



BOLUDA
TOWAGE

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PULLED
TOGETHER**

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TOWAGE RATES FOR THE PORT OF HAMBURG

VALID FROM 1ST JANUARY 2024

BOLUDA DEUTSCHLAND GMBH



BOLUDA TOWAGE

Boluda Towage is a leader in maritime services, focused on offering tailored towage services to its valued customers. We can be found in 100 ports across the globe, operating a fleet of over 400 vessels in 18 countries in Europe, Africa, Asia, and Latin America.

Boluda Towage is committed beyond professional cooperation and determined to create synergy with its customers, whilst aiming at providing operational efficiency and flexibility. To this effect, Boluda Towage takes pride in its longstanding relationships with shipping lines and relevant industry stakeholders, for instance, Port Authorities, Pilots, Agents, and Terminals.

We see it as our task to service our customers in the best possible way, truly understanding their needs, thinking with them all the way and exceeding expectations whenever we can. This translates into what we call: Tailored Towage Services, flexible services in the ports that go beyond the towing itself. Always put quality and safety first, the result counts in the end.

We are passionate about assisting ships safely. Our commitment towards our customers is to deliver the highest safety standards possible whilst adhering to the industry's best practices, as well as continuously improving our operational quality. This is accomplished through our experienced, skilled and loyal workforce.

Boluda Towage has dedicated tug dispatch and planning centres present in high-volume ports and dedicated local operational teams, who all together aim at safeguarding our operational efficiency levels. Our objective is to provide a safe workplace and to prevent incidents by identifying, eliminating and mitigating risks and hazards for all our employees (for example, our safety campaign to reduce crew exposure using sand gravel bags for messenger lines) and customers. In addition, our crews ensure that our tugboats are always in a prim state, both mechanically and looking their best. Furthermore, Boluda Towage is operating various hybrid and TIER III tugs and tugs on low sulphur fuel, including rotortugs, affirming our commitment towards sustainability.

Mission

To respond and attend to societal needs regarding marine transport and port logistics in an effective, responsible, and professional way, always showing due respect for people, the environment, and the legal framework. We offer the maximum quality of service with the efficiency, safety, and responsibility expected of a leader in global maritime services.

Vision

To be a benchmark company, chosen by our customers for the excellence of our service and to be recognized for the human quality and professionalism of our employees as well as for our contribution to the community.

Values

- Transparency and professional honesty
- Teamwork and operational efficiency
- Flexibility and innovation
- Excellence of customer care and service

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TARIFF A

TOWAGE TARIFF FOR SEA-GOING VESSELS WITH OPERATIONAL MAIN ENGINE IN HAMBURG RATES PER TUG AND MOVE— PRICES IN EURO

Assistance and shifting of vessels of:	Sector 1	Sector 3	Assistance and shifting of vessels of:	Sector 2
	Hamburg, Altona and Harburg	Stadersand / Bützfleth		Wedel / Schulau
Up to 10.000 tons gross	€ 2,204	€ 2,999	up to 10,000 tons gross	€ 2,903
10.001 to 12.500 tons gross	€ 2,419	€ 3,333	10,001 to 15,000 tons gross	€ 3,225
12.501 to 15.000 tons gross	€ 2,602	€ 3,655	15,001 to 20,000 tons gross	€ 3,601
15.001 to 17.500 tons gross	€ 2,795	€ 3,870	20,001 to 25,000 tons gross	€ 3,924
17.501 to 20.000 tons gross	€ 2,989	€ 4,193	25,001 to 30,000 tons gross	€ 4,515
20.001 to 22.500 tons gross	€ 3,150	€ 4,408	30,001 to 40,000 tons gross	€ 4,891
22.501 to 25.000 tons gross	€ 3,333	€ 4,623	40,001 to 50,000 tons gross	€ 5,375
25.001 to 27.500 tons gross	€ 3,548	€ 4,784	50,001 to 60,000 tons gross	€ 5,913
27.501 to 30.000 tons gross	€ 3,655	€ 4,999	60,001 to 70,000 tons gross	€ 6,235
30.001 to 35.000 tons gross	€ 3,924	€ 5,160	70,001 to 80,000 tons gross	€ 6,558
35.001 to 40.000 tons gross	€ 4,257	€ 5,375	80,001 to 90,000 tons gross	€ 6,880
40.001 to 45.000 tons gross	€ 4,623	€ 5,698	90,001 to 100,000 tons gross	€ 7,149
45.001 to 50.000 tons gross	€ 4,902	€ 5,966	For each additional 10,000 GRT or part thereof:	€ 349 per tug
50.001 to 55.000 tons gross	€ 5,031	€ 6,181		
55.001 to 65.000 tons gross	€ 5,225	€ 6,450		
65.001 to 75.000 tons gross	€ 5,526	€ 6,773		
75.001 to 85.000 tons gross	€ 5,848	€ 7,149		
85.001 to 95.000 tons gross	€ 6,128	€ 7,418		
95.001 to 105.000 tons gross	€ 6,461	€ 7,794		
105.001 to 115.000 tons gross	€ 6,719	€ 8,063		
115.001 to 125.000 tons gross	€ 6,988	€ 8,412		
125.001 to 135.000 tons gross	€ 7,256	€ 8,761		
For each additional 10.000 GRT or part thereof:	€ 323 per tug	€ 349 per tug		

