SCHEDULE OF RATES 2020
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.

WEST COAST PORTS

ADELAIDE REGION - ADELAIDE / ARDROSSAN / PORT GILES
ALBANY
FREMANTLE & KWINANA
GERALDTON
PORT BONYTHON
PORT PIRIE
WALLAROO

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)

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 Dylan at Dylan.Sheehan@svitzer.com to discuss your requirements.
ADELAIDE REGION – ADELAIDE / ARDROSSAN / PORT GILES
TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt; 10,000</th>
<th>10,001 - 20,000</th>
<th>20,001 - 30,000</th>
<th>30,001 - 40,000</th>
<th>40,001 - 50,000</th>
<th>50,001 - 60,000</th>
<th>60,001 - 70,000</th>
<th>70,001 - 80,000</th>
<th>80,001 - 90,000</th>
<th>&gt; 90,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADELAIDE – BERTHING / SAILING / SHIFTING WITHIN INNER HARBOUR</td>
<td>4,656</td>
<td>5,459</td>
<td>6,445</td>
<td>7,457</td>
<td>8,008</td>
<td>8,177</td>
<td>8,244</td>
<td>8,285</td>
<td>8,336</td>
<td>8,415</td>
</tr>
<tr>
<td>ADELAIDE – SHIFTING BETWEEN INNER HARBOUR AND OUTER HARBOUR</td>
<td>7% OF THE TARIFF RATE FOR ALL VESSEL SIZES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARDROSSAN – BERTHING / SAILING / SHIFTING</td>
<td>27,193</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MOBILISATION RATES PER TUG

<table>
<thead>
<tr>
<th>FOR ALL VESSEL SIZES</th>
<th>ADELAIDE – IF TUG MOBILISED FROM PORT ADELAIDE</th>
<th>PORT GILES – IF TUG MOBILISED FROM ARDROSSAN OR PORT ADELAIDE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADELAIDE – IF TUG MOBILISED FROM PORT ADELAIDE</td>
<td>23,753</td>
<td></td>
</tr>
<tr>
<td>PORT GILES – IF TUG MOBILISED FROM ARDROSSAN OR PORT ADELAIDE</td>
<td>23,753</td>
<td></td>
</tr>
</tbody>
</table>

SURCHARGES

<table>
<thead>
<tr>
<th>OF THE TARIFF RATE</th>
<th>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>TUG ASSIST SERVICE CHARGE – AS STIPULATED BY FLINDERS PORTS’ PORT RULES ON EACH OCCASION</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>ACTIVE STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS))</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>LATE ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>LATE ORDER / CANCELLATION / AMENDMENT - WITHIN ONE (1) HOUR OF JOB COMMENCEMENT</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

CANCELLATION CHARGE ON MOBILISATION RATE - WITHIN TWELVE (12) HOURS OF JOB COMMENCEMENT

<table>
<thead>
<tr>
<th>OF THE MOBILISATION RATE</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>CANCELLATION CHARGE ON MOBILISATION RATE - WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT</td>
<td>50%</td>
</tr>
</tbody>
</table>

*As Active job is when the tug leaves the wharf and a Passive job is when the tug stays alongside the wharf. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable.

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

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, 6152, AUSTRALIA

PORT MANAGER DETAILS:
TULLY BARNES
PHONE: +61 439 324 169
EMAIL: TULLY.BARNES@SVITZER.COM

SVITZER AUSTRALIA – ADELAIDE OFFICE
DOCK 2 OCEAN STEAMERS ROAD
PORT ADELAIDE, SA, 5015
PHONE: +61 8 8409 3700
EMAIL: AUSA.OPERATIONS@SVITZER.COM

RATES PER 1 APRIL 2020

ADELAIDE REGION FLEET AS OF 1 APRIL 2020

<table>
<thead>
<tr>
<th>TBP</th>
<th>TYPE</th>
<th>FIJI</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADELAIDE</td>
<td>Svitzer Heron</td>
<td>65</td>
</tr>
<tr>
<td></td>
<td>SL Endeavour</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td>Barunga</td>
<td>70</td>
</tr>
<tr>
<td>ARDROSSAN – CHARTER IN</td>
<td>Tickara</td>
<td>42</td>
</tr>
</tbody>
</table>

PORT GILES SERVICED BY TUGS FROM ADELAIDE AND/OR ARDROSSAN
1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, berthing or departure of ships at Port Adelaide, Port Giles, Adelaide, effective from 1 April 2020.

2. Tugage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping as the prima facie source.

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

4. The tugage rates are for berthing/berthing/berthing. 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 changes payable in full for those services. Tug rates 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 is applicable for all 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, Switzerland, the United Nations or United Nations Security Council.

16. Payment terms are specified on the invoice issued at the time of service. 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. 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 Tugage 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

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**

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt; 1,500</th>
<th>1,501 - 3,000</th>
<th>3,001 - 5,000</th>
<th>5,001 - 7,000</th>
<th>7,001 - 9,000</th>
<th>9,001 - 11,000</th>
<th>11,001 - 13,000</th>
<th>13,001 - 15,000</th>
<th>15,001 - 17,000</th>
<th>17,001 - 20,000</th>
<th>20,001 - 25,000</th>
<th>25,001 - 30,000</th>
<th>30,001 - 35,000</th>
<th>&gt; 35,001</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERTHING / SAILING</td>
<td>2,058</td>
<td>2,724</td>
<td>3,288</td>
<td>3,896</td>
<td>4,438</td>
<td>5,380</td>
<td>6,132</td>
<td>6,941</td>
<td>7,637</td>
<td>7,792</td>
<td>7,914</td>
<td>8,500</td>
<td>8,822</td>
<td>9,143</td>
</tr>
<tr>
<td>SHIFTING AT / BETWEEN BERTHS – with ship's main engine</td>
<td>90% OF THE TARIFF RATE FOR ALL VESSEL SIZES</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHIFTING AT / BETWEEN BERTHS – without ship's main engine</td>
<td>75% OF THE TARIFF RATE FOR ALL VESSEL SIZES</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SURCHARGES

- **NON-EMERGENCY TUG HIRE RATES - EXCLUDING NORMAL HARBOUR SERVICES - MINIMUM CHARGE OF FOUR (4) HOURS**
  - HOURLY RATE
    - 2,812
- **SUNDRY SERVICES INCLUDING FIREFIGHTING, USE OF PUMPS, ASSISTANCE IN OIL POLLUTION RESPONSE**
  - HOURLY RATE
    - POA
- **ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT**
  - 4,372

### TERMS & CONDITIONS

**RETURN TO COVER**  **TERMS AND CONDITIONS**  **UKSTC**

**OPERTIONS (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**
TROY SMITH
PHONE: +61 428 045 553
EMAIL: TROY.SMITH@SVITZER.COM

**RATES PER 1 APRIL 2020**

**ALBANY FLEET AS OF 1 APRIL 2020**

<table>
<thead>
<tr>
<th>TBP</th>
<th>TYPE</th>
<th>SVITZER FALCON</th>
<th>Koona</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>Z</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Z</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MAX. TIME DURATION IN HOURS**

**TERMS AND CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK**
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs 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, Switzerland, the United Nations or United Nations Security Council.

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, Switzerland, the United Nations or United Nations Security Council.

15. Payment terms are specified on the invoice issued at the time of service. 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. 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 full at all the time of service.

16. The U.K. Standard Conditions for Towing and Other Services (Revised 1988) (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

17. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towing 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 shall be jointly and severally liable to Svitzer from time to time.

