

TARIFF OF CHARGES FOR SERVICES RENDERED BY PORT-HOL S.A.
In force from 01-02-2008.

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2. Information and General Provisions.

- 2.1. This Tariff of Charges hereafter called the tariff regulates the rules concerning charges for services rendered by Port-Hol S.A.
- 2.2. Port-Hol S.A. receives charges in accordance with the tariff for the following services:
 - 2.2.1. Tug escort;
 - 2.2.2. Renting of floating equipment;
 - 2.2.3. Mooring and unmooring floating equipment;
 - 2.2.4. Overseeing of moored vessels;
 - 2.2.5. Supply of utilities;
 - 2.2.6. Other services ordered by customers and accepted by Port-Hol S.A.
- 2.3. The following additional charges are calculated for services rendered on holidays:
 - 2.3.1. 60% of basic charge on Saturdays;
 - 2.3.2. 80% of basic charge on Sundays and other holidays.
- 2.4. Additional charges are calculated in cases when at least 50% of the service took place on holidays. For purposes; it is assumed that holidays last from 08.00 pm on the previous day to 08.00 pm the holiday.
- 2.5. Holidays are:
 - 2.5.1. The New Year, 1st of January;
 - 2.5.2. Easter Sunday;
 - 2.5.3. Easter Monday;
 - 2.5.4. National Holiday, 1st of May;
 - 2.5.5. Third of May National Holiday, 3rd of May;
 - 2.5.6. Pentecost, 18th of May;
 - 2.5.7. Corpus Christi, 22nd of May;
 - 2.5.8. The Assumption Day, 15th of August;
 - 2.5.9. All Saints Day, 1st of November;
 - 2.5.10. National Independence Day, 11th of November;
 - 2.5.11. Christmas Eve, 24th of December from 03.00 pm;
 - 2.5.12. Christmas Day, 25th of December;
 - 2.5.13. Boxing Day, 26th of December;
 - 2.5.14. New Year's Eve, 31st of December from 03.00 pm.
- 2.6. Tug services are subject to General Provisions of Tug Escort Port-Hol S.A. which is an annex to the tariff.
- 2.7. Tonnage, dock and passenger charges are calculated by Szczecin and Świnoujście Seaports Authority on the basis of current "Tariff of Port Charges".

3. Tariffs and Calculations Used.

- 3.1. Charges mentioned in the tariff are binding only if parties made no other arrangements concerning calculations in separate contracts and agreements.
- 3.2. The currency of the charges is €(EURO).
- 3.3. The charges are converted into other currencies on the basis of the National Bank of Poland's tables concerning average exchange rates for the day when the service was finished.
- 3.4. VAT tax is added to the tariff rates. VAT rates are in accordance with the regulations binding for the day when the service was finished.
- 3.5. Minimum amount of an invoice is €10 (EURO).
- 3.6. All charges expressed in percent are calculated on the basis of tariff rates.
- 3.7. Obligation to settle the bill for rendered services comes into being when an order is placed.
- 3.8. Amounts due should be paid by the customer immediately after the invoice is received, not later than 14 days from the invoice date. Statutory interest will be calculated should the payment be delayed.

- 3.9. Port-Hol S.A. reserves the right to demand securing the payment for transactions.
- 3.10. The basis for calculation of charges for tug escort within Świnoujście Seaport is Gross Tonnage (GT).
- 3.11. The basis for calculation of hourly charges for operation of floating equipment is the time of operation from departure to arrival to the port.
- 3.12. The basis for calculation of charges for mooring services is Gross Tonnage (GT).
- 3.13. The bases for calculation of charges for overseeing of moored vessels are the occupied mooring length and the period of mooring.
- 3.14. Bases for calculation of charges for utilities are as follows:
 - 3.14.1. Electric power - measuring device readings;
 - 3.14.2. Technical water - m³ taken up.

