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## TOWAGE & (UN-)MOORING CONTRACT

It is hereby agreed between

(A) Client (shipowner), and its principals, agents, subsidiaries, affiliates or associated companies, charterers and operators, hereinafter jointly referred to as the “Hirer” and

(B) SLK Kribi Towage SA, hereinafter to be referred to as the “Tug Owner”, that

1. The Tug Owner shall provide towage and (un-)mooring services to the Hirer, subject to weather conditions at Tug Master’s sole discretion, in the Deepwater Port of Kribi (the ‘Port’) under the conditions mentioned herein.
2. The United Kingdom Standard Conditions for Towage and Other Services (revised 1986) attached to this Towage Contract as Annex I, hereinafter to be referred to as “UKSTC (86)”, apply to all services provided by the Tug Owner and form an integral part of this Towage Contract. In the event of any discrepancy between the stipulations of this Towage Contract and the UKSTC (86), the stipulations of this Towage Contract prevail. In the event of any discrepancy between the UKSTC (86) and the stipulations of Annex II, the UKSTC (86) prevail.
3. The scope of the services and the corresponding charges and conditions are listed in Annex II, which forms an integral part of this contract.
4. Payment for all services is due upon completion and in any case prior to a vessel’s departure from the Port. Invoices outstanding will be liable to an interest charge of 1.5% per month for each month that the invoice remains unpaid.
5. This contract applies automatically when towage and (un-)mooring services are being rendered in the Port.
6. The Tug Owner is at liberty to instruct sub-contractors to effect (part of) the services under this contract and to transfer all rights and obligations under this contract to any of its affiliated, associated or subsidiary companies.
7. This contract including annexes is confidential. Parties agree and warrant that they, their directors, employees and servants will not disclose any information relating hereto to third parties, without prior written authorization thereto of the other party.
8. This contract contains the entire agreement between parties hereto. This contract thus supersedes all previous contracts, arrangements and understandings between the parties, and such previous contracts, arrangements and understandings (if any) shall have no effect.

### For Tug Owner

Name authorized signatory:

Place:

Date:

Signature:

### For Hirer

Name authorized signatory:

Place:

Date:

Signature:

## **Annex I**

## **U.K. STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES (Revised 1986)**

1. (a) The agreement between the Tugowner and the Hirer is and shall at all times be subject to and include each and all of the conditions herein-after set out.

(b) for the purposes of these conditions

- (i) "towing is any operation in connection with the holding, pushing, pulling, moving, scorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise.
- (ii) "vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Tugowner agrees to tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.
- (iii) "tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any towage or other service.
- (iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.
- (v) Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is to be ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug 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 word "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 of the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Tugowner" contained in Clause 5 hereof shall be construed likewise.

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 Clause 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 or 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

(b) The Hirer shall (except as provided in Clause 4(c) and (e)) be responsible for, pay for and indemnify the Tugowner against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4(a) hereof or not, suffered by or made against the Tugowner and which shall include, without prejudice to the generality of the foregoing, any loss of or

damage to the tug or tender or any property of the Tugowner even if the same arises from or is caused by the negligence of the Tugowner his servants or agents.

(c) The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:-

- (i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.
- (ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provide always that, notwithstanding the foregoing, the provisions of Clause 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether express or implied, or the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by or arise out of the presence on board of such persons or property or which arise at any time when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.

(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 for death or personal injury resulting from negligence is not excluded or restricted thereby.

5. The Tugowner shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Tugowner shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tugowner (hereinafter referred to as "the other Tugowner") to hire the other Tugowner's tug or tender and in any such event it is hereby agreed that the Tugowner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tugowner may in addition, if authorised whether expressly or implied by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner as agent for the Hirer contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.

6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Tugowner may have against the Hirer including, but not limited to, any rights which the Tugowner or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tugowner may have to limit his liability.

7. The Tugowner will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation of furtherance thereof or delays of any description, howsoever caused or arising, including by the negligence of the Tugowner or his servants or agents.

8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Tugowner or other Tugowner, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants or 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.

(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.

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## **Annex II Services & Charges**

### **A. Towage Charges - General**

The towage charges shown in this Annex are for the provision of tugs to assist a vessel using own power and arriving at, departing from, or shifting between any berths within the limits of the Kribi Deep Sea Port at any time.

Charges will be applied on the basis of vessel GT (Gross Tonnage) as shown in the current Lloyd's Register of Ships. All charges are in Euro (€) and are per hour for each tug utilised, with a minimum of one (1) hour and any part of a subsequent hour counting as a full hour. For all carriers a minimum of 2 tugs x 1 hour will be invoiced. The usage of 2 tugs is mandatory. **As an exception, if the vessel is a container carrier of a tonnage lower or equal to 50,000 TJB, the outgoing towing will be charged based on the number of tugs used, with a minimum of one tug.**

The towage period begins when a Tug lets go of its moorings from its jetty and stops when the Tug is moored (all fast) again.

