

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 January 1, 2021

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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:

Annex	an annex to these General Terms and Conditions
Article	an article of these General Terms and Conditions
Assistance	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
Berth	Location appointed by the Harbor Master where a Vessel may anchor for loading and unloading, in its broadest sense or otherwise
Bunker Vessel	a Vessel used to supply another Vessel with fuel
Cargo	All merchandise and packaging materials, containers, trailers and self-buoyant cargo bins, loaded and discharged by a Vessel, expressed in Tons
Certificate of Tonnage	a valid certificate of tonnage, as referred to in Article 24 of the Certificates of Tonnage Act 1981 (Official Journal of Laws, 1981, 122)
Client	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
Container	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



CPA	Curaçao Ports Authority N.V., a limited liability company incorporated under the laws of Curaçao with registration number 31560 (0)
CPO	Curaçao Pilots Organization N.V., a limited liability company incorporated under the laws of Curaçao with registration number 87254 (0)
Cruise Ship	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
Curaçao	the Country of Curaçao
GT	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)
General Terms and Conditions	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
General Use of the Ports	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
Harbor Fees and Other Fees	the fees due by the Client to CPA or CPO as described in Annex A
Harbor Master	the person designated as such by the Minister of Traffic, Transportation and Urban Planning of Curaçao
Internal Waters	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



ISPS	the International Ship and Port Facility Security Code
KTK	Kompania di Tou Korsou Exploitatie Maatschappij N.V., a limited liability company incorporated under the laws of Curaçao with registration number 48209 (0)
Passenger	a person as defined in Article 1 of the Shipping Act
Pilotage	the guidance of Vessels entering or leaving the Ports
Pilotage Regulation	The National Decree <i>Loodsdienst- en Loodsgeldenverordening Curaçao</i> (A.B. 1969, no. 78), as amended from time to time
Pleasure Boat	a Sea-going Vessel, used exclusively for recreational purposes, not being a Cruise Ship or a sea-going commercial vessel
Port of Willemstad	the Sint-Anna Bay and the internal waters of Schottegat
Ports	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
Rules of Usage	the rules of usage which apply to the Ports as described in Article 10.1 through Article 10.14 of these terms and conditions
Sailing vessel	A Sea-going Vessel that (mainly) uses its sails and masts, powered by the wind, to navigate



Sea-going vessel	any ship or Vessel suitable and or designed for voyages at sea as defined in Article 1 of the Shipping Act
Shifting	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)
Shipping Act	Kingdom Act of July 1, 1909, as amended from time to time
Shipping Manifest	list of the individual shipments constituting the Sea-going Vessel's cargo
Specific Use of the Ports	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
Tally Sheet	list of incoming and outgoing cargo of the Sea-going Vessel
Tanker	a Sea-going Vessel, principally intended or used for transporting liquid cargo in an unpacked state
Time of Stay	the time between the start and end of use of any the Ports by a Vessel
Ton	a mass of 1,000 kilogram
Towing	any operation in condition with the holding, pushing, pulling or moving a Vessel
Tug	a Vessel which is primarily intended or used for holding, pushing or moving other Vessels
Vessel	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
Warship	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 warships, 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.



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.

10.1.2. 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 January 1, 2021

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 Curaçao (as of Jan 1, 2021)

Min GT	Max GT <	Min LOA (ft)	Max LOA (ft) <	Pilotage (ANG)	Harbor Control Surcharge (ANG)	Total (ANG)	Total (USD)
0	400	0	180	96	32	128	72.00
400	800	180	220	160	54	214	120.00
800	1800	220	280	184	62	246	138.00
1800	6000	280	380	240	80	320	180.00
6000	10000	380	500	272	91	363	204.00
10000	13000	500	580	319	107	426	239.25
13000	16000	580	660	400	134	534	300.00
16000	17000	0	0	441	148	589	330.75
17000	18000	0	0	482	161	643	361.50
18000	19000	0	0	523	175	698	392.25
19000	20000	0	0	564	189	753	423.00
20000	21000	0	0	605	203	808	453.75
21000	22000	0	0	646	216	862	484.50
22000	23000	0	0	687	230	917	515.25
23000	24000	0	0	728	244	972	546.00
24000	25000	0	0	769	258	1,027	576.75
25000	26000	0	0	810	271	1,081	607.50
26000	27000	0	0	851	285	1,136	638.25
27000	28000	0	0	892	299	1,191	669.00
28000	29000	0	0	933	313	1,246	699.75
29000	30000	0	0	974	326	1,300	730.50
30000	31000	0	0	1,015	340	1,355	761.25
31000	32000	0	0	1,056	275	1,331	747.51
32000	33000	0	0	1,097	285	1,382	776.53
33000	34000	0	0	1,138	296	1,434	805.55
34000	35000	0	0	1,179	307	1,486	834.57
35000	36000	0	0	1,220	317	1,537	863.60
36000	37000	0	0	1,261	328	1,589	892.62
37000	38000	0	0	1,302	339	1,641	921.64
38000	39000	0	0	1,343	349	1,692	950.66
39000	40000	0	0	1,384	360	1,744	979.69
40000	41000	0	0	1,425	371	1,796	1,008.71
41000	42000	0	0	1,466	381	1,847	1,037.73
42000	43000	0	0	1,507	392	1,899	1,066.75
43000	44000	0	0	1,548	402	1,950	1,095.78
44000	45000	0	0	1,589	413	2,002	1,124.80
45000	46000	0	0	1,630	424	2,054	1,153.82

