SCHEDULE OF RATES 2021 FOR AUSTRALIA

FOR YOUR CONVENIENCE THIS IS AN **INTERACTIVE PDF**. THIS ENABLES YOU TO **CLICK ON BELOW PORTS** TO BE DIRECTED TO THE PREFERRED TARIFF SHEET.

WEST COAST PORTS

ADELAIDE REGION - ADELAIDE / ARDROSSAN / PORT GILES ALBANY FREMANTLE & KWINANA GERALDTON PORT BONYTHON PORT PIRIE WALLAROO

EAST COAST PORTS

BRISBANE
CAIRNS
EDEN
GEELONG
LUCINDA
MELBOURNE
MOURILYAN
NEWCASTLE
PORT KEMBLA
PORT OF HASTINGS - WESTERNPORT
SYDNEY - PORT BOTANY
SYDNEY - PORT JACKSON (EXCL GORE COVE)



SUPPORTING DOCUMENTS

UKSTC BUNKER ADJUSTMENT FACTOR FLEET LEGEND

MEMBERSHIP HAS ITS BENEFITS



Reach out to us today to discuss your needs and explore the benefits that a direct towage agreement has to offer.

We're always willing to better understand our customers and reward your loyalty and support.

Please contact Svitzer Commercial at <u>commercial.aus@svitzer.com</u> to discuss your requirements.

SVITZER AUSTRALIA CONTACTS – PORT MANAGEMENT

Ports

All East Coast All West Coast

Ports

Adelaide – Adelaide Region Albany Ardrossan – Adelaide Region **Brisbane** Cairns Eden Fremantle Geelong Geraldton Kwinana Lucinda Melbourne Mourilyan Newcastle Port Bonython Port Giles – Adelaide Region Port Kembla Port of Hastings - Westernport Port Pirie Sydney (Gore Cove) Sydney (Port Botany) Sydney (Port Jackson) Wallaroo

Title **General Manager General Manager**

Title Port Manager Port Manager

Name

Deniz Kirdar True Jodie Ransom

Name

Trent Walkley Duncan Walker Trent Walkley Andy Perry **Rick Goffin** Adriana Dello Iacono Duncan Walker Peter Cream Duncan Walker Duncan Walker **Rick Goffin** Peter Cream **Rick Goffin** Geophrey Gavin Trent Walkley Trent Walkley Adriana Dello Iacono Peter Cream Trent Walkley Renee Connolly Renee Connolly Renee Connolly Trent Walkley

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Phone Number

+61 429 554 446 +61 427 925 525

Phone Number

SVITZER AUSTRALIA CONTACTS – COMMERCIAL & OPERATIONS

Commercial

Ports	Title	Name	Ema
Australia	Chief Commercial Officer	Ivan Spanjic	Ivan.
Australia	Head of Commercial	Dylan Sheehan	Dylaı
Australia	Regional Commercial Manager	Karina Gourley	Karin
Australia	Customer Experience Manager	Christian Doggett	Chris
Australia	Head of Business Development	Shafaq Rahman	Shafa
Australia	Commercial Analyst	Elijah Moore	Elijah
		-	

Operations

Title	Name	Emai
Operations Centre Manager	Tiffany Adams	Tiffar
Operations Centre Manager	Georgia Terlick	Geor
Operations Officer	Controllers Victoria	vic.co
Operations Officer	Controllers Queensland	sthql
Operations Officer	Controllers New South Wales	nsw.o
Operations Officer	Controllers South Australia	sa.co
Operations Officer	Controllers Western Australia	wa.co
Administration & Support Officer	Bronte Franklin	Bron



nail

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ail

any.Adams@svitzer.com orgia.Terlick@svitzer.com controllers@svitzer.com ald.controllers@svitzer.com v.controllers@svitzer.com controllers@svitzer.com controllers@svitzer.com nte.Franklin@svitzer.com

Phone Number

Phone Number

ADELAIDE REGION – ADELAIDE / ARDROSSAN / PORT GILES **TOWAGE TARIFF**

RATES PER TUG IN AUD excl GST

											IN HOURS
VESSEL GROS	S TONNAGE (GT) < 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50.000	50,001 60,000	60,001 70,000	70.001 80,000	80,001 90,000	>90,000	
ADELAIDE – BERTHING / SAILING / SHIFTING WITHIN INNER HARBOUR	4,689	5,498	6,491	7,510	8,065	8,235	8,302	8,343	8,395	8,474	2
ADELAIDE – SHIFTING BETWEEN INNER HARBOUR AND OUTER HARBOUR		75% OF THE TARIFF RATE FOR ALL VESSEL SIZES						1.5			
ARDROSSAN – BERTHING / SAILING / SHIFTING	27,384	27,384	27,384	27,384	27,384	27,384	27,384	27,384	27,384	27,384	2

MOBILISATION RATES PER TUG

	FOR ALL VESSEL SIZES
ARDROSSAN – IF TUG MOBILISED FROM PORT ADELAIDE	23,920
PORT GILES – IF TUG MOBILISED FROM ARDROSSAN OR PORT ADELAIDE	23,920

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
TUG ASSIST SERVICE CHARGE – AS STIPULATED BY FLINDERS PORTS' PORT RULES ON EACH OCCASION	50%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ¹	35% PASSIVE (at wharf) / 50% Active (ex-wh
DEAD SHIP MOVEMENT	50%
LATE ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
LATE ORDER / CANCELLATION / AMENDMENT - WITHIN ONE (1) HOUR OF JOB COMMENCEMENT	100%
	OF THE MOBILISATION RATE
CANCELLATION CHARGE ON MOBILISATION RATE - WITHIN TWELVE (12) HOURS OF JOB COMMENCEMENT	25%
CANCELLATION CHARGE ON MOBILISATION RATE - WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT	50%

¹An Active job is when the tug leaves the wharf and a Passive job is when the tug stays alongside the wharf. If the standby or push up service is booked for more than one vessel, the charges will be split equally between the vessels in the port during that period

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 672 281 **GENERAL ENQUIRIES** PHONE: 1800 672 281 EMAIL: WA.CONTROLLERS@SVITZER.COM WA CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA

PORT MANAGER DETAILS : TRENT WALKLEY PHONE: +61.427.912.287 EMAIL: TRENT.WALKLEY@SVITZER.COM

SVITZER AUSTRALIA - ADELAIDE OFFICE DOCK 2 OCEAN STEAMERS ROAD PORT ADELAIDE, SA, 5015 PHONE: +61 8 8409 3700 EMAIL: AUSA.OPERATIONS@SVITZER.COM

RATES PER 1 APRIL 2021

UKSTC



MAX. TIME DUDATION

	ADELAIDE REGION FLI	EET AS OF 1 A	PRIL 2021								
	ТВ	P TYPE	FIFI								
	ADELA	IDE									
	Svitzer Heron 65	Z	F1								
	SL Endeavour 🛁 70	Z	FA								
	Barunga 🛁 🛁 70	Z	FA								
	ARDROSSAN –	CHARTER IN									
(horf)	Sheringa 🛁 50	Z									
harf)	PORT GILES SERVICED BY TUGS FRO	PORT GILES SERVICED BY TUGS FROM ADELAIDE AND/OR ARDROSSAN									

O

TERMS AND CONDITIONS ADELAIDE REGION, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Adelaide, Port Giles, Ardrossan, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot. All rates in the schedule apply at any time on any day.