20. 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.
SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>BERTHING / SHIFTING / SAILING</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 5,000</td>
<td>1,179</td>
</tr>
<tr>
<td>5,001 - 10,000</td>
<td>2,287</td>
</tr>
<tr>
<td>10,001 - 15,000</td>
<td>2,976</td>
</tr>
<tr>
<td>15,001 - 20,000</td>
<td>3,290</td>
</tr>
<tr>
<td>20,001 - 25,000</td>
<td>4,166</td>
</tr>
<tr>
<td>25,001 - 30,000</td>
<td>4,524</td>
</tr>
<tr>
<td>30,001 - 40,000</td>
<td>4,881</td>
</tr>
<tr>
<td>40,001 - 50,000</td>
<td>5,262</td>
</tr>
<tr>
<td>50,001 - 60,000</td>
<td>5,564</td>
</tr>
<tr>
<td>60,001 - 70,000</td>
<td>6,399</td>
</tr>
<tr>
<td>70,001 - 80,000</td>
<td>7,360</td>
</tr>
<tr>
<td>80,001 - 90,000</td>
<td>8,464</td>
</tr>
<tr>
<td>90,001 - 100,000</td>
<td>9,733</td>
</tr>
<tr>
<td>100,001 - 110,000</td>
<td>11,193</td>
</tr>
<tr>
<td>&gt;110,001</td>
<td>12,872</td>
</tr>
</tbody>
</table>

SUNDARY SERVICE CHARGES – MINIMUM CHARGE OF FOUR (4) HOURS

Third and fourth tug hire – minimum charge of four (4) hours

If GT not supplied as per Lloyd's Registry, GT to be calculated as 60% of DWT.

Rates for services not addressed in this schedule are available upon request.

Additional time – charged in 15 minute increments.

Order / cancellation - within twenty-four (24) hours but greater than two (2) hours of job commencement.

Order / cancellation / amendment - within two (2) hours of job commencement.

Terms & Conditions that are applicable for the above tariff can be found on below link.

Fremantle & Kwinana Fleet as of 1 April 2020

<table>
<thead>
<tr>
<th>TBP</th>
<th>TYPE</th>
<th>FIFI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Svitzer Eagle</td>
<td>65</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Falcon</td>
<td>65</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Harrier</td>
<td>70</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Albatross</td>
<td>72</td>
<td>Z</td>
</tr>
<tr>
<td>Wambiri</td>
<td>57</td>
<td>ZU</td>
</tr>
</tbody>
</table>
# Fremantle & Kwinana Lines Tariff

## Small Tugs & Ancillary Services in AUD excl GST

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fixed Rate</th>
<th>Max. Time (in Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMALL TUG / C-CLASS TUG – BERTHING / SAILING / SHIFTING¹</td>
<td>2300</td>
<td>3</td>
</tr>
<tr>
<td>LINE HANDLING – COCKBURN SOUND &amp; KWINANA</td>
<td>1100</td>
<td>3</td>
</tr>
<tr>
<td>DRAFT SURVEY – WORK BOATS – SERVICES RENDERED IN CONJUNCTION WITH LINES HANDLING³</td>
<td>1100</td>
<td>3</td>
</tr>
<tr>
<td>OTHER WORK – WORK BOATS</td>
<td>1860</td>
<td>3</td>
</tr>
<tr>
<td>FAST CREW LAUNCH / PILOT LAUNCH</td>
<td>1500</td>
<td>3</td>
</tr>
<tr>
<td>ADDITIONAL DECKHAND – MINIMUM FOUR (4) HOURS</td>
<td>88</td>
<td>1</td>
</tr>
</tbody>
</table>

¹For services requiring additional time in excess of the Maximum Time Duration, rates will be charged pro-rata per hour.

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

³Rates available upon request for Draft Surveys not provided in conjunction with Lines Handling.

## Sundry Services and Supplementary Charges

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fixed Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORDER / CANCELLATION / AMENDMENT - WITHIN THREE (3) HOURS OF JOB COMMENCEMENT</td>
<td>100%</td>
</tr>
</tbody>
</table>

## Terms & Conditions

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)**

**General Enquiries**

**Phone:** 1800 424 617

**email:** WA.CONTROLLERS@SVITZER.COM

**Port Manager Details:**

**Duncan Walker**

**Phone:** +61 421 054 229

**email:** DUNCAN.WALKER@SVITZER.COM

Rates per 01 April 2020

**WA Customer Service Centre Address:**

SVITZER AUSTRALIA PTY LTD, 20 Mews Road, South Fremantle, WA 6162, Australia

**Phone:** 1800 424 617

**Email:** WA.CONTROLLERS@SVITZER.COM
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 1 April 2020.

2. Towage rates are based on the gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping as the prime face 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 to commencement 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 up to the maximum time duration. Separate charges for additional tugs 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. Sunday 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 is applicable for all services and will be updated on a monthly basis according to the matrix within 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 vessel, not in distress, without normal main engine power and/or, without steering within port limits. Sunday services rates will apply for this movement.

17. Payment terms are specified on the invoice issued at the time of service. 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. 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 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.

RETURN TO COVER
RETURN TO TARIFF SHEET
# Geraldton Towage Tariff

## Rates per Tug in AUD Excl GST

### Assist from Sea to Berth or Berth to Sea

<table>
<thead>
<tr>
<th>Hull Description</th>
<th>Rate per Gross Tonne (GT) of the Vessel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.177</td>
</tr>
</tbody>
</table>

### 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.
- Rate per Gross Tonne (GT) of the Vessel: 0.175

### Between Berth Shift – Assist

- The vessel is shifted from one berth to another within the harbour. All cruise ship movements would also be subject to this rate.
- Rate per Gross Tonne (GT) of the Vessel: 0.095

### Between Berth Shift – Attend

- 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.
- Rate per Gross Tonne (GT) of the Vessel: 0.093

## Surcharges

- **Special Shift** – Rate per hour for services relating to tidal surge activity in the port.
  - Rate: 652

- **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.
  - Rate: 674

## Geraldton Fleet as of 1 April 2020

<table>
<thead>
<tr>
<th>TBP</th>
<th>Type</th>
<th>FIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tarcoola</td>
<td>48</td>
<td>ZT</td>
</tr>
<tr>
<td>Wajarri</td>
<td>47</td>
<td>ZT</td>
</tr>
<tr>
<td>Bunbury</td>
<td>56</td>
<td>Z</td>
</tr>
</tbody>
</table>

## Terms & Conditions

Returns to Cover:  
**GERALDTON**

- **Towage Tariff**
- **Operations (24 Hours)**
- **General Enquiries**
- **Customer Service Centre Address**:
  - SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA
- **Port Manager Details**:
  - TROY SMITH
  - Phone: +61.428.045.553
  - Email: TROY.SMITH@SVITZER.COM

Rates Per 1 January 2020

*Surcharge of whether the order / cancellation / amendment fee will apply will be made by the harbour master after consultation with Svitzer Australia Pty Ltd.*
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping as the prima facie source.

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

4. The towing 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 from or 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, Switzerland, the United Nations or United Nations Security Council.

