

# **Beheerorganisatie Slufter**

## **General acceptance conditions governing the storage and/or processing of contaminated dredged material at Confined Disposal Facility “de Slufter”**

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

1. These general acceptance conditions apply to all Agreements concluded by the Port of Rotterdam Authority / Rijkswaterstaat Western Netherlands South<sup>1</sup>. Under no circumstances will the general conditions of the disposer be accepted.
2. Any stipulations that are in variance with these general acceptance conditions will apply only and to the extent that said variations have been agreed to in writing by the Port of Rotterdam Authority / Rijkswaterstaat Western Netherlands South. Variations agreed to in writing do not apply with respect to successive agreements unless agreed to once more in writing.

### **Article 2 Conditions governing acceptance**

1. The disposer shall be obliged to comply with the procedure described at Confined Disposal Facility (CDF) ‘de Slufter’ acceptance protocol when obtaining a waste registration number in order to be eligible for disposing of a consignment of dredged material at the ‘de Slufter’ depot. Prior to obtaining the waste registration number, the disposer must enter into an Agreement with the Port of Rotterdam Authority / Rijkswaterstaat Western Netherlands South. To this end, the disposer is required to submit a disposal request to the manager at ‘de Slufter’.
2. Should it transpire at any time that the estimated volumes may be exceeded, the disposer shall notify the depot manager, Boskalis Beheer Slufter, hereof in writing. Overruns of the allocated storage and processing volumes will be accepted only on receipt of a substantiated explanation in writing from the disposer and on condition that the disposer can demonstrate that the analyses submitted with the original disposal request are also fully commensurate with the extra volumes delivered.

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

1. The consignment of dredged material should be delivered by the disposer during the period set out in the Agreement.
2. If the disposer is unable to deliver the dredged material during the scheduled period owing to unforeseen circumstances, the disposer shall arrange an alternative delivery period in consultation with the depot manager, Boskalis Beheer Slufter. Boskalis Beheer Slufter shall confirm the alternative delivery period to the disposer.
3. Any consequences arising from the delay referred to in subparagraph 2 will be the full responsibility of the disposer.

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<sup>1</sup> Havenbedrijf Rotterdam N.V. / Rijkswaterstaat West Nederland Zuid

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## Article 4 Conditions governing use of the storage and processing facilities

1. The disposer is responsible for arranging the transport of the dredged material and the transfer thereof to the CDF 'de Slufter'. The costs of the handling are payable by the disposer.
2. Where required, the disposer may submit a request to use the connection point at the depot. This request will be approved if the connection point is available and if there are no others grounds for refusal.
3. The delivery, discharge and transfer logistics shall be the responsibility of the disposer or the authorised agent and/or contractor charged with executing the works on behalf of the disposer. All references hereafter to 'the disposer' shall also be taken to mean the authorised agent and/or contractor.
4. In the event of an emergency or if deemed necessary for operational reasons, the depot manager, Boskalis Beheer Slufter, shall be entitled to suspend or interrupt the disposal and processing works or to cancel the agreed schedule altogether, in which case Boskalis Beheer Slufter shall not be held liable by the disposer or its agents in respect of any ensuing loss of profits.
5. The contingencies referred to in subparagraph 4 will also include force majeure events, measures imposed by the competent authorities, accidents and weather conditions such as frost, floating ice, storm, extreme water levels and high water discharge.
6. If the delivery of dredged material is suspended as a result of an emergency at the site of origin or during transport, the disposer or its agents should bring these circumstances to the immediate attention of Boskalis Beheer Slufter. If the acceptance has been suspended for operational considerations or reasons pertaining to external factors, Boskalis Beheer Slufter will bring this to the immediate attention of the disposer.
7. Boskalis Beheer Slufter shall be at liberty to determine the sequence of deliveries in consultation with the Slufter Administrative Organisation.

## Article 5 Transfer of dredged material

Ownership of the dredged material will be deemed to have transferred from the disposer to Port of Rotterdam Authority / Rijkswaterstaat Western Netherlands South in accordance with the following:

- Delivery by truck: once the dredged material has been tipped at the location specified by the manager.
- Delivery by barge / hopper: once the dredged material has hydraulically passed the connection point for the barge unloading suction dredger / hopper to the pressure pipeline at the depot.

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## Article 6 Contact person, consultation

1. In matters of performance, Boskalis Beheer Slufter will be the contact person for the depot.
2. In matters of performance, the name of the contact person designated by the disposer will be entered by the disposer on the acceptance application form.
3. The contact persons referred to in Article 6, subparagraphs 1 and 2 will consult with each other no later than two weeks prior to commencement of the disposal and processing works. Matters for discussion will include agreement on the proposed delivery frequency and the manner in which the disposer will log in and log out at Boskalis Beheer Slufter during the actual disposal and processing works.

## Article 7 Safety regulations

Any person who is present or in the vicinity of the 'de Slufter' operations must abide by the general rules of conduct, the Health and Safety plan regulations and the instructions of the depot manager, Boskalis Beheer Slufter. Any person who fails to comply with these regulations and procedures and/or instructions may be refused access to the depot.

## Article 8 Liability and indemnification

1. The disposer shall be liable for any loss or damage caused in the execution of the disposal and processing works at 'de Slufter' except if such loss or damage is due to gross negligence or default on the part of the depot manager, Boskalis Beheer Slufter.
2. The term 'loss or damage' will also include environmental damage, for example as a result of spillages, noncompliance with the acceptance conditions, personal injury and all costs arising in connection with measures taken to avoid the occurrence of loss or damage.
3. The disposer shall indemnify the Port of Rotterdam Authority / Rijkswaterstaat Western Netherlands South against all claims for compensation filed by or on behalf of same.

## Article 9 Termination

1. If the disposer fails to comply with the conditions and procedures set out in the Operational Delivery Conditions governing the storage and processing of dredged material at the CDF "de Slufter", Port of Rotterdam Authority / Rijkswaterstaat Western Netherlands South, having first allowed the disposer a reasonable period to remedy the default, shall be at liberty to terminate the Storage Agreement with immediate effect and will not be liable to pay any ensuing compensation.
2. All obligations which by their nature are intended to continue even after termination of this Agreement will continue to apply after its termination.

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## Article 10 Disputes and applicable law

1. This Agreement, including its formation, interpretation and execution, together with the current General Acceptance Conditions and the Operational Delivery Conditions, are subject to Dutch law.
2. Any dispute that may arise in connection with the Agreement and/or the aforesaid Conditions or ensuing Agreements will be referred to the competent court of jurisdiction in Rotterdam, the Netherlands.
3. The Dutch-language version of the General acceptance conditions governing the storage and processing of Dredged Materials at the Confined Disposal Facility “de Slufter” will take precedence over other versions.