SVITZER

Santo Domingo, 22 March 2024

YEARLY HARBOUR TOWAGE TARIFF REVIEW

Dear Valued Customer

This is to inform you about the review of Svitzer Dominican Republic tariff for 2024.

As you may be aware, Svitzer around the world reviews its tariff rates annually. In the Dominican Republic, however, we have largely maintained the same rate levels since March 2021, despite significant inflation and other cost increases. Unfortunately, we are now in a position that we need to increase our tariff.

The rate adjustments are based on several factors including:

- Accumulated US CPI at 16,44% and Dominican inflation of 18.93%
- Actual cost increases beyond inflation
- Investments in fleet renewal, modernization, and ongoing safety improvements

In light of the above, Svitzer **will be increasing its tariffs for most ports by 15%, effective as of 01 May 2024.** Attached you will find the revised tariff sheets.

While Svitzer remains focused on mitigating costs as far as possible, real cost increases in the maritime sector remain high. We do understand that the increase is significant, and we remain committed to managing ongoing cost pressures and the impacts for our customers.

Thank you for the opportunity to continue providing safe, reliable, and efficient towage and marine services and we look forward to working closely with you in the years ahead.

Please don't hesitate to contact your Commercial team representative should you have any questions or require additional information. Direct contact details are provided below.

Yours sincerely

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"SAFE, RELIABLE AND EFFICIENT"

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HARBOUR TOWAGE TARIFF
SVITZER DOMINICAN REPUBLIC

DOMINICAN REPUBLIC

TOWAGE TARIFF PER PORT

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Ports	Basic rates (USD)	400 – 8,000 GRT	8,001 – 15,000 GRT	15,001 – 20,000 GRT	20,001 – 30,000 GRT	30,001 – 40,000 GRT	40,001 GRT – and over	Bunker surcharge per tug per movement
Rio Haina, Santo Domingo, Boca Chica	Per tug per movement	694.83	1,249.48	1,615.18	1,840.69	2,084.49	2,602.57	477.03
Puerto Plata	First tug	738.71	1,328.71	1,716.35	1,955.28	2,214.92	2,768.35	
	Second tug	923.39	1,660.89	2,145.44	2,444.10	2,768.65	3,460.44	
Amber Cove	Same as Puerto Plata rate plus 1,500.00 per tug							
All	Overtime/additional time (per tug/hour/fraction thereof)	50% surcharge on basic rate						

Rates valid as of		
Puerto Plata November 2023	Other Ports May 2024	Bunker Surcharge April 2024

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Internal

DOMINICAN REPUBLIC

TOWAGE TARIFF PER PORT

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SAN PEDRO DE MACORIS - TARIFF INSIDE THE PORT

First Tug (USD)	400 – 8,000 GRT	8,001 – 15,000 GRT	15,001 – 20,000 GRT	20,001 – 30,000 GRT	30,001 – 40,000 GRT	40,001 GRT– and over	Bunker surcharge
Per movement	694.83	1,249.48	1,615.18	1,840.69	2,084.49	2,602.57	477.03 per movement
Overtime/additional time (per tug/hour/fraction thereof)	50% surcharge on basic rate						
Second Tug (USD)	6,704.50 per movement						29.28%

SAN PEDRO DE MACORIS - TARIFF OFFSHORE (LA CANA AND BUOYS)

	Basic rate (USD)	Bunker surcharge
Per tug per movement	6,704.50	29.28%

Rates valid as of	
May 2024	Bunker Surcharge April 2024

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TOWAGE TARIFF PER PORT

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CAUCEDO CONTAINER TERMINAL

Teu's		Flat rate per tug (USD) No overtime / additional time to apply	Bunker surcharge per tug per movement (USD)
From	To		
1	500	USD 827.62	173.98
501	850	USD 1,379.37	
851	1,200	USD 1,563.29	
1,201	2,000	USD 2,298.95	
2,001	3,500	USD 2,758.73	
3,500	4,500	USD 3,310.47	
4,501	99,999	USD 3,678.30	

Rates valid as of

May 2024

Bunker Surcharge
April 2024

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DOMINICAN REPUBLIC
TOWAGE TARIFF PER PORT

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Ports	Basic rates (per tug per movement)	Bunker surcharge
Azua, Las Calderas	6,826.40	24.40%
Barahona	10,361.50	
La Romana	8,191.68	
Cabo Rojo, Manzanillo, Arroyo Barril	24,380.00	
Palenque SBM	2,793.19	39.04%

Rates valid as of	
May 2024	Bunker Surcharge April 2024

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TERMS AND CONDITIONS
DOMINICAN REPUBLIC

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1. All rates are in American dollars (USD) applicable to a vessel move, shift or otherwise assistance to a vessel in approaching a berth (berthing) and/or leaving a berth (sailing), where the vessel is not aground, adrift, not under command or might be subject to salvage operations.

