



BOLUDA
TOWAGE

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AMBITIONS
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TOGETHER**

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TOWAGE RATES FOR THE PORT OF ROTTERDAM

VALID FROM 1ST JANUARY 2024

BOLUDA TOWAGE ROTTERDAM B.V.



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, Latin America, Asia, and the Indian Ocean.

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

Contact details

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TARIFF A

FOR SEAGOING VESSELS WITH OPERATIONAL MAIN ENGINE PER MOVE AND FOR EACH TUG EMPLOYED – PRICES IN EURO

Length (o.a.) of vessel	ROTTERDAM AREA	EUROPOORT AREA	MAASVLAKTE II
Length (o.a.) of vessel in meters as per Lloyd's Register of Shipping	<ul style="list-style-type: none"> From the river to berth or v.v. From Erasmus bridge (km post 1001) up to Westgeul (km post 1014) including Botlek area Maximum time 2 hours 	<ul style="list-style-type: none"> From the river to berth or v.v. Maximum time 2 hours 	<ul style="list-style-type: none"> From the river to berth or v.v. Maximum time 2.5 hours
Up to 138 m	€ 1,389	€ 1,642	€ 2,052
139 m to 150 m	€ 1,595	€ 1,841	€ 2,301
151 m to 163 m	€ 1,820	€ 2,065	€ 2,582
164 m to 175 m	€ 2,003	€ 2,346	€ 2,933
176 m to 187 m	€ 2,196	€ 2,627	€ 3,284
188 m to 212 m	€ 2,489	€ 3,119	€ 3,898
213 m to 236 m	€ 2,853	€ 3,633	€ 4,541
237 m to 260 m	€ 3,325	€ 4,118	€ 5,148
261 m to 285 m	€ 3,892	€ 4,563	€ 5,704
286 m to 309 m	€ 4,794	€ 4,794	€ 5,993
310 m to 334 m	€ 5,109	€ 5,109	€ 6,386
335 m to 358 m	€ 5,373	€ 5,373	€ 6,717
359 m to 383 m	€ 5,699	€ 5,699	€ 7,124
384 m to 425 m	€ 5,972	€ 5,972	€ 7,536

TARIFF B – additional services

Waiting time First half hour free, after which the 1 st hour will be charged in full followed by 15 mins. increments.	€ 1,175 per hour
Keep going, holding, extra pushing to berth In connection with an assistance, if longer than 2 hours special arrangements have to be made.	€ 1,175 per hour
Additional time In case the assistance takes more time than max. duration allocated, an hourly supplement will apply by 15 mins. increments.	€ 1,175 per hour
Shifting Shifting of ships within the Rotterdam area or Europoort area Shifting from Rotterdam harbours to Europoort harbours or v.v..	35% surcharge, and the maximum time duration will be increased to 3 hours Special arrangements have to be made

SURCHARGES

Fuel	If bunker prices are above USD 149 per ton, a bunker surcharge will be applicable.
Dead ship	Assistance of dead ships 50% surcharge on all rates (waiting and fog excluded).
Cancellation	If arrival, departure or shifting is cancelled or postponed without notice being given at least one hour before the services are due to commence and/or tug(s) is (are) dismissed without being used: 50% of the tariff will be charged.
Holidays	25% surcharge on holidays, officially recognized in the Port of Rotterdam, from 17:00hrs the day before until 07:00hrs the day after such holiday.
Visibility	In case of a visibility of less than 500 meters (according to the data of the Government Pilot- & Radar Service) an additional charge of 50% for assistance during fog will be charged on all rates (waiting excluded).

TERMS & CONDITIONS

Notes	The Dutch Harbour Towage Conditions 2007 apply to all towage services, excluding emergency or salvage services, provided by Boluda Towage Rotterdam B.V.. The rates A and B will not apply in case of drift-ice, vessels broken loose from their moorings, assistances outside abovementioned areas and other unforeseen circumstances.
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ROTTERDAM PORT AREAS





DUTCH HARBOUR TOWAGE CONDITIONS 2007

1. Definitions

In these 2007 Dutch Harbour Towing Conditions the following terms are defined as stated below:

- a) **The Commissioning Party:** the party which has contracted the Assistance of the Towing Provider, and if the Commissioning Party is not the owner or hull charterer of the Ship, this party is deemed to represent the owner or hull charterer of the Ship legally;
- b) **The Towing Provider:** the party which has been commissioned by the Commissioning Party to provide the Assistance with the aid of one or more Tugs;
- c) **The Ship:** any floating object or vessel (whether or not provided with own drive or propulsion), such as (sea-going) ships, offshore modules, barges, pontoons for which the Assistance is provided;
- d) **The Tug:** any vessel owned by or rented or employed by the Towing Provider, which is used by the Towing Provider to provide the Assistance;
- e) **The Assistance:** the service relating to the moving, slowing down, pushing, pulling, accompanying, escorting, or standing by to offer these services to the Ship, and any other services agreed between parties relating to the Ship with the aid of one or more Tugs;
- f) **The provision of the Assistance:** the period commencing at the moment that (i) the Tug manoeuvres into position in the vicinity of the Ship or has reported for duty and is awaiting direct orders to proceed with the Assistance, or (ii) the Tug is able to take the messenger lines or towing line from the Ship, or (iii) the towing line has been transferred to or from the Tug, whichever is the earliest, and ending at the moment that (i) the final orders of the Ship have been received to end the Assistance or (ii) the towing line has been detached from the Ship or the Tug and the Tug is at a safe distance from the Ship, whichever is the latest.

