



**General acceptance terms for the storage and/or processing of contaminated dredged material at depot 'de Slufter'**

**Introduction**

The Port of Rotterdam Authority has disposal capacity at the dredged material depot 'de Slufter' on the Maasvlakte (the Netherlands) for the storage and processing of contaminated dredged material (including dredged material residue), which is released during the clean-up of contaminated water beds or maintenance work on waterways. The Port of Rotterdam Authority's Ports and Fairways department is responsible for day-to-day management on site. This department will be referred to hereafter as (the) manager.

### **Article 1 Applicability of general acceptance terms**

1. These general acceptance terms apply to all agreements entered into by the Port of Rotterdam Authority. General terms and conditions of the disposer never apply.
2. Clauses which depart from these general acceptance terms only apply if and to the extent that the Port of Rotterdam Authority has accepted these departures in writing. Departures agreed in writing do not apply to subsequent agreements unless they too are agreed in writing.

### **Article 2 Terms and conditions for acceptance**

1. The disposer should have received a waste registration number, by completing the procedure as described in the 'Acceptance Protocol for Dredged Material Depot 'de Slufter'', before being eligible to dispose of a shipment of dredged material at 'de Slufter' depot. In order to receive this waste flow number, the disposer must have entered into an agreement with the Port of Rotterdam Authority. These general acceptance terms, together with the operational terms of delivery, form part of this agreement.
2. If, during implementation, it becomes apparent that the estimated quantity is being exceeded, the disposer shall inform the manager of this in writing. Exceeding the allocated storage / processing quantity will only be accepted after the disposer has justified this in writing and on condition that it is evident from the justification given that the disposer is able to guarantee that analyses supplied with the original disposal request also fully represent the extra quantity delivered.

### **Article 3 Delivery schedule/ Time determination**

1. The shipment of dredged material must be delivered by the disposer in the period stated in the agreement.
2. If, due to unforeseen circumstances, the dredged material cannot be delivered by the disposer during the said period, the disposer shall enter into consultation with the manager regarding the delivery period that will then apply. The manager will confirm the newly agreed delivery period in writing with the disposer.
3. Any possible consequences of the delay as referred to in paragraph 2 will be at the sole expense of the disposer.
4. When delivery of the said shipment has been completed, the disposer shall inform the manager of this in writing within 5 working days. Should the disposer fail to do this, a sum of € **2000** (excl. VAT) will be charged to cover extra administration costs.

#### **Article 4 Terms and conditions for use of the storage/ processing facilities**

1. The disposer bears responsibility for transportation to and transfer of the dredged material at the storage / processing location. The costs of the transfer are payable by the disposer.
2. If the disposer so wishes, he may request to make use of the manager's point of attachment. If the point of attachment is available and no other grounds for rejection apply, this request will be granted.
3. The logistics of the delivery, removal and transfer are the responsibility of the disposer or the authorised agent or, as the case might be, the contractor who is taking care of the work on behalf of the disposer. When reference is made hereafter to 'the disposer', this also includes the authorised agent or contractor.
4. The manager is authorised, when this is necessary for operational reasons or as a result of a special incident or calamity, to halt or interrupt the storage/ processing activities or depart in some other way from the agreed schedule, without the possibility of any trading loss that might result from this being recovered from the manager by or on behalf of the disposer.
5. The cases referred to in paragraph 4 also cover situations of force majeure, measures which are imposed by the competent authority, accidents and weather conditions such as frost, floating ice, storms, extreme water levels and high water drainage.
6. If the delivery of dredged material stagnates as a result of calamities during the clean-up or during transportation, this situation will be reported immediately to the manager by or on behalf of the disposer. If acceptance stagnates as a result of considerations relating to the operation of the facility or external causes, this will be reported immediately to the disposer by or on behalf of the manager.
7. The manager is authorised to determine the order of delivery.

#### **Article 5 Tariff setting**

1. The disposer is obliged to pay the Port of Rotterdam Authority the disposal tariff per quantity of dredged material referred to in the agreement.
2. Every year, on 1 January, the disposal costs are indexed on the basis of "Statistics Netherlands indexation for Hydraulic Engineering Works". This change is applicable to all loads of dredged material delivered from this date onwards.
3. Changes to the disposal costs which are the result of legally payable taxation, surcharges or indexation will also be implemented if necessary in the interim and will apply from the date in question to all loads of dredged material delivered from this date onwards.
4. Should tax (other than VAT) become payable on the grounds of legal decision-making after the closure of the agreement, this will be charged to the disposer.