15. Payment terms are specified on the invoice issued at the time of service. 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. 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

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

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th><strong>&lt;20,000</strong></th>
<th>20,001–30,000</th>
<th>30,001–40,000</th>
<th>40,001–50,000</th>
<th>50,001–60,000</th>
<th>60,001–70,000</th>
<th><strong>&gt;70,001</strong></th>
<th>MAX. TIME DURATION IN HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERTHING / SAILING / SHIFTING</td>
<td>12,942</td>
<td>15,848</td>
<td>17,087</td>
<td>18,533</td>
<td>19,832</td>
<td>20,084</td>
<td>23,084</td>
<td>2.5</td>
</tr>
</tbody>
</table>

### SURCHARGES

<table>
<thead>
<tr>
<th><strong>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</strong></th>
<th>OF THE TARIFF RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>25%</td>
</tr>
<tr>
<td>PUSH-UP MOVEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION / WITHIN TWENTY-FOUR (24) HOURS</td>
<td>100%</td>
</tr>
<tr>
<td>BUT GREATER THAN FIVE (5) HOURS OF JOB COMMENCEMENT</td>
<td></td>
</tr>
</tbody>
</table>

ORDER / CANCELLATION / AMENDMENT – WITHIN FIVE (5) HOURS OF JOB COMMENCEMENT 100%

---

### PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

<table>
<thead>
<tr>
<th><strong>PORT PIRIE FLEET AS OF 1 APRIL 2020</strong></th>
<th><strong>TBP</strong></th>
<th><strong>TYPE</strong></th>
<th><strong>FIFI</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wonga</td>
<td>48</td>
<td>ZU</td>
<td>FA</td>
</tr>
<tr>
<td>Walan</td>
<td>48</td>
<td>ZU</td>
<td></td>
</tr>
</tbody>
</table>

---

**TERMS & CONDITIONS**

That are applicable for the above tariff can be found on below link.

---

**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**
TULLY BARNES
PHONE: +61 439 324 168
EMAIL: TULLY.BARNES@SVITZER.COM

**SVITZER AUSTRALIA – ADELAIDE OFFICE**
DOCK 2 OCEAN STEAMERS ROAD
PORT ADELAIDE, SA, 5015
PHONE: +61 8 8409 3700
EMAIL: AUSA.OPERATIONS@SVITZER.COM

**RATES PER 1 APRIL 2020**
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs 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. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving line weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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 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. 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 1998) (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.
PORT PIRIE
TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt;8,000</th>
<th>8,001 - 12,000</th>
<th>12,001 - 16,000</th>
<th>16,001 - 20,000</th>
<th>20,001 - 25,000</th>
<th>&gt;25,000</th>
<th>MAX. TIME DURATION IN HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERTHING / SAILING / SHIFTING</td>
<td>5,769</td>
<td>6,820</td>
<td>8,213</td>
<td>8,853</td>
<td>8,921</td>
<td>12,258</td>
<td>2</td>
</tr>
</tbody>
</table>

SURCHARGES

<table>
<thead>
<tr>
<th>SURCHARGE DESCRIPTION</th>
<th>OF THE TARIFF RATE</th>
<th>TBP</th>
<th>TYPE</th>
<th>FIFI</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</td>
<td>25%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>50%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>50%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PORT PIRIE FLEET AS OF 1 APRIL 2020

<table>
<thead>
<tr>
<th>TBP</th>
<th>TYPE</th>
<th>FIFI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wonga</td>
<td>48</td>
<td>ZU</td>
</tr>
<tr>
<td>Wakan</td>
<td>48</td>
<td>ZU</td>
</tr>
</tbody>
</table>

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

PORT MANAGER DETAILS:
TULLY BARNES
PHONE: +61 439 324 169
EMAIL: TULLY.BARNES@SVITZER.COM

SVITZER AUSTRALIA – ADELAIDE OFFICE
DOCK 2 OCEAN STEAMERS ROAD
PORT ADELAIDE, SA, 5015
PHONE: +61 8 8409 3700
EMAIL: AUSA.OPERATIONS@SVITZER.COM

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
RATES PER 1 APRIL 2020
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs 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 by a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving line weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within 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 Member States, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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. 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 request of payment in full or at full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1998) (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.

TERMS AND CONDITIONS
PORT PIRIE, AUSTRALIA
WALLAROO TOWAGE TARIFF

RATES PER TUG IN AUD excl GST

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt;30,000</th>
<th>30,001-35,000</th>
<th>35,001-40,000</th>
<th>40,001-45,000</th>
<th>45,001-50,000</th>
<th>&gt;50,001</th>
<th>MAX. TIME DURATION IN HOURS</th>
</tr>
</thead>
</table>

MOBILISATION RATES PER TUG

WALLAROO – IF TUGS MOBILISED FROM PORT PIRIE OR WHYALLA

<table>
<thead>
<tr>
<th>TUG NAME</th>
<th>TYPE</th>
<th>FIFI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wonga</td>
<td>50</td>
<td>ZU</td>
</tr>
<tr>
<td>Walan</td>
<td>50</td>
<td>ZU</td>
</tr>
<tr>
<td>CSL Charter Tug</td>
<td>TBC</td>
<td>TBC</td>
</tr>
</tbody>
</table>

SURCHARGES

OF THE Tariff RATE

- ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS 25%
- DEAD SHIP MOVEMENT 50%
- PUSH-UP MOVEMENT 100%
- 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%

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

WALLAROO SERVICED BY TUGS FROM PORT PIRIE AND/OR WHYALLA PORT PIRIE FLEET AS OF 1 APRIL 2020

TERMS (24 HOURS)
PHONE: 1800 672 281
GENERAL ENQUIRIES
PHONE: 1800 672 281
EMAIL: WA.CONTROLLERS@SVITZER.COM

PORT ADELAIDE FLEET AS OF 1 APRIL 2020

OPERATIONS (24 HOURS)
PHONE: +61 8 8409 3700
EMAIL: AUSA.OPERATIONS@SVITZER.COM

PORT MANAGER DETAILS:
TULLY BARNES
PHONE: +61 439 324 169
EMAIL: TULLY.BARNES@SVITZER.COM

SVITZER AUSTRALIA – ADELAIDE OFFICE
DOCK 2 OCEAN STEAMERS ROAD
PORT ADELAIDE, SA, 5015
PHONE: +61 8 8409 3700
EMAIL: AUSA.OPERATIONS@SVITZER.COM
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs 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 certified by 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 line weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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. Invoices outstanding after 14 days may be subject to a late payment charge of 4.5% 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 1998) (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 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 Tugage Tariff

## Rates per Tug in AUD excl GST

### Vessel Gross Tonnage (GT)

<table>
<thead>
<tr>
<th>Vessel Gross Tonnage (GT)</th>
<th>&lt; 10,001</th>
<th>10,001 - 20,000</th>
<th>20,001 - 30,000</th>
<th>30,001 - 40,000</th>
<th>40,001 - 50,000</th>
<th>50,001 - 60,000</th>
<th>60,001 - 70,000</th>
<th>70,001 - 80,000</th>
<th>80,001 - 90,000</th>
<th>90,001 - 100,000</th>
<th>100,001 - 110,000</th>
<th>&gt; 110,001</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Berthing / Sailing / Shifting</strong></td>
<td>3,686</td>
<td>4,899</td>
<td>5,951</td>
<td>6,507</td>
<td>7,007</td>
<td>7,232</td>
<td>7,469</td>
<td>7,812</td>
<td>7,909</td>
<td>7,994</td>
<td>9,193</td>
<td>10,571</td>
</tr>
<tr>
<td><strong>Berthing / Sailing – Job Upstream, West of Gateway Bridge</strong></td>
<td>6,501</td>
<td>7,684</td>
<td>8,765</td>
<td>9,321</td>
<td>9,622</td>
<td>10,047</td>
<td>10,284</td>
<td>10,627</td>
<td>10,724</td>
<td>10,809</td>
<td>12,008</td>
<td>13,386</td>
</tr>
</tbody>
</table>