### **B. Standard Towage Services Charges**

The Hirer shall be charged and pay the hourly tariff for towage services per Gross Tonnage of the respective vessel to be towed as per following table or any updated version thereof established and published in accordance with the Concession:

Gross tonnage		Euros (€)
From	to	
0	1,000	187
1,001	2,000	250
2,002	3,000	264
3,001	4,000	292
4,001	5,000	316
5,001	6,000	347.5
6,001	7,000	375
7,001	8,000	399
8,001	9,000	430
9,001	9,999	455

1. Above mentioned table may be updated from time to time. Hirers can at all times see the latest tariffs on the website of the Port or request same by email to: [kribitowage@smitlamnalco.com](mailto:kribitowage@smitlamnalco.com).
2. All tariffs and charges are exclusive of VAT and GST. If and as long as Concession Holder is not a VAT-Collector and Hirer is a VAT-Collector, net tariffs will be grossed up with the applicable VAT rate. In this context, VAT-Collector is to be understood as a collector of taxes as referred to in the 'Liste des entreprises privees habilitées a operer les retenues a la source d'impot et taxes au titre de l'exercice' or any other similar regulation.
3. For vessels below 10,000 TJB, the tariff table above applies. For vessels above 9,999 TJB the following formula is applicable: 455 Euros + 0.0384 Euros x (Actual TJB – 10,000 TJB)
4. Towing Tariff is per hour per tug, where a part of an hour will be rounded up to a whole hour.
5. Towage Tariff between 18.00 hrs. and 06.00 hrs. is 150% of tariff in above table.
6. Towage Tariff during weekend days (Friday 18.00 hrs. – Monday 06.00 hrs.) is 150%.
7. Towage Tariff during National Holidays (from 18.00 hrs. evening before – 06.00 hrs. morning after the National Holiday) is 150%.
8. For all vessels, incoming and outgoing, towage is obligatory and a minimum of 2 tugs x 1 hour will be invoiced per vessel move, also in unlikely event when tugs are not used. As an exception, if the vessel is a container carrier of a tonnage lower or equal to 50,000 TJB, the outgoing towing will be charged based on the number of tugs used, with a minimum of one tug.
9. Tariffs are updated each 1<sup>st</sup> of July for inflation.
10. Tariffs are based on a fuel price of EURO 588 (in year 1) and price adjustments may apply based on actual fuel price on latest invoice for bunkering, In principle a 10% change in the fuel price will affect the invoice amount

with 1,05%.

11. Tariffs are in EURO.

### C. Mooring Charges – General

The mooring charges shown in this Annex are for the provision of mooring crew to assist a vessel during (un)mooring to and from any berth within the limits of the Kribi Deep Sea Port at any time. Charges will be applied on the basis of vessel GT (Gross Tonnage) which is as shown in the current Lloyd's Register of Ships. All charges are in Euro (€) and are per half hour (or part thereof), with a minimum of a half hour.

Mooring begins at the moment the vessel is pushed against the berth by the Tugs and stops when the vessel is All Fast. Unmooring begins at the moment the mooring crew arrives at the berth where the vessel is moored and stops when the last line is removed.

### D. Standard Mooring Services Charges

The Hirer shall in accordance with the respective Towage Contract be charged and pay a tariff for mooring per Gross Tonnage per half hour as per following table or any updated version thereof established and published in accordance with the Concession (the '(Un-)Mooring Tariff') as from the moment the mooring crew arrives at the jetty where the vessel is moored and stops when the last line is removed:

Gross tonnage		Euros (€)
From	to	
<b>0</b>	<b>1,000</b>	67,5
<b>1,001</b>	<b>2,000</b>	90.5
<b>2,002</b>	<b>3,000</b>	99
<b>3,001</b>	<b>4,000</b>	101
<b>4,001</b>	<b>5,000</b>	105
<b>5,001</b>	<b>6,000</b>	109
<b>6,001</b>	<b>7,000</b>	116
<b>7,001</b>	<b>8,000</b>	117
<b>8,001</b>	<b>9,000</b>	123.5
<b>9,001</b>	<b>9,999</b>	125

