

## GENERAL TERMS AND CONDITIONS

of

**Curaçao Ports Authority N.V.**

and

**Curaçao Pilots Organization N.V.**

*For the use of the Ports of Curaçao and Fees  
due in connection therewith*

*Version February 1, 2017*

## CONTENTS

### GENERAL

Article 1: Definitions.....	3
Article 2: Applicability.....	7
Article 3: Conclusion of Agreement between CPA and CPO and Client.....	7
Article 4: Execution of Services.....	8
Article 5: Harbor fees and other fees.....	9
5.1: Obligation to pay Harbor Fees and Other Fees.....	9
5.2: Calculation of Harbor Fees and Other Fees.....	10
Article 6: Stay and Extended Stay.....	10
Article 7: Removal of Vessel.....	11
Article 8: Pilotage Assistance.....	11
Article 9: Tug Assistance.....	13

### RULES OF USAGE

Article 10.1 Application .....	13
10.2 Traffic signs.....	13
10.3 Prohibition of jacking up drilling- or work platform.....	13
10.4 Prohibition of placement objects.....	14
10.5 Prohibition of access and/or berthing.....	14
10.6 Shifting Vessels.....	14
10.7 Pleasure Boats / Sailing Vessel.....	15
10.8 Mooring.....	15
10.9 Performance of activities.....	15
10.10 Release substances.....	16
10.11 Fumigation Vessel.....	16
10.12 Vessels causing danger, damage or hindrance.....	16

### MISCELLANEOUS PROVISIONS

Article 11: Suspension and Termination.....	16
Article 12: Limitation of liability.....	17
Article 13: Force Majeure.....	17
Article 14: Nullity of one or more provisions.....	17
Article 15: Amendments of the General Conditions.....	18
Article 16: Applicable laws and dispute resolution.....	18

FEE SCHEDULE CPA / CPO.....	19
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## GENERAL

### 1. DEFINITIONS

The following capitalized terms and expressions in these general terms and conditions shall have the following meanings, unless the context requires otherwise:

<b>Annex</b>	an annex to these General Terms and Conditions
<b>Article</b>	an article of these General Terms and Conditions
<b>Assistance</b>	the service relating to the moving, slowing down, pushing, pulling, accompanying, escorting, or standing by to offer these services to a Vessel, and any other services agreed between parties relating to a Vessel with the aid of one or more Tugs
<b>Berth</b>	Location appointed by the Harbor Master where a Vessel may anchor for loading and unloading, in its broadest sense or otherwise
<b>Bunker Vessel</b>	a Vessel used to supply another Vessel with fuel
<b>Cargo</b>	All merchandise and packaging materials, containers, trailers and self-buoyant cargo bins, loaded and discharged by a Vessel, expressed in Tons
<b>Certificate of Tonnage</b>	a valid certificate of tonnage, as referred to in Article 24 of the Certificates of Tonnage Act 1981 (Official Journal of Laws, 1981, 122)
<b>Client</b>	a natural person or legal entity making use of the Ports with a Vessel or purchasing or receiving other services from either CPA or CPO, including, but not limited to, the captain, the forwarding agent, the owner, the party using or having control of the Vessel, the agent and the party who, as the representative of the abovementioned persons, has performed preparatory activities in respect of either CPA or CPO in preparation for the aforementioned use, purchase or receipt of services
<b>Container</b>	a loading repository, as described in ISO recommendation 688-1979 as Series 1 freight containers of the International Organization for Standardization, of at least 6.055 meters long



<b>CPA</b>	Curaçao Ports Authority N.V., a limited liability company incorporated under the laws of Curaçao with registration number 31560 (0)
<b>CPO</b>	Curaçao Pilots Organization N.V., a limited liability company incorporated under the laws of Curaçao with registration number 87254 (0)
<b>Cruise Ship</b>	a Sea-going Vessel, exclusively intended and used for the commercial transportation of passengers, including its crew, who are undertaking the trip for purposes of tourism, consisting mainly of the sea journey itself
<b>Curaçao</b>	the Country of Curaçao
<b>GT</b>	gross ton, the unit of measurement for the gross content of a Sea-going Vessel as referred to in the International Convention on Tonnage Measurement of Ships, London 1969 (Treaties journal 1979, no 122 and 194)
<b>General Terms and Conditions</b>	these general terms and conditions for the use of the Ports of Curaçao and other fees due in connection therewith, as they are amended and in effect from time to time, including Annexes hereto
<b>General Use of the Ports</b>	use of the Ports which one generally deems inextricably linked with sailing, such as sailing to or from a berth, jetty or buoy, lying at berth and mooring, with the exclusion of Specific Use of the Ports
<b>Harbor Fees and Other Fees</b>	the fees due by the Client to CPA or CPO as described in Annex A
<b>Harbor Master</b>	the person designated as such by the Minister of Traffic, Transportation and Urban Planning of Curaçao
<b>Internal Waters</b>	all waters landward of the baseline of Curaçao as stipulated in the National Decree of October 23, 1985 (P.B. 1985, 174), including the Port of Willemstad, Fuik Bay, Spanish Waters, Sint Michiels Bay, Piscadera Bay, Boca Grandi/San Juan Bay, Santa Martha Bay (AB 1974, 25) and Caracas Bay



