



## 1. Contents.

1. Contents.....	1
2. General provisions.....	1
3. Application of the Tariff and settlements.....	1
4. Towage assistance in the ports of Świnoujście, Police and Szczecin.....	2
5. Fire-fighting assistance.....	2
6. Hire of equipment.....	3
7. Mooring services.....	3
8. Supervision of moored vessels.....	4
9. Supply of utilities.....	4
10. Customers' obligations.....	4
11. Ordering of the services.....	4
12. Claims.....	5
13. Contact details.....	5
14. Appendix no 1 – Bunker surcharge table.....	6
15. Appendix no 2 – Order.....	7

## 2. General provisions.

- 2.1. This Tariff of Charges (hereinafter referred to as „the Tariff”) stipulates the charging rules for services rendered by Fairplay Towage Polska Spółka z ograniczoną odpowiedzialnością Sp. k., Gdynia (hereinafter referred to as "Fairplay Towage Polska") in the ports of Świnoujście, Szczecin and Police.
- 2.2. Due to the non-standard requirements, as per Port Regulations, for towage and mooring services performed in the outer port and the LNG Terminal in Świnoujście, all services rendered for LNG tankers require separate agreements as to the charges, the scope and time of the service, with an at least 21-days' notice regardless other provisions of this Tariff.
- 2.3. The following services are charged based on this Tariff:
  - 2.3.1. Tug escort;
  - 2.3.2. Fire protection escort;
  - 2.3.3. Hire of floating equipment;
  - 2.3.4. Mooring services;
  - 2.3.5. Supervision of Moored Vessels;
  - 2.3.6. Other services ordered and accepted for delivery.
- 2.4. Due to strong fluctuations and unpredictability of prices of marine fuels, Fairplay Towage Polska reserves the right to implement a bunker surcharge to the services listed in items 2.3.1., 2.3.2. and 2.3.3. Rules governing the bunker surcharge are stipulated in Appendix 1 attached hereto.
- 2.5. Towing services are provided based on "General Towage Conditions" in its version valid as for the date of the service.
- 2.6. The rates given in this Tariff are net (excl. VAT) rates.
- 2.7. Icebreaking services require separate agreements as to the fees, the scope and time of delivery.
- 2.8. In case of discrepancies between English and Polish version of this Tariff, Polish version shall prevail.

## 3. Application of the Tariff and settlements.

- 3.1. The charges stipulated herein are binding only if parties made no other agreements as to the rates and terms of settlements in separate contracts.
- 3.2. The tariff rates are given in € (Euro).
- 3.3. Conversion from EUR to PLN is done according to average exchange rate as reported by the National Bank of Poland, valid for the last banking day prior to rendering of the service.
- 3.4. The tariff rates shall be increased by due VAT, when applicable, according to governing tax regulations at the time of completion of the service.
- 3.5. The minimum value of any invoice shall be 10 € (Euro).
- 3.6. All charges expressed in percentage shall be summed up increasingly.
- 3.7. The obligation to pay the amount due for received services is born upon placing the order for delivery of the service.
- 3.8. The amounts due, shall be paid by the entity which ordered the service, immediately after receipt of the invoice, however not later than it is stated in that invoice. Legal interest shall be charged for the delayed payments.
- 3.9. Fairplay Towage Polska reserves the right to demand a financial security from the ordering party.



#### 4. Towage assistance in the ports of Świnoujście, Police and Szczecin.

- 4.1. Tug escort consists of assisting a vessel on her coming to or leaving berths within the areas of the ports of Świnoujście, Police and Szczecin, in accordance with the requirements stipulated in the Port Regulations as to the place where the escort is to begin or end, number and parameters (bollard pull and propulsion type) of tugs used for assistance.
- 4.2. Tug escort services within the areas of the Szczecin, Police and Świnoujście ports shall be charged based on the vessel's Gross Registered Tonnage, expressed in GT or BRT ( 1 GT = 1 BRT), in accordance to the valid vessel's international tonnage certificate, issued in accordance with the "International Convention on Tonnage Measurement of Ships" of 1969. In case of dispute the data from Lloyd's Register of Ships concerning tonnage of vessels shall prevail.
- 4.3. Upon charging for towage assistance services, basic rates shall apply, providing that:
  - 4.3.1. the number of tugboats used does not exceed the number stated in Port Regulations. Each tugboat in excess of what is required by the Port Regulations shall be charged according to the hourly rates (as per item 6).
  - 4.3.2. Parameters (bollard pull and propulsion type) of the tugs used for assistance are in line with the Port Regulations requirements. Mobilization, working time and/or demobilization of the tug with higher parameters shall be charged according to the hourly rates (as per item 6 of this Tariff).
  - 4.3.3. The place where the towage assistance begins and ends is in accordance with the place specified in the Port Regulations. Otherwise, for additional working time of tugs, a charge according to the hourly rates applies (as per item 6 of this Tariff). Additional time is being counted from the time the tugboat passes the place where towing assistance of a given ship shall begin, specified in Port Regulations, to the actual place where the tug assistance begins and back, and from the time the tugboat shall pass the place where towing assistance of a given ship is completed, specified in the Port Regulations, to the actual point where assistance is completed and back.
- 4.4. Basic charges for tug escort:
  - 4.4.1. Vessel's entering or leaving a port, for each 1 GT:

Vessel length / Port	Szczecin / Świnoujście*	Police
<b>90,01 m – 140 m</b>	0,25 € (Euro)	0,29 € (Euro)
<b>140,01 m – 180 m</b>	0,34 € (Euro)	0,39 € (Euro)
<b>180,01 m – more</b>	0,39 € (Euro)	0,43 € (Euro)

\* does not apply to the LNG Terminal /outer port in Świnoujście – see item 2.2.

- 4.4.2. Towing from one berth to another, within one port or along the same berth - basic fee for entry/exit applies as per item 4.4.1, increased by 0,10 € (Euro) for each 1 GT of the vessel;
- 4.5. Tug escort services for tandems are charged based on hourly rates (as per item 6).
- 4.6. In case tugboats have to wait for more than half an hour, an additional 25% fee of the full rate for tug escort (plus all other due surcharges) shall be charged, for each commenced hour of being on standby.
- 4.7. For operation in ice conditions, a 20% surcharge of the basic rate shall be added (does not apply for the ice-breaking services).
- 4.8. For escorting a vessel without using its own propulsion, a surcharge of 50% shall be added.
- 4.9. Operations which were cancelled and have not been resumed, shall be charged according to the relation of the actual towing distance to the intended towing distance, however not less than 50% of the Tariff rate for the given towing.
- 4.10. Charges for towage assistance for vessels with LOA of 90mtrs and more, and GT less than 3000, shall be applied as for vessels with GT=3000.
- 4.11. Vessels with LOA of less than 90mtrs shall be charged according to the hourly rates (as per item 6 of this Tariff).
- 4.12. 30% discount on the full tariff rates applies for the cruise ships.
- 4.13. In case the vessel gets an exemption from the number of tugboats and combined minimum bollardpull as stipulated in the applicable Port Regulations, a 50% discount is granted for each exempted tugboat. The fee for the given tugboat shall be calculated by dividing the total sum due for the towage assistance (as per item 4.2., including applicable rebates) by the number of tugboats required by the Port Regulations.

#### 5. Fire-fighting assistance.

- 5.1. Fairplay Towage Polska provides fire-fighting assistance/escort services with FIRE FIGHTING 1 and FIRE FIGHTING 1a tugboats.
- 5.2. Fees for fire-fighting assistance shall be based on hourly rates (as per item 6 of this Tariff)
- 5.3. Charge for fire fire-fighting and rescue action, performed during the fire-fighting escort, with use of a tugboat class FIFI 1 or FIFI 1a –9.870 € (Euro) - for each commenced hour, increased by the cost of consumed materials and means the

**TARIFF OF CHARGES**

Valid as of 01.05.2024



tugboat is equipped with, on the basis of their replacement value. Operation time shall be charged from stopping the fire-fighting escort till its resuming, or from unmooring of the tug from its berthing place till mooring at the same place afterwards.

- 5.4. Participation in fire-fighting actions other than those performed as a part of fire-fighting assistance (see item 5) shall be subject to separate negotiations, without prejudice to the provisions of the Tariff.
- 5.5. Fairplay Towage Polska reserves the right to claim for salvage, directly from the entities who benefits on the salvage or whose property was the object of the salvage.

**6. Hire of equipment.**

- 6.1. The fees for hiring of floating equipment shall be charged on the hourly rates, as per item 6, while the equipment operation time shall be counted from the moment of unmooring at the berthing place until mooring at the same place.
- 6.2. Tugboats- rates for each started hour (excluding salvage, icebreaking or fire-fighting actions):

<b>Horse Power (HP)</b>	<b>Rate in EUR</b>
1001 - 1700	<b>550,00 €</b>
1701 - 2500	<b>660,00 €</b>
2501 - 3200	<b>770,00 €</b>
3201 - 4000	<b>1000,00 €</b>
4001 - 5000	<b>1200,00 €</b>
5001 - *	<b>30,00 €</b>

\* for every additional 100 HP

- 6.3. Other equipment.

<b>Name (Type)</b>	<b>Horse Power (HP)</b>	<b>Rate in € (Euro)</b>
Pusher	780	330 € / hour
Mooring boat	95	165 € / hour
Mooring boat	247	280 € / hour

- 6.4. For services rendered in ice conditions, a surcharge of 20% shall be added (excluding ice-breaking services).
- 6.5. For escorting or towing a vessel that does not use her own engines, a surcharge of 50% shall be added. This surcharge also apply in case the ship loses its ability to operate under its own propulsion during the service.
- 6.6. Cargo deliveries by tugboats requires individual arrangements as to the possibilities and the rates.

