SCHEDULE OF RATES 2024 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.

EAST COAST PORTS

BRISBANE

CAIRNS

EDEN

GEELONG

LUCINDA

MELBOURNE

MOURILYAN

NEWCASTLE

PORT KEMBLA

PORT OF HASTINGS - WESTERNPORT

SYDNEY - GORE COVE

SYDNEY - PORT BOTANY

SYDNEY - PORT JACKSON (EXCL GORE COVE)

WEST COAST PORTS

ADELAIDE REGION - ADELAIDE / ARDROSSAN / PORT GILES

ALBANY

BUNBURY

FREMANTLE & KWINANA

GERALDTON

PORT BONYTHON

PORT PIRIE

WALLAROO

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 commercial.aus@svitzer.com to discuss your requirements.

SVITZER AUSTRALIA

SVITZER

Phone Number

CONTACTS – PORT MANAGEMENT

| 1 Orto Name | Lillan | i none number | | | |
|-------------|---|-----------------|----------------------|----------------------------------|-----------------|
| | All East Coast | General Manager | Dylan Sheehan | Dylan.Sheehan@svitzer.com | +61 410 221 069 |
| | All West Coast | General Manager | Tully Barnes | Tully.Barnes@svitzer.com | +61 439 324 169 |
| | Ports | Title | Name | Email | Phone Number |
| | Adelaide – Adelaide Region | Port Manager | Nicole Stanton | Nicole.Stanton@svitzer.com | +61 439 296 034 |
| | · | Port Manager | Georgia Terlick | Georgia.Terlick@svitzer.com | +61 428 406 380 |
| | Ardrossan Adolaido Pogion | | Nicole Stanton | Nicole.Stanton@svitzer.com | +61 439 296 034 |
| | Ardrossan – Adelaide Region Brisbane | Port Manager | | Craig.Worling@svitzer.com | +61 417 070 903 |
| | | Port Manager | Craig Worling | | +61 428 406 380 |
| | Bunbury | Port Manager | Georgia Terlick | Georgia.Terlick@svitzer.com | |
| | Cairns | Port Manager | Daniel Wade | Daniel.Wade@svitzer.com | +61 450 099 158 |
| | Eden | Port Manager | Adriana Dello Iacono | Adriana.Dello.lacono@svitzer.com | +61 413 034 677 |
| | Fremantle | Port Manager | Zoe Gill | Zoe.Gill@svitzer.com | +61 439 657 428 |
| | Geelong | Port Manager | Simon Riddle | Simon.Riddle@svitzer.com | +61 450 794 714 |
| | Geraldton | Port Manager | Zoe Gill | Zoe.Gill@svitzer.com | +61 439 657 428 |
| | Kwinana | Port Manager | Zoe Gill | Zoe.Gill@svitzer.com | +61 439 657 428 |
| | Lucinda | Port Manager | Daniel Wade | Daniel.Wade@svitzer.com | +61 450 099 158 |
| | Melbourne | Port Manager | Simon Riddle | Simon.Riddle@svitzer.com | +61 450 794 714 |
| | Mourilyan | Port Manager | Daniel Wade | Daniel.Wade@svitzer.com | +61 450 099 158 |
| | Newcastle | Port Manager | Lauren Munro | Lauren.Munro@svitzer.com | +61 417 333 422 |
| | Port Bonython | Port Manager | Nicole Stanton | Nicole.Stanton@svitzer.com | +61 439 296 034 |
| | Port Giles – Adelaide Region | Port Manager | Nicole Stanton | Nicole.Stanton@svitzer.com | +61 439 296 034 |
| | Port Kembla | Port Manager | Adriana Dello Iacono | Adriana.Dello.lacono@svitzer.com | +61 413 034 677 |
| | Port of Hastings - Westernport | Port Manager | Simon Riddle | Simon.Riddle@svitzer.com | +61 450 794 714 |
| | Port Pirie | Port Manager | Nicole Stanton | Nicole.Stanton@svitzer.com | +61 439 296 034 |
| | Sydney (Gore Cove) | Port Manager | Renee Connolly | Renee.Connolly@svitzer.com | +61 421 083 113 |
| | Sydney (Port Botany) | Port Manager | Renee Connolly | Renee.Connolly@svitzer.com | +61 421 083 113 |
| | Sydney (Port Jackson) | Port Manager | Renee Connolly | Renee.Connolly@svitzer.com | +61 421 083 113 |
| | Wallaroo | Port Manager | Nicole Stanton | Nicole.Stanton@svitzer.com | +61 439 296 034 |
| | | | | | 3 200 201 |

Email

Name

Ports

SVITZER AUSTRALIA



CONTACTS - COMMERCIAL & OPERATIONS

Commercial

| Ports | Title | Name | Email | Phone Number |
|-----------|---------------------------------|--------------------|-------------------------------|-----------------|
| Australia | Acting Chief Commercial Officer | Videlina Georgieva | | |
| Australia | Head of Commercial | Karina Gourley | Karina.Gourley@svitzer.com | +61 422 414 602 |
| Australia | Senior Commercial Analyst | Sina Sobhanei | Sina.Sobhanei@svitzer.com | +61 477 965 183 |
| Australia | Commercial Business Partner | Sarah Hornum | Sarah.Hornum@svitzer.com | +61 472 789 833 |
| Australia | Port and Commercial Manager | Georgia Terlick | Georgia.Terlick@svitzer.com | +61 428 406 380 |
| Australia | Commercial Officer | Jasmine Alexander | Jasmine.Alexander@svitzer.com | +61 448 724 957 |

Operations

| Ports | Title | Name | Email | Phone Number |
|--|---------------------------|-------------------------------|--------------------------------|-----------------|
| All West Coast | Operations Centre Manager | Haylee Poole | Haylee.Poole@svitzer.com | +61 439 793 292 |
| All East Coast | Operations Superintendent | Kye Romeo | Kye.Romeo@svitzer.com | +61 401 403 098 |
| Melbourne, Geelong, Westernport | Operations Officer | Controllers Victoria | vic.controllers@svitzer.com | 1800 133 022 |
| Brisbane, Cairns, Mourilyan, Lucinda | Operations Officer | Controllers Queensland | sthqld.controllers@svitzer.com | 1800 453 938 |
| Sydney (Botany, Jackson, Gore Cove) Port Kembla, Eden Newcastle | Operations Officer | Controllers New South Wales | nsw.controllers@svitzer.com | 1800 804 186 |
| Fremantle, Kwinana, Albany, Geraldton | Operations Officer | Controllers Western Australia | wa.controllers@svitzer.com | 1800 424 617 |
| South Australia (Adelaide, Ardrossan, Port Giles), Port Bonython, Port Pirie, Wallaroo | Operations Officer | Controllers South Australia | wa.controllers@svitzer.com | 1800 424 617 |
| | | | | |