<b>ISPS</b>	the International Ship and Port Facility Security Code
<b>KTK</b>	Kompania di Tou Korsou Exploitatie Maatschappij N.V., a limited liability company incorporated under the laws of Curaçao with registration number 48209 (0)
<b>Passenger</b>	a person as defined in Article 1 of the Shipping Act
<b>Pilotage</b>	the guidance of Vessels entering or leaving the Ports
<b>Pilotage Regulation</b>	The National Decree <i>Loodsdienst- en Loodsgeldenverordening Curaçao</i> (A.B. 1969, no. 78), as amended from time to time
<b>Pleasure Boat</b>	a Sea-going Vessel, used exclusively for recreational purposes, not being a Cruise Ship or a sea-going commercial vessel
<b>Port of Willemstad</b>	the Sint-Anna Bay and the internal waters of Schottegat
<b>Ports</b>	any and all ports, premises, waters, quays, landing stages, mooring posts, buoys and other similar structures or facilities (including but not limited to the existing cargo-, cruise- and ancillary facilities, the piers and future expansions), which belong to or are currently or in the future operated, managed, exploited or maintained by CPA pursuant to a title of ownership, long lease, lease, concession or agreement concerning the management, operation or maintenance of said ports, premises, waters, quays, landing stages, mooring posts, buoys and other similar structures or facilities or the calculation and/or collection of Harbor Fees and Other Fees
<b>Rules of Usage</b>	the rules of usage which apply to the Ports as described in Article 10.1 through Article 10.14 of these terms and conditions
<b>Sailing vessel</b>	A Sea-going Vessel that (mainly) uses its sails and masts, powered by the wind, to navigate



<b>Sea-going vessel</b>	any ship or Vessel suitable and or designed for voyages at sea as defined in Article 1 of the Shipping Act
<b>Shifting</b>	relocating the Sea-going Vessel from terminal to terminal, from harbor to harbor, from jetty to jetty or from buoy to buoy (or combinations of the foregoing)
<b>Shipping Act</b>	Kingdom Act of July 1, 1909, as amended from time to time
<b>Shipping Manifest</b>	list of the individual shipments constituting the Sea-going Vessel's cargo
<b>Specific Use of the Ports</b>	use of the Ports which one generally deems not inextricably linked with sailing, such as – but not limited to – the granting of services, loading and unloading of goods, shifting and towing of Vessels and Pilotage, with the exclusion of General Use of the Ports
<b>Tally Sheet</b>	list of incoming and outgoing cargo of the Sea-going Vessel
<b>Tanker</b>	a Sea-going Vessel, principally intended or used for transporting liquid cargo in an unpacked state
<b>Time of Stay</b>	the time between the start and end of use of any the Ports by a Vessel
<b>Ton</b>	a mass of 1,000 kilogram
<b>Towing</b>	any operation in condition with the holding, pushing, pulling or moving a Vessel
<b>Tug</b>	a Vessel which is primarily intended or used for holding, pushing or moving other Vessels
<b>Vessel</b>	any floating body which on account of its buoyancy is intended or used for transportation by water or for carrying objects, whether or not they form part of the floating body
<b>Warship</b>	a Sea-going Vessel deployed on behalf of the Royal Netherlands Navy or the navy of a foreign power, commanded by a naval officer and manned entirely or partly by military personnel



## 2. APPLICABILITY

- 2.1 These General Terms and Conditions apply to all use of the Ports and all agreements under which CPA or CPO renders services to the Client as well as to all offers and quotations made by CPA or CPO, unless otherwise agreed with the Client in writing.
- 2.2 With due observance of (i) the provisions of these General Terms and Conditions and the instructions given to the Client by either CPA or CPO, the Client is entitled to make General Use of the Ports. The Client acknowledges and agrees that Specific Use of the Ports by the Client is strictly prohibited, unless CPA has granted prior, explicit written, exemption/permission in relation thereto. Such an exemption or permission may be subject to additional (including, but not limited to, financial) conditions.
- 2.3 The Client waives the applicability of any of its own terms and conditions and CPA and CPO hereby explicitly reject the applicability of the Client's general terms and conditions unless - and to the extent - specifically agreed to the contrary in writing.
- 2.4 In these terms and conditions Curaçao legal concepts are expressed in English terms and not in their original Dutch terms. Where indicated in underlined italics, Curaçao equivalents of such English terms have been given. The concepts may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions and the Dutch terms will, therefore, prevail. The consequences of the use of those words in English law or any other foreign law shall be disregarded.