46000	47000	0	0	1,671	434	2,105	1,182.84
47000	48000	0	0	1,712	445	2,157	1,211.87
48000	49000	0	0	1,753	456	2,209	1,240.89
49000	50000	0	0	1,794	466	2,260	1,269.91
50000	51000	0	0	1,835	477	2,312	1,298.93
51000	52000	0	0	1,876	488	2,364	1,327.96
52000	53000	0	0	1,917	498	2,415	1,356.98
53000	54000	0	0	1,958	509	2,467	1,386.00
54000	55000	0	0	1,999	520	2,519	1,415.02
55000	56000	0	0	2,040	530	2,570	1,444.04
56000	57000	0	0	2,081	541	2,622	1,473.07
57000	58000	0	0	2,122	552	2,674	1,502.09
58000	59000	0	0	2,163	562	2,725	1,531.11
59000	60000	0	0	2,204	573	2,777	1,560.13
60000	61000	0	0	2,245	584	2,829	1,589.16
61000	62000	0	0	2,286	594	2,880	1,618.18
62000	63000	0	0	2,327	605	2,932	1,647.20
63000	64000	0	0	2,368	616	2,984	1,676.22
64000	65000	0	0	2,409	626	3,035	1,705.25
65000	66000	0	0	2,450	637	3,087	1,734.27
66000	67000	0	0	2,491	648	3,139	1,763.29
67000	68000	0	0	2,532	658	3,190	1,792.31
68000	69000	0	0	2,573	669	3,242	1,821.34
69000	70000	0	0	2,614	680	3,294	1,850.36
70000	71000	0	0	2,655	690	3,345	1,879.38
71000	72000	0	0	2,696	701	3,397	1,908.40
72000	73000	0	0	2,737	712	3,449	1,937.43
73000	74000	0	0	2,778	722	3,500	1,966.45
74000	75000	0	0	2,819	733	3,552	1,995.47
75000	76000	0	0	2,860	744	3,604	2,024.49
76000	77000	0	0	2,901	754	3,655	2,053.52
77000	78000	0	0	2,942	765	3,707	2,082.54
78000	79000	0	0	2,983	776	3,759	2,111.56
79000	80000	0	0	3,024	786	3,810	2,140.58
80000	81000	0	0	3,065	797	3,862	2,169.61
81000	82000	0	0	3,106	808	3,914	2,198.63
82000	83000	0	0	3,147	818	3,965	2,227.65
83000	84000	0	0	3,188	829	4,017	2,256.67
84000	85000	0	0	3,229	840	4,069	2,285.70
85000	86000	0	0	3,270	850	4,120	2,314.72
86000	87000	0	0	3,311	861	4,172	2,343.74
87000	88000	0	0	3,352	872	4,224	2,372.76
88000	89000	0	0	3,393	882	4,275	2,401.79

