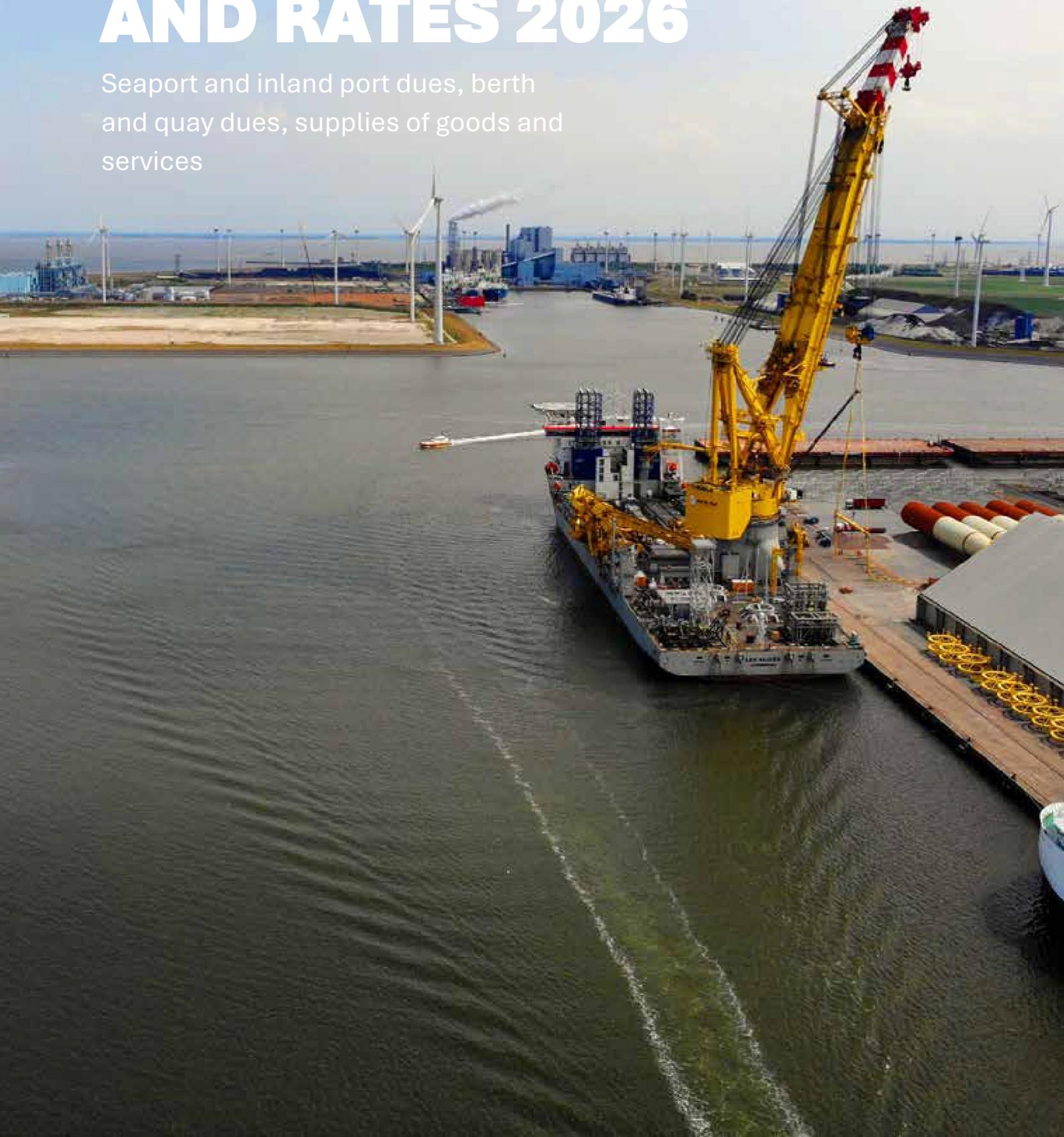


GENERAL TERMS AND CONDITIONS AND RATES 2026

Seaport and inland port dues, berth
and quay dues, supplies of goods and
services



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GENERAL TERMS AND CONDITIONS



1. GENERAL

1.1 DEFINITION OF TERMS

A full day	a consecutive 24-hour period;
Bunkering activity	a seagoing vessel taking on fuel for its own use (bunkering), a seagoing vessel returning unused fuel (debunkering), delivering fuel to a seagoing vessel for use by that seagoing vessel, or taking back unused fuel from a seagoing vessel;
Cargo	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 applying the rates, as included in Chapter 9. Rates, ship's supplies such as ballast, fuel, provisions and so on, intended for the ship's 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;
Cargo capacity	the difference in tonnes between the freshwater displacement of the vessel at its maximum permissible draught and that of the empty vessel;
Cargo vessel	an inland vessel mainly intended or used for the transport of goods;
Client	the natural person or legal entity that 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 in use, the agent, as well as the person who, as a representative of the aforementioned persons or entities, has carried out acts in respect of Groningen Seaports N.V. in preparation for the aforementioned use or purchase of services;
Consumer	<ol style="list-style-type: none"> 1. the natural person or legal entity that purchases electrical energy or water from the port authority; 2. the natural person or legal entity 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 vessel, which, pursuant to its construction and equipment, is intended 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, which are mainly the sea voyage itself;
Depth	the guaranteed water depth compared to Normaal Amsterdams Peil (NAP);
Dutch Ships Act	the 'Schepenwet', Act of 1 July 1909 (Bulletin of Acts and Decrees 219);