## 3. CONCLUSION OF AGREEMENT BETWEEN CPA OR CPO AND CLIENT

- 3.1 An agreement between CPA or CPO and the Client is concluded when (i) CPA or CPO, respectively, has expressly accepted an order or an assignment from the Client in writing, (ii) when the Client provides the information in accordance with Article 7 of these General Terms and Conditions or (iii) sooner, if the Client is already making use of services provided by CPA or CPO.
- 3.2 The various persons designated as the Client of these General Terms and Conditions shall be deemed to be joint and several debtors in respect of the fulfilment of all the obligations vis-à-vis CPA and CPO.



#### 4. EXECUTION OF SERVICES

- 4.1 Within the meaning of these General Terms and Conditions, any activities performed by CPA or CPO which are to be considered as public services under an applicable ordinance from Curaçao shall not be regarded as services rendered under these General Terms and Conditions or any other agreement between CPA or CPO and the Client, unless CPA or CPO performs these services under the same terms and conditions as a private economic entity.
- 4.2 CPA and CPO are entitled to render the services specified in these General Terms and Conditions or in any other agreement between CPA or CPO, respectively, and the Client as it deems fit and will endeavor to perform the services with care.
- 4.3 If, in the sole discretion of CPA or CPO, circumstances make it necessary to do so, CPA or CPO, respectively, is entitled to make use of items other than those agreed with the Client or to involve third parties for the purpose of performing the services, provided that this does not negatively affect the quality of the services as a whole.
- 4.4 The Client unconditionally accepts that circumstances as specified in Article 4.3 above, as well as unforeseen circumstances (including, but not limited to, a shortage of Berths), may affect the agreed or expected time by which the services will be completed.
- 4.5 The Client shall always provide CPA or CPO, respectively, with all the information necessary for the proper performance of the services and the billing thereof in a timely manner and shall render its full cooperation in this regard.
- 4.6 If the Client fails to provide the necessary information or fails to do so in a timely manner, CPA and CPO, respectively, shall be entitled to postpone performance of the services.
- 4.7 It is prohibited to provide services related to (i) stevedoring, (ii) handling of Cruise Ships, (iii) mooring and unmooring and (iv) the provision of drinking water without the written approval thereto from CPA and only after having entered into a subsequent agreement thereto with CPA.





## 5. HARBOR FEES AND OTHER FEES

### 5.1 Obligation to pay Harbor Fees and Other Fees

- 5.1.1 If the Client uses any part of the Ports or purchases or receives (other) services from CPA or CPO, the Client will be required to pay Harbor Fees and Other Fees in accordance with and on the basis of the tariff schedule as described in **Annex A**, attached hereto.
- 5.1.2 The Harbor Fees and Other Fees due and payable by the Client on the basis of Annex A may be amended by CPA or CPO, as applicable, at any time. At all times the latest amended version of the Harbor Fees and Other Fee schedule(s) shall apply.
- 5.1.3 The Harbor Fees and Other Fees shall be due prior to departure of the Vessel from the Ports, unless a deferral of payment has been granted prior and in writing by CPA to the Client, or if CPA or CPO have received a satisfactory security of payment from the Client in advance.
- 5.1.4 In the event of a deferral of payment granted by CPA or CPO to the Client in accordance with Article 5.1.3, the Client must pay the Harbor Fees and Other Fees immediately upon presentation of the invoice or within the period stated on the invoice if such should be the case, which in any case will be no more than 10 days after the invoice date. Payments of fees after the invoice due date are subject to a monthly penalty fee of 1.5% of the amount of the invoice.
- 5.1.5 The Client is not entitled to set off (*verrekenen*) the Harbor Fees and Other Fees with any claim or counterclaim it may have or claims to have vis-à-vis CPA or CPO, as the case may be.
- 5.1.6 Disputes between CPA or CPO and the Client do not entitle the Client to defer payment of the Harbor Fees and Other Fees.
- 5.1.7 The Harbor Fees and Other Fees are not charged to the following Vessels:
- a. a Warship, including patrol and coast-guard vessels, sailing under the flag of friendly nations and provided that the handling of possible cargo is carried out exclusively by military personnel;
  - b. a local Vessel registered in Curaçao with a NC-registration number.



