

Terms & Conditions

General terms and conditions for Booking Lay-by Berth Facilities at Hutchison Ports ECT Delta

May 2025

1. Applicability

1.1. Hutchison Ports ECT Delta (hereinafter: "ECT") provides ships the possibility to make use of its lay-by berth facilities, against payment, taking into account the conditions as listed in these general terms and conditions (hereinafter: "Terms and Conditions"). These Terms and Conditions apply to all bookings, including requests thereto, made at the lay-by berth facilities of ECT. Requesting a booking implies that the customer accepts these Terms and Conditions.

1.2. The applicability of the customer's general terms and conditions is expressly rejected, regardless of whether or not the customer referred to those terms and conditions.

1.3. If any provision of these Terms and Conditions is null and void or is voided, the other provisions will remain fully effective. In such case, a new provision shall replace the null and void or voided provision, taking into account the purpose and purport of that provision as much as possible.

1.4. ECT reserves the right to update and amend these Terms and Conditions at any time and without notice to the customer. Any change or update will become effective from the moment of publication of the amended Terms and Conditions on the website of ECT (<https://www.ect.nl/en/about-us/conditions>) or at any other date as specified by ECT.

1.5. In addition to these terms and conditions the following documents apply:

a. Procedures relating to the booking of berthing facilities in the Rotterdam port area provided by the Port of Rotterdam Authority apply (<https://www.portofrotterdam.com/sites/default/files/2024-11/bookingterms-king.pdf>);

b. ECT Privacy Statement

If parts of the Terms and Conditions and aforementioned documents are in conflict with each other, the following ranking shall apply:

1. the Terms and Conditions;
2. the documents as listed in the order above.

2. Conditions for making use of the lay-by berth facilities of ECT

2.1. For making use of the lay-by berth facilities of ECT, the conditions for mooring as listed in this article apply.

2.2. ECT provides lay-by berth facilities as stated at the booking platform of KING (hereinafter: "KING"): (<https://king.portofrotterdam.com>).

2.3. Lay-by ships must comply with the general ISPS rules that apply at the terminal.

The lay-by ships must share the necessary information with the security lodge, namely:

- ISPS-obligated ships: crew list, ISPS notification and Declaration of Security (DoS).
- Non-ISPS-obligated ships: crew list.

In turn, the security lodge will share the ISPS notification of ECT with the ships.

2.4. Bunkering is only allowed with permission from the Harbour Coordination Centre of the Port of Rotterdam.

2.5. If a large ship is sailing to or from the Amazon port, the bunker ship must cease its operations and wait until the ship has passed.

2.6. During the usage of the lay-by berth facility ships hold the gangway up and

1. ships do not receive any visitors (suppliers, surveyors, inspectors, etc) via the terminal; and

2. access to the site of ECT is expressly prohibited, unless in case of an emergency. In case of an emergency, the customer shall seek a safe place, located as close as possible to the ship, but outside the operational area of ECT. The customer shall contact ECT's Security immediately, via telephone number +31 (0)181 27 8200

Under no circumstances is it permitted to enter ECT's site any further than described above.

2.7. During the time the lay-by berth is made available by ECT, no loading or unloading activities may be carried out.

2.8. Repairs to the ship are not allowed during the use of the lay-by berth facility.

2.9. Any damage that arises or has arisen as a result of the use of the lay-by berth, including environmental damage and consequential damage, is at the expense and risk of the (owners of) the moored ship.

The customer is obliged to immediately report the arrival, departure, and any damages, special circumstances, and irregularities to ECT.

2.10. ECT has the right to deny the agency access to its facilities temporarily or indefinitely:

- if there is suspicion of improper booking;
- in case of violation of regulations, including these Terms and Conditions.

In such case, it can request the Port of Rotterdam to deny access to KING.

2.11. The customer will immediately comply with a request from ECT to leave the lay-by berth immediately. ECT will only use this right in reasonable cases (including, but not limited to, an event of environmental risk).

3. Bookings

3.1. The customer can send a request for the booking of a lay-by berth facility of ECT by the online booking system KING of the Port of Rotterdam: <https://king.portofrotterdam.com/login>
The reservation is made in the name of the ship that will use the lay-by berth.

3.2. A booking only becomes definitive if the request for booking is confirmed by ECT.

3.3. For making a booking, the deadlines, maximum usage period and downtimes as set out at the booking platform of KING apply.

It is not allowed to use a lay-by berth after this mentioned maximum usage period. In case of a potential overrun for whatever reason, ECT must be contacted immediately.

3.4. If a subsequent booking falls within the downtime of a previous booking, it is marked orange in KING. If the ETD of the previous booking is delayed, the agent of that booking must contact the agent of the ship that is exchanging with them. ECT will not mediate in this matter.

4. Contact

The ECT contact details are as follows:

- Security ECT 24/7: +31 (0)181 27 82 00
- Emergency ECT: +31 (0)181 27 8112
- PFSO ECT: +31 (0)181 27 82 00
- Email: beveiliging_dcd@ect.nl

5. Financial Provisions

5.1. For the use of a lay-by berth, the following lay-by fee shall be charged:

- The fee is €10.00 (excluding VAT) per linear meter of the ship per 24 hours or part thereof. For full container ships, a discount of 25% will be applicable.