5. Additional Time is charged if the service takes longer than the maximum time duration.

6. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

10. For any other special services rates and terms are available on request.

11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

14. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

15. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 15 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

16. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

17. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (UKSTC) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

18. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

19. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

ALBANY

TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

	VESSEL GROSS TONNAGE (GT)	< 1,500	1,501 3,000	3,001 5,000	5,001 7,000	7,001 9,000	9,001 11,000	11,001 13,000	13,001 15,000	15,001 17,000	17,001 20,000	20,001 25,000	25,001 30,000	30.001 35,000	>35,001	
BERTHING / SAILING		2,122	2,809	3,390	4,017	4,576	5,547	6,323	7,157	7,874	8,034	8,160	8,764	9,096	9,427	2
SHIFTING AT / BETWEEN BERTHS – with ship's main engine		50% OF THE TARIFF RATE FOR ALL VESSEL SIZES 2								2						
SHIFTING AT / BETWEEN BERTHS – without ship's main engine		75% OF THE TARIFF RATE FOR ALL VESSEL SIZES 2							2							

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	HOURLY RATE
NON-EMERGENCY TUG HIRE RATES - EXCLUDING NORMAL HARBOUR SERVICES - MINIMUM CHARGE OF FOUR (4) HOURS	2,900
SUNDRY SERVICES INCLDUING FIREFIGHTING, USE OF PUMPS, ASSISTANCE IN OIL POLLUTION RESPONSE	POA
	FOR ALL VESSEL SIZES

ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	4,714

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 424 617 GENERAL ENQUIRIES PHONE: 1800 424 617 EMAIL: WA.CONTROLLERS@SVITZER.COM WA CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 1 APRIL 2021

UKSTC

PORT MANAGER DETAILS :

DUNCAN WALKER PHONE : +61.421.054.229 EMAIL: <u>DUNCAN.WALKER@SVITZER.COM</u>



MAX. TIME DURATION IN HOURS







TERMS AND CONDITIONS ALBANY, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Albany, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Booking – is to be arranged with SVITZER Australia's Albany agent by 1700 hours on the working day prior to the vessel movement . A minimum of twenty-four (24) hours prior Notice is required.

7. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

8. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

9. For any other special services rates and terms are available on request.

10. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

11. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

12. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

13. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer.

The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 13 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

14. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

15. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (UKSTC) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at: https://www.svitzer.com/standard-conditions

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the Act). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

16. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

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17. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

FREMANTLE & KWINANA

TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

VESSEL GROSS TONNAGE (GT) ¹	< 5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100.000	100,001 110,000	>110,001	
BERTHING / SHIFTING / SAILING	1,187	2,302	2,996	3,312	4,194	4,554	4,913	5,297	5,601	6,441	7,408	8,520	9,797	11,266	12,956	2

SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

	HOURET NATE
SUNDRY SERVICE CHARGES – MINIMUM CHARGE OF FOUR (4) HOURS ²	2,098
THIRD AND FOURTH TUG HIRE – MINIMUM CHARGE OF FOUR (4) HOURS	2,098
¹ If GT not supplied as per Lloyd's Registry, GT to be calculated as 60% of DWT	
² Rates for services not addressed in this schedule are available upon request.	

OF THE TARIFF RATE

HOURI Y RATE

ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ¹	50%
ORDER / CANCELLATION / AMENDMENT - (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
¹ Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.	

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 424 617 GENERAL ENQUIRIES PHONE: 1800 424 617 EMAIL: WA.CONTROLLERS@SVITZER.COM WA CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 1 APRIL 2021

UKSTC

PORT MANAGER DETAILS :

DUNCAN WALKER PHONE : +61.421.054.229 EMAIL: <u>DUNCAN.WALKER@SVITZER.COM</u>



MAX. TIME DURATION IN HOURS

FREMANTLE & KWINANA FLEET AS OF 1 APRIL 2021

		TBP	TYPE	FIFI
Svitzer Eagle	**	65	Z	F1
Svitzer Falcon		65	Z	F1
Svitzer Harrier		70	Z	F1
Svitzer Albatross		72	Z	F1
Svitzer Redhead		80	Z	F1

1 OF 2 PAGES NEXT PAGE

FREMANTLE & KWINANA LINES TARIFF

SMALL TUGS & ANCILLARY SERVICES IN AUD excl GST

SMALL TUG / C-CLASS TUG – BERTHING / SAILING / SHIFTING²

LINE HANDLING – COCKBURN SOUND & KWINANA

DRAFT SURVEY – WORK BOATS – SERVICES RENDERED IN CONJUNCTION WITH LINES HANDLING³

FAST CREW, PILOT & SURVEYOR LAUNCH

OTHER WORK - WORK BOATS

ADDITIONAL DECKHAND - MINIMUM FOUR (4) HOURS

¹For services requiring additional time in excess of the *Maximum Time Duration*, rates will be charged pro-rata per hour

²Rates available upon request for Special Services and/or Sundry Services. Please enquire with Port Manager as listed below for additional information

³Rates available upon request for Draft Surveys not provided in conjunction with Lines Handling

SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

ORDER / CANCELLATION / AMENDMENT - WITHIN THREE (3) HOURS OF JOB COMMENCEMENT

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 424 617 GENERAL ENQUIRIES PHONE: 1800 424 617 EMAIL: WA.CONTROLLERS@SVITZER.COM WA CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 01 APRIL 2021

UKSTC

PORT MANAGER DETAILS :

DUNCAN WALKER PHONE : +61.421.054.229 EMAIL: <u>DUNCAN.WALKER@SVITZER.COM</u>



FIXED RATE	MAX. TIME ¹ DURATION (IN HOURS)
2,315	3
1,108	3
1,108	3
1,510	3
1,873	3
89	1

FREMANTLE & KWINANA FLEET AS OF 1 APRIL 2021

	Stirling Skate	(aut)	TBP TYPE
FIXED RATE 100%	Biggada	and	10 C Class
	-		
	1 Alexandre		
	Q		

TERMS AND CONDITIONS FREMANTLE & KWINANA, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Fremantle & Kwinana, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits. Sundry services rates will apply for this movement.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible7

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (UKSTC) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall besubject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered

20 A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

GERALDTON TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

ASSIST FROM SEA TO BERTH OR BERTH TO SEA

ATTEND FROM SEA TO BERTH OR BERTH TO SEA – where a tug is called to attend but not assist (i.e. no tow line required or deemed necessary)

BETWEEN BERTH SHIFT - ASSIST - where the vessel is shifted from one berth to another within the harbour. all cruise ship movements would also be subject to this rate

BETWEEN BERTH SHIFT – ATTEND – where a vessel is called to attend a shift of a vessel between one berth to another within the harbour but no tow line is required or deemed necessary

SPECIAL SHIFT – rate per hour for services relating to tidal surge activity in the port. SUNDRY AND EMERGENCY SERVICES – rate per hour or part thereof for services not covered in the schedule. emergency response assistance such as firefighting, environmental response, dead

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	ALL VESSEL SIZES
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT ¹	1,310
¹ Determination of whether the order / cancellation / amendment fee will apply will be made by the harbour master after consultation with Svitzer Australia Pty Ltd.	