1. Above mentioned table may be updated from time to time. Hirers can at all times see the latest tariffs on the website of the Port or request same by email to [kribitowage@smitlamnalco.com](mailto:kribitowage@smitlamnalco.com).
2. (Un-)Mooring services are provided by Concession Holder with a dedicated mooring crew on the quayside to all vessels calling at the Port and form part of the Towage and (Un-)Mooring Contract.
3. All tariffs and charges are exclusive of VAT and GST. If and as long as Concession Holder is not a VAT-Collector and Hirer is a VAT-Collector, net tariffs will be grossed up with the applicable VAT rate. In this context, VAT-Collector is to be understood as a collector of taxes as referred to in the 'Liste des entreprises privees habilitées a operer les retenues a la source d'impot et taxes au titre de l'exercice' or any other similar regulation.
4. For vessels below 10,000 TJB, the tariff table above applies. For vessels above 9,999 TJB the following formula is applicable: 230.5 Euros + 0.0072 Euros x TJB
5. Mooring Tariffs will be charged per hour, whereby any time over 1 hour will be pro rata.
6. The minimum calculated time is one hour.
7. Mooring Tariff between 18.00 hrs. and 06.00 hrs. is 150% of tariff in above table.
8. Mooring Tariff during weekend days (Friday 18.00 hrs. – Monday 06.00 hrs.) is 150%.
9. Mooring Tariff during National Holidays (from 18.00 hrs. evening before – 06.00 hrs. morning after the National Holiday) is 150%.
10. Tariffs are updated each 1<sup>st</sup> of July for inflation.
11. All tariffs and charges are exclusive of VAT/GST.

12. Tariffs are based on a fuel price of EURO 588 (in year 1) and price adjustments may apply based on actual fuel price on latest invoice for bunkering. In principle a 10% change in the fuel price will affect the invoice amount with 1,05%. Tariffs are in EURO

**E. Other Charges**

Type of Service	
If the tug is kept waiting through any fault of the vessel vessel's agent. Per hour or part thereof	Standard tariff applies
Dead Ship (not under own power)	50% surcharge on tariff
Cancellation per tug	1 hour
Delivering any service between 18.00 hrs and 06.00 hrs.	50% surcharge on rates
Delivering any service during weekend days (Friday 18.00 hrs – Monday 06.00 hrs.)	50% surcharge on rates
Delivering any service during National Holidays (from 18.00 hrs. evening before – 06.00 hrs morning after)	50% surcharge on rates

**Note: All mentioned charges are exclusive of Cameroonian Withholding Tax.**

**F. Salvage & other assistance**

For any emergency or salvage assistance requested over and above the above stated “Other Charges” or any assistance outside the limits of the port, the Tug Owner has the right to negotiate the terms under which that assistance may be provided, subject to availability.

**G. Service Ordering**

- 1) Services (towage and/or (un)mooring) will be ordered via, and any notifications/submissions shall be made to the Kribi Port Harbour Master by email to TBC [expect [harbourmaster@pak.cm](mailto:harbourmaster@pak.cm) and [kribitowage@smitlamnalco.com](mailto:kribitowage@smitlamnalco.com)].
- 2) The Master of the vessel which will call at the Port shall give Vessel Arrival Notice in accordance with 1) here above as follows:
  - a) Immediately on sailing from the previous port or on receipt of cargo transfer orders, and
  - b) Seventy-two (72) hours,
  - c) forty-eight (48) hours,
  - d) twenty-four (24) hours,
  - e) twelve (12) hours,
  - f) six (6) hours,
  - g) one (1) hour

prior to the ETA of the vessel at Kribi Port meeting point outside Port approaches, being at maximum 1,5 Nm. outside the Kribi Port breakwater (the ‘ETA’ and ‘Meeting Point’), each time confirming or amending the latest ETA notice.
- 3) The following information shall, in addition to the ETA, also be submitted latest 1 hour prior to ETA:
  - a. Ship’s name and call sign
  - b. Expected arrival draught at Kribi
  - c. Any changes in expected draught and known deficiencies affecting vessel assistance
  - d. Availability of the jetty and the location where the vessel is to be berthed.
  - e. Expected departure date and time
- 4) Any updates to bookings should be made direct to the Kribi Port Harbour Master with copy to Kribi Towage. If the ETA changes by more than two (2) hours, the Master shall promptly give notice. Tug orders may be amended up to 48 hrs. before the service is required.

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- 5) The Master of a vessel berthed at the Port shall give Vessel Departure Notice in accordance with 1) here above as follows:
- a) twelve (12) hours,
  - b) six (6) hours,
  - c) one (1) hour
- prior to the ETA of the vessel at Kribi Port meeting point outside Port approaches, being at maximum 1,5 Nm. outside the Kribi Port breakwater (the 'ETA' and 'Meeting Point'), each time confirming or amending the latest ETA notice.
- 6) The Cancellation charge as under E. here above will apply where towage and/or (un)mooring services are cancelled or amended less than 48 hours before the booked time.
- 7) The tugboats are in principle idle at the berth and mooring people are idle onshore. The Tug Master will only following the one (1) hour notice start the warm-up and mobilization process. An hour is required to prepare the tugs and mooring people to assist any vessel and to sail to the Meeting Point.
- 8) In principle there are 2 tugs available in the Port. Should a vessel require more than 2 tugs, the Harbor Master shall notify the Concession Holder as soon as possible and at least 10 working days prior to ETA, following which Concession Holder will endeavor to provide a third tug at additional cost to be agreed with Hirer prior to such tug being committed to the respective assistance.