The costs for all lay-by berths are calculated based on the period as from the ETA or the ATA, whichever comes first, until the ETD or the ATD, whichever comes last.

5.2. The rates mentioned under article 3.1. will be indexed on 1 January of every year on the basis of the CPI of Statistics Netherlands (CBS), without further notice. In addition, ECT has the right to change the rates. The applicable rates will be published on the website of ECT.

5.3. When canceling a booking, the lay-by fee for the entire booking period is due. Free cancellation is no longer possible after booking.

If a ship does not show up without prior notice and the ETD has passed, a "no show" surcharge of 100% of the lay-by fee will be charged.

5.4. All rates are exclusive of VAT.

ECT applies the VAT rate of 0% on all invoices of lay-by tariffs, as set out in Table II of the Dutch Turnover Tax Act, unless the customer informs ECT, by sending an email to invoicesmyterminal@ect.nl, that the VAT rate of 0% does not apply. By paying ECT's invoice, including the VAT rate of 0%, the customer declares compliance with the conditions for applying the 0% VAT rate. The customer shall fully indemnify and hold harmless ECT from and against any and all third-party claims, liabilities, damages, costs and expenses arising out of or in connection with any incorrect VAT application.

5.5. The rates mentioned under 3.1. will be charged periodically by an invoice, which will be sent digitally via the digital system of ECT, MyTerminal. Therefore, the customer needs to be registered at MyTerminal (<https://myprofile.ect.nl/registration>).

5.6. Invoices must be paid within 30 days, without any right of deduction or set-off. Disputing an invoice does not suspend the payment obligation.

5.7. ECT shall not refund paid fees for any reason, including (but not limited to) in the event of an unsuccessfully completed lay-by visit.

5.8. In case of late or incomplete payment of invoices, the customer is in default without further notice and ECT may suspend its obligations and decide to deny access to reserving lay-by visits. In addition, the customer shall be due the late payment interest, as referred to in Article 6:119a of the Dutch Civil Code, as from the due date until the date of full payment. Further, ECT is entitled to charge the extrajudicial collection costs it has incurred. These collection costs amount to a maximum of 15% on outstanding amounts up to € 2,500.00; 10% on the following € 2,500.00 and 5% on the following € 5,000.00 with a minimum of € 50.00. Each payment made by the customer serves primarily to pay the interest and collection and/or other costs owed, and will subsequently be deducted from the oldest outstanding claim.

5.9. If ECT suffers damage as a result of delayed departure – i.e., departure after the maximum booked usage period including downtime – the customer shall compensate ECT for such damage. The compensation for the damage does not affect the fact that the lay-by fee is also due for the additional usage period.

6. Modifications or cancellations

6.1. Notwithstanding the provisions in article 5.3. of these Terms and Conditions, modifications or cancellations must be communicated via the online booking system KING. In case of adjustment of the ETA and ETD, reporting a change is mandatory.

6.2. As long as KING allows this option, the customer can make changes to the booking in KING. If a booking cannot be changed in KING, the customer may contact ECT directly to discuss the possibilities of a modification. ECT is not obliged to provide the possibility to modify the booking. In that case, the customer is bound by the booking made

6.3. The amount of modification space via KING for the ETA and ETD is equal to the allocated downtime. Beyond that, contact must be made with ECT.

6.4. When a booking period is not (fully) utilized or is canceled, ECT is entitled to allocate the lay-by berth to a third party.

7. Liability and indemnification

7.1. The customer agrees to indemnify and hold harmless ECT from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in connection with any breach of these Terms and Condition, or any act or omission of the customer in connection with the use of the lay-by berth facilities of ECT.

7.2. ECT shall only be liable for damage if ECT has failed attributable in the performance of one or more of its obligations regarding the provision of lay-by berth facilities, despite of the receipt of a notice of default from the customer and having been granted a reasonable period to still perform properly.

7.3. ECT is only liable for direct damage; liability for indirect damage, including but not limited to consequential damage, loss of profit, business interruption, loss of data and data degradation, is excluded.

7.4. In all cases, regardless of the cause of the damage, the liability of ECT is limited to the amount of the respective booking fee.

8. Third parties

8.1. The customer may not transfer or contract out its rights and obligations ensuing from the booking of lay-by berth facilities, in whole or in part, to third parties, unless ECT has given prior written permission to do so.

8.2. ECT is entitled to transfer the rights and obligations ensuing from the provision of lay-by berth facilities, in whole or in part, to a third party, without the customer's consent.

9. Use of Data, privacy and Confidentiality

9.1. All data related to bookings of ECT's lay-by berth facilities can be used by ECT for internal use and are not shared with third parties unless following from the purpose of the provision of use of the lay-by berth facilities. ECT can share specific and limited booking data (limited to: location, ship name, ETA, and ETD) with third parties.

9.2. ECT may collect and process personal data of the customer for the purpose of the giving access to its lay-by berth facilities. Personal data will be processed in accordance with applicable data protection legislation laws and ECT's Privacy Statement (<https://www.ect.nl/en/about-us/conditions>). The Privacy Statement is available on www.ect.nl and can be provided upon request.

10. Governing Law and Dispute Resolution

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