Fishing vessel	a seagoing or inland vessel, intended and used mainly for catching fish or other living resources of the sea;
GR Groningen Seaports	de Gemeenschappelijke Regeling Havenschap Groningen Seaports ('Joint arrangement port authority Groningen Seaports');
Groningen Seaports N.V.	the public limited company Groningen Seaports N.V.;
Gross Tonnes (GT)	the unit for the gross tonnage of a seagoing vessel within the meaning of the International Convention on Tonnage Measurement 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, insofar as they are under private-law management of Groningen Seaports N.V.;
HAP vessel	any seagoing vessel, of any type, operating in the marine environment, including fishing vessels, pleasure craft, hydrofoil boats, hovercraft, submersibles, and floating craft, as well as installations whilst afloat, except when the vessel referred to above is positioned above the seabed for the purpose of surveying the presence of minerals or extracting minerals;
Harbour master	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 GR Groningen Seaports. The Harbour master 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 any case vessels under construction, craft, ship's hulls, etcetera;
Inland vessel	a vessel intended or used exclusively for navigation on inland waterways;
Invoice date	the invoice date that is noted on the invoice;
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;
Lifeboat	a Vessel which, pursuant to its construction and equipment, is intended or used for rescuing drowning persons and is employed by a nationally recognised rescue company;
Nautical service providers and government vessels	the categories of vessels listed in Annex 1;
Passenger vessel	a seagoing or inland vessel, other than a cruise vessel, which is intended or used for the commercial transport of more than twelve passengers;

Pleasure craft	a seagoing or inland vessel, intended or used mainly for recreational purposes, not being a passenger vessel, a cruise vessel, a sport fishing vessel, or a sailing work vessel;
Port	the harbours, sites, waters, quays, jetties, mooring posts, mooring buoys and other similar structures or facilities of Groningen Seaports N.V., as well as of parties with which Groningen Seaports N.V. has concluded an arrangement with regard to calculating and collecting seaport dues and/or inland port dues. The Port area is indicated on the map attached to these General Terms and Conditions in Chapter 10;
Port Waste Plan	<ul style="list-style-type: none"> • Havenafvalplan Groningen Seaports 2023 (Port Waste Plan of Groningen Seaports), or • Visserij havenafvalplan (Vishap) Groningen Seaports (Fisheries Port Waste Plan Groningen Seaports);
Public Holiday	one of the generally recognised public holidays, as referred to in Section 3 of the Dutch General Extension of Time-limits Act (Bulletin of Acts and Decrees 1964, 314);
Quarter	a period of three consecutive calendar months;
Quay	a bank of navigable water, insofar as equipped with a quay wall, stone slope, or other bank defence;
Reefer vessel	a seagoing vessel which, pursuant to its construction and equipment, is intended or used in full or almost in full for the transport of refrigerated cargo;
Roll-on/roll-off vessel	a seagoing vessel, intended or used mainly for the carriage of cargo, or cargo and passengers, whereby the cargo is driven on and off board over a ramp, specifically intended for that purpose and part of the vessel's fixed equipment;
Sailing commercial vessel	a vessel, other than a passenger or recreational craft, propelled by sails and intended or used mainly for the commercial carriage of passengers.
Seagoing vessel	<ol style="list-style-type: none"> 1. Any vessel used or designated for use in open sea, as provided for in Section 1.1 of the Dutch Ships Act (Bulletin of Acts and Decrees 1909, 219); 2. Any vessel that, 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 regular 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, available in full to anyone which includes Delfzijl and/or Eemshaven as port of origin and/or port of destination, to which vessel any goods that qualify as cargo by nature or quantity can be offered as cargo by anyone, which must be accepted under the applicable conditions;
Ship	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 any kind, irrespective of whether they form an integral part of the floating body, as well as any other floating body such as a working raft, pontoon, wooden raft, elevator, floating equipment, drilling platform, or any other floating installation for the purpose of exploring or exploiting oil and gas fields or extracting minerals at sea;

Ship repair facility	an installation whose main activity is to carry out or facilitate repairs to vessels and which has berths specifically designated and/or in use for that purpose;
Slops	harmful substances as referred to in Section 1 of the Dutch Act to Prevent Pollution from Vessels (Bulletin of Acts and Decrees 1983, 683), which arose as a result of the housekeeping of a vessel;
Sport fishing vessel	a seagoing vessel, not being a fishing vessel or 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 of the vessel;
Table	the Schedules of Rates attached to these regulations and that are part of these regulations;
Term	the period of time stated in the tables during which the berth is used, calculated from the time of being moored until the time of being fully unmoored, on the understanding that a new term begins if the vessel departs and returns during that period;
Tonnage Certificate	the tonnage certificate that meets the requirements set out in the International Convention of 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 vessels;
Tonne	a mass of 1,000 kilograms;
Tugboat	a seagoing or inland vessel which, pursuant to its construction and equipment, is intended or used for towing, pushing, or assisting other vessels;
Vessel	a ship;
Warship	1. A seagoing vessel used for the benefit of the Netherlands Royal Navy or the navy of a foreign power, which is commanded by a naval officer and which is manned in full or in part by military personnel, provided that no cargo is unloaded or taken on; 2. A seagoing vessel used to supply Dutch or other armed forces, provided the goods in the port and in transit are handled only by military personnel;
Waste fee	indirect contribution paid for the provision of services of port-reception facilities for HAP vessels, irrespective of whether actual vessel-generated waste is delivered, in accordance with the Act to Prevent Pollution from Ships, Section 6d;
Year	a consecutive 365-day period;

12 SCOPE

- 1 These general terms and conditions apply to all agreements whereby the Client makes use of the Port and/or whereby Groningen Seaports N.V. provides services to the Client, and 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.

13 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 2.2 and 3.2 of these General Terms and Conditions, or (iii) from the time the Client actually makes use of the services provided by Groningen Seaports N.V.
- 2 The various persons designated as Client shall be regarded as joint and several debtors with regard to the fulfilling all the Client's obligations in respect of Groningen Seaports N.V.

14 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 during the provision of services, or to engage third parties, provided this does not adversely affect the quality of the performance as a whole.
- 5 Herewith, the Client accepts that circumstances as referred to in Article 1.4.4, 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 always provide Groningen Seaports N.V. with all the information required for the proper performance of the services and invoicing in good time and shall provide all the required cooperation.
- 7 If the Client fails to provide Groningen Seaports N.V. with the necessary information or to do so on time, Groningen Seaports N.V. shall in any event be entitled to suspend the performance of the services.

