



BOLUDA
TOWAGE

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AMBITIONS
PULLED
TOGETHER**

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TOWAGE RATES FOR THE PORT OF ROSTOCK

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, think 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 IN customer care and service

Contact details Port of Rostock

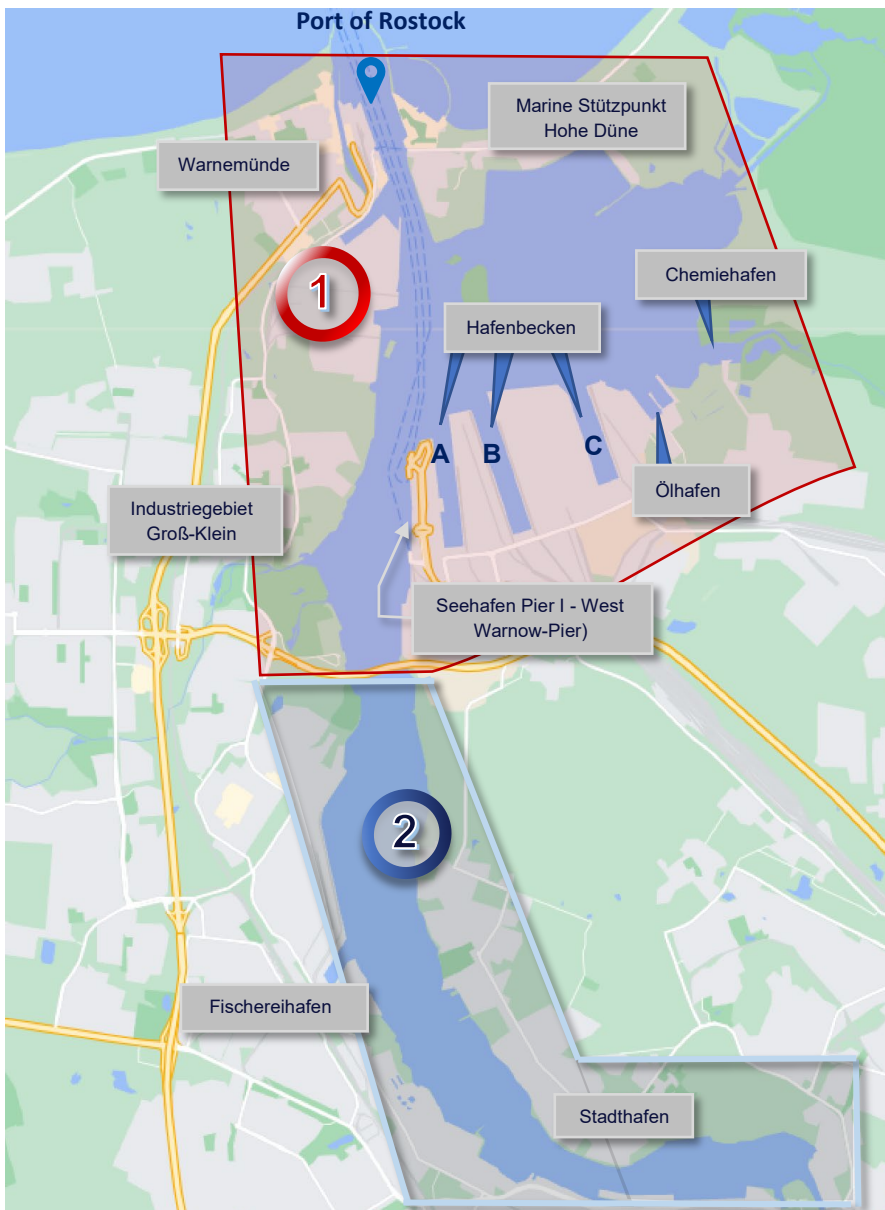
Boluda Deutschland GmbH
Cuxhavener Straße 10b | 28217 Bremen | Germany
Office phone: +49 42134880 | 24/7 Dispatch: +49 40 74118815
commercial.bre@boluda.eu | einsatzhh@boluda.eu | www.boluda.eu