## 5.2 Calculation of Harbor Fees and Other Fees

- 5.2.1 Upon commencement of the Time of Stay, the Client shall provide CPA and CPO, as applicable, with all the information and evidence relevant for the calculation and collection of the Harbor Fees and Other Fees payable by the Client (including, but not limited to, type of Vessel, Shipping Manifest, Certificate of Tonnage, Tally Sheet, list of (Cruise) Passengers and/or crew list, Time of Stay and purpose of visit).
- 5.2.2 If the Client establishes that the amount paid as Harbor Fees and Other Fees is either too low or too high due to incomplete and/or incorrect information provided by the Client, the Client shall notify CPA or CPO, as applicable, hereof in writing without delay. In such case the Client shall be obliged to enclose all documents substantiating the incorrectness of the information.
- 5.2.3 If CPA or CPO, respectively, establishes that the amount paid as Harbor Fees and Other Fees is either too low or too high due to incomplete and/or incorrect information provided by the Client, CPA or CPO will settle the difference either by means of an invoice or a credit invoice (as the case may be) or by means of the next summary invoice, at CPA's or CPO's sole discretion.
- 5.2.4 The notification as referred to in Article 5.2.2 above must be received by CPA or CPO, respectively, no later than three (3) months after the date of the invoice. After expiry of this period, the Client is deemed to have agreed to the amount of the Harbor Fees and Other Fees as indicated on the invoice.
- 5.2.5 If the Client's payment of the Harbor Fees and Other Fees is overdue, the Client is in default by operation of law (*verzuim*) without a notice of default (*ingebrekestelling*) being required and CPA or CPO, as applicable, shall have the right to charge a penalty interest of 1.5% per month over the entire amount as of the date on which the Harbor Fees and Other Fees became due until full and final settlement of the amounts outstanding has taken place.
- 5.2.6 Any and all extrajudicial costs incurred by CPA or CPO in relation to the collection of the amount payable and left unpaid by the Client shall be at the Client's expense. Such collection costs are fixed at 15% of the amount to be collected, unless these costs are in excess of such amount, in which case the actual collection costs will be due.

## 6. STAY AND EXTENDED STAY

The Time of Stay of any Vessel in the Ports shall be for a period of no more than two (2) months, unless agreed upon otherwise with CPA. The Client shall request CPA permission by prior written or electronic notice for any Time of Stay of longer than two (2) months. CPA shall be entitled to refuse such request without grounds.



## 7. REMOVAL OF VESSEL

- 7.1 If the Client fails to fulfil its obligations vis-à-vis CPA or CPO, or fails to fulfil them in due time, CPA has the right to remove the Vessel from the Ports at the Client's risk, costs and expense or cause the same to be so removed, at the Client's risk, costs and expense.
- 7.2 If the Time of Stay of the Vessel has surpassed the period indicated in Article 6 above, CPA has the right to notify the Client of the breach of contract, notwithstanding compliance by the client with payment of its obligations vis-à-vis CPA or CPO, to remove the Vessel from the Ports within a period of 30 days after receipt of such written notification. If the Client fails to comply with such request, CPA shall be entitled to charge a penalty fee of USD. 1000,- for each day the Vessel remains in the Ports. CPA shall in that event furthermore have the right to remove the Vessel or cause the same to be so removed from the Ports at the Client's risk, costs and expense.
- 7.3 CPA's shall be entitled to undertake any other legal action against the Client as a consequence of the non-compliance with the above mentioned or any other obligation of the Client in accordance with these terms and conditions, including the placing of a lien and subsequent public sale of the Vessel.

## 8. PILOTAGE ASSISTANCE

- 8.1 Pilotage is compulsory in the Port of Willemstad for Vessels larger than fifty (50) GT and shall be solely and exclusively performed by CPO.
- 8.2 All fees to be paid by the Client for pilotage provided by CPO, are due and payable prior to departure of the Vessel from the Ports.
- 8.3 The Client guarantees that the Vessel is suitable and ready in every respect for the pilotage to be provided safely.
- 8.4 Vessels must have a lighted, manned, properly secured and clean pilot ladder, fitted with sufficient spreaders. A life buoy fitted with a Holmes light and a reliable heaving line should be placed close to the pilot ladder. Vessels arriving or leaving with a free board exceeding thirty (30) feet must use the accommodation ladder in conjunction with the pilot ladder (Safety of life at Sea Convention 1960).
- 8.5 Pilotage service must be requested at least 4 hours in advance. If pilotage service is not requested at least 4 hours in advance, pilotage will only be provided against an additional service fee and upon availability at such time of the required resources.
- 8.6 Requested pilotage services must be updated or cancelled at least 2 hours before the initial requested time. All cancellations made less than 2 hours before the requested pilot boarding time, will be charged a cancellation fee.