*) The tariff is based on the vessel's actual count of measurement unit, e.g. the largest Gross Tonnage (GT) figure as shown in the vessel's International Tonnage Certificate (according to the 1969 London Convention).

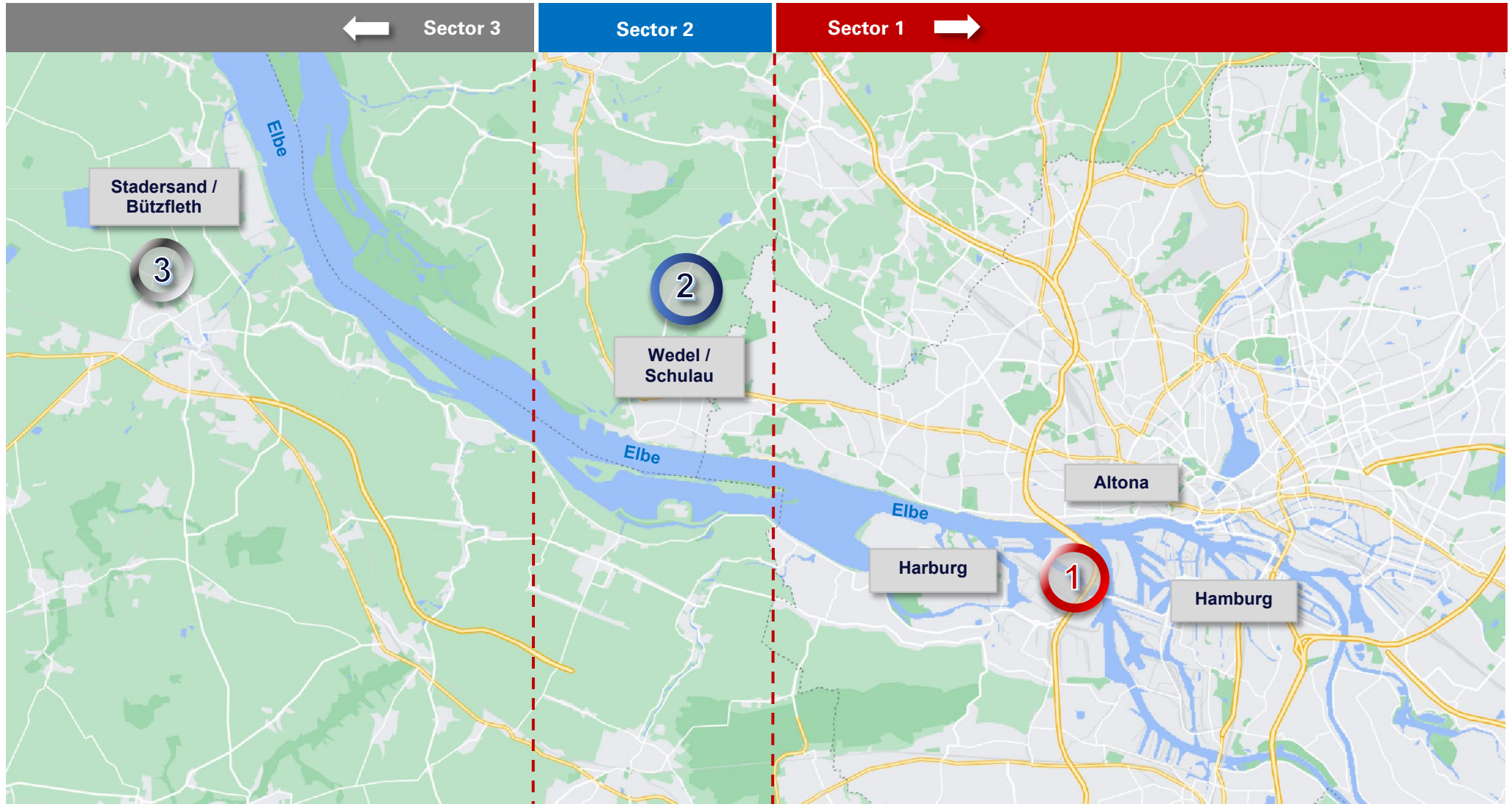
If the vessel is not measured in accordance with the provisions of the International Convention on Tonnage Measurement of Ships, 1969, the Gross Registered Tonnage as full scantling vessel of GT of a comparable vessel will be the basis of the tariff.