2. SEAPORT DUES

2.1 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 be liable to pay Groningen Seaports N.V. seaport dues.
- 2 The Client shall be liable to pay the seaport dues as soon as the use of the Port, or the enjoyment of the services provided in connection with that use, commences.

2.2 SUPPLY OF INFORMATION

- 1 No later than at the start of the Seagoing vessel's stay in the Port, the Client shall provide Groningen Seaports N.V. with an initial electronic statement of all data relevant to determining the payable seaport dues.
- 2 No later than five calendar days after the departure of the Seagoing vessel from the Port, the Client shall provide Groningen Seaports N.V. with an additional statement and/or confirmation of the transhipment data and all berths the Seagoing vessel used in 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 an additional 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 quantity of transhipped Tonnes of Cargo. At Groningen Seaports N.V.'s first request, the Client shall grant Groningen Seaports N.V. access to or a copy of all documents regarding transhipment data that are relevant to paying and collecting seaport dues.

2.3 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, and if the Client does not provide full access, nor a copy thereof, the rate will be calculated in accordance with the rate that leads to the highest payable amount. In this case the Client is also liable to pay 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 shall notify Groningen Seaports N.V. in writing immediately. The Client is obliged to enclose all the documents that demonstrate 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. shall, at its discretion, offset 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 be liable to pay the underpaid amount plus a surcharge of 25% of the underpaid amount, with a minimum of € 500. This surcharge is not payable if the Client has notified Groningen Seaports N.V. in writing that the additional statement was incomplete or incorrect no later than three weeks after the invoice date.
- 5 Notifications as referred to in Article 2.3.2 must be received by Groningen Seaports N.V. no later than within three months of the invoice date. After expiry of this period, the Client shall be deemed to have agreed to the level of the seaport dues.

24 RATE CALCULATION AND APPLICATION OF SEAPORT DUES

- 1 The seaport dues payable by the Client shall be calculated on the basis of the system and rates included in Chapter 9. Rates.
- 2 If several rates are listed, the lowest of the A, B, and C rate will be applied.
- 3 A minimum amount always applies to the seaport dues, and this amount is listed in table 8 'Minimum dues' in Chapter 9. Rates. Discounts do not apply to this minimum amount.
- 4 The following are taken into account on applying the Schedule of Seaport Dues:
 - a. the gross capacity of the Seagoing vessel, expressed in Gross Tonnage (GT);
 - b. the quantity, expressed in metric tonnes, of cargo unloaded and/or taken on by the Seagoing vessel in the Port;
 - c. the type of goods, expressed in tonnes, which have been unloaded and/or taken on by the Seagoing vessel in the Port and for which a separate rate is included in table 5 'Types of Goods' Chapter 9. Rates.
 - d. the total duration of the Seagoing vessel's stay in the Port.
- 5 On applying the Schedule of Seaport Dues in Chapter 9. Rates and calculating the payable amount:
 - 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 demonstrated by the Tonnage Certificate or, in the case of two tonnage certificates by both tonnage certificates, the gross content at the maximum permitted squat is taken as the criterion;
 - c. c. the period required for docking or repair at a ship repair facility located within the Port is not taken into account, provided:
 1. *the usage does not last longer than necessary for this purpose, to be decided at the discretion of the Harbour master;*
 2. *the Harbour master was given written notification of the intention in advance 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 ship repair facility concerned confirming the content of the notification;*
 - d. the use of the Port by a Seagoing vessel that visits Eemshaven and the port at Delfzijl (or vice versa) immediately afterwards is deemed to have commenced at the time at which the first of the aforementioned ports was used.

25 ENVIRONMENTAL SHIP INDEX DISCOUNT

- 1 The following discount applies to the seaport dues calculated in accordance with these General Terms and Conditions: Depending on the number of points scored on the Environmental Ship Index, as maintained by the International Association of Ports and Harbours (can be consulted at www.environmentalshipindex.org),, seagoing vessels may be eligible for a discount on the seaport dues in line with table 6 'Environmental Ship Index discount' in Chapter 9. Rates.
- 2 The ESI discount cannot be claimed with retroactive effect.

26 FREQUENCY DISCOUNT

In function of the number of vessel visits in the previous calendar year, a frequency discount may be awarded in line with table 7 'Frequency discount' in Chapter 9. Rates.

27 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 corresponding services take place only for docking or having repairs carried out at a ship repair facility provided:
 1. *the usage does not last longer than necessary for this purpose, to be decided at the discretion of the Harbour master;*
 2. *the Harbour master was given written notification of the docking or repair in advance and immediately after the activities have been completed; the latter notification must be accompanied by a written statement issued by the manager of the ship 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 corresponding services is restricted to the disembarkation of drowned persons, sick or dead persons, provided:
 1. *The use of the Port and the corresponding services does not last longer than required for that purpose; and*
 2. *Notification of the intention to do so has been given in writing to the Harbour master in advance;*
 3. *The Harbour master has been notified of the completion in writing immediately after the actions have been completed;*
- f. A Lifeboat.

3. INLAND PORT DUES

3.1 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 be liable to pay Groningen Seaports N.V. inland port dues.
- 2 The Client shall be liable to pay the inland port dues as soon as the use of the Port, or the enjoyment of the services provided in connection with that use, commences.

3.2 SUPPLY OF INFORMATION

- 1 Immediately at the start of the stay in the Port, the Client shall inform Groningen Seaports N.V. orally or in writing of all the information relevant to determining the payable inland port dues.
- 2 If the Client fails to provide the required information on time, Groningen Seaports N.V. may apply a surcharge of 25% on the aforementioned amount, with a minimum of € 25 (twenty-five euros), in addition to the payable inland port dues.