- 8.7 If 1 hour after the requested pilot boarding time the Vessel is still not ready for the pilot to provide the service, the requested service will be cancelled and a new pilotage service request will have to be made, to which request Article 8.5 applies. In the event of a cancellation as mentioned herein, a penalty fee will be applied.
- 8.8 Every notice of arrival and departure of a Vessel that requires pilotage service must be requested by using a standard template that will be provided by CPA to the Client, which template must be duly completely, signed (including company stamp) and mailed to CPA's Vessel Traffic Control Center for further processing. CPA will not be able to process orders if the herein mentioned form is not submitted or duly completed.
- 8.9 Pilotage is provided as much as possible in the order of the commissions received. CPO is, however, at all times entitled to grant priority to emergency aid and to instructions by the competent authorities.
- 8.10 CPO is entitled to invoke force majeure if the provision of the pilotage is either fully or partly, either temporarily or permanently, impeded, delayed or complicated due to circumstances that cannot be attributed to CPO. These Conditions include among such circumstances the following: storm, heavy fog, blockades, strike action, government measures, the (temporary) delay in the delivery by third parties of goods or services, and fire, damage or loss of vessels of CPO.
- 8.11 CPO's pilot performing pilotage services is only liable for damages caused as a consequence of gross handling or willful neglect. The Vessel remains at all times under the guidance and responsibility of the captain of the Vessel. The obligation of CPO is restricted to providing pilotage within the Vessel's technical capabilities.
- 8.12 In all instances in which CPO is liable to pay compensation to the Client for damages, the amount will never be more than three times the fee for the pilotage.
- 8.13 The employees of CPO may invoke all restrictions and means of defense available to CPO itself in relation to the Client.
- 8.14 Without prejudice to the provisions in Article 6:89 of the Civil Code of Curaçao, all legal claims against CPO will lapse in the passage of one year after the inception of such claim.
- 8.15 The Pilotage Regulation applies to all services performed by CPO.



## 9. TUG ASSISTANCE

CPO is authorized to determine, in its sole discretion, when Tug assistance is required for the entering of Vessels larger than fifty (50) GT in the Ports and the amount of Tugs needed in that event. Tug assistance shall be solely and exclusively performed by KTK, in accordance with the applicable laws, rules and regulations related to KTK and conditions of KTK.

## RULES OF USAGE

### 10.1 Application

10.1.1. These Rules of Usage shall apply to the Ports and to all infrastructural works belonging to the Ports, as well as to slipways, dry docks, ship repair yards, discharging and loading locations within the area of the Ports.

10.1.1 The Rules of Usage as described herein are based on existing laws and regulations in effect and as amended from time to time in connection with the safety and security of and within the Ports. CPA and the Harbor Master, each individually based on their own responsibility and authority, are responsible for overseeing that these aforementioned laws and regulations, including the rules described herein, are complied with by the Client. Where in this Article 10 reference is made to CPA, it's the Harbor Master who will ultimately be the acting authority in charge to ensure the safety and security within the Ports.

## ORDER IN PORTS / INTERNAL WATERS

### 10.2 Traffic signs

10.2.1 CPA may have erected traffic signs in the Ports and Internal Waters to safeguard the order and safety in the Ports and Internal Waters. CPA is entitled to add additional instructions and details to these traffic signs.

10.2.2 It is strictly prohibited to act in violation of the traffic signs, unless CPA has issued an exemption in this respect.

### 10.3 Prohibition of jacking up drilling- or work platform

10.3.1 Subject to Article 10.3.2, it is strictly prohibited to jack up a drilling platform, a work platform, or a similar object.

10.3.2 Article 10.3.1 is not applicable if:

- a. the drilling platform, work platform or similar object is at a shipyard or repair yard, for which a license has been granted by the competent authorities; or
- b. CPA has granted an exemption in relation thereto.



#### 10.4 Prohibition of placement objects

- 10.4.1 Subject to Article 10.4.2, it is strictly prohibited to have, release or place any object, appliance or structure in, under, or above the water which can cause danger, damage or hindrance.
- 10.4.2 Article 10.4.1 is not applicable if:
- a. it regards the Vessels' equipment and/or appliances which are used for discharging and loading the Vessel; or
  - b. CPA has granted an exemption in relation thereto.
- 10.4.3 The person through whose fault an object, liquid, appliance, structure or any other substance matter is released into the water which causes or may cause danger, damage or hindrance, is under the obligation to:
- a. inform the Harbor Master immediately; and
  - b. remove the object, appliance or structure immediately, unless this is not feasible.

#### 10.5 Prohibition of access and/or berthing

- 10.5.1 It is strictly prohibited to berth a Vessel or to lie at a Berth, unless this is done:
- a. with explicit permission of CPA;
  - b. in accordance with the traffic signs and instructions as referred to in Article 10.2 of these Rules of Usage;
  - c. in accordance with the rules and regulations set out in the General Terms and Conditions; or
  - d. with explicit permission of the tenant, leaseholder or owner of a Berth bordering on that site.
- 10.5.2 CPA may, in its sole discretion, prohibit access to the Ports of a Vessel and/or a Vessel taking a Berth, for any reason whatsoever.
- 10.5.3 Access granted to the Ports by CPA does not imply that the Client may also claim a Berth. CPA shall always have the right to refuse to provide Berths for reasons of its own.