Public

ADELAIDE REGION - ADELAIDE / ARDROSSAN / PORT GILES



TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

| | | | | | | | | | | | 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 | >90,000 | |
| ADELAIDE – BERTHING / SAILING / SHIFTING WITHIN INNER HARBOUR | 5,514 | 6,465 | 7,633 | 8,830 | 9,483 | 9,682 | 9,761 | 9,810 | 9,871 | 9,963 | 2 |
| ADELAIDE – SHIFTING BETWEEN INNER HARBOUR AND OUTER HARBOUR | 75% OF THE TARIFF RATE FOR ALL VESSEL SIZES | | | | | | IZES | | | | 2 |
| ARDROSSAN & PORT GILES – BERTHING / SAILING / SHIFTING – TUG MOBILISED FROM PORT ADELAIDE1 | 33,638 | 34,589 | 35,757 | 36,954 | 37,607 | 37,806 | 37,885 | 37,934 | 37,995 | 38,087 | 2 |

¹Ardrossan and Port Giles tariff rates are inclusive of **mobilisation surcharge** of AUD 28,124

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-wharf) |
| DEAD SHIP MOVEMENT | 50% |
| LATE ORDER / CANCELLATION / AMENDMENT TO PORT ADELAIDE - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT | 50% |
| LATE ORDER / CANCELLATION / AMENDMENT TO PORT ADELAIDE - WITHIN ONE (1) HOUR OF JOB COMMENCEMENT | 100% |
| LATE ORDER / CANCELLATION / AMENDMENT TO ARDROSSAN OR PORT GILES - WITHIN TWELVE (12) HOURS OF JOB COMMENCEMENT | 25% |
| LATE ORDER / CANCELLATION / AMENDMENT TO ARDROSSAN OR PORT GILES - WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT | 50% |

¹An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

ADELAIDE REGION FLEET AS OF 01 APRIL 2024

| | | ТВР | TYPE | FIFI |
|---------------|---|----------|------|------|
| | | ADELAIDE | | |
| Svitzer Heron | | 73 | Z | F1 |
| SL Endeavour | - | 72 | Z | FA |
| Barunga | | 70 | Z | FA |
| Burra | | 63 | Z | |
| Sheringa | | 50 | Z | |

PORT GILES & ARDROSSAN SERVICED BY TUGS FROM ADELAIDE

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: NICOLE STANTON PHONE: +61 439 296 034

EMAIL: NICOLE.STANTON@SVITZER.COM

RATES PER 01 APRIL 2024



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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage 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

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.

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- 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.
- 20. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

ALBANY



TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

| | 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 45,000 | 45,001 50,000 | >50,001 | |
|---|---|---|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|---------|---|
| BERTHING / SAILING | | 2,861 | 4,431 | 6,951 | 8,204 | 8,416 | 9,039 | 9,381 | 9,736 | 10,106 | 10,489 | 10,886 | 2 |
| SHIFTING AT / BETWEEN BERTHS – with ship's main engine | 50% OF THE TARIFF RATE FOR ALL VESSEL SIZES | | | | | | | | | | | 2 | |
| SHIFTING AT / BETWEEN BERTHS – without ship's main engine | | 75% OF THE TARIFF RATE FOR ALL VESSEL SIZES | | | | | | 2 | | | | | |
| BERTH TO ANCHOR / ANCHOR TO BERTH | | | | | 100% OF T | HE TARIFF | RATE FOR | ALL VESSE | L SIZES | | | | 2 |

OF THE TARIFF RATE

HOURLY RATE

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

ADDITIONAL TIME – CHARGE IN 15 MINUTE INCREMENTS 25%

SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

| PILOT TRANSFERS (IF PART OF TUG JOB) | 359 |
|---|----------------------|
| NON-EMERGENCY TUG HIRE RATES - EXCLUDING NORMAL HARBOUR SERVICES - MINIMUM CHARGE OF FOUR (4) HOURS | 3,245 |
| 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 | 5,274 |

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTC

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 2024

PORT MANAGER DETAILS : GEORGIA TERLICK

PHONE: +61 428 406 380
EMAIL: GEORGIA.TERLICK@SVITZER.COM

ALBANY FLEET AS OF 01 APRIL 2024

TBP TYPE FIFI

Svitzer Maryon 67 Z FA

Svitzer Karoline 68 Z FA



TERMS AND CONDITIONS ALBANY, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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.

- 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.
- 18. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

BUNBURY



TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

| | VESSEL GROSS TONNAGE (GT) | <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 40,000 | |
|--|---------------------------|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|------------------|---|
| BERTHING / SAILING | | 1,386 | 1,503 | 1,894 | 2,263 | 2,586 | 2,979 | 3,348 | 3,834 | 4,203 | 4,411 | 4,733 | 5,034 | 5,471 | 2 |
| | VESSEL GROSS TONNAGE (GT) | 40.001 45,000 | 45.001 50,000 | 50,001 55,000 | 55,001 60,000 | 60,001 65,000 | 65,001 70,000 | 70,001 75,000 | 75,001 80,000 | 80,001 85,000 | 85,001 90,000 | 90,001 95,000 | 95,001 100,000 | >100,001 | |
| BERTHING / SAILING | | 5,842 | 6,280 | 6,373 | 6,511 | 6,650 | 6,788 | 6,926 | 7,019 | 7,065 | 7,111 | 7,156 | 7,203 | 7,252 | 2 |
| SHIFTING AT / BETWEEN BERTHS – with ship's main engine | | 50% OF THE TARIFF RATE FOR ALL VESSEL SIZES | | | | | | | 2 | | | | | | |
| SHIFTING BETWEEN ANCHOR & BERTHS – with ship's main engine | | | | | | | 2 | | | | | | | | |

SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

| | HOURLY RATE |
|--|-------------|
| SUNDRY SERVICE CHARGES PER TUG – MINIMUM CHARGE OF FOUR (4) HOURS ² | 1,928 |
| PILOT TRANSFERS (IF PART OF TUG JOB SERVICES) | 386 |
| FIRE AND EMERGENCY RESPONSE ASSISTANCE | POA |

