



WILMINGTON TUG, INC.

P.O. Box 389, New Castle, Delaware 19720

Operations: (302) 652-1666

Fax: (302) 652-1672

operations@wilm tug.com

www.wilm tug.com

Schedule of Rates, Terms and Conditions

Effective November 15, 2021

ALL TUG SERVICES PERFORMED BY WILMINGTON TUG ARE SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH IN THE CURRENT "SCHEDULE OF RATES, TERMS AND CONDITIONS."



MAP OF THE DELAWARE RIVER



1. RATES PER TUG FOR ASSISTANCE WHILE DOCKING OR UNDOCKING:

Net Registered Tons (NRT)	Zone I Delaware City, DE	Zone II Wilmington, DE	Zone III Claymont, DE to Delair, NJ	Zone IV North of Delair, NJ to Fairless Hills, PA
0 - 9,999	\$ 2,889	\$ 1,328	\$ 1,926	\$ 5,489
10,000 - 14,999	\$ 3,611	\$ 1,660	\$ 2,407	\$ 6,500
15,000 - 24,999	\$ 4,153	\$ 1,909	\$ 2,769	\$ 7,060
25,000 - 39,999	\$ 4,776	\$ 2,196	\$ 3,184	\$ 7,641
40,000 and over	\$ 5,970	\$ 2,745	\$ 3,980	\$ 8,955

The NRT used will be the highest measurement of NRT for the vessel assisted as published in "Lloyd's Register of Shipping."

2. **OTHER SERVICES:** For all tug services other than docking or undocking, an hourly rate will apply. Hourly rates shall be pro-rated in ½ hour increments, with a two-hour minimum. The hourly rate per tug shall be:
 - North of the C&D Canal on the Delaware River - \$790 per hour and running time from and back to the tug station will apply.
 - South of the C&D Canal on the Delaware River or Delaware Bay - \$1,130 per hour and running time from and back to the tug station will apply.
3. **ICE CONDITIONS:** For tug services running through or assisting through ice, in addition to the applicable charge, there shall be a charge of \$345 per hour for each tug, including running time to and from the vessel assisted.
4. **DEADSHIP MOVES:** Rates for all deadship moves will be furnished upon request. The Limitation of Liability terms set forth in Paragraph 7 shall apply to all Tug services rendered. Owners must make all necessary arrangements for a master and, if required or deemed advisable, a duly licensed State pilot and docking pilot to serve aboard the

Deadship, and to direct the navigation of the flotilla. In the event that Owners utilize one or more pilots, each pilot will be deemed a borrowed servant of the Deadship assisted and her owner and operator for all purposes and in every respect, each pilot's services while so engaged being the work of the Deadship assisted, her owner and operator, and being subject to the exclusive supervision and control of the Deadship's master or Owners' other command personnel aboard. No pilot will be considered an employee, servant, or agent of Wilmington Tug. Wilmington Tug's tugboats will act at all times in accordance with the direction of the pilots and master, as applicable.

5. **FORCE MAJEURE:** Wilmington Tug, the tugs, their respective owners, affiliates, operators, charterers, managers, underwriters, masters, and crews (collectively, the "Tug Interests"), shall not be responsible or liable for any expense, loss, damage or claim whatsoever caused by or resulting from delays, failures or omissions in the performance of services due to strikes, lockouts, labor disturbances, riots, fire, earthquakes, storm, lightning, epidemics, war, disorders, acts of God, acts of the public enemy, port congestion, shortage of tugs, mechanical breakdowns, priorities in service, or any other cause whatever beyond their control.

6. **EMPLOYMENT OF OTHER TUGS:** If at any time our tugs are not conveniently available for the required services, we will endeavor to designate or engage other tugs to provide service, but Wilmington Tug shall not be liable for damages in case it is not able, at any time, for any reason, to furnish service with our own tugs or designate or engage other tugs. Any tug designated or engaged by Wilmington Tug to perform services shall, together with such tug's owners, master and crews, have the benefit of all defenses, exemptions, and limitations of liability available to Tug Interests. Wilmington Tug does not either expressly or impliedly warrant the seaworthiness, power, equipment, or competency of the crew of any tug or tugs designated or engaged by Wilmington Tug. If for any reason at any time Wilmington Tug is unable to have tugs owned or specified by us on hand to serve Owner's vessel, Owner is at liberty to engage any other tugs to serve it at such time but without the right to charge Wilmington Tug any difference in price.