3.3 RATE CALCULATION AND APPLICATION OF INLAND PORT DUES

- 1 The inland port dues payable by the Client shall be calculated on the basis of the system and rates included in Chapter 9. Rates.
- 2 A minimum amount always applies to the inland port dues, and this amount is listed in the columns 'Minimum dues' in table 9 'Visitor's rate' and table 10 'Subscription' in Chapter 9. Rates. Discounts do not apply to this minimum amount.
- 3 The following are taken into account on applying the Schedule of Inland Port Dues:
 - 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 Schedule of Inland Port Dues;
 - d. the total duration of the Inland vessel's stay in the Port.
- 4 When the rates are applied and the payable amount is calculated:
 - a. a portion of a unit of Cargo Capacity, surface, 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 of the Vessel;
 - c. the term required to wait for the next berth or for docking, the repair, preparing for the first voyage, or the repair at a ship repair facility, is not taken into account, provided:
 1. the usage does not last longer than necessary for this purpose, to be decided at the discretion of the Harbour master;
 2. the Harbour master was given written notification of the intention in advance 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 ship repair facility concerned confirming the content of the notification;
 - d. the use of the Port by an Inland vessel that visits Eemshaven and the port at Delfzijl (or vice versa) immediately afterwards is deemed to have commenced at the time at which the first of the aforementioned ports was used;
 - e. the Load capacity or surface is determined on the basis of a Tonnage Certificate provided by the Client;
 - f. the use of the Port by an Inland vessel that has not reported to Groningen Seaports N.V. on arrival, which is found in the morning at 07.30 or whose use of the Port is established afterwards in any other way, shall be deemed to have commenced at 16.00 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 on the day of observation.

3.4 GREEN AWARD DISCOUNT

- 1 The following discount applies to the inland port dues calculated in accordance with these General Terms and Conditions:
Inland vessels with a Green Award certificate are eligible for a discount on the inland port dues in line with table 11 'Green award discount' in Chapter 9. Rates.
- 2 The Green Award discount cannot be claimed with retroactive effect.

3.5 EXEMPTIONS

Inland port dues are not charged for the use of the Port and the services provided in that regard:

- 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 a Cargo vessel, when the use of the Port and the enjoyment of services take 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 Harbour master;*
 2. *the Harbour master was given written notification of the docking or repair in advance and immediately after the activities have been completed; the latter notification must be accompanied by a written statement issued by the manager of the ship repair facility concerned confirming the content of the notification;*
- d. for an Inland vessel for a maximum period of two days, if the use of the Port and the corresponding services is restricted to the disembarkation of drowned persons, sick or dead persons, provided that:
 1. *The use of the Port and the corresponding services does not last longer than required for that purpose; and*
 2. *Notification of the intention to do so has been given in writing to the Harbour master in advance;*
 3. *The Harbour master has been notified of the completion in writing immediately after the actions have been completed;*

4. BERTH DUES

4.1 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 public service and owned, managed or maintained by 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 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 The berth dues are 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.

4.2 LEVY STANDARD

The length of the vessel and the duration of the use of the berth are the standard for levying and calculating the berth dues.

4.3 RATES

- 1 The berth dues are calculated on the basis of the rates included in the tables 12,13, and 14 in Chapter 9. Rates, with due regard to the special provisions included therein and the provisions of Article 2.2.
- 2 A minimum amount always applies to the berth dues, and this amount is listed in the relevant table in Chapter 9. Rates. Discounts do not apply to this minimum amount.

4.4 RATE APPLICATION

When the rates are applied:

- a. part of a unit of length or time is calculated as a full unit;
- b. if a Tonnage Certificate is not submitted, a Tonnage Certificate will be requested from the Client.

45 EXEMPTIONS

Berth dues are 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 the port and the services are used exclusively in connection with docking or having repairs carried out at a ship repair facility, provided that both the time of commencement and the end of the docking or repair has been communicated in writing to the Harbour master in advance. The notification of the end of the work shall be accompanied by a written statement issued by the manager of the ship repair facility concerned confirming the content of the notification;
- c. 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 drowned persons, sick or dead persons, provided the Harbour master is notified in writing in advance of the intention to do so and immediately after the completion of the actions;
- d. a Seagoing vessel which has a fixed berth based on an agreement referred to in Article 1.3, provided the vessel uses the berth specified in the agreement.

Without prejudice to the provisions of Article 2.1, the management of Groningen Seaports N.V. may grant full or partial exemption from berth dues in special circumstances.

46 LIABILITY

The berth dues are payable as soon as the vessel has taken a berth.

5. QUAY DUES

5.1 GENERAL

- 1 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 Groningen Seaports N.V..
- 2 The quay dues are payable by the leaseholder, Lessee, owner or otherwise entitled party, who has access to a quay.

5.2 LEVY STANDARD

The length of the quay is the standard for levying and calculating 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 length of the operational room.

5.3 RATES

The quay dues are calculated on the basis of the rates included in table 15 'Quay dues' in Chapter 9. Rates, with due regard to the special provisions included therein and the provisions of Article 2.2.

5.4 RATE APPLICATION

When the rates are applied:

- a. part of a unit of length or time is calculated as a full unit;
- b. if a Tonnage Certificate is not submitted, a Tonnage Certificate will be requested from the Client.

6. REGULATION ON SUPPLIES OF GOODS AND SERVICES

6.1 GENERAL

These regulations apply to the use of the storage areas, unloading area, mooring buoys, bollards, water and power supplies that belong to Groningen Seaports N.V., as well as to services provided by Groningen Seaports N.V.

6.2 POWER SUPPLY

Groningen Seaports N.V. provides electricity at the 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 power supply, to prohibit usage for certain purposes or to impose special conditions on the supply.

6.3 PROVISION OF WATER

Upon request, Groningen Seaports N.V. provides water at the rate included in table 16 'Provision of water Delfzijl and Eemshaven' and table 17 'Use of water on public quays' in Chapter 9. Rates, with due regard to its special provisions.

6.4 USE OF PUBLIC UNLOADING AREA AND BOLLARDS

- 1 Prior permission from the Harbour master of Groningen Seaports N.V. is required for the use of the unloading location for rail traffic along Oosterhorn. The aforementioned use takes place at the rates included in Chapter 9. Rates, with due regard to its special provisions.
- 2 The permission of the Harbour master of Groningen Seaports N.V. is required for the selection of a berth and for the use of mooring buoys or bollards. This is subject to a fee.

6.5 DAMAGE AND LIABILITY

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 electricity 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 electricity, its liability shall be limited, insofar as lawfully valid, to direct losses.