## Additional Rates

### Third Tug

- **Berthing / Sailing / Shifting**
  - 100%

### Fourth Tug

- **Fender Fitting or Removal & Mast Lowering or Raising (Per Tug)**
  - 150%

### Lines Launch Services

- **Svitzer Colmslie**
  - 69 Z
  - Capable
- **Svitzer Newstead**
  - 69 Z
  - Capable
- **Beltana**
  - 64 Z
- **Clontarf**
  - 63 Z
- **SL Murrumbidgee**
  - 69 Z
  - Capable

### Fender Fitting or Removal & Mast Lowering or Raising (Per Tug)

- 150% for all vessel sizes

### Lines Launch Services

- POA

### Standby, Push Up per Hour (Minimum Charge of Two (2) Hours – Pro Rata After Two (2) Hours)

- 25%

### Escort Per Hour (Minimum Charge of Two (2) Hours)

- 35% Passive (at wharf) / 50% Active (ex-wharf)

### Dead Ship Movement

- 50%

### Order / Cancellation - Within Twenty-Four (24) Hours But Greater Than Two (2) Hours of Job Commencement

- 50%

### Order / Cancellation / Amendment - Within Two (2) Hours of Job Commencement

- 100%

### Terms & Conditions

- Additional time – charged in 15 minute increments
- Standby, push up per hour (minimum charge of two (2) hours – pro rata after two (2) hours)
- Escort per hour (minimum charge of two (2) hours)
- Dead ship movement
- Order / cancellation - within twenty-four (24) hours but greater than two (2) hours of job commencement
- Order / cancellation / amendment - within two (2) hours of job commencement

---

**EAST COAST CUSTOMER SERVICE CENTRE**

**ADDRESS:** SVITZER AUSTRALIA PTY LTD

**PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA**

**PORT MANAGER DETAILS:**

**ANDY PERRY**

**PHONE:** +61.427.714.626

**EMAIL:** ANDY.PERRY@SVITZER.COM

---

**RATES PER 1 APRIL 2020**
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 1 April 2020.

2. Towage rates are based on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs 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 is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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. 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 1980) (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.
## SURCHARGES

<table>
<thead>
<tr>
<th>Description</th>
<th>Rates of the TARIFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</td>
<td>25%</td>
</tr>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>100%</td>
</tr>
<tr>
<td>CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>CANCELLATION / AMENDMENT - WITHIN ONE (1) HOUR OF JOB COMMENCEMENT</td>
<td>100%</td>
</tr>
<tr>
<td>ORDER – WITHIN TWENTY-FOUR (24) HOURS AND GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>ORDER – WITHIN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Note:**

- If GT not supplied as per Lloyd's Registry, GT to be calculated as 60% of DWT.

## RATES PER TUG IN AUD excl GST

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt;5,000</th>
<th>5,001-10,000</th>
<th>10,001-15,000</th>
<th>15,001-20,000</th>
<th>20,001-25,000</th>
<th>25,001-30,000</th>
<th>30,001-40,000</th>
<th>&gt;40,000</th>
<th>MAX. TIME DURATION IN HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERTHING / SAILING</td>
<td>3,656</td>
<td>5,250</td>
<td>6,436</td>
<td>7,941</td>
<td>9,561</td>
<td>9,702</td>
<td>9,853</td>
<td>10,003</td>
<td>2</td>
</tr>
<tr>
<td>SHIFTING AT THE SAME BERTH – % of berthing/sailing per tug</td>
<td>90% OF THE TARIFF RATE FOR ALL VESSEL SIZES</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHIFTING BETWEEN DIFFERENT BERTHS – % of berthing/sailing per tug</td>
<td>100% OF THE TARIFF RATE FOR ALL VESSEL SIZES</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## OFFICE DETAILS

**GENERAL ENQUIRIES**

- PHONE: 1800 804 186
- EMAIL: nthqldControllers@svitzer.com

**EAST COAST CUSTOMER SERVICE CENTRE**

- ADDRESS: SVITZER AUSTRALIA PTY LTD
- PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

**PORT MANAGER DETAILS:**

- RICK GOFFIN
- PHONE: +61 409 821 848
- EMAIL: RICK.GOFFIN@SVITZER.COM

**RATES PER 1 JULY 2020**

**TERMS & CONDITIONS**

**RETURN TO COVER**

**TERMS AND CONDITIONS**

**UKSTC**
CONDITIONS

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 1 July 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping as the prime 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 up to the maximum time duration. Separate charges for additional tugs 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. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving line weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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. 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 full or at full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1998) (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.
### EDEN TOWAGE TARIFF

#### RATES PER TUG IN AUD excl GST

<table>
<thead>
<tr>
<th>BERTHING / SHIFTING / SAILING</th>
<th>ALL VESSEL SIZES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MAX. TIME DURATION IN HOURS</td>
</tr>
<tr>
<td></td>
<td>17.336</td>
</tr>
<tr>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

### ADDITIONAL RATES PER TUG

From Third Tug

<table>
<thead>
<tr>
<th>POA</th>
</tr>
</thead>
</table>

### SURCHARGES

<table>
<thead>
<tr>
<th>OF THE TARIFF RATE</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</td>
<td></td>
</tr>
<tr>
<td>ACTIVE STANDBY, PUSH-UP¹ – CHARGED PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)</td>
<td></td>
</tr>
<tr>
<td>PASSIVE STANDBY – CHARGED PER HOUR</td>
<td></td>
</tr>
<tr>
<td>ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)²</td>
<td></td>
</tr>
<tr>
<td>DEADSHIP MOVEMENT</td>
<td></td>
</tr>
<tr>
<td>ORDER / CANCELLATION – WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td></td>
</tr>
<tr>
<td>ORDER / CANCELLATION / AMENDMENT – WITHIN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td></td>
</tr>
</tbody>
</table>

¹An Active job is when the tug leaves the wharf and a Passive job is when the tug stays alongside the wharf. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.

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.

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

---

**EDEN FLEET AS OF 1 APRIL 2020**

<table>
<thead>
<tr>
<th>TBP</th>
<th>TYPE</th>
<th>FF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wistari</td>
<td>48</td>
<td>ZU</td>
</tr>
<tr>
<td>Cooma</td>
<td>49</td>
<td>ZU</td>
</tr>
</tbody>
</table>

---

**PORT MANAGER DETAILS:**

**DIRK OVENDEN**

PHONE: +61 467 805 188

EMAIL: DIRK.OVENDEN@SVITZER.COM

---

**OPERATIONS (24 HOURS)**

PHONE: 1800 804 156

GENERAL ENQUIRIES

PHONE: 1800 804 156

EMAIL: NSW.CONTROLLERS@SVITZER.COM

---

**EAST COAST CUSTOMER SERVICE CENTRE**

ADDRESS: SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2020

---

**UKSTC**
# EDEN LINES TARIFF

## RATES FOR MOORING & UNMOORING IN AUD excl GST

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate (AUD excl GST)</th>
<th>Max. Time Duration (Hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PILOT / LAUNCH SERVICES (INCLUDING DRIVER &amp; DECKHAND)</td>
<td>1,201</td>
<td>4</td>
</tr>
<tr>
<td>LINES CREW</td>
<td>519</td>
<td>4</td>
</tr>
<tr>
<td>ADDITIONAL DECKHAND FOR LAUNCH SERVICE</td>
<td>305</td>
<td>4</td>
</tr>
<tr>
<td>CASUAL LABOUR – LINES AND HARBOUR WORK</td>
<td>576</td>
<td>4</td>
</tr>
</tbody>
</table>