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

| | OF THE TARIFF RATE |
|---|--------------------|
| ORDER / CANCELLATION / AMENDMENT - WITHIN ONE (1) HOURS OF JOB COMMENCEMENT | 100% |
| ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT | 50% |
| DEAD SHIP MOVEMENT | 200% |
| ADDITIONAL TIME - CHARGED IN 15 MINUTE INCREMENTS | 25% |

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

RETURN TO COVER

TERMS AND CONDITIONS

UKST

RATES PER 01 APRIL 2024

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

PORT MANAGER DETAILS:GEORGIA TERLICK

PHONE: +61 428 406 380

EMAIL: GEORGIA.TERLICK@SVITZER.COM

BUNBURY FLEET AS OF 01 APRIL 2024

KOOMBANA 81 Z F1
MARLSTON 81 Z F1



TERMS AND CONDITIONS BUNBURY, AUSTRALIA

SVITZER

- 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 Bunbury, effective from 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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. 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.

- 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.
- 18. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

FREMANTLE & KWINANA



TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

| VESSEL GROSS TONNAGE (GT) ² | < 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 | 1,358 | 2,632 | 3,426 | 3,787 | 4,795 | 5,207 | 5,618 | 6,056 | 6,403 | 7,364 | 8,469 | 9,741 | 11,200 | 12,880 | 14,812 | 2 |

SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

| | HOURLT KATE |
|--|-------------|
| SUNDRY SERVICE CHARGES – MINIMUM CHARGE OF FOUR (4) HOURS PER TUG ¹ | 2,399 |
| THIRD AND FOURTH TUG HIRE – MINIMUM CHARGE OF FOUR (4) HOURS PER TUG | 2,399 |
| ¹ Rates for services not addressed in this schedule are available upon request. | |
| ² If GT not supplied as per IHS Markit, GT to be calculated as 300% of DWT | |

| | OF THE TARIFF 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% |
| ADDITIONAL DECKHAND – FOR EVERY TWELVE (12) HOURS | 1,056 |
| 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

UKST

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

PORT MANAGER DETAILS:

ZOE GILL

PHONE: +61 439 657 428 EMAIL: ZOE.GILL@SVITZER.COM OF THE TABLET DATE

FREMANTLE & KWINANA FLEET AS OF 01 APRIL 2024

| | | TBP | TYPE | FIFI |
|-----------------|-----|-----|------|------|
| Svitzer Eagle | - | 65 | Z | F1 |
| Svitzer Falcon | - | 65 | Z | F1 |
| Svitzer Emma | | 79 | Z | F1 |
| Svitzer Rowan | | 73 | Z | F1 |
| Svitzer Redhead | 100 | 80 | Z | F1 |



FREMANTLE & KWINANA



SMALL TUGS IN AUD excl GST

| | FIXED RATE | DURATION (IN HOURS) |
|---|------------|------------------------|
| SMALL TUG / C-CLASS TUG – BERTHING / SAILING / SHIFTING ² | 2,648 | 3 |
| ADDITIONAL DECKHAND - MINIMUM FOUR (4) HOURS | 103 | 1 |
| ¹ For services requiring additional time in excess of the Maximum Time Duration, rates will be charged pro-rata per hour | · | |

SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

| | FIXED RATE |
|---|------------|
| ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT | 100% |

FREMANTLE & KWINANA FLEET AS OF 01 APRIL 2024

| | | ТВР | TYPE |
|----------------|---|-----|---------|
| Stirling Skate | - | 14 | C Class |
| Biggada | | 10 | C Class |

MAX. TIME¹

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

RETURN TO COVER

TERMS AND CONDITIONS

RATES PER 01 APRIL 2024

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

PORT MANAGER DETAILS:

ZOE GILL

PHONE: +61 439 657 428 EMAIL: ZOE.GILL@SVITZER.COM



2 OF 2 PAGES

PREVIOUS PAGE

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

TERMS AND CONDITIONS FREMANTLE & KWINANA, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





RATES PER TUG IN AUD excl GST

| | RATE PER GROSS TONNE (GT) OF THE VESSEL |
|---|---|
| ASSIST FROM SEA TO BERTH OR BERTH TO SEA | 0.209 |
| 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) | 0.205 |
| 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 | 0.112 |
| 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 | 0.110 |
| | RATE PER HOUR |

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 ship etc. 759

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

ALL VESSEL SIZES ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT1 1,465 ¹Determination of whether the order / cancellation / amendment fee will apply will be made by the harbour master after consultation with Svitzer Australia Pty Ltd.

GERALDTON FLEET AS OF 01 APRIL 2024

| | | TBP | TYPE | FIFI | OTHER |
|------------------|---|-----|------|------|-------|
| Svitzer Wilu | - | 71 | ZT | F1 | Е |
| Svitzer North | - | 71 | Z | | Е |
| Svitzer Abrolhos | | 71 | ZT | F1 | Е |

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

PORT MANAGER DETAILS:

ZOE GILL

PHONE: +61 439 657 428 EMAIL: ZOE.GILL@SVITZER.COM

RATES PER 01 APRIL 2024



TERMS AND CONDITIONS GERALDTON, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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

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.
- 19. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

PORT BONYTHON

TOWAGE TARIFF



RATES PER TUG IN AUD excl GST

MAX. TIME **DURATION**

| | | | | | | | | INHOURS |
|-------------------------------|---------|------------------|------------------|------------------|------------------|------------------|---------|---------|
| 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 | 15,747 | 19,281 | 20,788 | 22,547 | 24,127 | 24,434 | 28,096 | 2.5 |

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

| | OF THE TARIFF RATE |
|---|-------------------------------------|
| ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS | 25% |
| DEAD SHIP MOVEMENT | POA |
| PUSH-UP MOVEMENT (MINIMUM CHARGE OF TWO AND A HALF (2.5) HOURS) | 100% |
| ORDER / CANCELLATION / AMENDMENT- RECEIVED AFTER 16h00 THE DAY PRIOR TO JOB COMMENCEMENT BUT MORE THAN THREE (3) HOURS BEFORE JOB COMMENCEMENT ¹ | DISCRETION APPLIED UPON APPLICATION |
| ORDER / CANCELLATION / AMENDMENT – WITHIN THREE (3) HOURS OF JOB COMMENCEMENT ¹ | DISCRETION APPLIED UPON APPLICATION |
| STANDBY DURING IMPORT OPERATIONS (MAXIMUM TWO (2) CALENDAR DAYS) 2 | AUD 9,217 excl GST |
| STANDBY DURING EXPORT OPERATIONS (MAXIMUM THREE (3) CALENDAR DAYS) ² | AUD 13,825 excl GST |

¹Charges may apply (up to a maximum of 100% of the tariff rate in cases where the tug and crew have mobilized from the berth in Port Pirie). Discretion as to application rests with Svitzer considering the reasons behind the delay / cancellation.