6.6 ROUNDING OFF OF PERIODS

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 payable fees.

7. WASTE FEE

7.1 LIABILITY FOR WASTE FEE

If the Client moors a HAP vessel in the HAP area, he will be liable to Groningen Seaports N.V. for a Waste Fee.

7.2 WASTE FEES

- 1 The Waste Fee payable by the Client shall be calculated with the calculation rules and amounts in the applicable Port Waste Plan, which are included in tables 19 and 20 in Chapter 9. Rates.
- 2 The Waste Fees may be changed in accordance with the procedure described in the applicable Port Waste Plan.

7.3 SUPPLY OF INFORMATION

- 1 Prior to the HAP-liable vessel's stay in the HAP area, the Client shall provide the Harbour master with electronic notification of the visit.
- 2 No later than five calendar days after the departure of the HAP vessel from the Port, the Client shall provide Groningen Seaports N.V. with an additional electronic statement and/or confirmation of all the information relevant to determining the payable Waste Fee.

7.4 RATE CALCULATION

The Waste Fee is calculated on the basis of the notification and statement, and member's list published by SFAV.

7.5 EXCEPTIONS AND EXEMPTIONS

A Waste Fee is not charged in situations described in the applicable Port Waste Plan.

8. OTHER GENERAL CONDITIONS

8.1 INVOICING AND PAYMENT

- 1 All amounts payable by the Client shall be invoiced on the basis of the Client's statement, unless stated otherwise. If the client has not submitted a statement, the payable amount will be calculated by applying the rate that yields the highest payable amount.
- 2 Payment of the payable amounts, such as seaport dues, inland port dues, berth and quay dues, and waste fees, shall take place within 30 calendar days of the invoice date.
- 3 Payment may take place by means of direct debit. In that case, the payable amount is debited with a currency date of 30 calendar days from the invoice date.
- 4 Disputes between Groningen Seaports N.V. and the Client do not entitle the Client to suspend payment.

8.2 COSTS AND INTEREST IN CASE OF LATE PAYMENT

- 1 If the Client does not pay on time, he is automatically in default, and Groningen Seaports N.V. is entitled to charge statutory interest pursuant to Book 6, Section 119a of the Dutch Civil Code, to be charged from the due date of the invoice.
- 2 If Groningen Seaports N.V. establishes that the Client has not paid enough, the Client is liable to pay a surcharge of 25% of the underpaid amount with a minimum of € 25.00, unless the client itself reported the error within three weeks.
- 3 All extrajudicial costs incurred by Groningen Seaports N.V. in claiming the outstanding amount shall be borne by the Client. These costs are set at 15% of the payable amount, unless Groningen Seaports N.V. demonstrates it incurred higher costs.

8.3 SUBSCRIPTIONS

- 1 Subscriptions for seaport dues, berth dues, and inland port dues, irrespective of whether this concerns a monthly, quarterly, or annual subscription, shall be invoiced as a single payment after the start of the subscription period.
- 2 The Client is obliged to pay the full amount of the subscription in one single payment, irrespective of the duration of the subscription. Payment shall be made within 30 calendar days of the invoice date.

8.4 BERTHS

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

8.5 RATES

- 1 Groningen Seaports N.V. reserves the right to amend the rates listed in the Schedule of Rates twice a year - on and from 1 January and 1 July.
- 2 All rates are exclusive of VAT. If a Seagoing vessel qualifies within the meaning 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 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°. 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 0% VAT 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 Groningen Seaports N.V. in advance and an invoice including 21% VAT will be sent.
- 6 If it becomes apparent that a Seagoing vessel does not qualify under the Decree and Groningen Seaports N.V. 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.

8.6 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 has a statutory liability 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 gross negligence or intent 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.

8.7 FORCE MAJEURE

- 1 If Groningen Seaports N.V. fails to perform any obligation to the Client, such a shortcoming cannot be attributed to Groningen Seaports N.V., and therefore it is not in default, if complying with 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 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 full or in part without being liable for any compensation.

8.8 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.

8.9 SUSPENSION AND DISSOLUTION

- 1 If the Client fails to fulfil any obligation towards Groningen Seaports N.V., and in the event of bankruptcy, a composition, or closure of the Client's business, Groningen Seaports N.V. shall be entitled, without judicial intervention and without any compensation being payable to the Client in this respect, at its own discretion, to suspend the services in full or in part for a definite or indefinite period or to dissolve the relevant agreement in full 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 the first paragraph, any claim that Groningen Seaports N.V. has shall become immediately due and payable in full.

8.10 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.

8.11 APPLICABLE LAW AND DISPUTES

- 1 All rights, obligations and disputes arising from these General Terms and Conditions Seaport Dues and Inland Port Dues shall be governed exclusively by Dutch law.
- 2 Any disputes that may arise between the parties in connection with these General Terms and Conditions or any resulting agreements shall be settled exclusively by the competent court in the district of Groningen.

8.12 INVALIDITY OF ONE OR MORE PROVISIONS

- 1 The invalidity of any provision of the agreement or of these General Terms and Conditions shall not affect the other provisions of the agreement and these General Terms and 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 continue to apply in full.

9. RATES



SEAPORT DUES

Table 1 'VESSELS NOT IN REGULAR SERVICE' (per 30 days)

Code	Description	Rate A per GT	Rate B per GT	Rate B per tonne	Rate C per tonne
1.1	Loading/unloading vessel, general rate	1.099	0.350	0.563	See table 5 types of goods
1.2	Roll-on Roll-off vessel	0.494	0.173	0.146	
1.3	Container vessel	0.288	0.159	0.220	
1.4	Reefer vessel	0.159	0.088	0.563	
1.5	Supply vessel	0.517	0.266	0.463	
1.6	Passenger vessel	0.304			
1.7	Fishing vessel up to 200 GT	0.327			
1.8	Fishing vessel over 200 GT	0.438			
1.9	Pleasure craft, Sport fishing vessel, Sailing work vessel	0.350			
1.10	Tugboat	0.350			

Table 2 'VESSELS IN REGULAR SERVICE' (per 30 days)