*Additional time charged per hour pro rata for all services

## OTHER SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate (AUD excl GST)</th>
<th>Max. Time Duration (Hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FORKLIFT HIRE (INCLUDING DRIVER) – CHARGED PER HOUR</td>
<td>222</td>
<td>1</td>
</tr>
<tr>
<td>BARGE HIRE – FLAT TOP BARGE (EMU)</td>
<td>1,028</td>
<td>24</td>
</tr>
<tr>
<td>HIRE OF GANGWAY</td>
<td>222</td>
<td>24</td>
</tr>
<tr>
<td>WEEKLY BARGE HIRE RATES NEGOTIABLE</td>
<td>POA</td>
<td></td>
</tr>
<tr>
<td>INDOOR/OUTDOOR STORAGE</td>
<td>POA</td>
<td></td>
</tr>
<tr>
<td>OFFICE SPACE HIRE</td>
<td>POA</td>
<td></td>
</tr>
<tr>
<td>PORT AGENCY SERVICES</td>
<td>POA</td>
<td></td>
</tr>
</tbody>
</table>

## TERMS & CONDITIONS

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

---

**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
RATES PER 1 APRIL 2020

**PORT MANAGER DETAILS**
DIRK OVEN DEN
PHONE: +61 467 805 188
EMAIL: DIRK.OVEN DEN@SVITZER.COM
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs 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 is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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 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. 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 1998) (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 from time to time for breach of warranty in this clause 14 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible. 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.

22. The U.K. Standard Conditions for Towage and Other Services (Revised 1998) (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
## ADDITIONAL RATE S PER TUG FROM THIRD TUG

<table>
<thead>
<tr>
<th>MAX. TIME DURATION IN HOURS</th>
<th>POA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

## RATES PER TUG IN AUD excl GST

### SURCHARGES

<table>
<thead>
<tr>
<th>SURCHARGES</th>
<th>OF THE TARIFF RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL TIME -- CHARGED IN 15 MINUTE INCREMENTS</td>
<td>25%</td>
</tr>
</tbody>
</table>
| STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) 
1 An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.
| ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) 
2 Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category. |
| DEAD SHIP MOVEMENT                                                          | 50%                |
| ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT | 50%                |
| ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT | 100%               |

## ADDITIONAL RATES PER TUG

### FROM THIRD TUG

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt; 10,000</th>
<th>10,001-20,000</th>
<th>20,001-30,000</th>
<th>30,001-40,000</th>
<th>40,001-50,000</th>
<th>50,001-60,000</th>
<th>60,001-70,000</th>
<th>70,001-80,000</th>
<th>&gt; 80,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERTHING / SHIFTING / SAILING</td>
<td>6,008</td>
<td>6,512</td>
<td>6,853</td>
<td>7,120</td>
<td>7,292</td>
<td>7,732</td>
<td>8,107</td>
<td>8,467</td>
<td>8,968</td>
</tr>
</tbody>
</table>
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 additional time.

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 up to the maximum time duration. Separate charges for additional tugs 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 line weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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. 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 full or at full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1999) (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.
MOBILISATION RATES PER TUG

RATES PER TUG IN AUD excl GST

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt;10,000</th>
<th>10,001</th>
<th>20,001</th>
<th>30,001</th>
<th>40,001</th>
<th>&gt;50,001</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERTHING / SAILING</td>
<td>19,928</td>
<td>23,185</td>
<td>28,647</td>
<td>33,366</td>
<td>33,701</td>
<td>35,388</td>
</tr>
<tr>
<td>SHIFTING AT THE SAME BERTH – % of berthing/sailing per tag</td>
<td>50% OF THE TARIFF RATE FOR ALL VESSEL SIZES</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MOBILISATION RATES PER TUG

TUG MOBILISED FROM CAIRNS TO LUCINDA – IF TUG NOT AVAILABLE FROM MOURILYAN DUE TO SHIPPING ACTIVITIES

SURCHARGES

<table>
<thead>
<tr>
<th>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</th>
<th>OF THE TARIFF RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>25%</td>
</tr>
<tr>
<td>CANCELLATION / AMENDMENT WITHIN EIGHTEEN (18) HOURS OF JOB COMMENCEMENT</td>
<td>100%</td>
</tr>
<tr>
<td>CANCELLATION / AMENDMENT WITHIN EIGHT (8) HOURS OF JOB COMMENCEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>LATE ORDER – WITHIN TWENTY-FOUR (24) HOURS</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

TERMS AND CONDITIONS
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 1 July 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs will apply.

10. Dead ship is applicable when services (whether secured by 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 is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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 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. Invoices outstanding after 14 days may be subject to a late payment charge of 4.5% 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 1998) (UKSTC) shall form part of the agreement for the provision of services by Svitzer. The UKSTC 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.

TERMS AND CONDITIONS
LUCINDA, AUSTRALIA
## MELBOURNE TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt; 10,000</th>
<th>10,001 – 20,000</th>
<th>20,001 – 30,000</th>
<th>30,001 – 40,000</th>
<th>40,001 – 50,000</th>
<th>50,001 – 60,000</th>
<th>60,001 – 70,000</th>
<th>70,001 – 80,000</th>
<th>80,001 – 90,000</th>
<th>90,001 – 100,000</th>
<th>100,001 – 110,000</th>
<th>&gt; 110,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERTHING / SHIFTING / SAILING</td>
<td>5,219</td>
<td>6,155</td>
<td>6,867</td>
<td>7,022</td>
<td>7,268</td>
<td>7,317</td>
<td>7,353</td>
<td>7,400</td>
<td>7,769</td>
<td>8,174</td>
<td>9,400</td>
<td>10,809</td>
</tr>
</tbody>
</table>

### ADDITIONAL RATES PER TUG

<table>
<thead>
<tr>
<th></th>
<th>OF THE TARIFF RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>THIRD TUG</td>
<td>150%</td>
</tr>
<tr>
<td>FOURTH TUG</td>
<td>POA</td>
</tr>
</tbody>
</table>

### SURCHARGES

<table>
<thead>
<tr>
<th>SURCHARGE</th>
<th>OF THE TARIFF RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</td>
<td>25%</td>
</tr>
<tr>
<td>STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)¹</td>
<td>35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)</td>
</tr>
<tr>
<td>ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)²</td>
<td>50%</td>
</tr>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>100%</td>
</tr>
</tbody>
</table>

¹An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by 24 hour on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.

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.

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

---

**ADDITIONAL RATE OF THE TARIFF RATE**

**MAX. TIME DURATION IN HOURS**

---

**MELBOURNE FLEET AS OF 1 APRIL 2020**

<table>
<thead>
<tr>
<th>TBP</th>
<th>TYPE</th>
<th>FIFI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Svitzer Marysville</td>
<td>68</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Otway</td>
<td>70</td>
<td>ZT</td>
</tr>
<tr>
<td>Svitzer Eureka</td>
<td>71</td>
<td>ZT</td>
</tr>
<tr>
<td>SL Daintree</td>
<td>68</td>
<td>Z</td>
</tr>
</tbody>
</table>