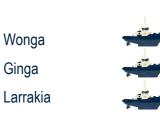
TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

STANDBY (AFTER TWO (2) OR THREE (3) DAYS RESPECTIVELY) - CHARGED PER CALENDAR DAY3

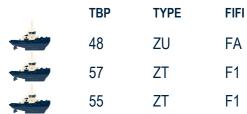
OPERATIONS (24 HOURS) WA CUSTOMER SERVICE CENTRE ADDRESS: PHONE: 1800 672 281 SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, **GENERAL ENQUIRIES** SOUTH FREMANTLE, WA, 6162, AUSTRALIA PHONE: 1800 672 281

NICOLE STANTON PHONE: +61 439 296 034

PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE PORT PIRIE FLEET AS OF 01 APRIL 2024



AUD 4,608 excl GST





RETURN TO COVER

EMAIL: WA.CONTROLLERS@SVITZER.COM

TERMS AND CONDITIONS

PORT MANAGER DETAILS:

EMAIL: NICOLE.STANTON@SVITZER.COM

RATES PER 01 APRIL 2024

²The charges for standby per vessel call cover a maximum of two (2) or three (3) calendar days depending on the cargo type. After that an additional day rate per calendar day applies.

³Additional day rate is applicable for each started calendar day and does not apply pro-rata.

TERMS AND CONDITIONS PORT BONYTHON

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

PORT PIRIE TOWAGE TARIFF



RATES PER TUG IN AUD 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 | 6,832 | 8,076 | 9,724 | 10,483 | 10,564 | 12,145 | 2 |

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

| | OF THE TARIFF RATE |
|--|--|
| ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS | 25% |
| DEAD SHIP MOVEMENT | 50% |
| STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ² | 35% PASSIVE (at wharf) / 50% Active (ex-wharf) |
| ORDER / CANCELLATION / AMENDMENT – RECEIVED AFTER 16h00 THE DAY PRIOR TO JOB COMMENCEMENT BUT MORE THAN TWO (2) HOURS BEFORE 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 prior to 16h00 the day prior; including revision of number of tugs or change to timing of job. | |

²An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

RETURN TO COVER

TERMS AND CONDITIONS

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

PORT MANAGER DETAILS: NICOLE STANTON PHONE: +61 439 296 034

EMAIL: NICOLE.STANTON@SVITZER.COM

PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

PORT PIRIE FLEET AS OF 01 APRIL 2024

Wonga

Larrakia

TYPE

ZU

ZΤ

ZT

FIFI

FΑ

F1

F1

EMAIL: WA.CONTROLLERS@SVITZER.COM RATES PER 01 APRIL 2024

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

TERMS AND CONDITIONS PORT PIRIE, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





RATES PER TUG IN AUD excl GST

MAX. TIME 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 – TUGS MOBILISED FROM PORT PIRIE | 41,859 | 43,062 | 45,104 | 46,902 | 48,958 | 51,187 | 2 |

¹Rates above will only apply if a Svitzer tug is required at Wallaroo which are inclusive of mobilisation surcharge of AUD 24,007

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

| | OF THE TARIFF RATE |
|--|---|
| ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS | 25% |
| DEAD SHIP MOVEMENT | 50% |
| STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) ¹ | 35% PASSIVE (at wharf) / 50% Active (ex-wharf) |
| ORDER / CANCELLATION / AMENDMENT - RECEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVEMENT | 25% |
| ORDER / CANCELLATION / AMENDMENT - WITHIN TWELVE (12) HOURS OF JOB COMMENCEMENT | 100% |
| | OF THE MOBILISATION RATE |
| CANCELLATION CHARGE ON MOBILISATION RATE - RECEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVEMENT | 25% |
| CANCELLATION CHARGE ON MOBILISATION RATE - WITHIN TWELVE (12) HOURS OF JOB COMMENCEMENT | 100% |
| ¹ An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to | equally split standby charges between vessels in the Port |

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

UKSTC

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA PORT MANAGER DETAILS: NICOLE STANTON PHONE: +61 439 296 034

EMAIL: NICOLE.STANTON@SVITZER.COM

RATES PER 01 APRIL 2024

PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

PORT PIRIE FLEET AS OF 01 APRIL 2024

| | | TBP | TYPE | FIFI |
|----------|----------|-----|------|------|
| Wonga | | 48 | ZU | FA |
| Ginga | | 57 | ZT | F1 |
| Larrakia | The same | 55 | ZT | F1 |



TERMS AND CONDITIONS WALLAROO, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

BRISBANE TOWAGE TARIFF

SVITZER

RATES PER TUG IN AUD excl GST

MAX.TIME DURATION IN HOURS

| VESSEL GROSS TONNAGE (GT) ² | < 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 | 4,440 | 5,864 | 7,167 | 7,837 | 8,438 | 8,708 | 8,994 | 9,407 | 9,525 | 9,626 | 11,070 | 12,729 | 2 |
| BERTHING / SAILING – JOB UPSTREAM, WEST OF GATEWAY BRIDGE | 7,828 | 9,254 | 10,555 | 11,224 | 11,828 | 12,098 | 12,384 | 12,797 | 12,913 | 13,016 | 14,460 | 16,119 | 3 |

OF THE TARIFF RATE

OF THE TARIFF RATE

ADDITIONAL RATES

| 785111010762107120 | OF THE FARIT RATE |
|---|-------------------|
| THIRD, FOURTH OR FIFTH RATE PER TUG | 150% |
| TOWAGE ASSISTANCE BEYOND M7 BUOY (West of Cowan Point) TO PORT LIMITS AND STS WORK ¹ | 100% |
| | |

¹This 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.

