

# TERMS AND CONDITIONS TIME SLOTS ROTTERDAM WORLD GATEWAY B.V.



## 1. Definitions

- 1.1 “Priced Time Slot”: a Time Slot that is subject to a Time Slot Surcharge.
- 1.2 “Entrant”: the Carrier and/or any other natural person or legal entity who enters the RWG Site for, on behalf of or by order of the Carrier.
- 1.3 “Sustainability Contribution”: the amount that the Carrier owes to RWG when a Time Slot is reserved and that will be communicated to the Carrier through PCS or other means.
- 1.4 “No-show Surcharge”: the amount owed by the Carrier to RWG if the Carrier does not enter the RWG site during the reserved Priced Time Slot, without the Carrier having cancelled that Priced Time Slot.
- 1.5 “Force Majeure”: severe weather conditions, natural disasters, burglary, fire, explosion, nuclear reactions, government measures, road closures and blockades, congestion, war, insurrection, rebellion, terrorism, hostage-taking, sabotage, destruction, computer viruses, cybercrime and attacks, and any other circumstances not attributable to RWG that are not (exclusively) influenced by or within the control of RWG.
- 1.6 “PCS”: Portbase's Port Community System.
- 1.7 “RWG”: Rotterdam World Gateway B.V.
- 1.8 “RWG Site”: the land, buildings and/or waters where RWG is located or is engaged in activities, including quays, railways, crane tracks and roads and waterways.
- 1.9 “RWG Conditions Time Slots”: the most recent version of these terms and conditions.
- 1.10 “RWG Website”: [www.rwg.nl](http://www.rwg.nl).
- 1.11 “Secure Logistics”: Secure Logistics B.V.
- 1.12 “Time Slot”: a time window within which the Entrant will enter the RWG Site or intends to do so.
- 1.13 “Time Slot Surcharge”: the amount that the Carrier owes to RWG when a Priced Time Slot is reserved, or any other amount that RWG will charge for the relevant Time Slot and that will be communicated to the Carrier through PCS or other means.
- 1.14 “Carrier”: the party making a reservation in order to deliver to or collect from RWB (a container containing) goods.
- 1.15 “VRTO Conditions”: the General Terms and Conditions of the Rotterdam Terminal Operators’ Association (VRTO), filed with the Chamber of Commerce on 11 December 2023.

## 2. Applicability

- 2.1 The RWG Conditions Time Slots are applicable to the legal relationship between RWG and the Carrier, including all agreements concluded between them if the Carrier reserves a Time Slot.
- 2.2 In addition to the RWG Conditions Time Slots, the VRTO Conditions are applicable to the legal relationship between RWG and the Carrier, including all agreements concluded between them. In the event of a conflict or discrepancy between provisions of the RWG Conditions Time Slots and provisions of the VRTO Conditions, the provisions of the RWG Conditions Time Slots prevail. The applicability of any other terms and conditions, including the Carrier's general terms and conditions, is expressly rejected.

- 2.3 Deviations from the terms laid down in the RWG Conditions Time Slots will be allowed only if agreed in writing. Such document must be signed by persons authorised to do so as evident from the Trade Register.
- 2.4 If any provision, or part of a provision, of the RWG Conditions Time Slots is void or voidable, this will not affect the validity of the other provisions, or parts thereof.
- 2.5 RWG is entitled to amend its RWG Conditions Time Slots unilaterally. The most recent version of the RWB Conditions Time Slots can be found on the RWG website.

### **3. Reserving Priced Time Slots, Time Slot Surcharge, No-show Surcharge**

- 3.1 Access to the RWG Site during Priced Time Slots is exclusively possible and allowed subject to the terms of the RWG Conditions Time Slots and if the Carrier has reserved a Priced Time Slot through PCS in advance. A one-time agreement is concluded as soon as the Carrier reserves a selected Priced Time Slot through PCS.
- 3.2 RWG is entitled to designate time slots as Priced Time Slots at its own discretion. When reserving a Priced Time Slot, the Carrier agrees to be liable to pay the Time Slot Surcharge and any No-Show Surcharge and agrees to the (payment) terms set out in the RWG Conditions Time Slots.
- 3.3 If the Carrier cancels a Priced Time Slot before this Priced Time Slot is due to commence, or makes a rebooking to a non-priced Time Slot, the Carrier will not be liable to pay the Time Slot Surcharge. If the Carrier cancels a Priced Time Slot after this Priced Time Slot has commenced, or makes a rebooking to a non-priced Time Slot, the Carrier will remain liable to pay the Time Slot Surcharge and no refund of any costs already incurred will be made.
- 3.4 If the Carrier does not enter the RWG Site at the starting time of the reserved Priced Time Slot, without the Carrier having cancelled that Priced Time Slot, the Carrier will remain liable to pay the Time Slot Surcharge, no refund will be made of any costs already paid and RWG will be entitled to charge the Carrier a No-Show Surcharge in addition to the Time Slot Surcharge.
- 3.5 If RWG cancels a Priced Time Slot, or otherwise refuses, denies, suspends, interrupts or terminates the Carrier's access to the RWG Site, the Carrier will remain liable to pay the Time Slot Surcharge unless the cancellation, rebooking, refusal, denial, suspension, interruption or termination is the result of or relates to circumstances that can solely be attributed to RWG and/or are exclusively within the control of RWG, including (power) disruptions and outages, strikes, work interruptions, congestion, but expressly not including any event of Force Majeure.
- 3.6 The obligation to pay, the collection and/or the payment of the Time Slot Surcharge and the No-Show Surcharge will not affect any other fees, costs, taxes and charges payable by the Carrier to RWG.