2. Assistance

- a) These Harbour Towing Conditions apply to both written and oral offers from and contracts with the Towing Provider to provide the Assistance. The applicability of any other general terms and conditions used by the Commissioning Party will thus be excluded. Stipulations deviating from these Harbour Towing Conditions will only be valid if agreed upon in writing.
- b) Insofar as the Ship is under the captaincy of a captain or pilot, the obligation of the Towing Provider is restricted to providing the Assistance within the Tug's technical capabilities, to be exclusively judged by the captain of the Tug, in accordance with the directions of the captain or pilot of the Ship.
- c) The Assistance is provided as much as possible in the order of the commissions received. The Towing Provider is, however, at all times entitled to grant priority to emergency aid and to instructions by the competent authorities.

3. Obligations of the Commissioning Party

The Commissioning Party guarantees that the Ship is suitable and ready in every respect for the Assistance to be provided safely and that the captain and/or the pilot of the Ship will give orders to the Tug in accordance with the applicable safety guidelines and with due observance of the interests of the Ship, the Tug and third parties.

4. Payment

- a) The Commissioning Party shall pay a fee for the Assistance in accordance with the rates and terms of payment of the Towing Provider.
- b) The rates of the Towing Provider do not apply to services which, within reason, fall outside the scope of the Assistance, including such services as assistance in the event of damage owing to leakage, problems with the rudder or the propulsion system, assistance in cases in which the Ship is in danger and other assistance and salvage services.

5. Force majeure / Non- attributable breach

The Towing Provider is entitled to invoke force majeure if the provision of the Assistance is either fully or partly, either temporarily or permanently, impeded, delayed or complicated due to circumstances that cannot be attributed to the Towing Provider. These Harbour Towing Conditions include among such circumstances the following: storm, ice drift, heavy fog, blockades, strike action, government measures, the (temporary) delay in the delivery by third parties of goods or services, and fire, damage or loss of vessels of the Towing Provider.

6. Liability and indemnity

- a) **Damage to the Tug**
The Commissioning Party is liable for all damages to the Tug resulting during the provision of the Assistance, unless the Commissioning Party can prove that this damage is the result of: (i) inherent defects of the Tug, or (ii) the intent or wilful recklessness of the Towing Provider, its employees, contractors or subcontractors or the crew of the Tug.

- b) **Damage to the Ship**

The Towing Provider is not liable for damage to the Ship resulting during the provision of the Assistance, unless the Commissioning Party can prove that this damage is the result of the intent or wilful recklessness on the part of the Towing Provider, its employees, contractors or subcontractors or the crew of the Tug. The Commissioning Party indemnifies the Towing Provider, its employees and any (auxiliary) persons deployed by the Towing Provider for the provision of the Assistance against any claims made by third parties relating to damage caused to the Ship during the provision of the Assistance.

- c) **Damage sustained by third parties**

The Commissioning Party is liable for damage sustained by third parties caused during the provision of the Assistance and the Commissioning Party will indemnify the Towing Provider, its employees, contractors, subcontractors and the crew of the Tug against claims made by third parties relating to the aforementioned damage, unless the Commissioning Party can prove that (i) this damage is the result of the intent or wilful recklessness on the part of the Towing Provider, its employees, contractors or subcontractors or the crew of the Tug, or (ii) the Ship did not contribute to this damage nor give cause for it.

- d) **Bodily injury to personnel and crew**

The Commissioning Party is not liable for damage as a result of bodily injury or death of the crew members of the Tug or employees and (sub) contractors of the Towing Provider caused during the provision of the Assistance, regardless of whether the damage is partially or entirely due to negligence (not being intent or wilful recklessness) on the part of the Commissioning Party, its employees, (sub) contractors or the crew of the Ship, and the Towing Provider hereby indemnifies the Commissioning Party, its employees, (sub) contractors and the crew of the Ship against any claims that relate to the aforementioned damage.

The Towing Provider is not liable for damage as a result of bodily injury or death of the crew members of the Ship or employees and (sub) contractors of the Commissioning Party caused during the provision of the Assistance, regardless of whether the damage is partially or entirely due to negligence (not being intent or wilful recklessness) on the part of the Towing Provider, its employees, (sub) contractors or the crew of the Tug, and the Commissioning Party hereby indemnifies the Towing Provider, its employees, (sub) contractors and the crew of the Tug against any claims that relate to the aforementioned damage.

- e) Except for intent or wilful recklessness on the part of the Towing Provider itself or the persons in charge of the Towing Provider, the Towing Provider is not liable for damages resulting from the non-fulfilment or late fulfilment of its obligations towards the Commissioning Party.

- f) **Consequential damage**

Except for intent on one party's part, neither of the parties is liable towards the other for consequential damage sustained by the other party with regard to the Assistance, including (but not limited to) loss of use or production or loss of income and profit.

7. Limitation of liability

- a) The Towing Provider will at all times be entitled to limit its liability for damage in accordance with the applicable legal rules and international treaties.
- b) In all instances in which the Towing Provider, notwithstanding the provisions in article 6 of these Harbour Towing Conditions, is liable to pay compensation to the Commissioning Party for damages, the amount of this compensation will never be more than three times the fee agreed for the Assistance.
- c) The employees of the Towing Provider, (sub) contractors and the crew of the Tug may invoke all restrictions and means of defence available to the Towing Provider itself in relation to the Commissioning Party

8. Lapse

Without prejudice to the provisions in article 6:89 of the Dutch Civil Code, all legal claims against the Towing Provider will lapse in the passage of one year after the inception of such claim.

9. Applicable law and dispute settlement

- a) These Harbour Towing Conditions will be governed by Dutch law.
- b) Unless otherwise agreed by parties, all disputes between the Towing Provider and the Commissioning Party arising from or related to this agreement will be submitted to the competent court at Rotterdam.
- c) These Harbour Towing conditions have been drawn up in the Dutch language and translated into English. In the event of disputes the Dutch text will take precedence.




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

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