a cruise visit; and
- The ESI-score to obtain the incentive is the ESI-score, published on the public part of the official ESI-website, valid at the time and date of arrival at the first berth situated within the municipality of Amsterdam; and
- The ESI reward shall automatically be included by Port of Amsterdam when processing the port dues declaration. The ESI reward will be calculated on the basis of the applicable quarterly ESI score. The ESI reward does not need to be applied for separately from the port dues declaration.
- Incentives cannot be claimed

retrospectively; and

- During the call in the Amsterdam North Sea Canal Area the ship is not banned from the official ESI-website due to the negative results of an eventual audit; and
- The incentive is maximized to the amount of the port dues invoice in case the incentive exceeds the port dues; and
- When referring to 'incentive' or 'bonus', this means a discount on port dues

For more information about the ESI, you can reach the website at www.iaphworldports.org/environmental-ship-index-esi/.

Emission at Berth Index incentive

Any call by a sea cruise ship which reports data within 72 hours of departure for the past visit via the ESI at berth module will qualify for an incentive. The report contains the necessary data with which the ship's air emissions while moored at the quay are calculated by the ESI module.

From the data supplied a berth performance score ranging from 0 to 150 will also be calculated. The incentives apply as follows:

BT klasse	Beloning
Report & score ESI at berth < 25	€ 500
Report & score ESI at berth >=25, < 50	€ 1000
Report & score ESI at berth >=50, < 75	€ 1500
Report & score ESI at berth >=75, < 100	€ 2000
Report & score ESI at berth >=100	€ 2500

The structure of the performance score is explained in more detail on the Environmental Ship Index website: www.environmentalshipindex.org/.

This incentive applies separately and if relevant in addition to the existing incentive for the overall ESI score in 2025.

TIER standards arrangement

Cruise ships that qualify for TIER III are eligible for a discount on the cruise rate (rate 3.3) of 30%.

Cruise ships that qualify for TIER 0 or TIER I will pay a premium on the cruise rate (rate 3.3) of 10%.



Rates for quay dues, buoy dues and dolphin dues

Quay dues, buoy dues and dolphin dues are payable to Havenbedrijf Amsterdam N.V. for the use of public quays, buoys and dolphins. The rates shall apply to the quays, buoys and

dolphins as published on the website of Havenbedrijf Amsterdam N.V. www.portofamsterdam.nl/PortOffice. This overview will be determined by the Harbour Master.

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

Rate code	Description	2025 Rate
4.1	Per period of 24 hours	3.97

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

For the use of a buoy, per buoy:

Rate code	Description	2025 Rates
5.1	Per period of 24 hours	637.41

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

For the use of a bollard berth, per berth:

Rate code	Description	2025 Rates
6.1	Per period of 24 hours	1,262.17
6.2	Per period of 24 hours, when simultaneously using the 4 parts of either Mercuriushaven North, or Mercuriushaven South	1,632.38
6.3	Per period of 24 hours, when using Mercuriushavenpalen North-East (comprising 2 parts) or South-East (comprising 2 parts), per part.	637.41
6.4	Per period of 24 hours, when using Mercuriushavenpalen North-West (comprising 2 parts) or South-West (comprising 2 parts), per part.	380.89

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

Port of Amsterdam

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