

## **Terms and Conditions for the Use of Shore Power Facilities for Sea Cruise Vessels**

Version 2025-05

These general terms and conditions shall apply to all users of onshore power facilities for Sea Cruise Vessels at the disposal of Port of Amsterdam.

Between Port of Amsterdam (the "The Port") and the customer (the "Vessel"), the following general terms and conditions apply.

### **1. Use of Shore Power Facilities**

1.1 The shore power facility provides 11 KV voltage and 50 Hz or 60 Hz frequency in accordance with the rules and regulations described in IEC/ISO/IEEE 80005-1 (the "Regulations") with the following service details;

- a) Voltage: 6,6 or 11 KV
- b) Frequency: 50 Hz or 60 Hz
- c) Available power; max 16 MW.

1.2 The customer guarantees that the installation of the ship is conform IEC/ISO/IEEE 80005-1 and is functioning accordingly when connected to the shore power facility.

### **2. Obligations of the customer**

2.1 The Customer must familiarize themselves with connection procedures and comply with all regulations described in IEC/ISO/IEEE 80005-1.

2.2 The Customer has to do everything to connect to the facility as soon as possible after mooring and disconnect as close to departure as possible.

2.3 The Customer has to provide contact information of the vessel's representative for shore power before mooring. The Port shall always be able to get in touch with the Vessel's representative while the facility is in use.

2.4 The Customer has to provide all necessary information relevant to the use of the shore power facility before mooring.

2.5 The Customer has to provide access to the vessels onshore power system that allows for a shore-side power connection when requested by the representative or technician of the Port.

2.6 Both Parties must notify each other immediately if they discover any non-conformances or irregularities in the shore power facility.

2.7 The Customer must inform the Port of any changes in requested information.

### **3. Obligations of the port**

- 3.1 The Port agrees to provide electrical power to the delivery point on the Vessel conform the terms of this agreement. The delivery point is defined as the location where The Port's connectors are attached to the Vessel's connectors.
- 3.2 The Port reserves the right to close shore power facilities at its discretion for safety or technical reasons.
- 3.3 The Port may request to inspect the part of the Vessel's onshore power system when moored.

### **4. Invoicing and Payment**

- 4.1 Invoices for the Service will be issued after signing the disconnection papers.
- 4.2 Payment is due within 30 days of the invoice date.
- 4.3 Prices are based on the electricity price, grid fees, and facility operation costs.
- 4.4 The Port's price list is available on the Cruise Port Amsterdam website / by contacting your agent

### **5. Validity and Amendment of Terms**

- 5.1 The Terms & Conditions regarding the shore power facility are valid from the moment that the ship is moored at the berth at Passenger Terminal Amsterdam.
- 5.2 The Port reserves the right to amend these terms and conditions. Updated terms will become effective 45 days after notification to the Customer.

### **6. Communication**

- 6.1 All formal communication between the Customer and the Port must be in writing.
- 6.2 The total energy consumption of the Customer must be signed by authorized representatives of both parties; this is done when the connection is made by the technicians.

### **7. Data Processing and Protection**

- 7.1 The Port processes Customer data in accordance with applicable privacy legislation and good business practices.
- 7.2 Energy related Customer data may be forwarded to companies responsible for the shore power facility and the energy suppliers.

### **8. Liability and Dispute Resolution**

- 8.1 Both Parties are liable for direct damage (including third party claims) caused by their respective actions or omissions.. The Customer is liable for any damage to the shore power equipment as far as it is due to its use. For the avoidance of doubt, no Party shall be liable for indirect, punitive, consequential, or special damages (including lost projects or loss of market share).

8.2 Disputes will be resolved by the Amsterdam Court.

## **9. Force Majeure**

9.1 No Party shall be liable for failure to perform due to events beyond its control, including but not limited to fire, explosion, natural disaster, power outages, war, terrorism, strikes, lockouts, and other labor disputes.

9.2 If a force majeure event occurs, the Party claiming Force Majeure will notify the other Party as soon as possible, detailing the nature and expected duration of the event.

9.3 During a force majeure event, the obligations of both parties under the contract will be suspended to the extent that they are affected by the event.