2. Service is always subject to availability of tugs.

3. Overtime: Mon-Fri 00:00-07:59 Hrs., 12:00-13:59 Hrs. and 18:00-23:59 Hrs.; Sat 00:00-07:59 and 12:00-23:59 Hrs.; Sunday and holidays.

4. Additional time is applicable after the first (1st) hour of service, per hour or fraction thereof.

5. Dead ships and non-propelled vessels: 50% surcharge on base rate.

6. Waiting time: **USD 500.00** per tug/ hour/ fraction thereof. Waiting time to apply as of one hour after the tug appointment time. If a maneuver is not initiated two hours after appointment time, tug operator has the right to cancel the job and the applicable rate for the job will be charged as per tariff.

7. Stand-by service: **USD 500.00** per tug/ hour/ fraction thereof.

8. Transportation of passengers, spare parts and provisions is **USD 1,000.00** per tug/hour/fraction thereof.

9.Booking – A minimum of twenty-four (24) hours prior notice is required. A minimum of four (4) hours confirmation prior maneuver is required.

10. Any order canceled after the Tug has left the berth will be invoiced at 100% of the applicable tariff.

11. For any other services not mentioned herein (salvage, escorting, firefighting and emergency assistance, etc.) rates and terms are available on request.

12. Bunker Surcharge is applicable on all services. Bunker surcharge is based on the official weekly Government published price and the DOP/USD exchange rate and is adjusted up or down every three months or whenever the variation reaches 10%.

13.Svitzer reserves the right to modify the tariff rates and conditions from time to time.

14. All services rendered by Svitzer, salvage services excluded, shall be subject to United Kingdom Standard Conditions for Towage and Other services (revised 1986) (“UKSCT”) https://svitzer.com/standard-conditions/

15. Where services are ordered by any intermediary, such as but not limited to a ship agent, freight forwarder or broker, the intermediary acknowledges that the vessel’s owners, operators, masters, and agents have been informed of and have accepted the Terms and Conditions outlined in this tariff.

16. The intermediary shall provide Svitzer with the following: vessel name, IMO number and the names of all parties directly associated with the vessel such as the vessel’s owner(s), masters, operators, charterers, traders or others involved, to establish customer identity in compliance with sanction requirements.

17. Svitzer must not directly or indirectly be asked to provide services in relation to any vessel, person, entity or cargo in violation of any 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.

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

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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 hereinafter set out.

(b) for the purposes of these conditions:

(i) "towing" is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise.

(ii) "vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Tugowner agrees to tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.

(iii) "tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any towage or other service.

(iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.

(v) Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended.

(vi) The word "tug" shall include "tugs", the word "tender“ shall include "tenders", the word "vessel" shall include "vessels", the work "Tugowner" shall include "Tugowners", and the word "Hirer" shall include "Hirers".

(vii) The expression "tugowner" shall include any person or body (other than the Hirer or the owner if the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Tugowner" contained in Clause 5 hereof shall be 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 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

(b) The Hirer shall (except as provided in Clauses 4(c) and (e)) be responsible for, pay for and indemnify the Tugowner against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4(a) hereof or not, suffered by or made against the Tugowner and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the tug or tender or any property of the Tugowner even if the same arises from or is caused by the negligence of the Tugowner his servants or agents.

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

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

(i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.

(ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether expressed or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by, or arise out of the presence on board of such persons or property or which arise at anytime when the tug or tender is proceeding to or from the Hirer’s vessel in hazardous conditions or circumstances.

(d) Not withstanding anything hereinbefore contained, the Tugowner shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirers' vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether before during or after the making of this agreement.

(e) Notwithstanding anything contained in Clauses 4(a) and (b) hereof the liability of the Tugowner 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 impliedly by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner as agent for the Hirer contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.

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

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

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

9.

(a) The agreement between the Tugowner and the Hirer is and shall be governed by English Law and the Tugowner and the Hirer hereby accept, subject to the proviso contained in sub-clause (b) hereof, the exclusive jurisdiction of the English Courts (save where the registered office of the Tugowner is situated in Scotland when the agreement is and shall be governed by Scottish Law and the Tugowner and the Hirer hereby shall accept the exclusive jurisdiction of the Scottish Courts).

(b) No suit shall be brought in any jurisdiction other than that provided in sub-clause (a) hereof save that either the Tugowner or the Hirer shall have the option to bring proceedings in rem to obtain the arrest of or other similar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found.