Definitions

- Move means berthing, unberthing, shifting.
- Berthing or unberthing is the towage assistance from the river immediately off the berth (off the lock to be passed) to the berth e.v.v..
- Shifting is shifting within the same sector. Shifting between separate sectors are seen as separate call.



Sector tariffs – Port of Hamburg





TARIFF B – additional services

Hourly Working rate & Stand by rate	<p>Services not listed on this tariff will be charged for on an hourly basis (except assistance in case of an emergency). Time counts from leaving until returning at the tugboat's station. The first hour will be charged in full followed by a half hourly charge.</p> <table border="1" style="width: 100%; text-align: center;"> <thead> <tr style="background-color: #c00000; color: white;"> <th style="width: 25%;">Bollard pull tug</th> <th style="width: 50%;">Keep going, holding, extra pushing to berth in connection with an assistance, if longer than 4 hours special arrangements have to be made</th> <th style="width: 25%;">Holding / Pushing / Preventing from Breaking loose from mooring during strong winds (>6 bft)</th> </tr> </thead> <tbody> <tr> <td>< 40t bp</td> <td>€ 774</td> <td>€ 1,045</td> </tr> <tr> <td>> 40t bp</td> <td>€ 839</td> <td>€ 1,129</td> </tr> <tr> <td>> 50t bp</td> <td>€ 1,145</td> <td>€ 1,543</td> </tr> <tr> <td>> 60t bp</td> <td>€ 1,236</td> <td>€ 1,666</td> </tr> </tbody> </table>	Bollard pull tug	Keep going, holding, extra pushing to berth in connection with an assistance, if longer than 4 hours special arrangements have to be made	Holding / Pushing / Preventing from Breaking loose from mooring during strong winds (>6 bft)	< 40t bp	€ 774	€ 1,045	> 40t bp	€ 839	€ 1,129	> 50t bp	€ 1,145	€ 1,543	> 60t bp	€ 1,236	€ 1,666
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Mobilization in Vain / Cancellation	If departure or shifting is cancelled without notice given of at least 2 hours before the services are due to commence and/or tug(s) is(are) dismissed without being used, 50% of Tariff A, will be charged. For Stade 100% of Tariff A will be charged due to the mobilization distance, unless the order has been withdrawn 4 hours prior to the assigned assistance.															
Waiting time	For waiting time, the rate per hour as per B will be charged. Waiting time occurs if the tug – despite a firm ordering time: <ul style="list-style-type: none"> (a) has not commenced the assistance within 30 minutes; (b) Interrupts its normal assistance longer than 30 minutes; or (c) in case of trip in vain is not being released within 30 minutes. 															
Escorting services	Escorting Service on River from Harbour limit into the port or vice versa (on special request of the Harbour Authority or the ships command), will be charged on the hourly working rate as stated above. Time counts starts with leaving the tug's stations and ends, with arriving at the tug station or when the standard berthing manoeuvre is to commence.															
Holding / Pushing	Holding or pushing time occurs as soon as the normal assistance is interrupted and the seagoing vessel has to be held or pushed in position (e.g. on the river Weser in front of / at, in front of or behind bridges/locks/drydocks). For holding or pushing time the rate per hour as per Tariff B will be charged.															
Pushing / Preventing from breaking loose from mooring during strong winds	In case that tugs are ordered for pushing the vessel towards the quay/berth to prevent the vessel from breaking loose due to wind as of windforce of 6 bft, an hourly rate as per column 2 of the Tariff B, will be charged. Time counts starts with leaving tug's berth and ends with arrival at tug's berth.															