#### 10.6 Shifting Vessels

- 10.6.1 CPA has the right to order the Client that a Vessel be shifted to another Berth within a reasonable time-frame, whenever CPA deems this necessary.
- 10.6.2 If the Client does not comply with the order as stipulated in Article 10.6.1 of these Rules of Usage, CPA has the right to shift the Vessel, or have it shifted, to another Berth at the Client's risk, costs and expense.
- 10.6.3 CPA may disregard a reasonable time-frame to shift a Vessel to another Berth, if:
- a. the Client is absent and cannot be immediately contacted; or



- b. there is an emergency situation which requires immediately shifting of the Vessel.

10.6.4 In the event of a lien (*beslag*) on a Vessel, preventing the use of a Berth for regular operations, the CPA is authorized to have such Vessel shifted to another Berth at the Client's risk, costs and expense.

### 10.7 Pleasure Boats / Sailing Vessel

10.7.1 It is strictly prohibited to practice recreational navigation with a Pleasure Boat in the Ports, unless:

- a. the Vessel is in a yacht harbor;
- b. the Vessel is proceeding directly and without interruption to its destination;  
or
- c. CPA has granted an exemption in relation thereto.

10.7.2 CPA shall be authorized to prohibit Sailing Vessels using their sail as only means of thrust to sail in the Port.

### 10.8 Mooring

10.8.1 Vessels in the Berths must be properly moored at all times. The Harbor Master has the right to give instructions thereto.

10.8.2 It is strictly prohibited to load or discharge a Vessel if the Vessel has not been properly moored.

### 10.9 Performance of activities

10.9.1 Subject to Article 10.9.2, it is strictly prohibited to carry out activities on a Vessel or an object on board a Vessel, in relation to any improvement, repair or changes of the Vessel or the object on board if:

- a. the Vessel is berthed, moored or anchored in the Port and fire is used for the activities or fire/sparking may arise due to the activities;
- b. the Vessel carries dangerous and/or inflammable substances and fire is used for the activities or fire/sparking may arise due to the activities; or
- c. the activities may cause danger, damage or hindrance.

10.9.2 Article 10.9.1 is not applicable if the Vessel is at a shipyard or at a repair yard, or if exemption has been granted thereto by the relevant authorities.

10.9.3 It is prohibited to carry out maintenance to a Vessel within the Ports without the explicit written permission of the Harbor Master.





## 10.10 Release substances

10.10.1 It is strictly prohibited to:

- a. allow soot, vapors, fumes, gases, smoke, dust or steam from a Vessel, unless it has been ensured that this does not or cannot cause danger, damage or hindrance; or
- b. load or discharge substances from a Vessel which may cause stench or hindrance when loading or discharging the Vessel.

10.10.2 Oil spills caused by Vessels in the Ports must be immediately reported to the Harbor Master.

## 10.11 Fumigation Vessel

10.11.1 Unless the Harbor Master has granted a prior written exemption in relation thereto, it is strictly prohibited to take up a Berth or be berthed with a Vessel with the intention to fumigate the Vessel or the cargo by treating either of them with gases or substances that release gases.

10.11.2 Unless the Harbor Master has granted a prior written exemption in relation thereto, it is strictly prohibited to take up a Berth or be berthed with a Vessel that is loaded with dry bulk cargo if the cargo has been treated with gases or substances that release gases with the intention to fumigate the cargo.

## 10.12 Vessels causing danger, damage or hindrance

10.12.1 CPA may prohibit Vessels to enter or have Vessels removed from the Ports if, in CPA's sole discretion, the Vessel causes or may cause danger, damage, hindrance or serious disturbance of public order.

10.12.2 CPA will only impose the prohibition stipulated in Article 10.12.1 if, in its sole discretion, no other measures are possible.

## MISCELLANEOUS PROVISIONS

### 11. SUSPENSION AND TERMINATION

11.1 If the Client fails to fulfil miscellaneous any obligation vis-à-vis CPA or CPO, including but not limited to Client's bankruptcy, suspension of payments or closing down of business, CPA and CPO shall have the right, without intervention of the court and without being obliged to pay the Client any damages on such account, either to suspend the services in whole or in part or to terminate the agreement concerned for the unperformed part by means of a written statement, at CPA's or CPO's sole discretion and without prejudice to its other rights.





- 11.2 In the event of a termination of the agreement on the grounds stated in Article 11.1 above, any claim of CPA or CPO vis-à-vis the Client shall become immediately due and payable in full.