7. **LIMITATION OF LIABILITY:**
 - a) The furnishing of any service or anything done in connection therewith, shall not be construed to be or to give rise to a personal contract, and it is understood that Tug Interests shall have the benefit of all exemptions from, and limitations of, liability to which an owner of a vessel is entitled under the laws of the United States. WILMINGTON TUG AGREES TO EXERCISE REASONABLE CARE IN THE PERFORMANCE OF TUG SERVICES BUT DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF WORKMANLIKE SERVICE.
 - b) Unless entitled to immunity or to defenses to, exemptions from or limitations of liability provided under this Schedule or under any applicable law, rule or regulation that would reduce their liability to an amount less than that hereinafter set forth, Tug Interests shall be liable, only to the extent of damage proximately caused by their negligence, which negligence shall not be assumed but shall be affirmatively proven, for claims, demands, causes of action, liabilities and costs (including third party claims) arising out of or in connection with any occurrence or series of occurrences related to the provision of tug services pursuant to this Schedule up to a maximum aggregate amount of two hundred thousand dollars (U.S. \$200,000.00). Owner understands and agrees that tug services are rendered at all times under the supervision and command of Owners' servants, (including the Master of the vessel being assisted and docking pilots), or of State pilots, none of whose actions or inactions may be imputed to the Tug Interests. Owner further understands and agrees that the rates charged by or on behalf of Wilmington Tug for tug services are predicated upon the limitations of liability and the indemnities set forth in this Schedule. Should Owner desire that Tug Interests retain liability in excess of \$200,000.00 it should notify Wilmington Tug in writing, whereupon Wilmington Tug will quote rates for tug services predicated on higher liability limits. Any such quote must be accepted by Owner in writing at least twenty-four (24) hours prior to commencement of tug services to the vessel being assisted, failing which the rates and liability limitation otherwise provided in this Schedule shall prevail. Nothing in this Schedule shall be construed to waive or limit the right of Tug Interests to



assert any defenses to liability available to them or to avail themselves of any rights of limitation or exemption from liability under any applicable law, rule, or regulation.

- c) Owners and any vessel assisted hereunder assume all risk of, and shall indemnify Tug Interests from and against, any and all loss or damage sustained by Owners, Tug Interests or any other vessel, property or person that results from the parting, heaving or sudden movement of any hawser or other line, by whomsoever furnished or howsoever caused.
- d) Notwithstanding anything to the contrary in this Schedule or elsewhere, Owner understands and agrees that the rates charged hereunder are also predicated on Owner's agreement that the Tug Interests shall have no liability for any consequential, punitive, exemplary, or special damages of any kind howsoever arising.
- e) Owner agrees to indemnify, defend and hold harmless the Tug Interests from and against any and all claims, demands, causes of action, liabilities and costs (including attorneys' fees and third party claims of whatever nature) in excess of the applicable amounts set forth in (b) above that are attributable to the acts or omissions, whether or not negligent, of the Tug Interests, or any of them, or to the unseaworthiness of any tug and which arise out of or in connection with any occurrence or series of occurrences related to the provision of tug services pursuant to this Schedule. Except as set forth below, the parties intend for this indemnity to apply in all instances including, without limitation, allision, collision and third-party claims. Owner warrants that it possesses sufficient and adequate insurance on the vessels assisted, including hull and machinery, P&I, cargo and pollution coverage to comply with all applicable laws and to respond for any losses arising out of or connected in any way with the tug services, with all rights of subrogation for losses under said insurances waived as to Tug Interests and with Tug Interests entitled to all benefits under said insurances of an additional assured or coassured, as applicable.
- f) Nothing in this Schedule shall preclude Wilmington Tug from recovering from any responsible party for any damages sustained by any tugs providing service hereunder.
- g) If any provision of this Schedule is found void or unenforceable, the remaining terms and conditions shall remain in full force and effect.

8. PILOTAGE: Wilmington Tug does not furnish pilots or pilotage to vessels making use of or having available their own propelling power, so that whenever any licensed pilot, or a captain of any tug which is furnished to or is engaged in the service of assisting a vessel making use of or having available her own propelling power, participates in directing the navigation of such vessel, or in directing the assisting tugs, from on board such vessel or from elsewhere, it is agreed that he becomes the borrowed servant of the vessel assisted and her owner or operator for all purposes and in every respect, his services while so engaged being the work of the vessel assisted, her owner and operator, and being subject to the exclusive supervision and control of the vessel's personnel. Any such service performed by any such person is beyond the scope of his employment, if any, for Wilmington Tug and Tug Interests shall not be liable for any act or omission of any such person. The provisions of this paragraph may not be changed or modified in any manner whatsoever except by written instrument signed by an officer of Wilmington Tug.

9. AUTHORITY TO BIND: With respect to vessels that are not owned by the person or entity ordering the tug service, it is understood and agreed that such person or entity warrants that it has authority to bind and does so bind the vessel's owners, operators, agents, charterers, and managers, as well as the vessel itself, to all the provisions of this Schedule, and agrees to indemnify and hold Tug Interests harmless from all damages and expenses that may be sustained or incurred in the event and in consequence of such person or entity not having such authority.

10. FUEL SURCHARGE: All rates published in this Schedule are subject to the prevailing fuel surcharge formula.

11. PAYMENT TERMS: Net 30 days. In the event that payment is not made when due, in whole or in part, Wilmington Tug shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs, and interest of 1.5% per month on all outstanding balances.