---

**RATES PER 1 APRIL 2020**

---

**RETURN TO COVER**

**TERMS AND CONDITIONS**

**UKSTC**

---

**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

**RATES PER 1 APRIL 2020**

---

**PORT MANAGER DETAILS**

**PETER CREAM**

**PHONE:** +61 418 186 932

**EMAIL:** PETER.CREAM@SVITZER.COM

---

**SURCHARGES**

---

**RETURN TO COVER**

**TERMS AND CONDITIONS**

**UKSTC**

---

**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

**RATES PER 1 APRIL 2020**

---

**PORT MANAGER DETAILS**

**PETER CREAM**

**PHONE:** +61 418 186 932

**EMAIL:** PETER.CREAM@SVITZER.COM

---

**SURCHARGES**

---

**RETURN TO COVER**

**TERMS AND CONDITIONS**

**UKSTC**

---
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping as the prime face 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 up to the maximum time duration. Separate charges for additional tugs 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 is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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 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. 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 1998) (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.
## MOURIKILYAN TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt; 5,000</th>
<th>5,001 – 10,000</th>
<th>10,001 – 15,000</th>
<th>15,001 – 20,000</th>
<th>20,001 – 25,000</th>
<th>25,001 – 30,000</th>
<th>30,001 – 35,000</th>
<th>35,001 – 40,000</th>
<th>40,001 – 50,000</th>
<th>&gt; 50,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERTHING / SAILING</td>
<td>22,288</td>
<td>25,370</td>
<td>26,728</td>
<td>30,863</td>
<td>31,874</td>
<td>35,113</td>
<td>35,459</td>
<td>35,817</td>
<td>36,179</td>
<td>37,987</td>
</tr>
<tr>
<td>SHIFTING AT SAME BERTH – % of berthing/sailing per tug</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

### MOBILISATION RATE PER TUG

| TUG MOBILISED FROM CAIRNS TO MOURIKILYAN – IF TUG NOT AVAILABLE IN MOURIKILYAN DUE TO SHIPPING ACTIVITIES | 8,918 |

### SURCHARGES

<table>
<thead>
<tr>
<th>OF THE TARIFF RATE</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREASES</td>
<td></td>
</tr>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>100%</td>
</tr>
<tr>
<td>LATE ORDER – WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

| 5,150 |

---

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

- [RETURN TO COVER](#)
- [TERMS AND CONDITIONS](#)
- [UKSTC](#)
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 1 July 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs will apply.

10. Dead ship is applicable when services (whether secured with topline 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. Towage rates 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 is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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 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. 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 1998) (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
## NEWCASTLE TOWAGE TARIFF

### PORT CALL RATE IN AUD excl GST

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt;10,000</th>
<th>10,001–15,000</th>
<th>15,001–20,000</th>
<th>20,001–25,000</th>
<th>25,001–30,000</th>
<th>30,001–35,000</th>
<th>35,001–40,000</th>
<th>40,001–45,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>PORT CALL – LOA UP TO 130.00 METRES</td>
<td>4,994</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>2</td>
</tr>
<tr>
<td>PORT CALL – LOA FROM 130.01 TO 200.00 METRES</td>
<td>9,940</td>
<td>11,577</td>
<td>14,485</td>
<td>15,116</td>
<td>16,358</td>
<td>17,552</td>
<td>18,708</td>
<td>19,582</td>
</tr>
<tr>
<td>PORT CALL – LOA FROM 200.01 TO 240.00 METRES</td>
<td>27,345</td>
<td>29,258</td>
<td>30,868</td>
<td>33,758</td>
<td>35,547</td>
<td>37,449</td>
<td>39,552</td>
<td>43,390</td>
</tr>
<tr>
<td>PORT CALL – LOA OVER 240.00 METRES</td>
<td>42,132</td>
<td>44,093</td>
<td>48,438</td>
<td>50,909</td>
<td>52,545</td>
<td>55,455</td>
<td>57,883</td>
<td>60,253</td>
</tr>
<tr>
<td>SHIFTING % OF ABOVE RATES ACCORDING TO SIZE</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td></td>
</tr>
</tbody>
</table>

### SURCHARGES

<table>
<thead>
<tr>
<th>Type of Additional Time</th>
<th>Additional Charge (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</td>
<td>15%</td>
</tr>
<tr>
<td>PASSIVE ESCORT</td>
<td>20%</td>
</tr>
<tr>
<td>TANKER VESSELS REQUIRING AN ACTIVE ESCORT TUG</td>
<td>25%</td>
</tr>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>0%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS BETWEEN JOB COMENCEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS BETWEEN JOB COMENCEMENT</td>
<td>100%</td>
</tr>
</tbody>
</table>

### ADDITIONAL INFORMATION

- STANDBY PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS: 4,257 AUD
- PUSH-UP PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS: 8,514 AUD

### TREADING & CONDITIONS

- TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK
- ADDITIONAL RATES PER 1 APRIL 2020

### PORT MANAGER DETAILS

- GEOPHREY GAVIN
- PHONE: +61.412.240.212
- EMAIL: GEOPHREY.GAVIN@SVITZER.COM

### NAVIGATION

- SVITZER FLEET AS OF 1 APRIL 2020
NEWCASTLE
LINES TARIFF

<table>
<thead>
<tr>
<th>DOCKYARD BERTHS: 1&amp;2 DYKE &amp; 5 KOORAGANG, LEE WHARF, THROSBY WHARF, MAYFIELD BERTHS, EASTERN BASIN AND WESTERN BASIN BERTHS - VESSEL LOA</th>
<th>&lt;100</th>
<th>100.01</th>
<th>150.01</th>
<th>200.01</th>
<th>&gt;250.01</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOORING – AUD excl. GST</td>
<td>3,032</td>
<td>3,639</td>
<td>4,212</td>
<td>2,688</td>
<td>2</td>
</tr>
<tr>
<td>UNMOORING – AUD excl. GST</td>
<td>1,550</td>
<td>1,909</td>
<td>2,303</td>
<td>2,853</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4 &amp; 5 DYKE AND 4,5,6,8,9 &amp; 10 KOORAGANG – VESSEL LOA</th>
<th>&lt;200</th>
<th>200.01</th>
<th>250.00</th>
<th>&gt;250.01</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOORING – AUD excl. GST</td>
<td>3,985</td>
<td>4,535</td>
<td>5,535</td>
<td>2</td>
</tr>
<tr>
<td>UNMOORING – AUD excl. GST</td>
<td>2,458</td>
<td>2,853</td>
<td>3,639</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6 BHP BERTH – VESSEL LOA</th>
<th>&lt;150.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOORING – AUD excl. GST</td>
<td>1,897</td>
</tr>
<tr>
<td>UNMOORING – AUD excl. GST</td>
<td>1,278</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHANNEL BERTH - VESSEL LOA</th>
<th>&lt;200.00</th>
<th>200.01</th>
<th>250.00</th>
<th>&gt;250.01</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOORING – AUD excl. GST</td>
<td>3,985</td>
<td>5,535</td>
<td>6,562</td>
<td>2</td>
</tr>
<tr>
<td>UNMOORING – AUD excl. GST</td>
<td>2,458</td>
<td>3,639</td>
<td>4,212</td>
<td>2</td>
</tr>
</tbody>
</table>

| WORKBOAT HIRE INSIDE HABOUR – AUD excl. GST | 285 |

**SURCHARGES**

| REMOVALS BERTH TO BERTH - Mooring rate at new berth only |
| HAULINGVESSELS UP TO 50 METRES - Unmooring rate only |
| HAULINGVESSELS OVER 50 METRES - Mooring rate only |

**ADDITIONAL TIME - CHARGED IN 15 MINUTE INCREMENTS**

25%
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 1 April 2020.

Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping as the prima facie face.

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

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.

Additional Time is charged if the service takes longer than the maximum time duration.

Booking – A minimum of twenty-four (24) hours prior Notice is required.

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.

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.

For any other special services rates and terms are available on request.

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.

Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

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. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

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, Switzerland, the United Nations or United Nations Security Council.

Payments terms are specified on the invoice issued at the time of service. 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 will be deemed to have accepted these Terms and Conditions. The Agent expressly represents and warrants that he has the authority 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. 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.

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.

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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping as the prima facie face.