## 12. LIMITATION OF LIABILITY

- 12.1 Any liability on the part of CPA or CPO shall for any damage whatsoever sustained by the Client or any other third party resulting during the carrying out of the services be limited to the amount paid out under the professional liability insurance in the matter concerned. Any further liability on the part of CPA or CPO is excluded. The indemnification as set out in this article shall not be applicable in the event of **intent or willful recklessness** on the part of CPA or CPO.
- 12.2 In addition to Article 12.1, the liability of CPO shall be governed by Article 8 hereto. In case of conflict, Article 8 shall prevail.

## 13. FORCE MAJEURE

- 13.1 If CPA or CPO fails in the fulfilment of any obligation vis-à-vis the Client, this failure cannot be imputed to any of them, and consequently neither of them shall be in default, where circumstances beyond CPA's or CPO's control, whether foreseeable or not, would obstruct such fulfilment or render it impossible. Such circumstances include but are not limited to: war, terrorism, occupation, government measures of whatever nature, natural disasters, fire, explosion, extremely bad weather conditions, blockades, strikes, shortage of Berths and any other circumstance beyond CPA's or CPO's control that could not reasonably have been foreseen.
- 13.2 In the event of force majeure, CPA and CPO shall have the right to suspend the fulfilment of its respective obligations vis-à-vis the Client until such time that fulfilment is no longer impeded. In the event that the circumstances of force majeure should extend for a period in excess of one (1) month both CPA and CPO, and the Client, shall be entitled to terminate the agreement in its entirety or in part, without being obliged to pay any damages.

## 14. NULLITY OF ONE OR MORE PROVISIONS

- 14.1 The nullity of any provision set forth in these General Term and Conditions shall have no effect on the validity of any other provisions set forth in these General Terms and Conditions.
- 14.2 If and insofar as any provision set forth in the agreement or in these General Terms and Conditions should, in the given circumstances, be regarded as unreasonably onerous, unacceptable or void, then a provision shall be applicable between the parties that, all circumstances considered, will be acceptable and will be closest in meaning to the provision that is deemed non-applicable in this case.



## 15. AMENDMENTS OF THE GENERAL CONDITIONS

- 15.1 The text of these General Conditions and of any amendment thereof introduced by CPA and CPO shall always be available for inspection at the offices of CPA and CPO. In addition CPA and CPO shall be prepared at all times to send a copy of the prevailing text to the Client, at his request.
- 15.2 In order to inform the Client of any amendments and additions to the General Conditions shall be published on the website of CPA and CPO, the same shall be sent to the client should the occasion arise, and they shall be available for inspection at the offices of CPA and CPO as well.
- 15.3 Amendments and additions to these General Conditions at any rate shall be binding upon the Client by CPA and CPO upon these General Conditions being made available to the client by handing these over to Client, by publishing these on the website of CPA or upon being filed with the office of the Clerk of the Court of First Instance in Curaçao.
- 15.4 Amendments to and/or deviations from the provisions of these General Terms and Conditions shall only be binding on CPA or CPO if they have expressly accepted such amendments and/or deviations in writing.

## 16. APPLICABLE LAWS AND DISPUTE RESOLUTION

- 16.1 These General Terms and Conditions shall exclusively be governed by and construed in accordance with the laws of Curaçao.
- 16.2 Any disputes arising in connection with these General Terms and Conditions or under any resultant agreement between CPA or CPO and the Client, shall be exclusively submitted to the Court of First Instance of Curaçao, seat Curaçao. Notwithstanding the foregoing, CPA and CPO shall have the right to institute proceedings before any competent court in the Client's jurisdiction.

Executed on February 1, 2017

On behalf of:

**Curaçao Ports Authority N.V.**

**Curacao Pilots Organization N.V.**

By: Humberto N. de Castro  
Managing Director



**ANNEX A**

**FEE SCHEDULE  
CPA AND CPO**



## Harbor Tariffs Curacao (as of Dec the 5<sup>th</sup> 2016)

Min GT	Max GT	MIN LOA (ft)	Max LOA (ft)	Pilotage (ANG)	Harbor Control Surcharge (ANG)	Total (ANG)	Total (USD)
0	400	0	180	87	29	116	65.17
400	800	180	220	145	49	194	108.99
800	1800	220	280	167	56	223	125.28
1800	6000	280	380	218	73	291	163.48
6000	10000	380	500	247	83	330	185.39
10000	13000	500	580	290	97	387	217.42
13000	16000	580	660	363	122	485	272.47
16000	17000	0	0	400	134	534	300.00
17000	18000	0	0	437	146	583	327.53
18000	19000	0	0	474	159	633	355.62
19000	20000	0	0	511	171	682	383.15
20000	21000	0	0	548	184	732	411.24
21000	22000	0	0	585	196	781	438.76
22000	23000	0	0	622	208	830	466.29
23000	24000	0	0	659	221	880	494.38
24000	25000	0	0	696	233	929	521.91
25000	26000	0	0	733	246	979	550.00
26000	27000	0	0	770	258	1,028	577.53
27000	28000	0	0	807	270	1,077	605.06
28000	29000	0	0	844	283	1,127	633.15
29000	30000	0	0	881	295	1,176	660.67
30000	31000	0	0	918	308	1,226	688.76
31000	32000	0	0	955	248	1,203	675.84
32000	33000	0	0	992	258	1,250	702.25
33000	34000	0	0	1,029	268	1,297	728.65
34000	35000	0	0	1,066	277	1,343	754.49
35000	36000	0	0	1,103	287	1,390	780.90
36000	37000	0	0	1,140	296	1,436	806.74
37000	38000	0	0	1,177	306	1,483	833.15
38000	39000	0	0	1,214	316	1,530	859.55
39000	40000	0	0	1,251	325	1,576	885.39
40000	41000	0	0	1,288	335	1,623	911.80
41000	42000	0	0	1,325	345	1,670	938.20
42000	43000	0	0	1,362	354	1,716	964.04

43000	44000	0	0	1,399	364	1,763	990.45
44000	45000	0	0	1,436	373	1,809	1,016.29
45000	46000	0	0	1,473	383	1,856	1,042.70
46000	47000	0	0	1,510	393	1,903	1,069.10
47000	48000	0	0	1,547	402	1,949	1,094.94
48000	49000	0	0	1,584	412	1,996	1,121.35
49000	50000	0	0	1,621	421	2,042	1,147.19
50000	51000	0	0	1,658	431	2,089	1,173.60
51000	52000	0	0	1,695	441	2,136	1,200.00
52000	53000	0	0	1,732	450	2,182	1,225.84
53000	54000	0	0	1,769	460	2,229	1,252.25
54000	55000	0	0	1,806	470	2,276	1,278.65
55000	56000	0	0	1,843	479	2,322	1,304.49
56000	57000	0	0	1,880	489	2,369	1,330.90
57000	58000	0	0	1,917	498	2,415	1,356.74
58000	59000	0	0	1,954	508	2,462	1,383.15
59000	60000	0	0	1,991	518	2,509	1,409.55
60000	61000	0	0	2,028	527	2,555	1,435.39
61000	62000	0	0	2,065	537	2,602	1,461.80
62000	63000	0	0	2,102	547	2,649	1,488.20
63000	64000	0	0	2,139	556	2,695	1,514.04
64000	65000	0	0	2,176	566	2,742	1,540.45
65000	66000	0	0	2,213	575	2,788	1,566.29
66000	67000	0	0	2,250	585	2,835	1,592.70
67000	68000	0	0	2,287	595	2,882	1,619.10
68000	69000	0	0	2,324	604	2,928	1,644.94
69000	70000	0	0	2,361	614	2,975	1,671.35
70000	71000	0	0	2,398	623	3,021	1,697.19
71000	72000	0	0	2,435	633	3,068	1,723.60
72000	73000	0	0	2,472	643	3,115	1,750.00
73000	74000	0	0	2,509	652	3,161	1,775.84
74000	75000	0	0	2,546	662	3,208	1,802.25
75000	76000	0	0	2,583	672	3,255	1,828.65
76000	77000	0	0	2,620	681	3,301	1,854.49
77000	78000	0	0	2,657	691	3,348	1,880.90
78000	79000	0	0	2,694	700	3,394	1,906.74
79000	80000	0	0	2,731	710	3,441	1,933.15
80000	81000	0	0	2,768	720	3,488	1,959.55
81000	82000	0	0	2,805	729	3,534	1,985.39
82000	83000	0	0	2,842	739	3,581	2,011.80











**Pilotage/ surcharge**

	<b>Normal Time</b>	<b>Overtime</b>
<b>In</b>	100%	200%
<b>Out</b>	100%	200%
<b>Shift</b>	50%	100%

**Working hours:**

05:30 – 18:30 Normal time 100% for the pilot service  
 18:31 – 05:29 Overtime 200%

Above mentioned fees are based either on tonnage or length in feet;  
 the highest amount is applicable.

**Wharfage:**

	<b>US¢</b>	<b>ANG¢</b>
• Berthing facilities per GRT per 24 hrs.	3.93	7
• Mooring facilities (Buoys/mooring) p.GRT	2.81	5
	<b>US\$</b>	<b>ANG</b>
• Minimum per period: berthing	21.00	37,38
• Mooring facilities (buoy mooring)	14.04	25,00

**Harbour dues:**

	<b>US\$</b>	<b>ANG</b>
• Minimum up to and incl.99 GRT per 24 hrs.	16.85	30,00
	<b>US¢</b>	<b>ANG¢</b>
• Over 99 GRT, in addition to the minimum per GRT per 24 hours	1.69	3,00