SURCHARGES

Dead Ship	In case assisting vessels without using vessel's own propeller (Dead Ship), an additional surcharge of 50% of the Towage tariff A mentioned in section 1, 2 or 3 will be charged.
Ice Removing	For tugs used to clear the space between the vessel and berth the Working rate of that respective tug. During the Ice period the Towage Rates are subject to prevailing Ice surcharge.
Ice surcharges	Will be charged separately, subject to the Ice conditions in the working area.
Weekend & night work	No surcharges for weekends, night work and use of tug's hawsers.
Emergency response	The above tariffs (A&B) will not apply in case of Emergency Assistance, Salvage, Drift Ice, Vessel broken loose from the mooring and/or any other extraordinary and/or unforeseen circumstance. In all those cases an individual agreement will be made.
Fuel surcharge	The towage-rates, rates per hour and fixed rates mentioned before are subject to the following surcharges. Up to an average-price of € 160 per cbm for gas oil, no bunker surcharge will be charged. In the event of a price increase above € 160 per cbm, for each 10% price-increase a surcharge of 1% will be charged. The Surcharge to be reviewed every 2 weeks on the first day of the week.

TERMS & CONDITIONS

Notice time of orders	Any order for assistances to vessels leaving the port of shifting within the port needs to be given with a preliminary advance notice of at least four hours which has to be confirmed not later than two hour prior to the assistance.
Order handling	Orders will be executed in the sequence of their receipt. Vessels which are tide restricted or depend on locks opening times will get preference.
Payment terms	The towage rates, rates per hour and fixed rates do not include Value Added Tax. The <i>General German Towage Conditions</i> as printed overleaf are to apply. Invoices for towage services rendered on behalf of this tariff are due within 14 days upon date of service.
Towage conditions	All services to be performed subject to the terms and conditions of the "General German Towage Conditions". All obligations resulting from the service to be fulfilled at Bremerhaven. Any disputes are to be decided according to German Law and exclusively by Hamburg Courts.



GENERAL GERMAN TOWAGE CONDITIONS

1. Definitions

- (1) Assistance: Services rendered in Close Proximity of a manned Towed Object under the command of its master or pilot, as the case may be.
- (2) Contract of Affreightment: Contract in the sense of § 407 German Commercial Code (Handels-gesetzbuch, HGB).
- (3) Customer: The party which has contracted with the Tug Owner to perform the Services.
- (4) Material Obligation: An obligation which needs to be complied with in order to allow for the proper performance of the contract and the compliance of which the contractual partner can regularly rely on.
- (5) Services: The operations carried out by the Tug Owner in relation to a Towed Object or otherwise in fulfilment of the order by the Customer, including but not limited to Assistance.
- (6) Close Proximity: The area within which the Tug and the Towed Object affect or may affect each other or are or may be subject to the influence of each other.
- (7) Voyage Charter Party: Contract in the sense of § 527 HGB.
- (8) Towed Object: Any floating object, including, in particular, seagoing vessels, whether manoeuvrable or not, in respect of which the Services are being rendered.
- (9) Tug: The tug or tugs including their master and crew and equipment actually performing the Services, whether or not owned by the Tug Owner or by third parties (see Clause 2.3 below).
- (10) Tug Owner: The party which undertakes to perform the Services.
- (11) Ocean Freight Agreement: Contract for the carriage of general cargo or Voyage Charter Party.
- (12) Contract for the carriage of general cargo: Contract in the sense of § 481 HGB.