Code	Description	Rate A per GT	Rate B per GT	Rate B per tonne	Rate C per tonne
2.1	Loading/unloading vessel, general rate	0.688	0.350	0.563	See table 5 types of goods
2.2	Roll-on Roll-off vessel	0.372	0.172	0.066	
2.3	Container vessel	0.288	0.159	0.096	
2.4	Reefer vessel	0.159	0.088	0.563	

Table 3 'SPECIAL CATEGORIES'

Code	Description	Rate per GT
3.1	Seagoing vessels that could come under codes 1.1 to 1.5, which do not stay in the port for more than 24 hours without loading or unloading, but only for a Bunkering Activity, taking ballast, discharging slops, or making a short technical visit.	0.218
3.2	Seagoing vessels that could come under codes 1.1 to 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 a Bunkering Activity, taking ballast, releasing harmful substances, or for a technical visit to the port.	0.328
3.3	Hulls for a 1st period of 30 days	0.272
3.4	Vessel to be mobilised or demobilised for any period of 30 days	0.437

Table 4 'SUBSCRIPTIONS FOR CREW & SUPPLY TENDERS, SURVEY & RESEARCH VESSELS, TUGBOATS'

Code	Description	Rate per GT
4.1	Month	6.45
4.2	Quarter	19.14
4.3	Year	75.76

Table 5 'TYPES OF GOODS'

Type of goods	Rate per tonne	Type of goods	Rate per tonne
Aluminium alloys	1.176	Methanol	0.878
Cars	1.587	Malt	0.782
Beet pulp	0.782	Mineral oil	0.836
Biodiesel	0.856	Paper	0.821
Calcium chloride	0.891	Rapeseed oil	0.964
Caravan/camper	2.415	Silicon Carbide	1.020
Cellulose	1.347	Slag	0.779
Cement	0.728	Stone split	0.836
Barley	0.779	Landfill stone	1.489
Plaster	0.878	Sugar	0.878
Plaster, end product	1.372	Wheat	0.864
Glycerine	1.277	Animal feed	0.963
Fertilizer	0.737	Fish, frozen	1.955
LNG	0.600	Trucks	3.145
Magnesite	0.850	Sodium metasilicate	0.850
Magnesium chloride	0.792	Softwood	1.431
Maize	0.878	Sand	0.798
MDI	1.063	Salt	0.836
Molasses	1.063		

Type of goods	Rate per unit
20" containers	1.489
30" containers	2.195
40"- 45" containers	2.947

Table 6 'ENVIRONMENTAL SHIP INDEX DISCOUNT'

Score	Discount
$\geq 20 < 40$	5%
$\geq 40 < 60$	10%
$\geq 60 < 80$	15%
≥ 80	20%

Table 7 'FREQUENCY DISCOUNT'

Number of visits per calendar year	0-12	13-25	26-51	52-77	78-103	104-155	156-207	208-259	260-519	520-999	>1000
Discount	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%

RATE TERMS

- 1 Regular services and subscriptions must be applied for.
- 2 For each consecutive visit, irrespective of the duration, one rate code applies.
- 3 A frequency discount only applies to codes 1.1 to 1.10 and if it concerns one and the same vessel.
- 4 The frequency discount is granted retrospectively, starting on 1 January of the following year.
- 5 The frequency discount does not apply to the minimum payable dues.
- 6 A replacement vessel in regular service is assessed according to its status on departure.

Table 8 'MINIMUM DUES'

Description	Rate
Fishing vessels ≤ 200 GT	17.30
Fishing vessels > 200 GT	87.80
Other vessels	60.20

INLAND PORT DUES

Table 9 'VISITOR'S RATE'

Code	Type of vessel	Levy standard	Unit	Rate per 1 full day	Rate per 7 full days	Minimum dues
1	Cargo vessel loading/unloading	Cargo capacity	tonne	N/A	0.124	21.40
2	Lay-by vessel	Cargo capacity	tonne	N/A	0.062	21.40
3	Passenger and fishing vessel	Surface	m ₂	N/A	0.124	21.40
4	Floating equipment, raft, storage pontoon, etc.	Surface	m ₂	N/A	0.124	21.40
5	Tugboat	Surface	m ₂	N/A	0.683	21.40
6	Pleasure craft	The vessel	N/A	19.73	N/A	N/A
7	Sailing commercial vessel	The vessel	N/A	35.76	N/A	N/A
8	Service provider/government vessel	Cargo capacity	tonne	N/A	N/A	21.40

Table 10 'SUBSCRIPTION'

Code	Type of vessel	Levy standard	Unit	Rate per quarter	Rate per year	Minimum dues per quarter	Minimum dues per year
1	Cargo vessel loading/unloading	Cargo capacity	tonne	1.503	5.155	163.00	570.70
3	Passenger and fishing vessel	Surface	m ₂	1.652	5.664	179.20	627.20
4	Floating equipment, raft, storage pontoon, etc.	Surface	m ₂	1.001	3.706	163.00	570.70
5	Tugboat	Surface	m ₂	4.142	14.201	179.20	627.20
8	Service provider/government vessel	Cargo capacity	tonne	1.681	5.761	182.20	637.60

Table 11 'GREEN AWARD DISCOUNT'

Level / label	Discount
Bronze	5%
Silver	10%
Gold	15%
Platinum	20%

N.B.

- 1 The term lay-by vessel refers to: cargo vessel not unloading and/or loading and all vessels that cannot be categorised under another heading. Lay-by vessels are subject to the provision 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 the surcharge is 10%*
 - *for the 6th to the 8th week the surcharge is 20%*
 - *for the 9th to the 12th week the surcharge is 30%*
 - *from 12 weeks onwards the surcharge is 40%.*
- 2 The 'Service Provider' 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 Harbour master.

SPECIAL PROVISIONS

- 1 For each consecutive visit, irrespective of the duration, one rate code applies.
- 2 A quarterly subscription can start on the first day of a month and must be requested in writing in advance.
- 3 An annual subscription can start on the first day of a month and must be requested in writing in advance.
- 4 The time periods '1 full day' and '7 full days' begin at the time indicated in Article 3.1, but end as soon as the vessel departs from the port.
- 5 The specification 'N/A' means that the period in question does not apply to the relevant vessel.