Gross Tonnage (GT) is determined in accordance with the current vessel's international tonnage certificate issued on the basis of the "International Convention on Tonnage Measurement of Ships" of 1969. 1 BRT = 1 GT conversion factor is assumed for calculation of charges in the case of vessels with a BRT tonnage certificate. Data of Lloyd's Register of Ships concerning tonnage of vessels are the basis for calculations in controversial cases.

4. Tug Escort.

- 4.1. Tug escort as defined in the tariff means towing vessels to and from wharfs within Świnoujście Seaport.
- 4.2. Charges for tug escort:
- 4.3. Towing to and from wharfs – €0,23 per GT;
- 4.4. Towing between wharfs – €0,30 per GT;
- 4.5. Towing between places within a single wharf – €0,23 per GT;
- 4.6. Additional charge of 10% of the 1 hour rate is calculated for stoppage of a tug boat which lasts more than 1 hour.
- 4.7. Additional charge of 20% of the basic rate is calculated for operation in icy conditions;
- 4.8. Additional charge of 40% of the basic rate is calculated for towing vessels without a working engine;
- 4.9. Charges for towing operations which are discontinued will be calculated on the basis of quotient of real towing distance and assumed towing distance. However, the charge will not be lower than 50% of the originally assumed amount for towing calculated in accordance with the tariff.
- 4.10. Charges for vessels with Gross Tonnage below 1 000 GT are calculated like in the case of 1 000 GT vessels.
- 4.11. Charges for vessels with Gross Tonnage over 45 000 GT are calculated like in the case of 45 000 GT vessels.

5. Renting of Floating Equipment.

5.1. Tug Boats:

Name of Vessel	Power (HP)	Bollard Pull	Rate for the First Started Hour (€)	Rate for Each Next Started 0,5Hour (€).
URAN	4520	55	500	250
ATLANT	2500	34	400	200
ARGUS	2500	34	400	200
SAMSON	1500	18	300	150

5.2. Floating Cranes:

Name of Vessel	Hosting Capacity (t)	Rate for the First Started Hour (€)	Rate for Each Next Started 0,5Hour (€).
DP-ZPS-Ś-6	16	240	120

5.3. Mooring Motor Boat:

Name of Vessel	Hosting Capacity (t)	Rate for the First Started Hour (€)	Rate for Each Next Started 0,5Hour (€).
CUMOWNIK 6	60	40	20

- 5.4. An additional charge of 20% of the basic rate is calculated for operation in icy conditions.
- 5.5. An additional charge of 40% of the basic rate is calculated for tug escort of vessels without a working engine.

6. Mooring Services.

- 6.1. The obligation to use mooring services is determined and issued by the Director of Maritime Office in Szczecin.
- 6.2. Charge for mooring and unmooring sea, port and inland vessels is €0,04 per vessel's GT.
- 6.3. Should a delay caused by a vessel last longer than 1 hour, 25% of the charge mentioned in Item 6.2 is calculated for each started hour of waiting of the ordered mooring men.
- 6.4. The same charge (Item 6.3.) is calculated for a cancelled mooring if the ordered mooring men arrived on site.

7. Overseeing of Moored Vessels.

- 7.1. Overseeing of moored vessels is carried out from wharf by a Port-Hol S.A. employee or another person operating on the basis of an agreement with Port-Hol S.A. and with the use of the wharf's CCTV system.
- 7.2. Employees overseeing vessels moored to wharfs are not keeping watch as defined by Seaport Regulations and the Maritime Code.
- 7.3. Overseeing wharfs and moored vessels is not ship protection as defined by ISPS Code.
- 7.4. The captain of a vessel moored to and using wharf is liable for obeying port, environment protection and public order regulations and for assuring appropriate supervision over the vessel and crew during stop at the port.
- 7.5. Charges for overseeing of moored vessels are calculated per linear metre of the occupied mooring length (vessel length plus 10%) and each started hour of stop on the basis of the following rates:
 - 7.5.1. Vessels occupying up to 99,9 lm of mooring length – 0,10 €;
 - 7.5.2. Vessels occupying from 100 to 149,9 lm of mooring length – 0,15 €;
 - 7.5.3. Vessels occupying more than 150 lm of mooring length – 0,25 €.
- 7.6. Stop period is calculated from mooring to unmooring.