2. Provision of Services

- (1) All Services of the Tug Owner – including future services – shall be rendered exclusively on the basis of these General Towage Conditions, unless otherwise expressly agreed.
- (2) When Services are rendered in respect of manned Towed Objects which are under the command of a master or pilot, the duty of the Tug Owner shall be limited to making the Tug's services available to carry out the instructions of the Towed Object's master or pilot, as the case may be.
- (3) The Tug Owner is entitled to make use of one or more Tugs owned by third parties.
- (4) If the provision of the Services is impossible or significantly more difficult due to circumstances beyond the Tug Owner's control, in particular weather constraints, e. g. storm, ice or bad visibility, the Tug Owner shall be under no obligation to provide the Services.
- (5) Other vessels, for instance inbound vessels, may have to be served with priority according to the customs of the port, in particular with regard to nautical conditions, or because of port authorities' orders. The Tug Owner shall always be entitled to render emergency assistance to people or crafts. This may lead to delays when rendering the Services, for which the Tug Owner shall not be responsible.
- (6) In the cases referred to in Clauses 2.4 and 2.5 sentences 1 and 2, the Tug Owner shall also be entitled to interrupt the Services rendered, whereby appropriate regard shall be had to the safety of the Towed Object. Once the cause for the interruption of Services has ceased, the Tug Owner shall resume with the Services without undue delay.

3. Further Obligations for the Secure Provision of Services

- (1) The Customer shall ensure that the Towed Object and the towing gear provided by the Customer is in all respects ready to allow the safe performance of the required Services, that all safety regulations relevant to the Towed Object are observed, that all required permissions in respect of the Towed Object and the Services are available and conditions imposed in such permissions are observed.
- (2) The Customer shall further ensure that the master or pilot, as the case may be, of the Towed Object gives orders to the Tug and the crew of the Towed Object in such a way that neither the Towed Object nor the Tug or interests of third parties are exposed to danger.
- (3) The Customer as well as the Tug Owner have to ensure respectively that the taking over and return/taking back of towing gear is carried out in a controlled manner. The Customer is responsible for the uninterrupted control and supervision on board of the Towed Object and the Tug Owner is responsible for the uninterrupted control and supervision on board of the Tug.

4. Remuneration

- (13) If the amount of remuneration has not been stipulated, the Tug Owner is entitled to determine the amount at reasonable discretion.
- (14) The agreed remuneration does not cover any extraordinary services or salvage services.
- (15) The remuneration is payable at the Tug Owner's place of business upon rendering the invoice.
- (16) The Customer is only entitled to set-off if he has obtained a final and binding judgment against the Tug Owner or if the Customer's claim(s) against the Tug Owner are undisputed.

5. Customer's Liability

- (1) The Customer shall be liable for any damage to the Tug caused by the Tug's activities during the time of Assistance, unless the damage was caused negligently or intentionally by the Tug Owner, his servants or sub-contractors or the Tug's master or crew.