89000	90000	0	0	3,434	893	4,327	2,430.81
90000	91000	0	0	3,475	904	4,379	2,459.83
91000	92000	0	0	3,516	914	4,430	2,488.85
92000	93000	0	0	3,557	925	4,482	2,517.88
93000	94000	0	0	3,598	935	4,533	2,546.90
94000	95000	0	0	3,639	946	4,585	2,575.92
95000	96000	0	0	3,680	957	4,637	2,604.94
96000	97000	0	0	3,721	967	4,688	2,633.97
97000	98000	0	0	3,762	978	4,740	2,662.99
98000	99000	0	0	3,803	989	4,792	2,692.01
99000	100000	0	0	3,844	999	4,843	2,721.03
100000	101000	0	0	3,885	1,010	4,895	2,750.06
101000	102000	0	0	3,926	1,021	4,947	2,779.08
102000	103000	0	0	3,967	1,031	4,998	2,808.10
103000	104000	0	0	4,008	1,042	5,050	2,837.12
104000	105000	0	0	4,049	1,053	5,102	2,866.15
105000	106000	0	0	4,090	1,063	5,153	2,895.17
106000	107000	0	0	4,131	1,074	5,205	2,924.19
107000	108000	0	0	4,172	1,085	5,257	2,953.21
108000	109000	0	0	4,213	1,095	5,308	2,982.24
109000	110000	0	0	4,254	1,106	5,360	3,011.26
110000	111000	0	0	4,295	1,117	5,412	3,040.28
111000	112000	0	0	4,336	1,127	5,463	3,069.30
112000	113000	0	0	4,377	1,138	5,515	3,098.33
113000	114000	0	0	4,418	1,149	5,567	3,127.35
114000	115000	0	0	4,459	1,159	5,618	3,156.37
115000	116000	0	0	4,500	1,170	5,670	3,185.39
116000	117000	0	0	4,541	1,181	5,722	3,214.42
117000	118000	0	0	4,582	1,191	5,773	3,243.44
118000	119000	0	0	4,623	1,202	5,825	3,272.46
119000	120000	0	0	4,664	1,213	5,877	3,301.48
120000	121000	0	0	4,705	1,223	5,928	3,330.51
121000	122000	0	0	4,746	1,234	5,980	3,359.53
122000	123000	0	0	4,787	1,245	6,032	3,388.55
123000	124000	0	0	4,828	1,255	6,083	3,417.57
124000	125000	0	0	4,869	1,266	6,135	3,446.60
125000	126000	0	0	4,910	1,277	6,187	3,475.62
126000	127000	0	0	4,951	1,287	6,238	3,504.64
127000	128000	0	0	4,992	1,298	6,290	3,533.66
128000	129000	0	0	5,033	1,309	6,342	3,562.69
129000	130000	0	0	5,074	1,319	6,393	3,591.71
130000	131000	0	0	5,115	1,330	6,445	3,620.73
131000	132000	0	0	5,156	1,341	6,497	3,649.75

132000	133000	0	0	5,197	1,351	6,548	3,678.78
133000	134000	0	0	5,238	1,362	6,600	3,707.80
134000	135000	0	0	5,279	1,373	6,652	3,736.82
135000	136000	0	0	5,320	1,383	6,703	3,765.84
136000	137000	0	0	5,361	1,394	6,755	3,794.87
137000	138000	0	0	5,402	1,405	6,807	3,823.89
138000	139000	0	0	5,443	1,415	6,858	3,852.91
139000	140000	0	0	5,484	1,426	6,910	3,881.93
140000	141000	0	0	5,525	1,437	6,962	3,910.96
141000	142000	0	0	5,566	1,447	7,013	3,939.98
142000	143000	0	0	5,607	1,458	7,065	3,969.00
143000	144000	0	0	5,648	1,468	7,116	3,998.02
144000	145000	0	0	5,689	1,479	7,168	4,027.04
145000	146000	0	0	5,730	1,490	7,220	4,056.07
146000	147000	0	0	5,771	1,500	7,271	4,085.09
147000	148000	0	0	5,812	1,511	7,323	4,114.11
148000	149000	0	0	5,853	1,522	7,375	4,143.13
149000	150000	0	0	5,894	1,532	7,426	4,172.16
150000	151000	0	0	5,935	1,543	7,478	4,201.18
151000	152000	0	0	5,976	1,554	7,530	4,230.20
152000	153000	0	0	6,017	1,564	7,581	4,259.22
153000	154000	0	0	6,058	1,575	7,633	4,288.25
154000	155000	0	0	6,099	1,586	7,685	4,317.27
155000	156000	0	0	6,140	1,596	7,736	4,346.29
156000	157000	0	0	6,181	1,607	7,788	4,375.31
157000	158000	0	0	6,222	1,618	7,840	4,404.34
158000	159000	0	0	6,263	1,628	7,891	4,433.36
159000	160000	0	0	6,304	1,639	7,943	4,462.38
160000	161000	0	0	6,345	1,650	7,995	4,491.40
161000	162000	0	0	6,386	1,660	8,046	4,520.43
162000	163000	0	0	6,427	1,671	8,098	4,549.45
163000	164000	0	0	6,468	1,682	8,150	4,578.47
164000	165000	0	0	6,509	1,692	8,201	4,607.49
165000	166000	0	0	6,550	1,703	8,253	4,636.52
166000	167000	0	0	6,591	1,714	8,305	4,665.54
167000	168000	0	0	6,632	1,724	8,356	4,694.56
168000	169000	0	0	6,673	1,735	8,408	4,723.58
169000	170000	0	0	6,714	1,746	8,460	4,752.61
170000	171000	0	0	6,755	1,756	8,511	4,781.63
171000	172000	0	0	6,796	1,767	8,563	4,810.65
172000	173000	0	0	6,837	1,778	8,615	4,839.67
173000	174000	0	0	6,878	1,788	8,666	4,868.70
174000	175000	0	0	6,919	1,799	8,718	4,897.72