²If GT not supplied as per IHS Markit, GT to be calculated as 300% of DWT

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

| | Of the Data Total |
|---|--|
| ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS | 25% |
| STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) – PRO RATA AFTER TWO (2) HOURS ³ | 35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf) |
| ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)4 | 50% |
| DEAD SHIP MOVEMENT | 50% |
| ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ⁵ | 50% |
| ORDER / CANCELLATION / AMENDMENT – (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB COMMENCEMENT | 100% |

³An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

⁴Escort 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.

⁵Surcharge 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

UKSTC

RATES PER 01 APRIL 2024

EAST COAST CUSTOMER SERVICE CENTRE
ADDRESS: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS: CRAIG WORLING PHONE: +61 427 714 626

EMAIL: CRAIG.WORLING@SVITZER.COM

BRISBANE FLEET AS OF 01 APRIL 2024

| | | TBP | TYPE | FIFI |
|------------------|---|-----|------|------|
| Svitzer Colmslie | - | 72 | Z | FA |
| Svitzer Newstead | | 71 | Z | FA |
| Beltana | | 59 | Z | |
| Clontarf | | 62 | Z | |
| SL Murrumbidgee | - | 69 | Z | FA |



TERMS AND CONDITIONS BRISBANE, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

CAIRNSTOWAGE TARIFF



RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

| | 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 | > 40,000 | |
|---|-----------------------------|---------|-----------------|------------------|------------------|------------------|------------------|------------------|----------|---|
| BERTHING / SAILING | | 3,927 | 5,640 | 6,913 | 8,529 | 10,269 | 10,420 | 10,583 | 10,744 | 2 |
| SHIFTING AT THE SAME BERTH – % of berthing/sailing per tug | | | | | | | 2 | | | |
| SHIFTING BETWEEN DIFFERENT BERTHS – % of berthing/sailing per tug | | | | | | 2 | | | | |

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 TWO (2) HOURS OF JOB COMMENCEMENT | 50% |
| CANCELLATION / AMENDMENT - WITHIN ONE (1) HOUR OF JOBCOMMENCEMENT | 100% |
| ORDER - WITHIN TWENTY-FOUR (24) HOURS AND GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT | 50% |
| ORDER – WITHIN TWO (2) HOURS OF JOB COMMENCEMENT | 100% |
| ¹ If GT not supplied as per IHS Markit, GT to be calculated as 300% of DWT | |

FAR NORTH QUEENSLAND FLEET AS OF 001 JULY 2023

TWO TUGS STATIONED IN CAIRNS

| | | TBP | TYPE | FIFI |
|----------|----------------|-----------|----------|------|
| Tarcoola | | 48 | ZT | FA |
| Wajarri | | 47 | ZT | FA |
| | TWO TUGS STATI | ONED IN M | OURILYAN | |
| | | TBP | TYPE | FIFI |
| Gabo | | 41 | ZU | FA |
| Woona | | 49 | ZU | FA |

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

RATES PER 001 JULY 2023

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

PHONE: 1800 804 186
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:

DANIEL WADE PHONE: +61 450 099 158

EMAIL: DANIEL.WADE@SVITZER.COM



TERMS AND CONDITIONS CAIRNS, AUSTRALIA

SVITZER

- 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 001 JULY 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





MAX. TIME DURATION IN HOURS

RATES PER TUG IN AUD excl GST

| | ALL VESSEL SIZES | |
|-------------------------------|------------------|---|
| BERTHING / SHIFTING / SAILING | 20,875 | 2 |

ADDITIONAL RATES PER TUG

| FROM THIRD TUG | POA |
|----------------|-----|
|----------------|-----|

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

| | OF THE TARIFF RATE |
|--|---------------------------------------|
| 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% |
| | · · · · · · · · · · · · · · · · · · · |

¹An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

RATES PER 01 APRIL 2024

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

EDEN FLEET AS OF 01 APRIL 2024

| | TBP | TYPE | FiF |
|---|-----|------|-----|
| - | 48 | ZU | |
| | 49 | ZU | FA |

Walan

Cooma



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.

EDENLINES TARIFF



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 | 6,643 | 4 |
| LAUNCH & UNMOORING | 6,643 | 4 |
| MULTI-PURPOSE & NAVY WHARF (LOG/GENERAL CARGO BERTH) AND BREAK WATER WHARF | | |
| LAUNCH & MOORING | 3,947 | 4 |
| LAUNCH & UNMOORING | 3,947 | 4 |
| EDEN CRUISE WHARF | | |
| LAUNCH & MOORING | 5,198 | 4 |
| LAUNCH & UNMOORING | 4,573 | 4 |
| * Mooring and Unmooring services are inclusive of all launch, Master/s, Deckhand/s and lines crew | | |
| LAUNCH SERVICES (INCLUDING DRIVER & DECKHAND) | 1,447 | 4 |
| ADDITTIONAL LINES CREW MEMBER/DECKHAND/HARBOUR WORK | 626 | 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 DURATION IN HOURS |
|---|-------------|--------------------------------|
| FORKLIFT HIRE (INCLUDING DRIVER) – CHARGED PER HOUR | 269 | 1 |
| INDOOR/OUTDOOR STORAGE | POA | |
| OFFICE SPACE HIRE | POA | |

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

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

2 OF 2 PAGES PREVIOUS PAGE

TERMS AND CONDITIONS EDEN, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





RATES PER TUG IN AUD excl GST

MAX. TIME **DURATION** IN HOURS

| | | | | | | | | | | 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 | 7,101 | 7,695 | 8,098 | 8,414 | 8,617 | 9,137 | 9,580 | 10,030 | 10,596 | 2 |

OF THE TARIFF RATE

SURCHARGES

| | OF THE TAKIFF KATE |
|--|--|
| 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 JOB COMMENCEMENT | 100% |

¹An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

GEELONG FLEET AS OF 01 APRIL 2024

| | TBP | TYPE | FIFI |
|-------------------|-----|------|------|
| Svitzer Albatross | 72 | Z | F1 |
| Svitzer Harrier | 70 | Z | F1 |

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:**

SIMON RIDDLE PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM

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 AND CONDITIONS GEELONG, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





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 | |
|--|---|------------------|------------------|------------------|------------------|---------|---|
| BERTHING / SAILING | 27,692 | 32,218 | 39,808 | 46,364 | 46,829 | 49,174 | 2 |
| SHIFTING AT THE SAME BERTH – % of berthing/sailing per tug | 50% OF THE TARIFF RATE FOR ALL VESSEL SIZES | | | 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 10,850