BERTH DUES

Table 12 'SEAGOING VESSELS EXCLUDING FISHING VESSELS'

(per linear metre per 24 hours)

Port	Harbour basin	Facility	Rate	Minimum dues
Appingedam	Eemskanaal	Berth Woldbrug (Fivelpoort)	1.033	60.20
Delfzijl	Farmsumerhaven	Farmsumerhaven quays and jetties	3.872	60.20
Delfzijl	Handelshaven	Floating jetty	3.872	60.20
Delfzijl	Handelshaven	Handelskade Oost-posts	1.033	60.20
Delfzijl	Handelshaven	Handelskade West	2.427	60.20
Delfzijl	Handelshaven	Jetty Farmsum	3.872	60.20
Delfzijl	Oosterhornhaven	Berth for hazardous goods vessels	1.033	60.20
Delfzijl	Oosterhornhaven	Jetty Metal Park	1.033	60.20
Eemshaven	Beatrixhaven	Beatrixhaven	3.259	60.20
Eemshaven	Beatrixhaven	Heavy cargo quay	3.836	60.20
Eemshaven	Emmahaven	Floating jetty	3.872	60.20
Eemshaven	Julianahaven	Bulk quay	3.836	60.20
Eemshaven	Julianahaven	Posts Julianahaven	1.033	60.20
Eemshaven	Wilhelminahaven	Unloading jetty Wilhelminahaven	3.058	60.20
Eemshaven	Wilhelminahaven	Wilhelminakade East quay and South quay	4.695	60.20

Table 13 'FISHING VESSELS'

(per linear metre per hour)

Facility	Rate for fishing vessels \leq 200 GT	Rate for fishing vessels $>$ 200 GT
Jetties	0.065	0.103
Quays	0.045	0.045
Minimum dues	22.10	35.00

Table 14 'SUBSCRIPTIONS BERTH DUES FOR PUBLIC BERTHS FOR CREW & SUPPLY TENDERS, SURVEY VESSELS, TUGBOATS'

(per linear metre per period)

Period	Rate
Month	56.87
Quarter	164.79
Year	652.33

QUAY DUES

Table 15 'Quay dues'

(rates per linear metre per year)

Depth	If it concerns a quay wall of Groningen Seaports	In the case of stone slopes, other bank defences, or quay walls of third parties
< 10 M	214.03	102.93
10 M	245.68	108.38
11 M	295.54	143.18
12 M	363.47	170.83
13 M	431.41	207.86
14 M	499.28	244.91
15 M	567.22	281.95
16 M	667.54	334.27
17 M	785.60	396.30

SUPPLIES OF GOODS AND SERVICES

Table 16 'PROVISION OF WATER DELFZIJL AND EEMSHAVEN'

Water consumption	Rate
Water consumption, minimum rate to 10 m3	47.76
Water consumption, exceeding 10 m3, per m3	4.776

Coupling and uncoupling per operation	Rate
Monday to Friday from 06.00 to 18.00	70.00
Monday to Friday from 18.00 to 06.00	105.00
Weekends and public holidays	105.00

Table 17 'USE OF WATER ON PUBLIC QUAYS'

Only for water used to spray goods	Rate
Water consumption per m3	4.776

**Table 18 'USE OF PUBLIC UNLOADING AREA'
(rates per wagon)**

Special provisions	Description	Rate
Concerns the railway yards in Delfzijl at the Metal Park Quay and at Quay D/E and for Eemshaven this concerns the quay at the public loading and unloading area in Eemshaven.	1 Use of track for four-axle wagons with a maximum Loading Capacity of up to 60 tonnes:	16.81
	2 Use of railway yards.	8.03

WASTE FEE

Table 19 'INDIRECT FEE FOR VESSEL VISITS THAT ARE SUBJECT TO THE FISHERIES PORT WASTE PLAN'

Criterion	Fixed fee
Every vessel	37.00

Table 20 'INDIRECT FEE FOR OTHER VESSEL VISITS THAT ARE SUBJECT TO THE PORT WASTE PLAN'

ANNEX I

Criterion	Fixed fee	Variable fee per GT
Vessel < 10,000 GT	19.00	0.027
Vessel ≥ 10,000 and < 22,000 GT	225.00	0.007
Vessel ≥ 22,000 GT	360.00	N/A