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 424 617 GENERAL ENQUIRIES PHONE: 1800 424 617 EMAIL: WA.CONTROLLERS@SVITZER.COM WA CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 1 APRIL 2021

UKSTC

PORT MANAGER DETAILS : DUNCAN WALKER PHONE : +61.421.054.229

EMAIL: DUNCAN.WALKER@SVITZER.COM



RATE PER GROSS TONNE (GT) OF THE VESSEL

0.178
0.176
0.096
0.094

	RATE PER HOUR
	656
I ship etc.	678

GERALDTON FLEET AS OF 1 APRIL 2021

	TBP	TYPE	FIFI
Svitzer Wilu	 71	Z	F1
Svitzer North	 71	Z	F1
Svitzer Abrolhos	 71	Z	F1

TERMS AND CONDITIONS GERALDTON, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Geraldton, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Booking – A minimum of twenty-four (24) hours prior Notice is required.

7. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

8. Determination of whether a surcharge applied will be made by the Harbour Master after consultation with Svitzer Australia Pty Ltd. 9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

10. For any other special services rates and terms are available on request.

11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

14. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 14 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

15. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

16. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at: https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

17.Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered

18.A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time.Other surcharges may be imposed by Svitzer with 30 days' notice.

PORT BONYTHON TOWAGE TARIFF

RATES PER THG IN ALLD AVELGST

								MAX. TIME DURATION IN HOURS
	VESSEL GROSS TONNAGE (GT) <20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	>70,001	
BERTHING / SAILING / SHIFTING	13,033	15,959	17,207	18,663	19,971	20,225	23,256	2.5

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	50%
PUSH-UP MOVEMENT	100%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN FIVE (5) HOURS OF JOB COMMENCEMENT	50%
ORDER / CANCELLATION / AMENDMENT – WITHIN FIVE (5) HOURS OF JOB COMMENCEMENT	100%

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 672 281 **GENERAL ENQUIRIES** PHONE: 1800 672 281 EMAIL: WA.CONTROLLERS@SVITZER.COM WA CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA

PORT MANAGER DETAILS : TRENT WALKLEY PHONE: +61.427.912.287 EMAIL: TRENT.WALKLEY@SVITZER.COM SVITZER AUSTRALIA – ADELAIDE OFFICE

DOCK 2 OCEAN STEAMERS ROAD PORT ADELAIDE, SA, 5015 PHONE: +61 8 8409 3700

RATES PER 1 APRIL 2021

UKSTC



PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

PORT PIRIE FLEET AS OF 1 APRIL 2021

 \Box

	TBP	TYPE	FIFI
Wonga	 48	ZU	FA
Walan	 48	ZU	

EMAIL: AUSA.OPERATIONS@SVITZER.COM

TERMS AND CONDITIONS PORT BONYTHON

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Bonython, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (UKSTC) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

PORT PIRIE TOWAGE TARIFF

RATES PER THG IN ALID excl GST

							MAX. TIME DURATION IN HOURS
VESSEL GROSS TONNAGE (GT)	<8,000	8,001 12,000	12,001 16,000	16,001 20,000	20,001 25,000	>25,000	
BERTHING / SAILING / SHIFTING	5,810	6,868	8,271	8,915	8,984	10,330	2

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

OF THE TARIFF RATE

ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ¹	50%
ORDER / CANCELLATION / AMENDMENT - (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
¹ Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.	-

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 672 281 **GENERAL ENQUIRIES** PHONE: 1800 672 281 EMAIL: WA.CONTROLLERS@SVITZER.COM WA CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA

PORT MANAGER DETAILS : TRENT WALKLEY PHONE: +61.427.912.287 EMAIL: TRENT.WALKLEY@SVITZER.COM SVITZER AUSTRALIA – ADELAIDE OFFICE

DOCK 2 OCEAN STEAMERS ROAD PORT ADELAIDE, SA, 5015 PHONE: +61 8 8409 3700

RATES PER 1 APRIL 2021

UKSTC





EMAIL: AUSA.OPERATIONS@SVITZER.COM

TERMS AND CONDITIONS PORT PIRIE, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Pirie, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (UKSTC) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

WALLAROO TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

							DURATION IN HOURS
VESSEL GROSS TONNAGE (GT)	<30,000	30,001 35,000	35,001 40,000	40,001 45,000	45,001 50,000	>50,001	
BERTHING / SAILING / SHIFTING	15,183	16,207	17,943	19,473	21,221	23,118	2

MOBILICATION DATES DED THE

MUBILISATION RATES	PERIUG			WALLAROO SERVICED E	BY TUGS FROM PO	ORT PIRIE AND	OR WHYALLA
			FOR ALL VESSEL SIZES	PORT PI	RIE FLEET AS OF	F 1 APRIL 2021	
WALLAROO – IF TUGS MOBILISED FROM POP	RT PIRIE OR WHYALLA		20,419		ТВР	TYPE	FIFI
				Wonga 🛁	50	ZU	FA
SURCHARGES (IN ADDITION 1				Walan 🛁	50	ZU	
	IO THE TARIFF RATE)			w	/HYALLA – CHART	ER IN	
			OF THE TARIFF RATE	CSL Charter Tug 🛁	📁 ТВС	TBC	
ADDITIONAL TIME – CHARGED IN 15 MINUTE	INCREMENTS		25%		100	100	
DEAD SHIP MOVEMENT			50%				
PUSH-UP MOVEMENT			100%				
ORDER / CANCELLATION / AMENDMENT - RE	CEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVEMENT		25%				
ORDER / CANCELLATION / AMENDMENT - WI	THIN TWELVE (12) HOURS OF JOB COMMENCEMENT		100%				
			OF THE MOBILISATION RATE				
CANCELLATION CHARGE ON MOBILISATION	RATE - RECEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVE	MENT	25%				
CANCELLATION CHARGE ON MOBILISATION	RATE - WITHIN TWELVE (12) HOURS OF JOBCOMMENCEMENT		100%				
	· ·						
TERMS & CONDITIONS THAT ARE APPLICABL	E FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK						
RETURN TO COVER TERMS AND CON	IDITIONS UKSTC					9	
OPERATIONS (24 HOURS) PHONE: 1800 672 281 GENERAL ENQUIRIES PHONE: 1800 672 281 EMAIL: WA.CONTROLLERS@SVITZER.COM	WA CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA	PORT MANAGER DETAILS : TRENT WALKLEY PHONE : +61.427.912.287 EMAIL: <u>TRENT.WALKLEY@SVITZER.COM</u>	SVITZER AUSTRALIA – ADELAIDE OF DOCK 2 OCEAN STEAMERS ROAD PORT ADELAIDE, SA, 5015 PHONE: +61 8 8409 3700 EMAIL: AUSA OPERATIONS@SV/ITZER				

MOBILISATION RATES	PERIUG			WALLAROO SERVICED B	Y TUGS FROM PO	ORT PIRIE AND	/OR WHYALLA
			FOR ALL VESSEL SIZES	PORT PIF	RIE FLEET AS O	F 1 APRIL 202	1
WALLAROO – IF TUGS MOBILISED FROM POR	T PIRIE OR WHYALLA		20,419		ТВР	TYPE	FIFI
				Wonga 🛁	50	ZU	FA
SURCHARGES (IN ADDITION T				Walan 🛁	50	ZU	
	OTHETARIFF RATE)			w	HYALLA – CHARI	TER IN	
			OF THE TARIFF RATE	CSL Charter Tug 🛛 📌	ТВС	TBC	
ADDITIONAL TIME – CHARGED IN 15 MINUTE I	INCREMENTS		25%	0			
DEAD SHIP MOVEMENT			50%				
PUSH-UP MOVEMENT			100%				
	CEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVEMENT		25%				
ORDER / CANCELLATION / AMENDMENT - WIT	HIN TWELVE (12) HOURS OF JOB COMMENCEMENT		100%				
			OF THE MOBILISATION RATE				
CANCELLATION CHARGE ON MOBILISATION F	RATE - RECEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVE	MENT	25%				
CANCELLATION CHARGE ON MOBILISATION F	RATE - WITHIN TWELVE (12) HOURS OF JOBCOMMENCEMENT		100%				
TERMS & CONDITIONS THAT ARE APPLICABLE	E FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK						
RETURN TO COVER TERMS AND CON	DITIONS UKSTC					9	
OPERATIONS (24 HOURS) PHONE: 1800 672 281 GENERAL ENQUIRIES PHONE: 1800 672 281 EMAIL: WA.CONTROLLERS@SVITZER.COM	WA CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA	PORT MANAGER DETAILS : TRENT WALKLEY PHONE : +61.427.912.287 EMAIL: <u>TRENT.WALKLEY@SVITZER.COM</u>	SVITZER AUSTRALIA – ADELAIDE OFF DOCK 2 OCEAN STEAMERS ROAD PORT ADELAIDE, SA, 5015 PHONE: +61 8 8409 3700 EMAIL: AUSA OPERATIONS@SV/ITZER				