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 VESS EL SIZES |
|---|-----------------------|
| STANDBY PER TUG PER 8 HOUR BLOCK APPLIES AFTER FIRST 24 HOURS (PER TUG) | 4,380 |

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

RETURN TO COVER

TERMS AND CONDITIONS

RATES PER 01 JULY 2023

OPERATIONS (24 HOURS) PHONE: 1800 804 186 **GENERAL ENQUIRIES** PHONE: 1800 804 186

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:**

DANIEL WADE PHONE: +61 450 099 158

EMAIL: DANIEL.WADE@SVITZER.COM

TWO TUGS STATIONED IN CAIRNS

FAR NORTH QUEENSLAND FLEET AS OF 01 JULY 2023

| | | TBP | TYPE | FIFI |
|----------|-----|-----|------|------|
| Tarcoola | | 48 | ZT | FA |
| Wajarri | 100 | 47 | ZT | FA |

TWO TUGS STATIONED IN MOURILYAN

| | | TBP | TYPE | FIF |
|-------|--------|-----|------|-----|
| Gabo | - | 41 | ZU | FA |
| Woona | Tank . | 49 | ZU | FA |



TERMS AND CONDITIONS LUCINDA, AUSTRALIA

SVITZER

- 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 01 JULY 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

MELBOURNE TOWAGE TARIFF



RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

| VESSEL GROSS TONNAGE (GT | (10,000 | 10,001 | 20,001 | 30,001 | 40,001 | 50,001 | 60,001 | 70,001 | 80,001 | 90,001 | 100,001 | > 110,000 | |
|-------------------------------|-------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|-----------|---|
| | , , , , , , | 20,000 | 30,000 | 40,000 | 50,000 | 60,000 | 70,000 | 80,000 | 90,000 | 100,000 | 110,000 | , | |
| BERTHING / SHIFTING / SAILING | 6,286 | 7,412 | 8,269 | 8,456 | 8,754 | 8,812 | 8,854 | 8,910 | 9,356 | 9,843 | 11,320 | 13,016 | 2 |

OF THE TABLET DATE

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 JOB COMMENCEMENT | 100% |
| | |

¹An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

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

RETURN TO COVER

TERMS AND CONDITIONS

UKST

OPERATIONS (24 HOURS)
PHONE: 1800 133 022
GENERAL ENQUIRIES
PHONE: 1800 133 022

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:

SIMON RIDDLE PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM

MELBOURNE FLEET AS OF 01 APRIL 2024

| | | TBP | TYPE | FIFI |
|--------------------|---|-----|------|------|
| Svitzer Marysville | - | 68 | Z | FA |
| Svitzer Otway | - | 70 | ZT | F1 |
| Svitzer Eureka | - | 71 | ZT | F1 |
| SL Daintree | - | 68 | Z | FA |
| Tingari | - | 60 | Z | |



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 AND CONDITIONS MELBOURNE, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

MOURILYAN TOWAGE TARIFF



RATES PER TUG IN AUD excl GST

MAX. TIME **DURATION IN HOURS**

| VESSEL GROSS TO | ONNAGE (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 | 19,444 | 22,132 | 25,061 | 26,749 | 27,807 | 30,632 | 30,933 | 31,246 | 31,562 | 33,138 | 2 |
| SHIFTING AT SAME BERTH – % of berthing/sailing per tug | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 2 |

OF THE TARIFF RATE

MOBILISATION RATE PER TUG

FOR ALL VESSEL SIZES TUG MOBILISED FROM CAIRNS TO MOURILYAN – IF TUG NOT AVAILABLE IN MOURILYAN DUE TO SHIPPING ACTIVITIES 7,781

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

| | • <u> </u> |
|--|------------|
| ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS | 25% |
| DEAD SHIP MOVEMENT | 100% |
| LATE ORDER – WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT | 100% |

| | FOR ALL VESSEL SIZES |
|--|----------------------|
| CANCELLATION / AMENDMENT - WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT | 4,493 |

FAR NORTH QUEENSLAND FLEET AS OF 01 JULY 2023

TWO TUGS STATIONED IN CAIRNS

| | | TBP | TYPE | FIFI |
|----------|---|-----|------|------|
| Tarcoola | - | 48 | ZT | FA |
| Wajarri | | 47 | ZT | FA |

TWO TUGS STATIONED IN MOURILYAN

| | | TBP | TYPE | FII |
|-------|---|-----|------|-----|
| Gabo | - | 41 | ZU | FA |
| Woona | - | 49 | ZU | FA |

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: STHQLD.CONTROLLERS@SVITZER.COM EAST COAST CUSTOMER SERVICE CENTRE **ADDRESS:** SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA **PORT MANAGER DETAILS:**

DANIEL WADE PHONE: +61 450 099 158

EMAIL: DANIEL.WADE@SVITZER.COM

RATES PER 01 JULY 2023



TERMS AND CONDITIONS MOURILYAN, AUSTRALIA

SVITZER

- 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 01 JULY 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

NEWCASTLE TOWAGE TARIFF

SVITZER

MAX. TIME DURATION IN HOURS

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 | | 6,019 | n/a | n/a | n/a | n/a | n/a | n/a | n/a | | 2.5 |
| PORT CALL - LOA FROM 130.01 TO 200,00METRES | | 12,003 | 13,979 | 17,491 | 18,254 | 19,752 | 21,195 | 22,591 | 24,104 | | 2.5 |
| | 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 | | 33,022 | 35,327 | 37,272 | 40,762 | 42,922 | 45,218 | 47,761 | 52,392 | 54,930 | 2.5 |
| | 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 | | 50,873 | 53,240 | 58,486 | 60,263 | 63,446 | 66,958 | 69,890 | 72,751 | | 2.5 |
| SHIFTING % OF ABOVE RATES ACCORDING TO SIZE | | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | | 2.5 |

| SURCHARGES (IN ADDITION TO THE TARIFF RATE) | OF THE PORT CALL RATE |
|--|---|
| PASSIVE ESCORT | 20% |
| TANKER VESSELS REQUIRING AN ACTIVE ESCORT TUG | 25% |
| DEAD SHIP MOVEMENT | 0% |
| ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT ¹ | 25% |
| ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT | 50% |
| | PRO RATA OF THE PORT CALL RATE ³ |

| ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS (PER TUG) | 25% |
|---|-------------|
| | HOURLY RATE |
| STANDBY PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS ² | 5,141 |
| PUSH-UP PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS ² | 10,281 |
| | · |