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 is applicable for all 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, Switzerland, the United Nations or United Nations Security Council.

16. Payment terms are specified on the invoice issued at the time of service. 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.

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.

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

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt; 10,000</th>
<th>10,001-15,000</th>
<th>15,001-20,000</th>
<th>20,001-25,000</th>
<th>25,001-30,000</th>
<th>30,001-35,000</th>
<th>35,001-40,000</th>
<th>40,001-50,000</th>
<th>50,001-60,000</th>
<th>60,001-70,000</th>
<th>70,001-80,000</th>
<th>80,001-90,000</th>
<th>90,001-100,000</th>
<th>100,001-110,000</th>
<th>110,001-120,000</th>
</tr>
</thead>
</table>

ADDITIONAL RATES PER TUG

<table>
<thead>
<tr>
<th></th>
<th>OF THE TARIFF RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>THIRD TUG</td>
<td>150%</td>
</tr>
<tr>
<td>FOURTH TUG</td>
<td>POA</td>
</tr>
</tbody>
</table>

SURCHARGES

<table>
<thead>
<tr>
<th></th>
<th>OF THE TARIFF RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</td>
<td>25%</td>
</tr>
<tr>
<td>STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)</td>
<td></td>
</tr>
<tr>
<td>ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)</td>
<td>35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)</td>
</tr>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>100%</td>
</tr>
<tr>
<td>VOLUME BASED SURCHARGE (VBS) – APPLICABLE TO ALL TOWAGE SERVICES</td>
<td></td>
</tr>
</tbody>
</table>

1 An Active job is when the tug leaves the wharf and a Passive job is when the tug stays alongside the wharf. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.

2 Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

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

RATES FOR MOORING & UNMOORING IN AUD excl GST

<table>
<thead>
<tr>
<th>MOORING (INCLUDING LAUNCH AND LINES CREW)</th>
<th>50.00</th>
<th>100.00</th>
<th>100.01</th>
<th>150.00</th>
<th>200.01</th>
<th>250.01</th>
<th>250.01</th>
</tr>
</thead>
<tbody>
<tr>
<td>1244</td>
<td>1,776</td>
<td>2,313</td>
<td>2,897</td>
<td>3,823</td>
<td>4,831</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>UNMOORING (INCLUDING LAUNCH AND LINES CREW)</td>
<td>1,204</td>
<td>1,550</td>
<td>1,932</td>
<td>2,553</td>
<td>3,228</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>LAUNCH HIRE ONLY (NO. 1 BULK &amp; NO. 2 BULK BERTHS)</td>
<td>834</td>
<td>834</td>
<td>834</td>
<td>834</td>
<td>834</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

SHIIFTING 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
OIL BERTH STANDBY LAUNCH – Standby Launch at 201 is charged at $255 per hour for the first 12 hours and then $216 per hour after that

OTHER SERVICES

| WORKBOAT HIRE - INSIDE HARBOUR | 255   |
| WORKBOAT HIRE - OUTSIDE HARBOUR | 393   |

SURCHARGES

<table>
<thead>
<tr>
<th>ADDITIONAL TIME - CHARGED IN 15 MINUTE INCREMENTS</th>
<th>OF THE TARIFF RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORDER / CANCELLATION / AMENDMENT WITHIN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>25%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION / AMENDMENT WITHIN ONE (1) HOUR OF JOB COMMENCEMENT</td>
<td>50%</td>
</tr>
</tbody>
</table>

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

PORT MANAGER DETAILS:
DIRK OVENDEN
PHONE: +61.467.805.188
EMAIL: DIRK.OVENDEN@SVITZER.COM

OPERATIONS (24 HOURS)
PHONE: 1600 804 186
GENERAL ENQUIRIES
PHONE: 1600 804 186
EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE
ADDRESS: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA
RATES PER 1 APRIL 2020

RETURN TO COVER
TERMS AND CONDITIONS
UKSTC

PREVIOUS PAGE
2 OF 2 PAGES
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs 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 line weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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. 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 1999) (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 and will accept 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 terms under which such assistance is rendered.
# PORT OF HASTINGS - WESTERNPORT

## TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

<table>
<thead>
<tr>
<th>VESSEL GROSS TONNAGE (GT)</th>
<th>&lt; 10,000</th>
<th>10,001-20,000</th>
<th>20,001-30,000</th>
<th>30,001-40,000</th>
<th>40,001-50,000</th>
<th>50,001-60,000</th>
<th>60,001-70,000</th>
<th>70,001-80,000</th>
<th>&gt; 80,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>BERTHING / SHIFTING / SAILING</td>
<td>17,530</td>
<td>18,931</td>
<td>20,693</td>
<td>23,462</td>
<td>24,674</td>
<td>26,036</td>
<td>27,294</td>
<td>27,522</td>
<td>31,851</td>
</tr>
</tbody>
</table>

### ADDITIONAL RATE PER TUG

**FOR ALL VESSEL SIZES**

<table>
<thead>
<tr>
<th>THIRD TUG / FOURTH TUG</th>
<th>POA</th>
</tr>
</thead>
</table>

### SURCHARGES

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS</td>
<td>25%</td>
</tr>
<tr>
<td>STANDBY, PUSH-UP – MINIMUM CHARGE OF TWO (2) HOURS¹</td>
<td>35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)</td>
</tr>
<tr>
<td>ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)²</td>
<td>50%</td>
</tr>
<tr>
<td>DEAD SHIP MOVEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>50%</td>
</tr>
<tr>
<td>ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT</td>
<td>100%</td>
</tr>
<tr>
<td>VOLUME BASED SURCHARGE (VBS) – APPLICABLE TO ALL SERVICES</td>
<td></td>
</tr>
</tbody>
</table>

¹An Active job is when the tug leaves the wharf and a Passive job is when the tug stays alongside the wharf. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.

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.

### TERMS & CONDITIONS

**THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK**

**PORT OF HASTINGS FLEET AS OF 1 APRIL 2020**

<table>
<thead>
<tr>
<th>TBP</th>
<th>TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Svitzer Edwina</td>
<td>57</td>
</tr>
<tr>
<td>Svitzer Olivia</td>
<td>57</td>
</tr>
</tbody>
</table>

**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

RATES PER 1 APRIL 2020

**PORT MANAGER DETAILS:**

PETER CREAM

PHONE: +61.418.186.932

EMAIL: PETER.CREAM@SVITZER.COM
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 conclude 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 up to the maximum time duration. Separate charges for additional tugs 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 heaving weight is used to replace unsafe heaving lines. 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 is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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. 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 1998) (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 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**

<table>
<thead>
<tr>
<th>BERTHING / SHIFTING / SAILING</th>
<th>ALL VESSEL SIZES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MAX. TIME DURATION IN HOURS</td>
</tr>
<tr>
<td></td>
<td>ALL ( \leq 16,679 ) ( &gt; 3.5 )</td>
</tr>
</tbody>
</table>

**SURCHARGES**

<table>
<thead>
<tr>
<th>Surcharges</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional time – Charged in 15 minute increments</td>
<td>25%</td>
</tr>
<tr>
<td>Standby, push up per hour (minimum charge of two (2) hours)¹</td>
<td>35% passive (at wharf) / 50% active (ex-wharf)</td>
</tr>
<tr>
<td>Escort per hour (minimum charge of two (2) hours)²</td>
<td>50%</td>
</tr>
<tr>
<td>Dead ship movement</td>
<td>50%</td>
</tr>
<tr>
<td>Order / cancellation - within twenty-four (24) hours but greater than two (2) hours of job commencement</td>
<td>50%</td>
</tr>
<tr>
<td>Order / cancellation / amendment - within two (2) hours of job commencement</td>
<td>100%</td>
</tr>
</tbody>
</table>

¹An active job is when the tug leaves the wharf and a passive job is when it does not. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, the charges will be split equally between the vessels in the port during that period.

