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TOWAGE RATES FOR THE PORT OF WILHELMSHAVEN

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 in customer care and service

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TOWAGE TARIFF A

FOR SEA-GOING VESSELS WITH OPERATIONAL MAIN ENGINE IN WILHELMSHAVEN AND JADE BAY RATES PER TUG PER MOVE – PRICES IN EURO

Vessel's size in Gross Tonnage *)	Wilhelmshaven & Jade Un-/Berthing & shifting	Vessel's size in Gross Tonnage *)	Wilhelmshaven & Jade Un-/berthing & shifting
From – to	Prices in € per tug 0/1 locks	From – to	Prices in € per tug 0/1 Locks
0 – 5,000 GT	€ 1,252	55,001 – 60,000 GT	€ 5,698
5,001 – 6,000 GT	€ 1,623	60,001 – 70,000 GT	€ 5,988
6,001 – 7,000 GT	€ 1,720	70,001 – 80,000 GT	€ 6,289
7,001 – 8,000 GT	€ 1,806	80,001 – 90,000 GT	€ 6,601
8,001 – 9,000 GT	€ 1,881	90,001 – 100,000 GT	€ 6,923
9,001 – 10,000 GT	€ 1,962	100,001 – 110,000 GT	€ 7,063
10,001 – 15,000 GT	€ 2,150	110,001 – 120,000 GT	€ 7,203
15,001 – 20,000 GT	€ 2,376	120,001 – 130,000 GT	€ 7,498
20,001 – 25,000 GT	€ 2,860	130,001 – 140,000 GT	€ 8,089
25,001 – 30,000 GT	€ 3,429	140,001 – 150,000 GT	€ 8,493
30,001 – 35,000 GT	€ 3,763	150,001 – 160,000 GT	€ 8,923
35,001 – 40,000 GT	€ 4,139	160,001 – 170,000 GT	€ 9,191
40,001 – 45,000 GT	€ 4,558	170,001 – 180,000 GT	€ 9,353
45,001 – 50,000 GT	€ 4,972	180,001 – 190,000 GT	€ 9,503
50,001 – 55,000 GT	€ 5,375	190,001 – 200,000 GT	€ 9,772
		> 200,000 each 10,000 GT	€ 269

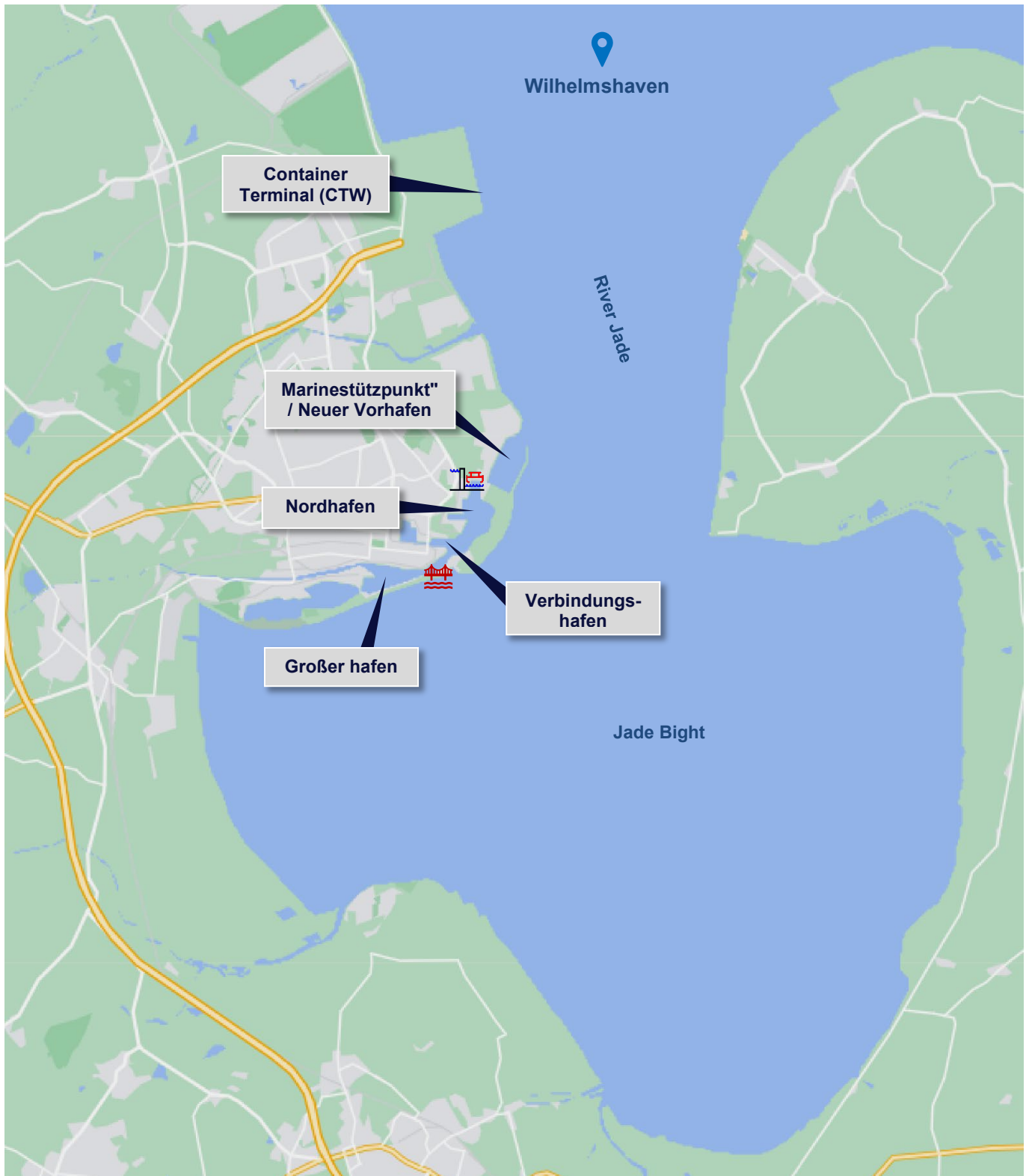
*) The tariff is based on the Gross Tonnage (GT) as stated in the International Tonnage Certificate (1969).

