

## 1. Reservation of a berth

Port Operator will reserve a berth for the Vessel as stated in this agreement. Should the Vessel arrive outside the Lay/Can, Port Operator may reject the Vessel.

## 2. Notification

Shipowner will notify Port Operator between 24 and 48 hours before the planned Harbour-entry of the Expected Time of Arrival. Shipowner will inform Port Operator again 2 hours at the minimum before actual arrival time by telephone.

## 3. Berth and mooring arrangements

If no specific berth for the vessel has been agreed in writing a berth will be allocated by the Port Operator at the arrival of the Vessel. Shipowner will pay and arrange for the mooring arrangements and it will arrange and pay for any tug assistance required. The mooring arrangements shall be able to maintain a safe mooring of the Vessel capable of withstanding wind loads from wind velocity normally 30 m/s acting 90° and 45° to the Vessel's centreline, without getting vertical forces on anchors, or unacceptable loads on shore moorings. The effect of current and tide shall be considered. Without attracting or accepting any liability the Port Operator can give binding instructions for the mooring arrangements.

## 4. Mooring-equipment

Shipowner will ensure that sufficient mooring-equipment will be present on the Vessel. If, in the opinion of the Port Operator, the available mooring-equipment on the Vessel is insufficient to safely moor the Vessel on the designated berth, Port Operator has the right to place additional mooring-equipment on the Vessel. The cost involved in the purchasing of and installing this equipment will be charged to Shipowner. Furthermore, winches must be able to function at all times and made ready by Shipowner when Port Operator requires shifting of the vessel.

## 5. Shifting

Unless this agreement describes a specific berth location, Port Operator has the right to shift the Vessel to another berth at any time during the Lay-up period. Should, after the Vessel is moored in the designated berth, Shipowner wish a different berth for the Vessel, Shipowner can request Port Operator to arrange this. Costs made by Port Operator for shifting the Vessel will be charged to Shipowner. Shipowner is not permitted to shift the Vessel on their own initiative (by means of own propulsion and/or tugboats).

## 6. Safety precautions

### *Manning*

- 6.1 Qualified personnel shall be made available by Shipowner in order to maintain full-time fire, leakage, moorings and security watch of the Vessel, and shall be capable of operating the related equipment (unless agreed otherwise). Because of safety reasons a minimum crew of 2 persons is prescribed. If Shipowner wishes to apply cold lay-up (without crew), inspection services from Port Operator are required and will be charged to Shipowner.

### *Protection against fire and explosion*

- 6.2 All cargo tanks, pump rooms, cofferdams and pipelines should be clean and gas concentration of hydrocarbons is not to exceed 0.40 of the Lower Flammable Limit (LFL). Hot work should be carried out only with a valid hot work certificate and appropriate safety precautions in place. Any temporary installations like space heaters, dryers or heaters for electrical equipment, stores etc. should be specially considered with respect to fire hazard. The fire alarm system shall be kept in operation during lay-up. It should be arranged in such a way that it is capable of alerting the crew or watch personnel.

### *Precautions against flooding*

- 6.3 All overboard valves not in use and all sea inlet valves not in use should be closed. Level and bilge alarms are to be kept in operation. Bilge lights to holds, pump rooms, cofferdams and engine rooms to be kept ready for use. Sufficient electric power should be available for the bilge pumps.

### *Power availability*

- 6.4 Adequate power for operation of anchor lights, fire and bilge alarms, fire extinguishing and bilge systems and for operation of windlasses and mooring winches should be available. This may be arranged by the use of a portable diesel generator set mounted on deck.

#### *Hazardous materials*

- 6.5 An up-to-date Inventory of Hazardous Materials (IHM) of the Vessel may be required by Port Operator. Based on the contents of the IHM or the lack thereof, the Port Operator is allowed to refuse arrival of the ship and Port Operator may end the lay-up agreement with immediate effect.

#### **7. Lay-up Fee Calculation**

The lay-up fee is calculated according to the surface area of the Vessel, expressed in m<sup>2</sup>. This surface area is calculated by multiplication of the Length Over All and the Extreme Breadth of the Vessel. If the Surface area of the Vessel is less than 250 m<sup>2</sup>. The lay-up fee will be calculated over 250 m<sup>2</sup>. The Lay-up period starts at 0.00 hrs on the date of arrival in the Harbour, and ends at 24:00 hrs on the date of departure from the Harbour.