¹Surcharge 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

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

RETURN TO COVER

TERMS AND CONDITIONS

UKST(

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

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:

LAUREN MUNRO PHONE: +61 417 333 422

EMAIL: LAUREN.MUNRO@SVITZER.COM

NEWCASTLE FLEET AS OF 01 APRIL 2024

| | TBP | TYPE | FIFI | OTHER |
|------------------|-----|------|------|-------|
| Svitzer Myall | 69 | Z | F1 | Е |
| Svitzer Maitland | 70 | Z | F1 | Е |
| PB Plenty | 68 | Z | FA | |
| PB Murray | 69 | Z ZT | FA | |
| PB Darling | 68 | ZT | FA | |
| Svitzer Marloo | 59 | ZT | FA | |
| Svitzer Kiama | 61 | ZT | F1 | |
| Svitzer Glenrock | 86 | Z | | , E |
| Svitzer Newton | 70 | ZT | | |
| | | | | |

²Late booking surcharge not applicable - An Active Standby is when the tug leaves the tug base, and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

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

NEWCASTLE LINES TARIFF



MAX. TIME DURATION IN HOURS

| | | | _ | | | 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 | 2,782 | 3,243 | 4,396 | 5,088 | 7,594 | 2 |
| UNMOORING – AUD excl. GST | 1,873 | 2,308 | 2,782 | 3,446 | 5,088 | 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 | | | 4,813 | 5,503 | 6,685 | 2 |
| UNMOORING – AUD excl. GST | | | 2,969 | 3,446 | 4,396 | 2 |
| 6 BHP BERTH – VESSEL LOA | <150.00 | | | | | |
| MOORING – AUD excl. GST | 2,293 | | | | | 2 |
| UNMOORING – AUD excl. GST | 1,545 | | | | | 2 |
| CHANNEL BERTH - VESSEL LOA | | | <200.00 | 200.01 250.00 | >250.01 | |
| MOORING - AUD escl. GST | | | 4,813 | 6,685 | 7,925 | 2 |
| UNMOORING – AUD excl. GST | | | 2,969 | 4,396 | 5,088 | 2 |
| WORKBOAT HIRE INSIDE HABOUR – AUD excl. GST | 346 | | | | | 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

ADDITIONAL TIME - CHARGED IN 15 MINUTE INCREMENTS

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

OF THE TARIFF RATE

25%

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:**

LAUREN MUNRO PHONE: +61 417 333 422

EMAIL: LAUREN.MUNRO@SVITZER.COM

TERMS AND CONDITIONS NEWCASTLE, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 20. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

PORT KEMBLA TOWAGE TARIFF



RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

| 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 | 2,765 | 3,477 | 4,394 | 5,233 | 6,245 | 7,048 | 8,034 | 8,342 | 9,785 | 10,819 | 11,896 | 13,950 | 16,041 | 18,447 | 21,213 | 2 |

OF THE TARIFF RATE

ADDITIONAL RATES PER TUG

| | VI IIIE IAMIII IMIE |
|------------|---------------------|
| 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-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 JOB COMMENCEMENT | 100% |
| VOLUME BASED SURCHARGE (VBS) – APPLICABLE TO ALL TOWAGE SERVICES | |

¹An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

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

PORT KEMBLA FLEET AS OF 01 APRIL 2024

| | | TBP | TYPE | FIFI | OTHER |
|------------------|-------|-----|------|------|-------|
| Svitzer Ruby | | 85 | Z | F1 | Е |
| Svitzer Bass | | 72 | ZT | FA | |
| Svitzer Flinders | 73.85 | 66 | ZT | FA | |



1 OF 2 PAGES NEXT PAGE

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 – unless amending from three (3) tugs to two (2) tugs, in which case the surcharge will apply

PORT KEMBLA

LINES TARIFF

SVITZER

MAX. TIME DURATION IN HOURS

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) | 2,140 | 2,786 | 3,490 | 4,605 | 5,818 | 2 |
| UNMOORING (INCLUDING LAUNCH AND LINES CREW) | 1,451 | 1,868 | 2,327 | 3,076 | 3,889 | 2 |
| MOORING – BERTH 201 (INCLUDING LAUNCH AND LINES CREW) | 5,818 | 5,818 | 5,818 | 5,818 | 5,818 | 2 |
| UNMOORING – BERTH 201 (INCLUDING LAUNCH AND LINES CREW) | 3,889 | 3,889 | 3,889 | 3,889 | 3,889 | 2 |
| LAUNCH HIRE ONLY (NO. 1 BULK & NO. 2 BULK BERTHS) | 1,005 | 1,005 | 1,005 | 1,005 | 1,005 | 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
ON PERTUSANDER AND STANDER AND STAND

OIL BERTH STANDBY LAUNCH - Standby Launch at 201 is charged at \$309 per hour for the first 12 hours and then \$262 per hour after that

OTHER SERVICES

| Н | 0 | UF | ₹L | Υ | R/ | ٩T | Ε |
|---|---|----|----|---|----|----|---|
| | | | | | | | |

| WORKBOAT HIRE - INSIDE HARBOUR | 309 |
|--------------------------------|-----|
| WORKBOAT HIRE - OUTSIDE HABOUR | 475 |

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

UKST

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



TERMS AND CONDITIONS PORT KEMBLA, AUSTRALIA

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 22. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

PORT OF HASTINGS - WESTERNPORT



TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

MAX. TIME **DURATION IN HOURS**

| 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 | 17,946 | 19,486 | 21,042 | 23,001 | 26,077 | 27,425 | 29,639 | 32,885 | 4 |
| SHIFTING | 100% OF THE TARIFF RATE FOR ALL VESSEL SIZES | | | | | | | | |

ADDITIONAL RATE PER TUG

FOR ALL VESSEL SIZES

| THIRD TUG / FOURTH TUG | POA |
|-------------------------|-------|
| 111112 10071 0011111100 | . 57. |

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% |
| | |

¹An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in

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:

PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM

SIMON RIDDLE

PORT OF HASTINGS FLEET AS OF 01 APRIL 2024

FIFI F1 Svitzer Oryx F1 Svitzer Lynx



²Rate of 100% will apply for the first two (2) hours, then 150% per hour from two (2) hours

TERMS AND CONDITIONS PORT OF HASTINGS - WESTERNPORT

SVITZER

- 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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