8. Supply of Utilities.

- 8.1. Charges for supply of utilities to vessels is calculated on the basis of the following rates:
 - 8.1.1. Connecting or disconnecting electric power – €10;
 - 8.1.2. Supplied electric power – €0,20 per 1 kWh;
 - 8.1.3. Technical water – €5,00 per m³.

9. Customer's Obligations.

- 9.1. The Customer is obliged to put forward a written order, obey regulations of the tariff and prompt payments of amounts due for services rendered.
- 9.2. The Customer shall assure the possibility of safe rendering of the ordered services in every aspect. This primarily means obeying all legal requirements and conditions concerning the order.
- 9.3. The Customer is obliged to assure suitable conditions for transmitting commands between persons operating in the name of and on behalf of the customer and the person operating in the name of and on behalf of Port-Hol S.A. when the services are being rendered.

10. Ordering Services.

- 10.1. Orders are received in writing.
- 10.2. Port-Hol S.A. Dispatcher makes the decision on acceptance of orders.
- 10.3. By placing an order for services the customer accepts the regulations of the tariff without further confirmation.

- 10.4. An order should include:
 - 10.4.1. Vessel's name;
 - 10.4.2. Vessel's type and parameters (total length, maximum width, draught during rendition of services by Port-Hol S.A.);
 - 10.4.3. Gross Tonnage (GT);
 - 10.4.4. Type of the ordered service (amount and type of cargo in case of handling services as well as place and destination);
 - 10.4.5. Names of shipowner, charterer and agent – with indication of the party paying for the ordered services.
- 10.5. The vessel's agent should have a written shipowner's authorization to act on his behalf or the charterer's behalf and secure due payments for Port-Hol S.A. before the vessel leaves the port.
- 10.6. Time for placing orders.
 - 10.6.1. Orders should be placed 12 hours before services are to be rendered at the latest.
 - 10.6.2. Orders should be finally confirmed 6 hours before services are to be rendered.
- 10.7. Cancelling and postponing realization of orders.
 - 10.7.1. Cancelling orders should take place 4 hours before initial time when services were to be rendered at the latest.
 - 10.7.2. Postponing realization of ordered services should be reported to Port-Hol S.A. Dispatcher 4 hours before initial time when services were to be rendered at the latest.
 - 10.7.3. Should services be cancelled or postponed the customer will bear the costs of preparations and waiting of work crews and equipment operators if he failed to meet the conditions mentioned in Items 10.6.1 and 10.6.2.

11. Customer's Liability.

- 11.1. The customer is liable for damages to Port-Hol S.A.'s equipment and persons operating it unless he proves that the damage resulted from intentional guilt or gross negligence of Port-Hol S.A. or persons operating the equipment.
- 11.2. The customer is liable for damages to third parties or other objects being part of the tow boat-vessel unit during rendition of services unless he proves that the damage was caused by circumstances unrelated to the customer.
- 11.3. The burden of proof relating to damages resulting from intentional guilt or gross negligence of Port-Hol S.A. or damages caused by circumstances unrelated to the customer lies with the customer.
- 11.4. Should equipment belonging to Port-Hol S.A. be excluded from use due to customer's actions, Port-Hol S.A. will be entitled to calculate stipulated penalties for each stoppage day. The penalties are as follows:
 - 11.4.1. Tug boat – €3000;
 - 11.4.2. Floating crane – €1500;
 - 11.4.3. Mooring motor boat – €200.
- 11.5. The above provision does not infringe Port-Hol S.A.'s right to demand compensation higher than the penalty.
- 11.6. The customer is liable for entering the correct data in the order and primarily for all damages caused by incorrect or insufficient data in the order or provided elsewhere. The customer is liable for damages caused by his employees and authorized persons.
- 11.7. The customer is liable for damages caused by incorrect data concerning weight, type or physical properties of cargo and other data necessary for correct rendition of services.