Criterion	Discount
Short sea vessel	20%

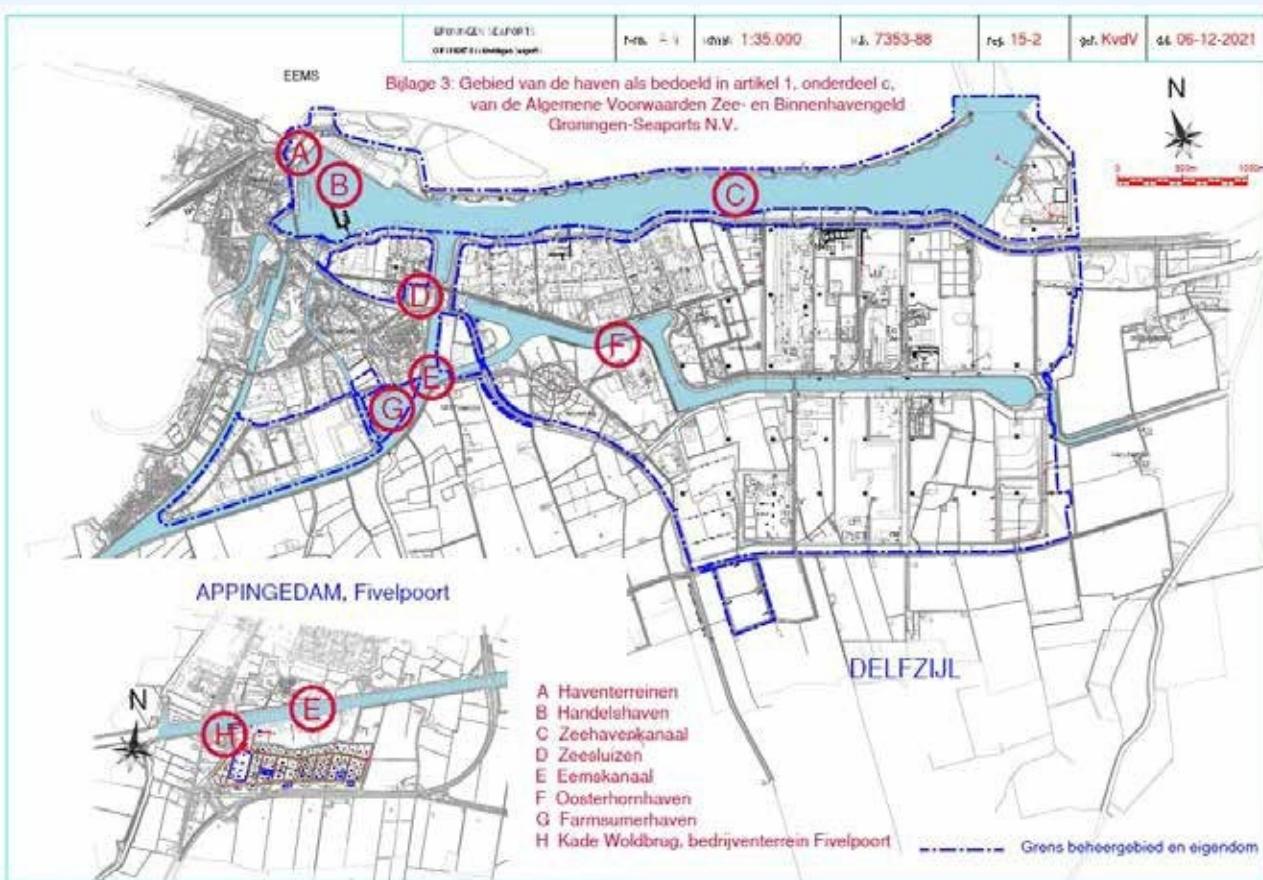
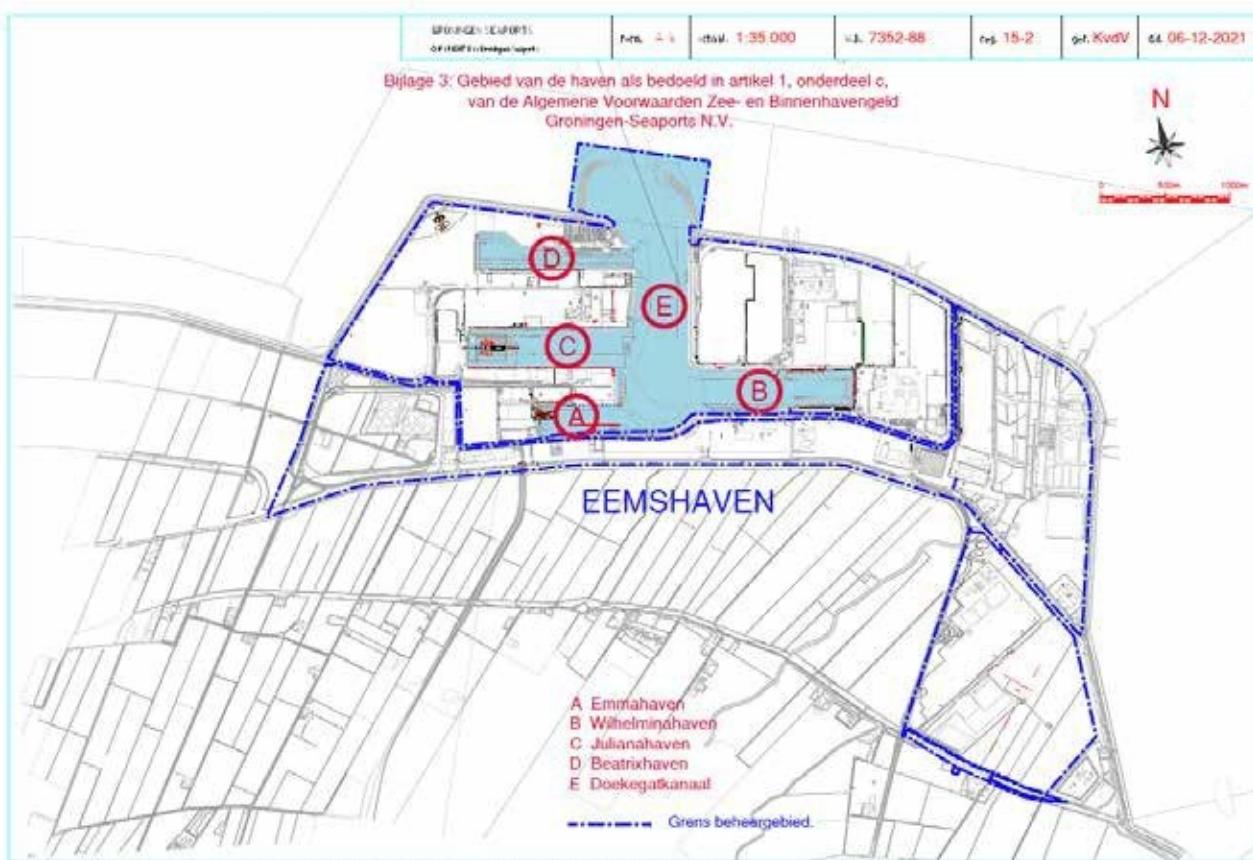
ANNEX V

Criterion	Fixed fee	Variable fee per GT
Vessel < 10,000 GT	56.00	0.081
Vessel ≥ 10,000 and < 22,000 GT	673.00	0.019
Vessel ≥ 22,000 GT	1,080.00	N/A

Criterion	Discount
Short sea vessel	20%

10. MAPS





11. ANNEXES



ANNEX 1

NAUTICAL SERVICE PROVIDERS AND GOVERNMENT VESSELS

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



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