TARIFF A

Vessel Size (GT)	Sector 1
GT rates are charged on the basis of the gross tonnage stated in the "ships' tonnage certificate" of the vessel.	Warnemünde, Industriegebiet Groß-Klein, Marine Stützpunkt Hohe Düne, Seehafen Pier I-West (Warnow-Pier), Hafengebreen A, B, C, Ölhafen, Chemiehafen
Up to – 5,000	€ 1,236
5,001 – 10,000	€ 1,548
10,001 – 15,000	€ 1,871
15,001 – 20,000	€ 2,258
20,001 – 25,000	€ 2,645
25,001 – 30,000	€ 3,419
30,001 – 35,000	€ 3,806
35,001 – 40,000	€ 4,322
40,001 – 45,000	€ 4,709
45,001 – 50,000	€ 5,225
> 50,001 each 10.000 GT	€ 490

Sector Tariffs



-  Port entrance
-  Sector 1
-  Sector 2: surcharge



TARIFF B – additional services

Hourly Rate	Keep going, holding, extra pushing to berth, in connection with an assistance, if longer than 4 hours special arrangements have to be made		
	Bollard pull tug		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
	<ul style="list-style-type: none"> The time counts from the time the tug leaves its station (or from the time it was ordered to be ready at its station), time counting ends when the tug has returned to its station. The first 60 minutes or part thereof counts as full hour. Thereafter time will be charged in 30 minutes periods. 		
Shifting from Berth to Berth	In case the vessel needs to be shifted from one berth to another the manoeuvre will be charged at the Hourly Working rate per Tug (min 1 hour, thereafter charging per 30 minutes or part thereof) the time counting from departure from and return to the tug's berth.		
Waiting Time	<p>For waiting time, the rate per hour as per B will be charged. Waiting time occurs if the tug – despite a firm ordering time:</p> <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. <p>First half hour is Free of Charge, unless the delay is longer, whereupon the first hour will be charged in full followed by half hourly charges of the Hourly rate.</p>		
Mobilization in Vain	If departure or shifting is cancelled without notice given at least one hour before the services are due to commence and/or tug(s) is (are) dismissed without being used; 50% of Towage Tariff A is applicable.		
Holding/Pushing/Preventing from Breaking away from berth	<p>Charge at the Hourly Working rate per Tug (minimum 1 hour, thereafter charging per 30 minutes or part thereof) the time counting from departure from and return to the tug's berth.</p> <ul style="list-style-type: none"> 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. in front of or behind the locks/on the river/in front of or behind of bridges. For holding or pushing time the rate per hour as per Tariff B will be charged 		
Safety standby	Stand-by times ordered for safety reasons will be charged as per Hourly Stand-by rate of the respective tug from departure from and return to the tug's berth.		

SURCHARGES

Assistance in Fishery Port and Stadthafen Rostock (Sector 2)	If tug assistance is required to tow a vessels to/from Fishery Port or Stadthafen, a surcharge of 25% each on the rates according to position a & b will be levied.
Dead Ship	In case assisting vessels without propulsion or steering, an additional surcharge of 50% of the Towage Tariff A will be charged.
Assistance in the port of Wismar	If tug assistance is required in the port of Wismar, a surcharge of € 4.250 each on the rates according to position a & b will be levied.
Evening, Weekend and Holiday surcharge	A surcharge of 25% each on the rates according to items A and/or B is imposed for towage services outside the normal working hours on weekdays (Mon-Fri) between 07.00 and 17.00 as well as on holidays, if at least 50% of the services are provided outside these hours or on this day.
Late order	Any order for assistances to vessels needs to be given with an advance confirmed notice of at least twelve hours. Orders made less than 4 hours may be subject to a 100% surcharge of the towage rate.
Tug capacity	If there is not enough tug capacity available due to high demands, Boluda will make every effort to offer tugs from other locations, in order to avoid waiting times as far as possible. The additional costs for the mobilizations and demobilizations will be agreed upon in advance.