EMAIL: AUSA.OPERATIONS@SVITZER.COM

RATES PER 1 APRIL 2021



MAX. TIME

TERMS AND CONDITIONS WALLAROO, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Wallaroo, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

BRISBANE TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50.000	50,001 60,000	60,001 70,000	70.001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,001	
BERTHING / SAILING / SHIFTING	3,757	4,962	6,065	6,631	7,141	7,370	7,611	7,961	8,060	8,146	9,368	10,772	2
BERTHING / SAILING – JOB UPSTREAM, WEST OF GATEWAY BRIDGE	6,625	7,830	8,932	9,499	10,009	10,238	10,480	10,829	10,928	11,015	12,237	13,641	3

OF THE TARIFF RATE

OF THE TARIFF RATE

ADDITIONAL RATES

	-
THIRD, FOURTH OR FIFTH RATE PER TUG	150%
NAVY VESSELS ¹ - FENDER FITTING OR REMOVAL & MAST LOWERING OR RAISING (PER TUG)	+ AUD 1,310 FOR ALL VESSEL SIZES
TOWAGE ASSISTANCE BEYOND M7 BUOY (West of Cowan Point) TO PORT LIMITS AND STS WORK ²	100%
LINES LAUNCH SERVICES ³	POA

¹If GT not supplied as per Lloyd's Registry, GT to be calculated as 60% of DWT.

²This rate is charged for any towage assistance which does not fall under the category of standard towage; and/or at the request of the Harbour Master; where the tug(s) meet at and/or sail beyond the M7 buoy to Port Limits; and is charged from the time the tug leaves the tug berth to the time the tug returns to the tug berth.

³Svitzer is the exclusive Commercial Representative for Southern Cross lines launch services in Brisbane. For more information, please contact Svitzer Commercial Team

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS 25% 35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf) STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) – PRO RATA AFTER TWO (2) HOURS⁴ ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)5 50% 50% DEAD SHIP MOVEMENT ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT⁶ 50% ORDER / CANCELLATION / AMENDMENT - (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB 100% COMMENCEMENT

⁴An Active job is when the tug leaves the wharf and a Passive job is when the tug stays alongside the wharf. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.

⁵Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits; the tug(s) sailing further East of Entrance Beacons 1 (W) & 2 (E); or any other category, and is charged at the tariff rate from the time the tug leaves the tug berth to the time the tug returns to the tug berth.

⁶Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 453 938 **GENERAL ENQUIRIES** PHONE: 1800 453 938 EMAIL: STHQLD.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA **PORT MANAGER DETAILS :** ANDY PERRY PHONE: +61.427.714.626 EMAIL: ANDY.PERRY@SVITZER.COM

RATES PER 1 APRIL 2021

UKSTC



MAX. TIME DURATION IN HOURS

BRISBANE FLEET AS OF 1 APRIL 2021

	TBP	TYPE	FIFI
Svitzer Colmslie	 69	Z	Capable
Svitzer Newstead	 69	Z	Capable
Beltana	 64	Z	
Clontarf	 63	Z	
SL Murrumbidgee	 69	Z	Capable







TERMS AND CONDITIONS BRISBANE, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Brisbane, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

CAIRNS TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

VESSEL GROSS TONNAGE (GT)	< 5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 40,000	> 40,000	
BERTHING / SAILING	3,656	5,250	6,436	7,941	9,561	9,702	9,853	10,003	2
SHIFTING AT THE SAME BERTH – % of berthing/sailing per tug	50% OF THE TARIFF RATE FOR ALL VESSEL SIZES				2				
SHIFTING BETWEEN DIFFERENT BERTHS – % of berthing/sailing per tug	100% OF THE TARIFF RATE FOR ALL VESSEL SIZES 2				2				

SURCHARGES (IN ADDITION TO THE TARIFF	ΡΔΤΕ			FAR NOR	TH QUEENSL	AND FLEE	T AS OF 1 AF	PRIL 2021
		(OF THE TARIFF RATE		TWO TUGS ST	TATIONED IN	CAIRNS	
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS			25%			TBP	TYPE	FIFI
DEAD SHIP MOVEMENT			100%	Giru		45	7	
CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS O	FJOBCOMMENCEMENT		50%				-	F A
CANCELLATION / AMENDMENT - WITHIN ONE (1) HOUR OF	JOBCOMMENCEMENT		100%	Woona		49	ZU	FA
ORDER – WITHIN TWENTY-FOUR (24) HOURS AND GREATE	R THAN TWO (2) HOURS OF JOB COMMENCEMENT		50%	Tusker		46	ZU	FA
ORDER – WITHIN TWO (2) HOURS OF JOB COMMENCEMEN	Т		100%	Gabo		41	ZU	FA
¹ If GT not supplied as per Lloyd's Registry, GT to be calculated	as 60% of DWT.					-		
TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE AB	OVE TARIFF CAN BE FOUND ON BELOW LINK							
RETURN TO COVER TERMS AND CONDITIONS	UKSTC EAST COAST CUSTOMER SERVICE CENTRE	PORT MANAGER DETAILS :						

PHONE: 1800 804 186 **GENERAL ENQUIRIES** PHONE: 1800 804 186 EMAIL: NTHQLD.CONTROLLERS@SVITZER.COM

ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 JULY 2020

RICK GOFFIN PHONE: +61.409.821.848 EMAIL: RICK.GOFFIN@SVITZER.COM



MAX. TIME DURATION IN HOURS

TERMS AND CONDITIONS CAIRNS, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Cairns, effective from 1 July 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.