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 boundaries of the port.



Sector tariffs Port of Wilhelmshaven



Port Entrance



Lock



Kaiser Wilhelm Bridge



TARIFF B – additional services

<p>Hourly Rate</p>	<p>Services not specified under Tariff A will be charged at the hourly rate as mentioned hereafter.</p> <table border="1" data-bbox="464 322 1441 674"> <thead> <tr> <th colspan="4">Bulk, Oil and Container Terminals</th> </tr> <tr> <th>Bollard pull tug</th> <th>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></th> <th>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></td> <td>€ 1,045</td> </tr> <tr> <td>> 40t bp</td> <td>€ 839</td> <td></td> <td>€ 1,129</td> </tr> <tr> <td>> 50t bp</td> <td>€ 1,145</td> <td></td> <td>€ 1,543</td> </tr> <tr> <td>> 60t bp</td> <td>€ 1,236</td> <td></td> <td>€ 1,666</td> </tr> </tbody> </table> <ul style="list-style-type: none"> The time counts from the time the tug is leaving 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 a full hour. Thereafter time will be charged in 30 minutes periods. 	Bulk, Oil and Container Terminals				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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<p>Shifting / passing the lock</p>	<p>For shifting with passing the lock in Wilhelmshaven: Additional charge of 10% on the Tariff A will be charged.</p>																								
<p>Waiting time</p>	<p>First half hour (of ordered tugboat alongside the vessel) is Free of Charge. In case of exceeding waiting time, the first hour will be charged in full followed by a half hourly charge per 30 minutes commenced at the Hourly Stand-by rate.</p> <p>- 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>Holding or pushing time</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, such as the Kaiser Wilhelm swing-in bridge in Wilhelmshaven. For holding or pushing time the rate per hour as per B will be charged. 																								
<p>Pushing / preventing from Breaking loose from mooring during strong winds</p>	<ul style="list-style-type: none"> 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 tugs berth and ends with arrival at tugs berth. 																								
<p>FiFi -Safety Stand by tug</p>	<p>The provision of a FiFi Safety tug at the NWO facilities during the laytime of the tank vessel will be charged for the hourly rate as mentioned hereafter:</p> <table border="1" data-bbox="464 1570 1050 1720"> <thead> <tr> <th>FiFi services</th> <th>Rates per hour Prices in €</th> </tr> </thead> <tbody> <tr> <td>Working tug up to 50 t bp</td> <td>€ 1,075 / h</td> </tr> <tr> <td>Working tug > 50 t bp</td> <td>€ 1,650 / h</td> </tr> </tbody> </table>	FiFi services	Rates per hour Prices in €	Working tug up to 50 t bp	€ 1,075 / h	Working tug > 50 t bp	€ 1,650 / h																		
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<p>Escorting or towing on river Jade</p>	<p>Escorting or towing on the river Jade / Jade Bay Area will be charged on an hourly basis. The time counts as from leaving tug's berth until arriving tug's berth or until the berthing manoeuvre of the towed vessel commences. Therefore, the rate per hour as per Tariff B will be charged.</p> <p>For the berthing or unberthing of the seagoing vessel to be escorted or towed at the place of departure and the place of arrival towage rates as per 'A' of this Tariff will be charged.</p>																								



SURCHARGES

Removing of ice	Removing of ice means clearing the berth and the place between vessel and berth of broken ice with the tug's propeller wash. Breaking up of fast ice is expressly excluded. For removing of ice the rate per hour as per Tariff B will be charged.
Ice surcharge	During the ice-period surcharge will be charged as stipulated by the Ice Commission of Hamburg's Chamber of Commerce from time to time.
Dead Ship	For assisting seagoing vessels without operational main engine 50% surcharge on the towage rates as per Tariff A will be charged.
Bunker 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 two weeks on the first day of the week.
Cancellation / trip in vain	If the tug order is cancelled more than 1 hour before the tug is due to leave its station, it will bear no extra costs. If the tug order is cancelled less than 1 hour before, the tug is due to leave its station 50% of the towage rate as per Tariff A per tug will apply.

TERMS & CONDITIONS

Late Order	Any order for assistances to the vessels calling, leaving the port or shifting within the port to be given with a preliminary advance notice of at least 4 hours, which has to be confirmed not later than 2 hours prior to the assistance.
Towage Conditions	All services performed subject to the terms and conditions of the General German Towage Conditions, always-latest edition. The German wording is to prevail.
Payment Terms	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 14 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

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 Wilhelmshaven Valid from 1st January 2024

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