SURCHARGE – PART 2

Ice surcharge	In case of tug assistance in broken ice, a surcharge of 25% each on the rates according to position a & b will be levied.
Ice breaking	A surcharge of 50% on the rates according to items A & B shall be levied for ice breaking and ice breaking assistance.
Emergency response	The Towage Rates will not apply in case of Emergency Assistance, Salvage, Vessel broken loose from the mooring and/or any other extraordinary and/or unforeseen circumstance. In all those cases a separate 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

Order handling	Orders will be executed in the sequence of their receipt.
Towage Conditions	<ul style="list-style-type: none"> All services to be performed subject to the terms and conditions of the “German Standard Towage Conditions (rev. 07/2003)”. All obligations resulting from the service to be fulfilled at the above-mentioned port locations. Any disputes are to be decided according to German Law and exclusively by German Courts. Discounts can be available for fixed term contracts.
Payment Terms	<ul style="list-style-type: none"> Payment: within 14 days. Value Added Tax (VAT), if applicable, will be added to the aforementioned rates. The towage rates, rates per hour and fixed rates do not include Value Added Tax. The <i>General Towage Conditions</i> as printed overleaf are to apply. Invoices for towage services rendered on behalf of this tariff are due within 21 days upon date of service.
Notes	<ul style="list-style-type: none"> The towage rates, rates per hour and fixed rates agreed do not apply for salvage, pumping, fire-fighting, qualified assistance and/or other exceptional services. In such cases individual agreements to be made. Vessels which are tide bound or depending on bridge opening times have preference. Orders and further information can be submitted via e-mail and fax and should include at least following information: <ul style="list-style-type: none"> Vessel Name, IMO Number, Gross Tonnes (GT), Charterer /Owner /Operator, Agent, ETA / ETD Destination berth or port area, # of tugs required. It is appreciated to receive information via email about the ETAs/ETDs of the vessels requiring tug boat assistance, to assure a trouble-free and on time service for the vessels.



GENERAL TOWAGE CONDITIONS GERMANY (REV. 07/2003)

1. Definitions

Assistance: Services rendered in Close Proximity of a manned Towed Object under the command of its master or pilot, as the case may be.

Customer: The party which has contracted with the Tug Owner to perform the Services.

Services: The services required by the Customer in relation to a Towed Object or otherwise, including but not limited to Assistance. 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.

Towed Object: Any floating object, including, in particular, seagoing vessels, whether manoeuvrable or not, in respect of which the Services are being rendered.

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).

Tug Owner: The party which undertakes to perform the Services.

2. Provision of Services

(1) All Services of the Tug Owner 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) The Tug Owner renders services on a first-come, first-serve basis. According to the custom of the port or port authorities' orders, inbound vessels may have to be served with priority. 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. The Customer's Duties

(1) The Customer shall ensure that the Towed Object 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 in such a way that neither the Towed Object nor the Tug or interests of third parties are exposed to danger.

4. Remuneration

(1) Unless otherwise agreed, the Customer shall pay a remuneration in accordance with the Tug Owner's tariffs.

(2) The agreed remuneration does not cover any extraordinary services or salvage services.

(3) The remuneration is payable at the Tug Owner's place of business upon rendering the invoice.

(4) The Customer is only entitled to set-off if he has obtained a final and binding judgement 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 essential duty ("Kardinalpflicht"), 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 essential duty ("Kardinalpflicht") by either of them shall rest with the Customer.

(5) Whenever the Tug is out of service due to reasons for which the Customer is liable, the Tug Owner may recover loss of income of EUR 3.000 per calendar day. The Customer shall be entitled to prove that the Tug Owner in fact did not suffer any damage or that the damage actually suffered is substantially less than this amount. The Tug Owner's right to claim damages exceeding this amount as well as his duty to mitigate damages (paragraph 254 German Civil Code) remain 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 essential duties ("Kardinalpflichten").

(2) The Tug Owner shall only be liable in respect of 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) Clauses 6.1 through 6.3 above do not apply to personal injury claims. In such cases, the relevant legislation shall apply.

(5) **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 not exceed 2 Special Drawing Rights of the International Monetary Fund per kilogram of any goods lost or damaged.

(6) 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, 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.

(7) The exclusions and limitations referred to in Clauses 6.1 through 6.6 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.

9. German Version

The German version of these General Towage Conditions shall prevail. (Version July 2003)



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

Port of Rostock

Boluda Deutschland GmbH



Cuxhavener Straße 10b
28217 Bremen
Germany



24/7 dispatch: +49 40 74118815
Office: +49 42134880



commercial.bre@boluda.eu
einsatzhh@boluda.eu



www.boluda.eu