

General Towage Conditions

1. Definitions

Tug Owner: The party which undertakes to perform the Services.

Customer: The party which has contracted with the Tug Owner to perform the Services.

Services: The services required by the Customer in relation to a Towed Object or otherwise, in particular towing or pushing, pushing alongside, pulling away or steadying the object or any other support in executing a navigational manoeuvre as well as the Assistance.

Assistance: Services rendered in Close Proximity of a manned Towed Object under the command of its master or pilot, consisting in standing –by of a tug in the vicinity of an object for the purpose of assisting by towing as the case may be.

Close Proximity: The area within which the Tug and the Towed Object affect or may affect each other or are or may be subject to the influence of each other.

Towed Object: Any floating object, whether manoeuvrable or not, including, in particular, seagoing vessels, in respect of which the Services are being rendered.

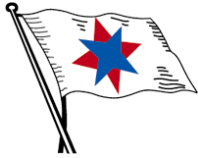
Tug: The tug or tugs including their master and crew and equipment actually performing the Services, operated by the Tug Owner.

2. Conclusion of the contract of Towage

(1) The contract of Towage shall be deemed to be concluded at the moment when the Tug Owner declares to the Customer that he accepts his order to perform the Service.

(2) The order of Service as well as the declaration of acceptance of order may be effected by mail, fax, e-mail or orally by using radio or telephone. The oral declaration of acceptance of order shall be subsequently confirmed in writing.

(3) All Services of the Tug Owner shall be rendered exclusively on the basis of these General Towage Conditions, unless otherwise expressly agreed in the contract of Towage.



3. Exercising the Services

(1) When Services are rendered in respect of manned Towed Objects which are under the command of a master or pilot, the navigational command lies with the master or pilot of Towed Object, whereas the duty of the Tug Owner shall be limited to making the Tug's services available to carry out the instructions of the Towed Object's master or pilot, as the case may be.

(2) The Tug Owner is entitled to make use of Tugs according to his own choice and in accordance with the provisions of relevant legislation.

(3) If the exercise of the Services is impossible or significantly more difficult due to circumstances beyond the Tug Owner's control, in particular weather constraints, e. g. storm, ice or bad visibility, the Tug Owner shall be at liberty to withdraw from a contract without any claims on side of the Customer.

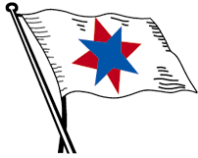
(4) The Tug Owner renders services on a first-come, first-serve basis. The priority of service is in accordance with the custom of the port or port authorities' orders. The Tug Owner shall always be entitled to render emergency assistance to people or crafts. This may lead to delays when rendering the Services, for which the Tug Owner shall not be responsible.

(5) The events of the third parties' life or property being exposed to danger as well as if the danger imperils the life of people onboard the Tug or the property of the tu-Owner, the Tug Owner shall be entitled to stop the Services rendered, whereby appropriate measures shall be taken to secure the safety of the Towed Object. Once the cause for the interruption of Services has ceased, the Tug Owner shall resume with the Services without undue delay.

(6) After the execution of the Service, the Tug Owner issues the towage receipt. Unless otherwise stipulated in towage receipt, the Service shall be deemed to be performed in accordance with the contract of towage and seamen's good practice.

4. The Customer's Duties

(1) The Customer shall ensure that the Towed Object is in all respects ready to allow the safe performance of the required Services, that all safety regulations relevant to the Towed Object are observed, that all required permissions in respect of the Towed Object and the Services are available and conditions imposed in such permissions are observed.



(2) The Customer shall further ensure that the master or pilot, as the case may be, of the Towed Object gives orders in such a way that neither the Towed Object nor the Tug or interests of third parties are exposed to danger.

5. Remuneration

(1) Unless otherwise agreed, the Customer shall pay a remuneration in accordance with the Tug Owner's tariffs, after the performance of Service, upon rendering the invoice in cash or to bank account indicated in the invoice.

(2) The agreed remuneration, as stipulated in clause 5.1 above, does not cover any extraordinary services or salvage services nor the Services in extraordinary circumstances. The remuneration for such Services shall be agreed separately.

(3) The remuneration is payable at the Tug Owner's place of business upon rendering the invoice.