- (2) The Customer shall be liable for any damage to the Tug incurred during the time of Assistance as a consequence of the Tug following an order or direction given by the Towed Object's master or pilot, as the case may be, unless the damage was caused by gross negligence or intentional acts of the Tug Owner, his servants or subcontractors or the Tug's master or crew.
- (3) Further the Customer is liable for loss or damage suffered by third parties in the course of the Assistance due to the Tug's manoeuvres carried out upon the orders and directions of the Towed Object's master or pilot, as the case may be, unless the loss or damage was caused by gross negligence or intentional acts or the non-observance of an Material Obligation, as the case may be, by the Tug Owner, his servants or sub-contractors or the Tug's master or crew.
- (4) In relation to Clauses 5.1 through 5.3 above, the burden of proof in respect of any negligence, gross negligence or intentional act of the Tug Owner, his servants or subcontractors or the Tug's master or crew as well as any non-observance of an Material Obligation by either of them shall rest with the Customer.
- (5) Whenever the Tug is out of service due to damage or due to other reasons for which the Customer is liable, the Tug Owner may recover loss of use. The Tug Owner is entitled to determine the amount of loss of use at reasonable discretion. His duty to mitigate damages (paragraph 254 German Civil Code) remains unaffected. If Services are rendered by a Tug owned by a third party (see Clause 2.3 above), that third party is also entitled to rely upon the foregoing provisions.
- (6) In case of Services rendered by a Tug owned by a third party, the losses suffered by that third party are considered to be the Tug Owner's own losses which he is, thus, entitled to liquidate (*Drittschadensliquidation*).
- (7) The foregoing provisions do not in any way affect other rights, claims or remedies the Tug Owner may have against the Customer, be it in contract or tort.

6. Tug Owner's Liability

- (1) The Tug Owner shall be liable for loss or damage suffered by the Customer only to the extent that it was caused by gross negligence or intentional acts of the Tug Owner, his servants or sub-contractors or the Tug's master or crew. This does not apply if the loss or damage is due to the non-observance of any of the Tug Owner's Material Obligation.
- (2) In case of damage caused by negligence, the Tug Owner shall only be liable in respect of a breach of a Material Obligation and limited to direct loss or damage which is reasonably foreseeable, but not for remote consequential loss.
- (3) In respect of loss or damage caused by delayed Services, Clauses 6.1 and 6.2 and Clause 2.5 shall apply. The Tug Owner's liability shall be limited to three times the remuneration which is or would have been payable by the Customer, unless the delay was caused intentionally or by gross negligence.
- (4) In case an Ocean Freight Agreement has been concluded, the Tug Owner is not liable for any damage caused by conduct in the course of steering or otherwise operating the towing vessel, safe in case of measures taken predominantly for the benefit of the cargo or if caused by fire or explosion on board of the towing vessel.
- (5) Clauses 6.1 through 6.3 are not applicable as far as a Contract of Affreightment is concerned. Clauses 6.1 and 6.2 are not applicable in cases of a Contract for the carriage of general cargo. Insofar the statutory provisions shall be applicable.
- (6) Clauses 6.1 through 6.3 above do not apply to personal injury claims. In such cases, the relevant statutory provisions shall apply.
- (7) In case the Tug Owner is considered to be a carrier, his liability in respect of loss of or damage to the goods including the Towed Object shall – in derogation from § 431 HGB – not exceed 2 Special Drawing Rights of the International Monetary Fund per kilogram of any goods lost or damaged.
- (8) In any event the Tug Owner shall be entitled to limit his liability as provided for in provisions on ship owners' limitation of liability applicable to the Tug which caused the damage, such as the Convention on Limitation of Liability for Maritime Claims, 1976, as amended by the protocol of 2 May 1996, in the version respectively valid for the Federal Republic of Germany, or the Convention on Limitation of Liability in Inland Waterway Shipping (CLNI), 1988, or any national legislation, as the case may be. This also applies if the Tug provided by the Tug Owner to perform the Services is not owned, chartered, leased, managed or operated by the Tug Owner.
- (9) The exclusions and limitations referred to in Clauses 6.1 through 6.9 above shall apply to any claim be it in contract or otherwise against the Tug Owner. They shall also apply in favour of his servants or sub-contractors including, in particular, any third party owner of the Tug as well as the Tug's master and crew.

7. Indemnity

The Customer shall indemnify the Tug Owner for all third party claims in respect of loss or damage for which, as between the Tug Owner and the Customer, the Customer is liable.

8. Law and Jurisdiction

The contract for tug boat services is subject to German law. Any and all disputes arising under the contract or in connection with the Services rendered shall be subject to the exclusive jurisdiction of the courts of the Tug Owner's place of business.

8. German Version

The German version of these General Towage Conditions shall prevail. (Version January 2015)



**Towage Rates for the Port of Hamburg
Valid from 1st January 2024**

Port of Hamburg

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