RATES PER TUG IN AUD excl GST

BERTHING / SHIFTING / SAILING

ADDITIONAL RATES PER TUG

FROM THIRD TUG

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

OF THE TARIFF RATE

POA

	-
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
ACTIVE STANDBY, PUSH-UP1 – CHARGED PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)	50%
PASSIVE STANDBY – CHARGED PER HOUR	25%
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ²	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ³	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
¹ An Active job is when the tug leaves the wharf and a Passive job is when the tug stays alongside the wharf. Passive (at wharf) standby carried out by on-site However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that p	• • • •

²Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

³Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

<u>UKSTC</u>

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186 EMAIL: NSW.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

ADRIANA DELLO IACONO

ADRIANA DELLO IACONO PHONE : +61.413.034.677 EMAIL: <u>ADRIANA.DELLO.IACONO@SVITZER.COM</u>

PORT MANAGER DETAILS :

RATES PER 1 APRIL 2021



MAX. TIME DURATION IN HOURS

ALL VESSEL SIZES	
17,666	2



1 OF 2 PAGES NEXT PAGE

EDEN LINES TARIFF DATES FOR LAUNCH MOODING & UNMOODING IN AUD aval OST

RATES FOR LAUNCH, MOORING & UNMOORING IN AUD excl GST	TARIFF RATE	MAX. TIME DURATION IN HOURS
ALLIED NATURAL WOOD EXPORTS (ANWE) WOODCHIP BERTH		
LAUNCH & MOORING	5,622	4
LAUNCH & UNMOORING	5,622	4
MULTI-PURPOSE & NAVY WHARF (LOG/GENERAL CARGO BERTH) AND BREAK WATER WHARF		
LAUNCH & MOORING	3,340	4
LAUNCH & UNMOORING	3,340	4
EDEN CRUISE WHARF		
LAUNCH & MOORING	4,398	4
LAUNCH & UNMOORING	3,869	4
* Mooring and Unmooring services are inclusive of all launch, Master/s, Deckhand/s and lines crew		
PILOT / LAUNCH SERVICES (INCLUDING DRIVER & DECKHAND)	1,224	4
ADDITTIONAL LINES CREW MEMBER/DECKHAND/HARBOUR WORK	529	4
Additional time charged per hour pro rata for all services		
Mooring/Unmooring, Launch and lines crew requirements are subject to change based on harbour master's directions.		

OTHER SERVICES	TARIFF RATE	MAX. TIME DURA IN HOURS
FORKLIFT HIRE (INCLUDING DRIVER) – CHARGED PER HOUR	227	1
BARGE HIRE – FLAT TOP BARGE (EMU)	1,048	24
HIRE OF GANGWAY	227	24
WEEKLY BARGE HIRE RATES NEGOTIABLE	POA	
INDOOR/OUTDOOR STORAGE	POA	
OFFICE SPACE HIRE	POA	
PORT AGENCY SERVICES	POA	

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 804 186 **GENERAL ENQUIRIES** PHONE: 1800 804 186 EMAIL: NSW.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA **PORT MANAGER DETAILS :**

ADRIANA DELLO IACONO PHONE: +61.413.034.677 EMAIL: ADRIANA.DELLO.IACONO@SVITZER.COM

RATES PER 1 APRIL 2021

<u>UKSTC</u>





2 OF 2 PAGES PREVIOUS PAGE

TERMS AND CONDITIONS EDEN, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Eden, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (UKSTC) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.



DATES DED THE IN ALL AVALOST

RATES PER TUG IN AUD excl GST											MAX. TIME DURATION IN HOURS
	VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	> 80,000	
BERTHING / SHIFTING / SAILING		6,008	6,512	6,853	7,120	7,292	7,732	8,107	8,487	8,968	2

ADDITIONAL RATES PER TUG

FROM THIRD TUG	POA

SURCHARGES

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ¹	35% PASSIVE (at wharf) / 50% ACTIVE (ex-what
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ²	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ³	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
- 10 Active ish is when the two leaves the whenf and a Dessive ish is when it does not. Dessive (studient) standby semial out by an site restand	ensue has no shares annlisship. I lawayan if additional

¹An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional nonrostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.

²Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

UKSTC

³Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 133 022 **GENERAL ENQUIRIES** PHONE: 1800 133 022 EMAIL: VIC.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA PORT MANAGER DETAILS : PETER CREAM PHONE: +61.418.186.932

EMAIL : PETER.CREAM@SVITZER.COM

RATES PER 1 APRIL 2021





TERMS AND CONDITIONS GEELONG, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Geelong, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twelve (12) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first2 tugs (Standard Towage) up tothe maximum time duration. Separate charges foradditional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at: <u>https://www.svitzer.com/standardconditions</u>

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

LUCINDA TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

VESSEL GROSS TONNAGE (GT)	<10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	>50,001	
BERTHING / SAILING	19,928	23,185	28,647	33,366	33,701	35,388	2
SHIFTING AT THE SAME BERTH – % of berthing/sailing per tug		Į	50% OF THE TARIFF RATE	E FOR ALL VESSEL SIZE	S		2

MOBILISATION RATES PER TUG

	FOR ALL VESSEL SIZES
TUG MOBILISED FROM CAIRNS TO LUCINDA – IF TUG NOT AVAILABLE FROM MOURILYAN DUE TO SHIPPING ACTIVITIES	8,918

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	100%
CANCELLATION / AMENDMENT WITHIN EIGHTEEN (18) HOURS OF JOB COMMENCEMENT	50%
CANCELLATION / AMENDMENT WITHIN EIGHT (8) HOURS OF JOB COMMENCEMENT	100%
LATE ORDER – WITHIN TWENTY-FOUR (24) HOURS	50%

	FOR ALL VESSEL SIZES
STANDBY PER TUG PER 8 HOUR BLOCK APPLIES AFTER FIRST 24 HOURS (PER TUG)	3,599

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

<u>UKSTC</u>

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186 EMAIL: NTHQLD.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 JULY 2020

PORT MANAGER DETAILS :

RICK GOFFIN PHONE : +61.409.821.848 EMAIL: <u>RICK.GOFFIN@SVITZER.COM</u>



MAX. TIME DURATION IN HOURS

LUCINDA SERVICED BY TUGS FROM CAIRNS AND/OR MOURILYAN FAR NORTH QUEENSLAND FLEET AS OF 1 APRIL 2021

		TBP	TYPE	FIFI
Giru		45	Z	
Woona		49	ZU	FA
Tusker	~~~	46	ZU	FA
Gabo		41	ZU	FA

TERMS AND CONDITIONS LUCINDA, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Lucinda, effective from 1 July 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

MELBOURNE TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	> 110,000	
BERTHING / SHIFTING / SAILING	5,319	6,272	6,998	7,156	7,407	7,457	7,493	7,541	7,917	8,330	9,579	11,015	2

ADDITIONAL RATES PER TUG

	OF THE TARIFF RATE
THIRD & FOURTH TUG	150%

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ¹	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ²	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ³	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOBCOMMENCEMENT	100%

¹An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by 24 hour on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.

²Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

UKSTC

³Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 133 022 GENERAL ENQUIRIES PHONE: 1800 133 022 EMAIL: VIC.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA PORT MANAGER DETAILS : PETER CREAM

PETER CREAM PHONE : +61.418.186.932 EMAIL : <u>PETER.CREAM@SVITZER.COM</u>

RATES PER 1 APRIL 2021



MAX. TIME DURATION IN HOURS

0

MELBOURNE FLEET AS OF 1 APRIL 2021

		TBP	TYPE	FIFI
Svitzer Marysville		68	Z	FA
Svitzer Otway		70	ZT	F1
Svitzer Eureka	~~~	71	ZT	F1
SL Daintree		68	Z	FA

TERMS AND CONDITIONS MELBOURNE, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Melbourne, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (UKSTC) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

MOURILYAN TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

VESSEL GROSS TONNAGE (GT)	< 5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 50,000	>50,001	
BERTHING / SAILING	22,288	25,370	28,728	30,663	31,874	35,113	35,459	35,817	36,179	37,987	2
SHIFTING AT SAME BERTH – % of berthing/sailing per tug	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	2

MOBILISATION RATE PER TUG

	FOR ALL VESSEL SIZES
TUG MOBILISED FROM CAIRNS TO MOURILYAN – IF TUG NOT AVAILABLE IN MOURILYAN DUE TO SHIPPING ACTIVITIES	8,918