SYDNEY - GORE COVE

TOWAGE TARIFF



RATES PER TUG IN AUD excl GST

MAX. TIME DURATION **IN HOURS**

| | ALL VESSEL SIZES | |
|-------------------------------|------------------|-----|
| BERTHING / SHIFTING / SAILING | 20,083 | 3.5 |

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

| OF | THE | TAR | IFF | RA [*] | ΓΕ |
|----|-----|-----|-----|-----------------|----|
| | | | | | |

| ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS | 25% |
|--|--|
| STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF FOUR (4) 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 JOB COMMENCEMENT | 100% |

¹An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in

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

SYDNEY FLEET AS OF 01 APRIL 2024

| | | TBP | TYPE | FIFI |
|------------------|--|-----|------|------|
| Elwing | 7 180 | 67 | Z | FA |
| Bullara | 725 | 65 | Z | |
| Willara | 798 | 47 | Z | |
| Swift | | 65 | Z | F1 |
| Svitzer Meringa | - | 70 | Z | F1 |
| Svitzer Warrawee | | 61 | Z | FA |
| Svitzer Warang | The state of the s | 57 | Z | FA |
| Svitzer Waratah | 7 100 | 59 | Z | FA |
| Svitzer Maria | 7 | 67 | Z | FA |

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

RETURN TO COVER

TERMS AND CONDITIONS

RATES PER 01 APRIL 2024

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

PHONE: +61 421 083 113

EMAIL: RENEE.CONNOLLY@SVITZER.COM



TERMS AND CONDITIONS SYDNEY – GORE COVE

SVITZER

- 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 01 APRIL 2024 Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 20. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

SYDNEY - PORT BOTANY

SVITZER

TOWAGE TARIFF

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 | 80,001 90,000 | 90,001 100,000 | 100,001 110,000 | .440.000 | |
|---|--------------------------|---------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|--------------------|----------|---|
| BERTHING / SAILING / SHIFTING | | 5,180 | 6,394 | 6,515 | 6,972 | 7,210 | 7,414 | 7,696 | 8,059 | 8,344 | 8,712 | 9,102 | 10,453 | 2 |
| KURNELL 3 BERTHING / SAILING / SHIFTING | | 8,800 | 10,015 | 10,136 | 10,592 | 10,829 | 11,034 | 11,319 | 11,679 | 11,964 | 12,333 | 12,723 | 14,073 | 3 |
| PORT BOTANY ACCESS LEVY (in effect as of 001 JULY 2020) | | AUD 78 | PER TUG | • | | | | • | | | • | | | |

EOD ALL VESSEL SIZES

ADDITIONAL RATES PER TUG

| | FOR ALL VESSEL SIZES |
|------------|----------------------|
| THIRD TUG | 14,851 |
| FOURTH TUG | 18,867 |

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

| OF THE TARIFF RATE |
|--|
| 25% |
| 35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf) |
| 50% |
| 50% |
| 50% |
| 100% |
| |

¹An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

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

RETURN TO COVER

TERMS AND CONDITIONS

UKST

RATES PER 01 APRIL 2024

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:

RENEE CONNOLLY PHONE: +61 421 083 113

EMAIL: RENEE.CONNOLLY@SVITZER.COM

SYDNEY FLEET AS OF 01 APRIL 2024

| | | TBP | TYPE | FIFI |
|------------------|-----|-----|------|------|
| Elwing | - | 67 | Z | FA |
| Bullara | | 65 | Z | |
| Willara | 7 | 47 | Z | |
| Swift | | 65 | Z | F1 |
| Svitzer Meringa | 735 | 70 | Z | F1 |
| Svitzer Warrawee | | 61 | Z | FA |
| Svitzer Warang | - | 57 | Z | FA |
| Svitzer Waratah | | 59 | Z | FA |
| Svitzer Maria | | 67 | Z | FA |
| | | | | |

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 AND CONDITIONS PORT BOTANY, AUSTRALIA

- The schedule of rates outline the services
 Dead ship is applicable when services (whether secured provided, charges, terms and conditions for the safe and with towline or not) are provided to vessels, not in distress, indirect
 - 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

efficient arrival, shifting or departure of ships at Port Botany,

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

effective from 01 APRIL 2024.

- 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.

- 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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

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

SVITZER

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.

supplied again, as determined by the Tugowner.

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

SYDNEY - PORT JACKSON (EXCL GORE COVE)



TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

MAX. TIME DURATION 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 | 8,137 | 8,919 | 9,922 | 10,970 | 11,734 | 11,863 | 12,081 | 12,316 | 14,163 | 16,286 | 2 |

ADDITIONAL RATES PER TUG

| | FOR ALL VESSEL SIZES |
|-----------|----------------------|
| THIRD TUG | 19,126 |

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 FOUR (4) 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 JOB COMMENCEMENT | 100% |
| | |

¹An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

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:

RENEE CONNOLLY PHONE: +61 421 083 113

EMAIL: RENEE.CONNOLLY@SVITZER.COM

SYDNEY FLEET AS OF 01 APRIL 2024

| | ТВР | TYPE | FIFI |
|------------------|-----|------|------|
| Elwing | 67 | Z | FA |
| Bullara 🛁 | 65 | Z | |
| Willara | 47 | Z | |
| Swift | 65 | Z | F1 |
| Svitzer Meringa | 70 | Z | F1 |
| Svitzer Warrawee | 61 | Z | FA |
| Svitzer Warang | 57 | Z | FA |
| Svitzer Waratah | 59 | Z | FA |
| Svitzer Maria | 67 | Z | FA |

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

SVITZER

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 01 APRIL 2024.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) 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 (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin 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:

- 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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 100 | AUD 110 | AUD 120 | AUD 130 | AUD 140 | AUD 150 | AUD 160 | AUD 170 | AUD 180 | AUD 190 | AUD 200 | AUD 210 | AUD 220 | AUD 230 | AUD 240 | AUD 250 |
|---------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| BUNKER ADJUSTMENT FACTOR (BAF) | AUD 127 | AUD 149 | AUD 171 | AUD 193 | AUD 215 | AUD 237 | AUD 260 | AUD 282 | AUD 304 | AUD 326 | AUD 348 | AUD 370 | AUD 392 | AUD 414 | AUD 436 | AUD 458 |

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 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 changes to the Australian fuel tax credit scheme, 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 |



RETURN TO COVER

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

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

- (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.

9.

- (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.