### **4. Reserving Time Slots and Sustainability Contribution**

- 4.1 Access to the RWG Site is exclusively possible and allowed subject to the terms of the RWG Conditions Time Slots and if the Carrier has reserved a Time Slot through PCS in advance. A one-time agreement is concluded as soon as the Carrier reserves a selected Time Slot through PCS.
- 4.2 When reserving a Time Slot, the Carrier agrees to be liable to pay the Sustainability Contribution and agrees to the (payment) terms set out in the RWG Conditions Time Slots.

- 4.3 RWG is entitled to increase the Time Slot Surcharge and the Sustainability Contribution and is subject to annual indexation. Any changes to the Time Slot Surcharge and/or the Sustainability Contribution will be communicated to the Carrier via PCS or otherwise.
- 4.4 If the Carrier cancels a Time Slot before this Time Slot is due to commence, the Carrier will not be liable to pay the Sustainability Contribution. If the Carrier cancels a Time Slot after Time Slot is has commenced, the Carrier will remain liable to pay the Sustainability Contribution and no refund of any costs already incurred will be made.
- 4.5 If the Carrier does not enter the RWG Site at the starting time of the reserved Time Slot, without the Carrier having cancelled that Time Slot, the Carrier will remain liable to pay the Sustainability Contribution, and no refund will be made of any costs already incurred will be made.
- 4.6 If RWG cancels a Time Slot, or otherwise refuses, denies, suspends, interrupts or terminates the Carrier's access to the RWG Site, the Carrier will remain liable to pay the Sustainability Contribution unless the cancellation, rebooking, refusal, denial, suspension, interruption or termination is the result of or relates to circumstances that can solely be attributed to RWG and/or are exclusively within the control of RWG, including (power) disruptions and outages, strikes, work interruptions, congestion, but expressly not including any event of Force Majeure.
- 4.7 The obligation to pay, the collection and/or the payment of the Sustainability Contribution will not affect any other fees, costs, taxes and charges payable by the Carrier to RWG.

## **5. Payment and default**

- 5.1 The Carrier agrees to the Time Slot Surcharge, the Sustainability Contribution and the No-Show Surcharge being collected by Secure Logistics on behalf of RWG. Collection will be effected by a (collecting) invoice which Secure Logistics will send to the Carrier once in a specified period and which must be paid by the Carrier within the time limit specified on the invoice.
- 5.2 The Carrier is not entitled to suspend or offset payment.
- 5.3 If the Carrier fails to settle the full invoice within the time limit stated in paragraph 1, the Carrier will be in default without notice of default being required. As soon as the Carrier is in default vis-à-vis RWG, RWG will be entitled to suspend performance of its obligations to the Carrier until such time as the Carrier has performed all its obligations to RWG or has provided sufficient security for the performance of its obligations.
- 5.4 If the Carrier is in default, the Carrier will owe to RWG the amount due to statutory commercial interest referred to in Article 6:119a of the Dutch Civil Code, from the invoice date to the day of payment in full. Following a once-off reminder which is also left unpaid within the payment term set in the reminder, the Carrier will also be liable to pay extrajudicial collection costs incurred by RWG, which will be fixed at 15% of the principal sum unpaid, with a minimum of EUR 150.
- 5.5 If the Carrier fails to pay the invoice referred to in paragraph 1 or fails to pay in good time, or fails or is late to pay several invoices referred to in paragraph 1, RWG may, at its discretion, attach consequences to this, including denial of access to the RWG Site.
- 5.6 If the Carrier has remained in default to RWG for 30 (thirty) days, RWG will be entitled to terminate all agreements with the Carrier by giving written notice and/or to cancel all time slots reserved by the Carrier, without prejudice to RWG's right to claim payment of the activities already carried out by RWG as well as compensation for loss on account of non-performance.

5.7 In the event of bankruptcy, suspension of payments, or a pre-judgment or post-judgment attachment on a substantial part of the assets of the Carrier, RWG's claims will become immediately due and payable and all agreements will be terminated without judicial intervention being required.

## **6. Privacy and confidentiality**

6.1 RWG may process personal data within the context of Time Slot reservations. RWG will ensure that personal data are processed in accordance with its Privacy Policy and the applicable laws and regulations, including the General Data Protection Regulation (GDPR). Reference is made to RWG's Privacy Policy as posted on the RWG Website for more information on how RWG processes personal data.

6.2 For the purpose of collecting the Time Slot Surcharge, the Sustainability Contribution and the No-Show Surcharge, Secure Logistics will have access to, and be allowed to inspect, use and otherwise process, such data (including personal data) of the Carrier and/or the Entrant as will be needed to effect collection. Secure Logistics is to be regarded as an independent controller as referred to in Article 4(7) GDPR with regard to the processing of personal data. Consequently, RWG cannot be held responsible for any act on the part of Secure Logistics in that respect. Reference is made to (the website of) Secure Logistics for more information on how Secure Logistics processes personal data. Reference is also made to (the website of) Secure Logistics for the terms and conditions governing the services provided by Secure Logistics.

6.3 The Carrier undertakes to keep confidential all data, information and documents it obtains as part of its legal relationship with RWG, except and to the extent that there is a legal obligation to disclose, and the Carrier will comply with all applicable (privacy) regulations in this context.

## **7. Applicable law and competent court**

7.1 All legal relationships between RWG and the Carrier, as well as the RWG Conditions Time Slots, are governed by Dutch law.

7.2 The Rotterdam District Court will have exclusive jurisdiction to hear, in the first instance, disputes between RWG and the Carrier in connection with Time Slots and/or the RWG Conditions Time Slots.