12. Port-Hol S.A.'s Liability.

- 12.1. Port-Hol S.A. is obliged to render ordered and accepted services in accordance with arranged conditions and to care for entrusted possessions.
- 12.2. Port-Hol S.A.'s liability is limited to damages suffered by customers caused by a proven intentional guilt or gross negligence of Port-Hol S.A.
- 12.3. Port-Hol S.A. is liable for delay or cancelling of service rendition if such liability was accepted in an agreement.

- 12.4. Port-Hol S.A. may refuse rendition of an ordered service if conditions or subject of the service is not in accordance with the data provided by the customer.
- 12.5. Port-Hol S.A. is entitled to stopping rendition of a service if continuing of the rendition is dangerous for personnel or possessions.
- 12.6. In each case when damage is caused by Port-Hol S.A., the company has the right to limit the liability in accordance with the Convention on Limitation of Liability for Maritime Claims (London 1976, as amended) and relevant regulations of international conventions and Polish regulations.
- 12.7. Port-Hol S.A. is not liable for:
 - 12.7.1. Damages being loss of profits which could have been gained had the damage not been done;
 - 12.7.2. Damages and/or losses caused by natural disasters or other force majeure or caused by a strike, lockout or other similar actions of employees or cooperants;
 - 12.7.3. Results of orders or actions of national and local administration;
 - 12.7.4. Results of entering incorrect data by customers;
 - 12.7.5. Possible damages caused by necessary actions to which Port-Hol S.A. was obliged for own safety.

13. Complaints.

- 13.1. Complaints are received in writing at Port-Hol S.A.'s seat.
- 13.2. Upon completion of a service Port-Hol S.A. will issue a document confirming rendition of the service. If the customer enters no reservations in the document, it means that the services were rendered in accordance with the agreement and good maritime practices.
- 13.3. All damages should be reported formally immediately after they appeared or immediately after a service is completed. The protocol should be signed by a Port-Hol S.A. representative.

14. General Conditions of the Assistance of Tugs for Sea-Going Ships

- 14.1. Irrespective of whether ships and/or other watercrafts are manned or not, or whether crew is ensured by Owners of a ship or watercraft, or Owners of a tug or not, every contractual agreement on towage of or assistance to such ships and/or watercrafts in the context of these Conditions shall be deemed a Contract of Towage or Contract of Assistance Contract.
- 14.2. A towage order shall be deemed as being performed if the towage company/Owners of a tug have accepted or/and otherwise have commenced to process such an order.
- 14.3. The Client shall be bound to take all precautions in order to ensure a safe performance of towage operations. Both the Client and their employees and all others who are acting on the Client's behalf shall be bound to co-operate. In particular they shall be obligated to place to relevant authorities any necessary applications for permissions and/or certificates and any other documents, acquisition and fulfilment of which are their sole responsibility. Besides the Client shall be bound to pay the Owners of a tug the agreed remuneration. Such remuneration, if not agreed on individually, shall be calculated to the currently valid tariff. Upon submission of an invoice by the Owners of a tug, the remuneration shall become due and payable immediately without any deduction whatsoever. The Owners of a tug may accept orders subject to certain specific prepayments only. Towing operations, which once interrupted, shall not be continued, shall be paid in a proportion of the actual towing distance to the intended towing distance, however not less than 50% of the agreed sum or a sum following from the tariff for specific towage.
- 14.4. Performance of orders shall be subject to the following terms and conditions:
 - 14.4.1. If nothing to the contrary is agreed on individually/particularly or irrespective of whether or not a watercraft is manoeuvrable, the Captain of such a watercraft shall be deemed to command her as regards all navigational affairs. Towing operation lasts from the beginning of manoeuvres by a tug till she is again at a safe distance off a tow, or after the towing hook has been released, or after the operation has been completed.
 - 14.4.2. The Captain and crew of a tug together with any crew on board a tow, the latter to be provided by the Owners of such a tug, shall obey orders of and be controlled by the Client, as well as same shall be under the command of the captain of such a tow.
- 14.5. The Client shall be liable for any damage to property and injury to persons incurred by:
 - 14.5.1. Tugs or/and any other equipment and third parties during the performance or towing operations unless the Client has proved damage/injury is not due to fault of the Client.
 - 14.5.2. The Client shall be liable for any damage to the tow, clients, employees or/and any third parties hired by the Client for the purpose of performance of towing operations. The Owners of a tug shall be liable only and exclusively, when the Client has proved the Owners or their employees caused damage wilfully or by gross negligence.
 - 14.5.3. Damage to all third parties incurred in the course of performance of towing operations, and caused by a tow or tugs or their equipment, shall be within sole liability of the Client, provided that the Owners of a tug or their

