

## General terms and conditions Truck Charges Hutchison Ports ECT Rotterdam (ECT)

### 1. Definitions

**ECT terminals:** the Hutchison Ports ECT Delta terminal and the Hutchison Ports ECT Euromax terminal.

**Climate tariff:** surcharge for each Truck visit to the ECT terminals with a truck that does not qualify as a zero emission truck.

**MyTerminal:** ECT's online customer platform with digital information and insights into relevant terminal processes, available via <https://myterminal.ect.nl>

**Distribution surcharge:** surcharge for each Truck visit to the ECT terminals as mentioned in 3.1.

**Distribution premium:** the premium for a Truck visit, as mentioned in 3.2, which ECT periodically settles with the Road haulier.

**Truck visit:** every visit to the ECT terminals with a truck for the pick-up and/or delivery of one or more containers that starts at the moment of entering the ECT terminals via Security-In as registered by ECT.

**Road haulier:** the trucking company and/or any other (legal) person who enters the ECT terminals on behalf of or instructed by the trucking company for a Truck visit.

**VRTO conditions:** the General terms and conditions of the Rotterdam Terminal Operators' Association, filed at the Registry of the District Court of Rotterdam on 2 September 2009.

### 2. Applicability of conditions

These General terms and conditions apply as of January 1, 2024 for every Truck visit to the ECT terminals to which the Distribution surcharge, the Distribution premium and the Climate tariff are applicable. In addition, the General terms and conditions of the Rotterdam Terminal Operators' Association (VRTO) apply to all ECT services. The VRTO conditions can be found via <https://vrto.nl/contact/algemene-voorwaarden>

The applicability of any other terms and conditions used by the Road haulier is hereby explicitly rejected.

### 3. Distribution surcharge, Distribution premium and Climate tariff

- 3.1 As of January 1, 2024, all Road hauliers are obligated to pay a Distribution surcharge for every Truck visit to the ECT terminals starting on Monday, Tuesday, Wednesday, Thursday or Friday from 05.00 hours up to and including 18.59 hours.

- 3.2 For each Truck visit to the ECT terminals starting on Monday, Tuesday, Wednesday, Thursday, Friday from 00.00 hours up to and including 04.59 hours and from 19.00 hours up to and including 23.59 hours or during weekends from 00.00 hours up to and including 23.59 hours, ECT settles a Distribution premium with the Road haulier. On the Road haulier's monthly invoice, the Distribution premiums are deducted from the Distribution surcharges as mentioned under 3.1. The sum of the monthly Distribution premiums will never exceed the amount of the total Distribution surcharge due for that month. The offset of the Distribution premiums against the Distribution surcharges is done separately for each of the ECT terminals.
- 3.3 For each Truck visit to the ECT terminals with a truck that does not qualify as a zero emission truck a Climate tariff is applicable. Trucks that qualify as zero emission trucks, such as trucks powered by electricity or hydrogen, are exempt from the Climate tariff.
- 3.4 The qualification of a zero emission truck is based on the vehicle data as recorded in the administration of the Netherlands Vehicle Authority (RDW). For trucks that are not listed in the RDW administration, the Road haulier must contact ECT via [trucksupport@ect.nl](mailto:trucksupport@ect.nl) to provide the necessary vehicle data (once only).
- 3.5 The rates for the Distribution surcharge, Distribution premium and Climate tariff, including any changes, will be announced annually in November by email and published on [www.ECT.nl](http://www.ECT.nl). Current rates can always be found on [www.ECT.nl](http://www.ECT.nl) via the Road Services menu.

#### **4. Payment terms**

- 4.1 The rates as mentioned in 3.1 to 3.3 are charged to the Road haulier monthly (per calendar month) based on EAN number through a monthly invoice and sent digitally from MyTerminal by order of ECT Delta Terminal B.V.
- 4.2 The consolidated invoice with the total amount, the settlement of the Distribution premiums and the specification per terminal of all individual visits including container numbers is charged and collected by ECT Delta Terminal B.V. on behalf of the ECT terminals.
- 4.3 Invoices must be paid within 30 days without any deduction or set-off. Disputing an invoice shall not suspend the payment obligation.
- 4.4 ECT is not liable for reimbursement in case of an unsuccessful Truck visit, unless the Truck visit was not completed solely due to the actions of ECT and there is no occurrence of Force Majeure as defined in Article 7 of the VRTO conditions.
- 4.5 In the event of late or incomplete payment of the invoices, without any notice the Road haulier will be in default and ECT may suspend its obligations and decide to deny access to the ECT terminals.

#### **5. Other conditions**

- 5.1 The Road haulier is responsible for complying with all safety- and access regulations and any orders issued by ECT. The Road haulier is obligated to use the ECT terminal facilities in a safe and responsible manner and to prevent damage to the terminal facilities.
- 5.2 ECT reserves the right to update or modify the terms of this agreement; a timely announcement will be made through service notifications and the road transport trade associations at least 1 month before the change takes effect.

5.3 By using the ECT terminal facilities and paying the Distribution surcharge and/or Climate tariff, the user acknowledges that he has read and agrees to these General terms and conditions. Non-compliance or non-acceptance of these conditions will result in denial of access to the ECT terminals or other legal measures.

5.4 Questions about the Distribution surcharge, the Distribution premium, the Climate tariff and invoicing can be sent to [trucksupport@ect.nl](mailto:trucksupport@ect.nl)

#### **6. Privacy and confidentiality**

ECT may collect and process personal data of the Road haulier for the purpose of managing access to the ECT terminals and invoicing due amounts. Personal data will be processed in accordance with applicable data protection laws and ECT's Privacy Statement. The Privacy Statement is available on [www.ECT.nl](http://www.ECT.nl) and can be provided upon request.

#### **7. Governing law and dispute resolution**

Dutch law applies to this agreement. Any disputes will be submitted to the court in Rotterdam.