175000	176000	0	0	6,960	1,810	8,770	4,926.74
176000	177000	0	0	7,001	1,820	8,821	4,955.76
177000	178000	0	0	7,042	1,831	8,873	4,984.79
178000	179000	0	0	7,083	1,842	8,925	5,013.81
179000	180000	0	0	7,124	1,852	8,976	5,042.83
180000	181000	0	0	7,165	1,863	9,028	5,071.85
181000	182000	0	0	7,206	1,874	9,080	5,100.88
182000	183000	0	0	7,247	1,884	9,131	5,129.90
183000	184000	0	0	7,288	1,895	9,183	5,158.92
184000	185000	0	0	7,329	1,906	9,235	5,187.94
185000	186000	0	0	7,370	1,916	9,286	5,216.97
186000	187000	0	0	7,411	1,927	9,338	5,245.99
187000	188000	0	0	7,452	1,938	9,390	5,275.01
188000	189000	0	0	7,493	1,948	9,441	5,304.03
189000	190000	0	0	7,534	1,959	9,493	5,333.06
190000	191000	0	0	7,575	1,970	9,545	5,362.08
191000	192000	0	0	7,616	1,980	9,596	5,391.10
192000	193000	0	0	7,657	1,991	9,648	5,420.12
193000	194000	0	0	7,698	2,001	9,699	5,449.15
194000	195000	0	0	7,739	2,012	9,751	5,478.17
195000	196000	0	0	7,780	2,023	9,803	5,507.19
196000	197000	0	0	7,821	2,033	9,854	5,536.21
197000	198000	0	0	7,862	2,044	9,906	5,565.24
198000	199000	0	0	7,903	2,055	9,958	5,594.26
199000	200000	0	0	7,944	2,065	10,009	5,623.28
200000	201000	0	0	7,985	2,076	10,061	5,652.30
201000	202000	0	0	8,026	2,087	10,113	5,681.33
202000	203000	0	0	8,067	2,097	10,164	5,710.35
203000	204000	0	0	8,108	2,108	10,216	5,739.37
204000	205000	0	0	8,149	2,119	10,268	5,768.39
205000	206000	0	0	8,190	2,129	10,319	5,797.42
206000	207000	0	0	8,231	2,140	10,371	5,826.44
207000	208000	0	0	8,272	2,151	10,423	5,855.46
208000	209000	0	0	8,313	2,161	10,474	5,884.48
209000	210000	0	0	8,354	2,172	10,526	5,913.51
210000	211000	0	0	8,395	2,183	10,578	5,942.53
211000	212000	0	0	8,436	2,193	10,629	5,971.55
212000	213000	0	0	8,477	2,204	10,681	6,000.57
213000	214000	0	0	8,518	2,215	10,733	6,029.60
214000	215000	0	0	8,559	2,225	10,784	6,058.62
215000	216000	0	0	8,600	2,236	10,836	6,087.64
216000	217000	0	0	8,641	2,247	10,888	6,116.66
217000	218000	0	0	8,682	2,257	10,939	6,145.69

218000	219000	0	0	8,723	2,268	10,991	6,174.71
219000	220000	0	0	8,764	2,279	11,043	6,203.73
220000	221000	0	0	8,805	2,289	11,094	6,232.75

Figures may be subject to rounding differences

Pilotage / surcharge

	Normal Time	Overtime
In	100%	200%
Out	100%	200%
Shift	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:

	US¢	ANG¢
• Berthing facilities per GRT per 24 hrs	4.78	8.5
• Mooring facilities (buoys/mooring) p. GRT per 24 hrs	3.43	6.1
	US\$	ANG
• Minimum per period: berthing	25.41	45.23
• Mooring facilities (buoy mooring)	16.99	30.25

Harbour dues:

	US\$	ANG
• Minimum up to and incl. 99 GRT per 24 hrs.	20.39	36.30
	US¢	ANG¢
• Over 99 GRT, in addition to the minimum per GRT per 24 hrs.	2.02	3.6

Above tariff in US currency is subject to rounding off differences compared to the actual rate.