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.

**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 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**
JASON WEBB
PHONE: +61.401.143.887
EMAIL: JASON.WEBB@SVITZER.COM

**SYDNEY FLEET AS OF 1 APRIL 2020**

<table>
<thead>
<tr>
<th>TBP</th>
<th>TYPE</th>
<th>FIFI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Svitzer Bondi</td>
<td>50</td>
<td>Z</td>
</tr>
<tr>
<td>Bullara</td>
<td>65</td>
<td>Z</td>
</tr>
<tr>
<td>Willara</td>
<td>47</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Meringa</td>
<td>70</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Warrawee</td>
<td>61</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Warang</td>
<td>57</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Waratah</td>
<td>59</td>
<td>Z</td>
</tr>
</tbody>
</table>

**PORT BOTANY**

**TERMS AND CONDITIONS**

THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK
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 1 April 2020 Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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.

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. Delegated time 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.

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. Towage rates 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. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving line weight is used to replace unsafe heaving lines.

13. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

# Sydney - Port Botany

## Towage Tariff

### Rates Per Tug in AUD excl GST

<table>
<thead>
<tr>
<th>Vessel Gross Tonnage (GT)</th>
<th>&lt;10,000</th>
<th>10,001 to 20,000</th>
<th>20,001 to 30,000</th>
<th>30,001 to 40,000</th>
<th>40,001 to 50,000</th>
<th>50,001 to 60,000</th>
<th>60,001 to 70,000</th>
<th>70,001 to 80,000</th>
<th>80,001 to 90,000</th>
<th>90,001 to 100,000</th>
<th>100,001 to 110,000</th>
<th>&gt;110,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Berthing / Sailing / Shifting</td>
<td>4,222</td>
<td>5,231</td>
<td>5,331</td>
<td>5,711</td>
<td>5,908</td>
<td>6,078</td>
<td>6,313</td>
<td>6,614</td>
<td>6,849</td>
<td>7,156</td>
<td>7,480</td>
<td>8,602</td>
</tr>
<tr>
<td>Kurnell 3 Berthing / Sailing / Shifting</td>
<td>7,229</td>
<td>8,238</td>
<td>8,338</td>
<td>8,718</td>
<td>8,915</td>
<td>9,085</td>
<td>9,320</td>
<td>9,621</td>
<td>9,856</td>
<td>10,163</td>
<td>10,487</td>
<td>11,609</td>
</tr>
</tbody>
</table>

### Additional Rates per Tug

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Third Tug</td>
<td>12,256</td>
</tr>
<tr>
<td>Fourth Tug</td>
<td>15,590</td>
</tr>
</tbody>
</table>

### Surcharges

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Time - Charged in 15 minute increments</td>
<td>25%</td>
</tr>
<tr>
<td>Standby: Push up per hour (minimum charge of two (2) hours)</td>
<td>35% Passive (at wharf) / 50% Active (ex-wharf)</td>
</tr>
<tr>
<td>Escort per hour (minimum charge of two (2) hours)</td>
<td>35% Passive (at wharf) / 50% Active (ex-wharf)</td>
</tr>
<tr>
<td>Dead Ship Movement</td>
<td>50%</td>
</tr>
<tr>
<td>Order / Cancellation - Within Twenty-Four (24) Hours But Greater Than Two (2) Hours of Job Commencement</td>
<td>50%</td>
</tr>
<tr>
<td>Order / Cancellation / Amendment - Within Two (2) Hours of Job Commencement</td>
<td>100%</td>
</tr>
</tbody>
</table>

1 An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.

2 Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

---

**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 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

Rates Per 1 April 2020

---

**Port Manager Details**

Phone: +61 401 143 887

Email: JASON.WEBB@SVITZER.COM

---

**Sydney Fleet As of 1 April 2020**

<table>
<thead>
<tr>
<th>TBP</th>
<th>Type</th>
<th>FIFI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Svitzer Meringa</td>
<td>70</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Warrawee</td>
<td>61</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Warang</td>
<td>57</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Waratah</td>
<td>59</td>
<td>Z</td>
</tr>
<tr>
<td>Svitzer Bondi</td>
<td>50</td>
<td>Z</td>
</tr>
<tr>
<td>Bullara</td>
<td>65</td>
<td>Z</td>
</tr>
<tr>
<td>Willara</td>
<td>47</td>
<td>Z</td>
</tr>
</tbody>
</table>
TERMS AND CONDITIONS
PORT BOTANY, 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 Botany, effective from 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping 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 up to the maximum time duration. Separate charges for additional tugs will apply.

10. Dead ship is applicable when services (whether secured by towlines 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 is applicable for all services and will be updated on a monthly basis according to the matrix within this document.

16. Spill 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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. 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 full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1998) (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 performance of the terms of this agreement.

RETURN TO COVER
RETURN TO TARIFF SHEET
SURCHARGES

OF THE TARIFF RATE

ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS

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 / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT

50%

ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT

100%

¹An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period.

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.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK
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 1 April 2020.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd’s Register of Shipping as the primary face 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 up to the maximum time duration. Separate charges for additional tugs 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 line weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor is applicable for all services and will be updated on a monthly basis according to the matrix within 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, Switzerland, the United Nations or United Nations Security Council.

17. Payment terms are specified on the invoice issued at the time of service. 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 clause 14 and from any other cause whatsoever in connection with the vessel for which Svitzer is responsible. 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 1998) (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, the Tugowner shall be severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Tugowner, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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 50 | AUD 60 | AUD 70 | AUD 80 | AUD 90 | AUD 100 | AUD 110 | AUD 120 | AUD 130 | AUD 140 | AUD 150 | AUD 160 | AUD 170 | AUD 180 | AUD 190 | AUD 200 |
|---------------------------------------|-------|-------|-------|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| BUNKER ADJUSTMENT FACTOR (BAF)        | AUD 16 | AUD 39 | AUD 61 | AUD 83 | AUD 105 | AUD 127 | AUD 149 | AUD 171 | AUD 193 | AUD 215 | AUD 237 | AUD 260 | AUD 282 | AUD 304 | AUD 326 | AUD 348 |

A Bunker Adjustment Factor (BAF) applies to all towage services. The BAF is based on the monthly average per barrel price of Gasoil in Singapore (P MOPS Gasoil 0.5% Strp USD/bbl, Platts index AAPJY’00) 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 bunker price and rate of exchange during the month which is two months previous. For example, to generate the applicable BAF for the month of April 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 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

<table>
<thead>
<tr>
<th>Z</th>
<th>ASD (Combi Lever)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZU</td>
<td>ASD (Uni lever)</td>
</tr>
<tr>
<td>ZT</td>
<td>ATZ (Tractor)</td>
</tr>
<tr>
<td>TS</td>
<td>Twin Screw</td>
</tr>
<tr>
<td>F1</td>
<td>FiFi Type 1</td>
</tr>
<tr>
<td>F2</td>
<td>FiFi Type 2</td>
</tr>
<tr>
<td>FA</td>
<td>Australian FiFi</td>
</tr>
</tbody>
</table>
1. 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 and 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 be in fact owns any tug or tender, and the expression “other Tugowner” contained in Clause 5 thereof 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 however 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 being loaded on board or intended to be loaded on board the Hirer’s 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.

(d) Notwithstanding 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 Hirer’s 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 tug 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 the 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 their cargo 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, however 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 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 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.