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	100%
LATE ORDER – WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT	100%

CANCELLATION / AMENDMENT - WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186 EMAIL: NTHQLD.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA PORT MANAGER DETAILS :

RICK GOFFIN PHONE : +61.409.821.848 EMAIL: <u>RICK.GOFFIN@SVITZER.COM</u>

FOR ALL VESSEL SIZES

5,150

RATES PER 1 JULY 2020

UKSTC



MAX. TIME DURATION IN HOURS

TWO TUGS STATIONED IN MOURILYAN FAR NORTH QUEENSLAND FLEET AS OF 1 APRIL 2021

	TBP	TYPE	FIFI
Giru	 45	Z	
Woona	 49	ZU	FA
Tusker	 46	ZU	FA
Gabo	 41	ZU	FA

TERMS AND CONDITIONS MOURILYAN, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Mourilyan, effective from 1 July 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of four (4) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

NEWCASTLE TOWAGE TARIFF

PORT CALL RATE IN AUD excl GST

VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 45,000			
PORT CALL – LOA UP TO 130.00 METRES	5,079	n/a	n/a	n/a	n/a	n/a	n/a	n/a			2
PORT CALL – LOA FROM 130.01 TO 200,00METRES	10,129	11,797	14,761	15,404	16,669	17,886	19,064	20,342			2
VESSEL GROSS TONNAGE (GT)	<30,000	30,001 35,000	35,001 40,000	40,001 45,000	45,001 50,000	50,001 55,000	55,001 60,000	60,001 70,000	70,001 80,000		
PORT CALL – LOA FROM 200.01 TO 240,00METRES	27,868	29,814	31,455	34,400	36,223	38,161	40,307	44,215	46,357		2
VESSEL GROSS TONNAGE (GT)	<50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,000			
PORT CALL – LOA OVER 240,01 METRES	42,933	44,931	49,359	50,858	53,544	56,509	58,983	61,398			2
SHIFTING % OF ABOVE RATES ACCORDING TO SIZE	50%	50%	50%	50%	50%	50%	50%	50%			2
SURCHARGES (IN ADDITION TO THE TARIFF RATE)		0	F THE PORT CAL	L RATE			NEWCA	STLE FLEET A	S OF 1 APRIL 2	021	
PASSIVE ESCORT			20%					TBP	TYPE	FIFI	OTHER
TANKER VESSELS REQUIRING AN ACTIVE ESCORT TUG			25%			Svitzer Mya		69	Z	F1	E
DEAD SHIP MOVEMENT			0%				2 2000				
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ¹			25%			Svitzer Mai	tland	70	Z	F1	E
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT			50%			PB Plenty		68	Z	F	
		PRO RA	TA OF THE POR	T CALL RATE ³		PB Murray		69	ZT	F	
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS (PER TUG)			25%			PB Darling		68	ZT	F	
		·	HOURLY RA	ATE		Svitzer Lar	akia	55	ZT	F1	
STANDBY PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS ²			4,338			Svitzer Gin	ga 🛁	57	ZT	F1	
PUSH-UP PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS			8,676			Svitzer Gle	nrock 🛁	* 86	Z		, E
¹ Surcharge does not apply to weather related cancellations or amendments or if job is amended; including revision of number of tugs or change	to timing of job					Svitzer Nev	vton 🛁	70	ZT		

²Late booking surcharge not applicable

³Additional time calculation based on dividing number of tugs required for the Port Call by the Port Call Rate.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186 EMAIL: NSW.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA PORT MANAGER DETAILS :

GEOPHREY GAVIN PHONE : +61.412.240.212 EMAIL: <u>GEOPHREY.GAVIN@SVITZER.COM</u>

RATES PER 1 APRIL 2021

UKSTC



MAX. TIME DURATION IN HOURS

NEWCASTLE LINES TARIFF

						MAX. TIME DURATION IN HOURS
DOCKYARD BERTHS: 1&2 DYKE 2&3 KOORAGANG, LEE WHARF, THROSBY WHARF, MAYFIELD BERTHS, EASTERN BASIN AND WESTERN BASIN BERTHS - VESSEL LOA	< 100	100.01 150.00	150.01 200.00	200.01 250.00	>250.01	
MOORING – AUD excl. GST	2,347	2,737	3,709	4,293	6,408	2
UNMOORING – AUD excl. GST	1,580	1,946	2,347	2,908	4,293	2
4 & 5 DYKE AND 4,5,6,7,8,9 & 10 KOORAGANG – VESSEL LOA			<200	200.01 250.00	>250.01	
MOORING – AUD excl. GST			4,061	4,644	5,641	2
UNMOORING – AUD excl. GST			2,505	2,908	3,709	2
6 BHP BERTH – VESSEL LOA	<150.00					
MOORING – AUD excl. GST	1,934					2
UNMOORING – AUD excl. GST	1,303					2
CHANNEL BERTH - VESSEL LOA			<200.00	200.01 250.00	>250.01	
MOORING – AUD escl. GST			4,061	5,641	6,687	2
UNMOORING – AUD excl. GST			2,505	3,709	4,293	2
WORKBOAT HIRE INSIDE HABOUR – AUD excl. GST	291					1

REMOVALS BERTH TO BERTH - Mooring rate at new berth only **HAULING VESSELS UP TO 50 METRES** - Unmooring rate only **HAULING VESSELS OVER 50 METRES** - Mooring rate only

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS OF THE TARIFF RATE

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186 EMAIL: NSW.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA PORT MANAGER DETAILS :

GEOPHREY GAVIN PHONE : +61.412.240.212 EMAIL: <u>GEOPHREY.GAVIN@SVITZER.COM</u>

RATES PER 1 APRIL 2021

UKSTC



TERMS AND CONDITIONS NEWCASTLE, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Newcastle, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause. 9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

10. For any other special services rates and terms are available on request.

11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

14. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

15. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 15 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

16. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

17. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at: https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

18. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

19. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.
PORT KEMBLA TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	> 110,000	
BERTHING / SAILING / SHIFTING	2,340	2,942	3,717	4,428	5,285	5,964	6,799	7,059	8,281	9,155	10,067	11,805	13,575	15,611	17,952	2

ADDITIONAL RATES PER TUG

	OF THE TARIFF RATE
THIRD TUG	150%
FOURTH TUG	POA

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ¹	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wh
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ²	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ³	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
VOLUME BASED SURCHARGE (VBS) – APPLICABLE TO ALL TOWAGE SERVICES	

¹An Active job is when the tug leaves the wharf and a Passive job is when the tug stays alongside the wharf. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period

²Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category

UKSTC

³Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job – unless amending from three (3) tugs to two (2) tugs, in which case the surcharge will apply

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186 EMAIL: NSW.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA PORT MANAGER DETAILS :

ADRIANA DELLO IACONO PHONE : +61.413.034.677 EMAIL: <u>ADRIANA.DELLO.IACONO@SVITZER.COM</u>

RATES PER 1 APRIL 2021



MAX. TIME DURATION IN HOURS



1 OF 2 PAGES NEXT PAGE

PORT KEMBLA LINES TARIFF

RATES FOR MOORING & UNMOORING IN AUD excl GST

VESSEL LENGTH OVERALL (LOA) 50.00 100.00	100.01 150.00	150.01 200.00	200.01 250.00	> 250.01	
MOORING (INCLUDING LAUNCH AND LINES CREW)	1,810	2,357	2,953	3,896	4,923	2
UNMOORING (INCLUDING LAUNCH AND LINES CREW)	1,227	1,580	1,969	2,602	3,290	2
MOORING – BERTH 201 (INCLUDING LAUNCH AND LINES CREW)	4,923	4,923	4,923	4,923	4,923	2
UNMOORING – BERTH 201 (INCLUDING LAUNCH AND LINES CREW)	3,290	3,290	3,290	3,290	3,290	2
LAUNCH HIRE ONLY (NO. 1 BULK & NO. 2 BULK BERTHS)	850	850	850	850	850	2