#### **8. Payment of fee and miscellaneous expenses**

The invoices covering the lay-up fees and any services performed by or on behalf of the Port Operator in respect of the Vessel of a specific month, will be issued short after the end of that particular month and will be due immediately upon the invoice reaching the Shipowner. The date of the email by which a scanned copy of the invoice has been sent to the Shipowner shall be decisive. In the event the Port Operator has not received full payment of an invoice after 14 calendar days the Port Operator will be entitled to charge contractual interest at the rate of 1.5% per month pro rata. If the Port Operator feels compelled to request the assistance of a lawyer to recover any amounts owing by the Shipowner all costs related thereto, inclusive VAT if any, will be borne by the Shipowner. The minimum amount for such collection fees will be EUR 3,500.- ex VAT.

#### **9. Lien**

The Port Operator will have the right to exercise a possessory lien (right of retention) over the Vessel and its belongings for any amounts due to the Port Operator under this agreement.

#### **10. Tariffs**

The tariffs and fees specified in this agreement will be subject to change on a quarterly basis. The Shipowner will be informed minimum 14 calendar days prior to an increase of fees and tariffs. The new tariffs will apply unless Shipowner files a protest within 14 calendar days of becoming aware of the increased tariffs. In the event the parties to the agreement cannot agree upon new tariffs the Shipowner will remove the Vessel within 14 calendar days of such non-agreement. The Vessel will only be allowed to depart if all moneys owing to the Port Operator have been duly paid, also disputed amounts.

#### **11. Work on the Vessel**

Any work contemplated on the Vessel during the Lay-up period will only be allowed when prior written consent of the Port Operator has been obtained. Shipowner must enquire himself as regards statutory environmental and safety precautions to be taken. Shipowner will be liable for taking the necessary environmental and safety precautions vis-à-vis the Port Operator even if Shipowner has contracted such work to a third party. All damages, including penalties levied by the authorities, that are arising as a consequence of environmental or safety precautions not been adhered to will be for the account of Shipowner.

#### **12. Insurances**

The Shipowner must take out and maintain appropriate insurances during the Lay-up period in the Harbour. The insurances will be on conditions customary for the relevant type of vessel. The obligation of Shipowner includes taking out and maintaining insurance for Casco and against P&I risks. Shipowner will provide the Port Operator at first demand a copy of insurance policies, cover notes, certificates of entry, rules etc. and proof of payment of premium. Irrespective of the insurances the Shipowner has taken out, he will be liable for all damages to property belonging to the Port Operator and third parties, including any cost and damages of pollution and for wreck removal, including any cargo remaining on board the Vessel.

#### **13. Port Operator's liability**

Port Operator only let's a berth for lay-up of the Vessel and this agreement shall not be construed as a contract of custody (in Dutch: "*bewaarneming*"). The Port Operator shall not be liable for any damages to the Vessel or caused by the Vessel whether arising as a consequence of the mooring arrangements or not. This also excludes any liability due to weather circumstances, tide, waves, theft or personal injury or death of persons during the Lay-up period.

**14. Shipowner's liability**

The Shipowner shall remain and be liable for all cost, damages and interest arising from claims of the Port Operator and any third parties, if and insofar these claims have arisen during the Lay-up period of the Vessel.

**15. Termination**

If Shipowner wishes to end this agreement, Shipowner must notify Port Operator, mentioning the desired end-date of the agreement. Shipowner can end this agreement in the following ways:

**a)** Shipowner removes the Vessel from the Harbour with permission of the Port Operator. A request for departure can be rejected by the Port Operator if on the desired departure date there are still unpaid outstanding invoices. A request for departure must be made at least 3 working days before the desired departure-date.

**b)** In some cases, (i.e. sale of the Vessel), Shipowner can propose a new contract-party, with whom Port Operator can make a new agreement. However, Port Operator can refuse this contract party without disclosure of a reason. In this case, the existing contract remains in effect without change of Shipowner. Furthermore, what is mentioned under 15.a applies.

If Port Operator wishes to end this agreement, Port Operator will notify Shipowner at least 14 working days before desired departure-date. If Shipowner fails to comply with obligations and regulations or when Shipowner undergoes suspension of payment or runs into bankruptcy, Port Operator is entitled to end this agreement with immediate effect.

**16. Right for supplements**

Port Operator has the right to make supplements or adjustments to this agreement if these supplements or adjustments are the result of governmental dictated regulations.

**17. Applicable law and jurisdiction**

This agreement is construed in accordance with the laws of the Netherlands. All disputes arising between including but not limited to the contents and consequences of this agreement shall be settled amicably in first instance failing which the Rotterdam court has exclusive jurisdiction.

**End of general terms and conditions of Dutch Harbour 's-Gravendeel BV.**