## **Article 6 Invoicing, determining the quantity and payment**

1. Invoicing is on a monthly basis.
2. The Port of Rotterdam Authority sends an invoice stating the amount payable on the basis of the agreement (specified into disposal costs and VAT).
3. The invoice amount is determined monthly on the basis of the sum of the total quantity of dredged material delivered, which is measured in the means of transport in the following way:
  - With delivery by truck: weighing in and out on the weighbridge at 'de Slufter'.
  - With delivery by barge / hopper by means of measuring on the way in and out in accordance with the 'half-sphere' method.
4. The quantity of a barge is determined by a recognised calibration agency hired by the manager. The measurement is binding. If desired, the measurement can be conducted in the presence of a representative to be appointed by the disposer.
5. The disposer undertakes to pay the amount payable on the invoice within 30 days of receiving the invoice into account number Fortisbank 644512679, stating the invoice number in the name of the Port of Rotterdam Authority, Wilhelminakade 909, 3072 AP Rotterdam.
6. Should the disposer fail to meet his payment obligations within 30 days, the Port of Rotterdam Authority will charge the disposer the statutory interest, starting on the day following the day on which the payment should have been made.
7. The Port of Rotterdam Authority reserves the right to charge for quantities disposed of in the interim too if large quantities are delivered.
8. Final settlement of the quantities disposed of takes place following completion of the disposal activities, with the sending of a final invoice to the disposer. If necessary, a meeting is held - before final settlement takes place - between the disposer and the Port of Rotterdam Authority to reach agreement regarding the quantity of dredged material disposed of.

## **Article 7 Transfer of dredged material**

Ownership of the dredged material passes from the disposer to the Port of Rotterdam Authority at the moment that:

- With delivery by axle: the dredged material has been dumped at the location indicated by the manager.
- With delivery by barge /hopper: the dredged material has passed the attachment of the barge unloading dredger/hopper to the depot's pressure pipeline hydraulically.

## **Article 8 Contact person, progress meetings**

1. With respect to the implementation, a representative has been appointed by the manager as contact person.
2. With respect to the implementation, the disposer names the contact person he has appointed on the 'acceptance' application form.
3. At least 2 weeks before the disposal / processing work begins, there is consultation between the contact persons referred to in Article 8 paragraphs 1 and 2. Points for discussion include coordination regarding the proposed delivery frequency and the way in which the disposer checks in and out with the manager during the actual disposal / processing operations.

## **Article 9 Safety regulations**

Everyone who is to be found on or close to the worksite of 'de Slufter' must comply with the general rules of conduct, the regulations contained in the Occupational Health & Safety plan of work and the instructions issued by the manager. Failure to abide by these rules, instructions and procedures can result in the offender being denied access to the depot.

## **Article 10 Liability and indemnification**

1. The disposer is liable for all damage caused during the implementation of disposal / processing operations at 'de Slufter' unless the damage is caused by gross misconduct or negligence on the part of the manager.
2. The term 'damage' also refers to damage to the environment, for example as a result of spillages, transgression of the acceptance terms, personal injury and all costs involved in taking measures to prevent damage.
3. The disposer indemnifies the Port of Rotterdam Authority against all claims to pay for damage caused by him or on his behalf.

## **Article 11 Termination**

1. Should the disposer fail to comply with the terms and procedures as described in the 'Operational terms of delivery for the storage and processing of dredged material at disposal depot 'de Slufter'', the Port of Rotterdam Authority may, after having first granted the disposer a reasonable amount of time to comply, to then terminate the agreement with immediate effect without the obligation to pay any compensation.
2. Obligations which are designed by their nature to continue beyond termination of this agreement will continue to exist following termination.

## **Article 12 Disputes and applicable law**

1. The agreement, including its formation, explanation and implementation, as well as the General acceptance terms and the Operational terms of delivery in question, are subject to Dutch law.
2. All disputes which arise or might arise from the agreement, as well as the aforementioned terms or further agreements, will be resolved by the competent court in Rotterdam, the Netherlands.