SHIFTING BERTH TO BERTH - Mooring rate at new berth only
 HAULING VESSELS UP TO 50 METRES - Unmooring rate only
 HAULING VESSELS OVER 50 METRES - Mooring rate only
 OIL BERTH STANDBY LAUNCH – Standby Launch at 201 is charged at \$260 per hour for the first 12 hours and then \$221 per hour after that

OTHER SERVICES

HOURLY RATE

WORKBOAT HIRE - INSIDE HARBOUR	260
WORKBOAT HIRE - OUTSIDE HABOUR	401

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
ORDER / CANCELLATION / AMENDMENT WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
ORDER / CANCELLATION / AMENDMENT WITHIN ONE (1) HOUR OF JOB COMMENCEMENT	100%

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186 EMAIL: NSW.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA PORT MANAGER DETAILS :

ADRIANA DELLO IACONO PHONE : +61.413.034.677 EMAIL: <u>ADRIANA.DELLO.IACONO@SVITZER.COM</u>

RATES PER 1 APRIL 2021

UKSTC



MAX. TIME DURATION IN HOURS

TERMS AND CONDITIONS PORT KEMBLA, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Kembla, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. Volume-Based Surcharge (VBS) is applied in addition to the tariff rate. The VBS is reviewed on a bi-annual (twice yearly) basis and may be adjusted (increase/decrease) dependent upon preceding 12-month towage volume in the Port.

12. For any other special services rates and terms are available on request.

13. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

14. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

15. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

16. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

17. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 17 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

18. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

19. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

20. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

21. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

PORT OF HASTINGS - WESTERNPORT TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

VESSEL GROSS TONNAGE (GT)	< 5,000	5,001 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 75,000	> 75,001	
BERTHING / SAILING	16,058	17,436	18,829	20,581	23,335	24,541	26,522	29,427	4
SHIFTING	100% OF THE TARIFF RATE FOR ALL VESSEL SIZES								

ADDITIONAL RATE PER TUG

	FOR ALL VESSEL SIZES
THIRD TUG / FOURTH TUG	POA

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 60 MINUTE INCREMENTS	100%
STANDBY, PUSH-UP – MINIMUM CHARGE OF TWO (2) HOURS ¹	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf
DEAD SHIP MOVEMENT – FIRST TWO (2) HOURS ²	150%
UNSCHEDULED CALL OUT FEE – ONE (1) HOUR NOTICE FIRE FIGHTING	100%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOUR OF JOB COMMENCEMENT	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN ONE (1) HOURS OF JOB COMMENCEMENT	100%
¹ An Active job is when the tug leaves the wharf and a Passive job is when the tug stays alongside the wharf. Passive (at wharf) standby carried However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the portional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the portional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the portional non-rostered crews are required for passive standby.	
² Rate of 100% will apply for the first two (2) hours, then 150% per hour from two (2) hours	

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 133 022 GENERAL ENQUIRIES PHONE: 1800 133 022 EMAIL: VIC.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2021

UKSTC

PORT MANAGER DETAILS : PETER CREAM PHONE : +61.418.186.932 EMAIL : PETER.CREAM@SVITZER.COM



MAX. TIME DURATION IN HOURS



TERMS AND CONDITIONS PORT OF HASTINGS - WESTERNPORT

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port of Hastings - Westernport, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of four (4) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (UKSTC) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

SYDNEY - GORE COVE TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

BERTHING / SHIFTING / SAILING

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

OF THE TARIFF RATE

ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ¹	35% PASSIVE (at wharf) / 50% ACTIVE (ex-whar
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ²	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ³	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

¹An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period

²Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

³Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186 EMAIL: NSW.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2021

UKSTC

PORT MANAGER DETAILS :

RENEE CONNOLLY PHONE : +61.421.083.113 EMAIL : <u>RENEE.CONNOLLY@SVITZER.COM</u>



MAX. TIME DURATION IN HOURS

ALL VESSEL SIZES	
16,996	3.5

	SYDNEY F	LEET AS OF 1	APRIL 2021	
		TBP	TYPE	FIFI
arf)	PORT	ACKSON / GORI	ECOVE	
	Svitzer Bondi 🛛 🚅	50	Z	
	Bullara 🛁	65	Z	
	Willara 🛁	47	Z	
nal non-		PORT BOTANY		
	Svitzer Meringa 🛛 📌	70	Z	F1
	Svitzer Warrawee	61	Z	FA
	Svitzer Warang 🛁	57	Z	FA
	Svitzer Waratah 🛛 🛁	59	Z	FA

TERMS AND CONDITIONS SYDNEY – GORE COVE

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Sydney – Gore Cove, effective from 1 April 2021 Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

2. All rates are in Australian dollars (AUD) excluding GST.

3. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

4. All rates in the schedule apply at any time on any day.

5. Additional Time is charged if the service takes longer than the maximum time duration.

6. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause. 9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

10. For any other special services rates and terms are available on request.

11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

14. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

15. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 15 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

16. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

17. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at: <u>https://www.svitzer.com/standard-conditions</u>

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

18. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

19. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

SYDNEY - PORT BOTANY TOWAGE TARIFF

RATES PER THE IN ALL AVELEST

														MAX. TIME DURATION IN HOURS
	VESSEL GROSS TONNAGE (GT	<10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,000	
BERTHING / SAILING / SHIFTING		4,383	5,411	5,513	5,900	6,101	6,274	6,513	6,820	7,060	7,372	7,703	8,846	2
KURNELL 3 BERTHING / SAILING / SHIFTING		7,447	8,475	8,577	8,964	9,165	9,338	9,578	9,884	10,124	10,437	10,767	11,910	3
PORT BOTANY ACCESS LEVY (in effect as of 01 July 2020)		AUD 78	PER TUG											

ADDITIONAL RATES PER TUG

	FOR ALL VESSEL SIZES
THIRD TUG	12,569
FOURTH TUG	15,967

	FOR ALL VESSEL SIZES	SYDNEY F	LEET AS OF	1 APRIL 2021	
THIRD TUG	12,569		TBP	TYPE	FIFI
FOURTH TUG	15,967				
			PORT BOTAN	T	
SURCHARGES (IN ADDITION TO THE TARIFF RATE)		SvitzerMeringa 🛛 📌	70	Z	F1
SUNCHARGES (IN ADDITION TO THE TARIFF RATE)		Svitzer Warrawee	• 61	Z	FA
	OF THE TARIFF RATE			7	
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%	Svitzer Warang 🛁	57	Z	FA
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ¹	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)	Svitzer Waratah 🛛 📌	59	Z	FA
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ²	50%	PORT J	ACKSON / GOP	RE COVE	
DEAD SHIP MOVEMENT	50%	Svitzer Bondi 🛛 🛒	50	Z	
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ³	50%	Bullara	65	7	
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%		47	-	
¹ An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by on-site rostered	ed crews has no charge applicable. However, if additional non-	Willara 🛁	47	Z	
rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period					
² Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category and the category of standard towage within port limits or any other category within port limits	egory.				
³ Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job					