employees did not cause such damage to such a third party wilfully or by gross negligence. The Client undertakes to (i) indemnify the owners of a tug against all liability towards third parties, and (ii) reimburse such Owners for any costs, including legal and judicial costs incurred.

- 14.5.4. The Client shall also indemnify and hold the Owners of a tug harmless, if the Client brings action against a third party and the latter is making efforts to file a claim against the Owners of such a tug.
- 14.5.5. The Client shall waive the right to file claims against employees or representatives of the Owners of a tug and adopt similar solutions as those specified in 5. d) above, unless such employees and/or representatives of the Owners of such a tug did not actually act wilfully or were not grossly negligent.
- 14.6. The Owners of a tug shall not be liable, if the towing operation or/and assistance in question may not be carried out or is going to be delayed owing to the lack of co-operation on the part of the Client or their employees. The Owners of a tug shall not be liable, if owing to act of God, force majeure, strikes, including lockouts, rescue operations of any type, restrictions imposed by any government, issuance of conditional certificates by authorities, unforeseeable delays, mechanical failure of tugs and/or accidents during the performance, the conduct of towing operations becomes impossible or is delayed. It shall also be applicable to collisions between the tow and tug. The Owners of a tug may assume liability for the aforesaid difficulties only if the Client has proved such accidents are due to wilful acts or gross negligence of the Owners or a tug or the latter's employees. The Owners of a tug shall be entitled to cease towing operations at any time in order to provide assistance to other ships in danger or at risk.
- 14.7. Tariff or any agreed rate for a towing operation/assistance shall not include any special performance by a tug or her Owners in case of (i) running aground or/and (ii) any other hazardous situation to the tow, if such a situation is not caused wilfully or by gross negligence on the part of the Owners of such a tug and/or the latter's employees. In the course of a dangerous situation any special performances on the part of a tug and her Owners shall entitle the Owners of such a tug to lodge an independent claim by reason of a mounted salvage.
- 14.8. Any legal relations arising hereunder between the Parties shall be governed exclusively by Polish law and jurisdiction, and the only Court competent to settle disputes shall be Międzynarodowy Sąd Arbitrażowy dla Żeglugi Morskiej i Śródlądowej w Gdyni [The International Court of Arbitration for the Sea-Going and Inland Navigation, Gdynia, Poland]. The judgement made by the maritime arbitration shall be regarded as final. Insofar as one of the aforesaid articles is deemed invalid in part or whole, then the other articles or the remainder of such an article shall remain valid. The Polish version of these General Conditions of Towage shall prevail.

15. Contact.

- 15.1. Port-Hol S.A Dispatcher (24 h);
 - 15.1.1. Mobile: (+48) 606 332 129;
- 15.2. Port-Hol S.A. Office Mo-Fr (08:00 am – 05:00 pm);
 - 15.2.1. Tel.: (+48) 91 322 32 40, (+48) 91 885 86 19;
 - 15.2.2. Fax: (+48) 91 882 13 13, (+48) 91 321 04 46;
 - 15.2.3. E-mail: info@porthol.com.pl, info.porthol@gmail.com.