(4) The Customer is only entitled to deduct from a remuneration of Tug-Owner only the claims as adjudicated in final and binding judgment against the Tug-Owner or acknowledged in writing by the Tug-Owner.

(5) The Tug-Owner is entitled to remuneration as stipulated in 5.1, also in the event when he was ready for the performance of Service, which was not performed due to the reasons for which the Customer is liable. The Tug Owner is also entitled to the remuneration in case stipulated in clause 3.3.

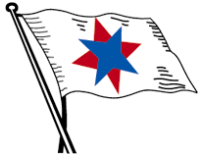
6. Customer's Liability

(1) The Customer shall be liable for any damage to the Tug and/or people or things on board of the Tug, unless he proves the damage was caused by gross negligence or intentionally by the Tug Owner.

(2) The Customer shall be liable for any damage to the third parties or other vessel in the towage team incurred during the time of Service, unless he proves the damage has resulted from circumstances for which he bears no responsibility.

(3) In relation to Clauses 6.1 and 6.2 above, the burden of proof in respect of gross negligence or intentional act of the Tug Owner, and in respect of circumstances for which he bears no responsibility shall rest with the Customer.

(4) Whenever the Tug is out of service due to reasons for which the Customer is liable, the Tug Owner is entitled to contractual indemnity for loss of income of EUR 3.000 per calendar day. The Tug Owner's right to claim damages exceeding this



amount remain unaffected.

(5) In case of a delay in commencement of performing or a delay in performing the Service due to the reasons of Towed Object or Customer, the Customer shall be liable to Tug Owner for all the incurred losses.

(6) In case of Services rendered by a Tug owned by a third party, the Tug Owner is entitled to claim on his behalf the losses suffered by that third party in accordance with performance of Service on his own behalf

(7) The foregoing provisions do not in any way affect other rights, claims or remedies the Tug Owner may have against the Customer, due to the provisions of relevant legislation.

7. Tug Owner's Liability

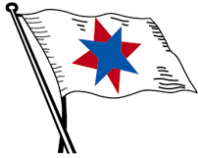
(1) The Tug Owner shall be liable for actual loss or damage suffered by the Customer only to the extent that it was caused by gross negligence or intentional acts of the Tug Owner.

(2) The Tug Owner shall only be liable in respect of direct loss or damage that is reasonably foreseeable, without any liability for indirect loss or damage.

(3) The Tug-Owner shall be liable for the delay in performing the Services, arising out of gross negligence or intentional acts of the Tug-Owner, whereas the liability in respect of delayed Services shall be limited up to the amount of triplated remuneration for the delayed Service, for the whole period of delay.

(4) Clause 7.1 above does not apply to personal injury claims. In such cases, the relevant legislation shall apply.

(5) In case the Tug Owner is considered to be a carrier, his liability in respect of loss of or damage to the goods including the Towed Object shall not exceed 2 Special Drawing Rights of the International Monetary Fund per kilogram of any goods lost or damaged.



(6) In any event the Tug Owner shall be entitled to limit his liability as provided for in provisions on ship owners' limitation of liability applicable to the Tug which caused the damage, such as the Convention on Limitation of Liability for Maritime Claims, 1976, as amended, or the Convention on Limitation of Liability in Inland Waterway Shipping (CLNI), 1988, or any national legislation, as the case may be.

This also applies if the Tug provided by the Tug Owner to perform the Services is not owned, chartered, leased, managed or operated by the Tug Owner.

(7) The exclusions and limitations referred to in Clauses 7.1 through 7.6 above shall apply to any claim be it in contract or otherwise against the Tug Owner. They shall also apply in favour of his servants or sub-contractors including, in particular, any third party owner of the Tug as well as the Tug's master and crew.

8. Indemnity

The Customer shall indemnify the Tug Owner for all third party claims in respect of loss or damage for which, as between the Tug Owner and the Customer, the Customer is liable.

9. Law and Jurisdiction

The contract of Towage is subject to English law. Any and all disputes arising under the contract or in connection with the Services rendered shall be subject to the exclusive jurisdiction of the International Court of Arbitration for Marine and Inland Navigation in Gdynia.

10. Polish Version

These General Towage Conditions has been executed in Polish and English. The Polish version of these General Towage Conditions shall prevail.