UKSTC

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 804 186 **GENERAL ENQUIRIES** PHONE: 1800 804 186 EMAIL: NSW.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2021

PORT MANAGER DETAILS :

RENEE CONNOLLY PHONE: +61.421.083.113 EMAIL : RENEE.CONNOLLY@SVITZER.COM



TERMS AND CONDITIONS PORT BOTANY, AUSTRALIA

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Botany, effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

SYDNEY - PORT JACKSON (EXCL GORE COVE) TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

											IN HOURS
VESSEL GROSS TONNAGE (GT)	<30.000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,000	
BERTHING / SAILING / SHIFTING	6,886	7,547	8,397	9,284	9,930	10,039	10,224	10,423	11,986	13,783	2

ADDITIONAL RATES PER TUG

	FOR ALL VESSEL SIZES
THIRD TUG	16,186

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ¹	35% PASSIVE (at wharf) / 50% ACTIVE (ex-whar
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ²	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ³	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

¹An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period

²Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

UKSTC

³Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186 EMAIL: NSW.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE ADDRESS : SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2021

PORT MANAGER DETAILS :

RENEE CONNOLLY PHONE : +61.421.083.113 EMAIL : <u>RENEE.CONNOLLY@SVITZER.COM</u>



MAX. TIME DURATION

	SYDNEY FLEET AS	OF 1 APF	RIL 2021										
	ТВ	P	TYPE	FIFI									
	PORT JACKSON /	PORT JACKSON / GORE COVE											
	Svitzer Bondi 🛒 50		Z										
	Bullara 🧩 65		Z										
	Willara 🛁 47		Z										
	PORT BOT	ANY											
arf)	Svitzer Meringa 🛁 70		Z	F1									
	Svitzer Warrawee 🛛 🛁 👘 61		Z	FA									
	Svitzer Warang 🛒 57		Z	FA									
	Svitzer Waratah 🛁 59		Z	FA									
nal non-													

TERMS AND CONDITIONS SYDNEY - PORT JACKSON (EXCL GORE COVE)

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at the port of Sydney – Port Jackson (excl Gore Cove), effective from 1 April 2021.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

https://www.svitzer.com/standard-conditions

SVITZER

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

APPENDIX A

BUNKER ADJUSTMENT FACTOR¹

¹Bunker Adjustment Factor replaces the Fuel Surcharge

ALL PORTS IN AUD excl GST

AVERAGE BUNKER PRICE SINGAPORE IN AUD	AUD 50	AUD 60	AUD 70	AUD 80	AUD 90	AUD 100	AUD 110	AUD 120	AUD 130	AUD 140	AUD 150	AUD 160	AUD 170	AUD 180	AUD 190	AUD 200
BUNKER ADJUSTMENT FACTOR (BAF)	AUD 16	AUD 39	AUD 61	AUD 83	AUD 105	AUD 127	AUD 149	AUD 171	AUD 193	AUD 215	AUD 237	AUD 260	AUD 282	AUD 304	AUD 326	AUD 348

A Bunker Adjustment Factor (BAF) applies to applicable to all towage services. The BAF is based on the monthly average per barrel price of Gasoil 0.5% Strp USD/bbl, Platts index AAPJY00) published by S&P Platts, and the monthly average rate of exchange between USD and AUD as published by the Reserve Bank of Australia. The BAF to apply will be decided by the average bunker price and rate of exchange during the month which is two months previous. For example, to generate the applicable BAF for the month of April the average Gasoil price and USD>AUD rate for February will be used on the matrix. Notwithstanding this, the BAF may be additionally adjusted for, with or without notice, in response to extraordinary fluctuations in the oil prices and/or rates of exchange.

Further information available on request.

FLEET LEGEND²

²As reference for vessel specifications found in the fleet maps per port

Z	ASD (Combi Lever)
ZU	ASD (Uni lever)
ZT	ATZ (Tractor)
TS	Twin Screw
F1	FiFi Type 1
F2	FiFi Type 2
FA	Australian FiFi





U.K. STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES (REVISED 1986)

1.

(a) The agreement between the Tugowner and the Hirer is and shall at all times be subject to and include each and all of the conditions herein-after set out.

(b) for the purposes of these conditions.

(i) "towing" is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise.

(ii) "vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Tugowner agrees to tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.

(iii) "tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any towage or other service.

(iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.

(v) Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended.

(vi) The word "tug" shall include "tugs", the word "tender" shall include "tenders", the word "vessel" shall include "vessels", the work "Tugowner" shall include "Tugowners", and the word "Hirer" shall include "Hirers".

(vii) The expression "tugowner" shall include any person or body (other than the Hirer or the owner if the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Tugowner" contained in Clause 5 hereof shall be

2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as "the Hirer's vessel", the Hirer expressly represents that he is authorised to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner are bound jointly and severally by these conditions.

3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Tugowner shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.

4. Whilst towing, or whilst at the request, either expressed

or implied, of the Hirer rendering any service of whatsoever nature other than towing:-

(a) The Tugowner shall not (except as provided in Clauses 4 (c) and (e) hereof) be responsible for or be liable for

 (i) damage of any description done by or to the tug or tender; or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to or by any other object or property; or

(ii) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property; or

(iii) any claim by a person not a party to this agreement for loss or damage of any description whatsoever; arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Tugowner his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and

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(b) The Hirer shall (except as provided in Clauses 4(c) and
(e)) be responsible for, pay for and indemnify the
Tugowner against and in respect of any loss or damage
and any claims of whatsoever nature or howsoever
arising or caused, whether covered by the provisions of
Clause 4(a) hereof or not, suffered by or made against
the Tugowner and which shall include, without prejudice
to the generality of the foregoing, any loss of or damage
to the tug or tender or any property of the Tugowner
even if the same arises from or is caused by the
negligence of the Tugowner his servants or agents.

(c) The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:-

(i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.

(ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether expressed or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by, or arise out of the presence on board of such persons or property or which arise at anytime when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.

(d) Not withstanding anything hereinbefore contained, the Tugowner shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirers' vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether before during or after the making of this agreement.

(e) Notwithstanding anything contained in Clauses 4(a) and (b) hereof the liability of the Tugowner or death or personal injury resulting from negligence is not excluded or restricted thereby.

5. The Tugowner shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Tugowner shall at any

time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tugowner (hereinafter referred to as "the other Tugowner") to hire the other Tugowner's tug or tender and in any such event it is hereby agreed that the Tugowner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tugowner may in addition, if authorised whether expressly or impliedly by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner as agent for the Hirer contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.

6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Tugowner may have against the Hirer including, but not limited to, any rights which the Tugowner or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tugowner may have to limit his liability.

7. The Tugowner will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description, howsoever caused or arising, including by the negligence of the Tugowner or his servants or agents.

8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Tugowner or other Tugowner, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents.

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(a) The agreement between the Tugowner and the Hirer is and shall be governed by English Law and the Tugowner and the Hirer hereby accept, subject to the proviso contained in sub-clause (b) hereof, the exclusive jurisdiction of the English Courts (save where the registered office of the Tugowner is situated in Scotland when the agreement is and shall be governed by Scottish Law and the Tugowner and the Hirer hereby shall accept the exclusive jurisdiction of the Scottish Courts).

(b) No suit shall be brought in any jurisdiction other than that provided in sub-clause (a) hereof save that either the Tugowner or the Hirer shall have the option to bring proceedings in rem to obtain the arrest of or other similar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found.