**7. Mooring services.**

- 7.1. Mooring services shall be charged according to Gross Tonnage, expressed in GT or BRT ( 1 GT = 1 BRT), in accordance with the current vessel's international tonnage certificate issued in accordance with the "International Convention on Tonnage Measurement of Ships" of 1969. In case of dispute the data from Lloyd's Register of Ships concerning tonnage of vessels shall prevail.
- 7.2. To calculate the fee due for mooring or unmooring of tandems, the total GT of the tugboat and towed object shall be used.
- 7.3. Minimum flat fee for mooring or unmooring of vessels with GT less than 3000 or towing tandems with a combined GT (tug / tugs + towed object) less than 3000, is 170 € (Euro) for each linesman.
- 7.4. For mooring or unmooring of vessels or tandems, the charge is 0,05 € (Euro) for each 1 GT of the vessel. (does not apply to the LNG Terminal /outer port in Swinoujście – see item 2.)
- 7.5. Should it be necessary to use mooring boats for mooring operations, the mooring boat cost shall apply in accordance with item 6.2. of the Tariff.



- 7.6. Should a delay last longer than 1 hour, 25% of the charge for the mooring service shall be added for each commenced hour of waiting of the ordered linesmen.

## 8. Supervision of moored vessels.

- 8.1. Supervision of moored vessels shall not be understood as the watch, supervision or security action, as defined in the Port regulations, the Maritime Code, the STCW Convention or the ISPS Code.
- 8.2. Master of a vessel moored at the berth is liable for obeying port, environment protection and public order regulations and for assuring appropriate supervision over the vessel and crew during her stay in the port.
- 8.3. The base for calculation of charges for supervision of moored vessels is the occupied mooring length and the period of mooring.
- 8.4. Charges for surveillance of moored vessels are calculated per linear meter of the occupied mooring length (the vessel's LOA plus 10%) and each started hour of berthing on the basis of the following rates:
- 8.4.1. Vessels occupying up to 99,9 mtr of mooring length – 0,11 € (Euro) per meter;
- 8.4.2. Vessels occupying from 100 to 149,9 mtr of mooring length – 0,17 € (Euro) per meter;
- 8.4.3. Vessels occupying 150 mtr or more of the mooring length – 0,27 € (Euro) per meter.
- 8.5. Time the vessel uses the berth shall be calculated from her mooring to unmooring.

## 9. Supply of utilities.

- 9.1. Bases for calculation of charges for utilities are as follows:
- 9.1.1. Electric power – shore meter readings for consumption in kWh;
- 9.1.2. Fresh water – shore meter readings for consumption in m<sup>3</sup>.
- 9.2. Supply of utilities to vessels shall be charged with the following rates:
- 9.2.1. Electric energy (connection to / disconnection from a switchboard) – 33,00 € (Euro);
- 9.2.2. Electric energy – 1 € (Euro) for 1 kWh;
- 9.2.3. Fresh water (connection to / disconnection from a hydrant) – 33,00 € (Euro);
- 9.2.4. Fresh water – 5,00 € (Euro) for 1 m<sup>3</sup>.
- 9.3. Fairplay Towage Polska does not supply, nor take any responsibility for electrical cables or electric adaptors, or water hoses and reducers provided by the Customer

## 10. Customers' obligations.

- 10.1. The Customer shall place a written order, obey the provisions of the Tariff and make timely payments of amounts due for services received.
- 10.2. The Customer shall make all necessary arrangements and take precautions in order to assure the safe rendering of the ordered services. This primarily means obeying all legal requirements and conditions concerning the object of the order, as well as obtaining all permits and consents required by law.

## 11. Ordering of the services.

- 11.1. Orders for the services are to be tendered in writing, on the form as presented in Appendix 2 hereto. In particular cases an order can be placed in a different form, but in all cases it must provide the details required in the aforesaid form. In case of urgent orders placed by phone, it is necessary to confirm them in writing as soon as possible.
- 11.2. The order for services is to be confirmed by the local Fairplay Towage Polska dispatcher.
- 11.3. Upon placing an order for a service, the Customer accepts the provisions of this Tariff of Charges and General Towage Conditions.
- 11.4. The vessel's agent should have a written letter of authorization to act on behalf of his Principal, and to secure all receivables of Fairplay Towage Polska before the vessel concerned has left the port.
- 11.5. Order placing deadlines.
- 11.5.1. Orders shall not be placed later than 24 (twenty-four) hours before the expected service commencement time;
- 11.5.2. The order must be confirmed finally at latest 2 (two) hours before the service commencement time set forth in the order.
- 11.6. Cancellation or changing of the service commencement time.



- 11.6.1. Cancellation or changing of the service commencement time must be reported to the Fairplay Towage Polska local despatcher not later than 2 (two) hours before the original time of its commencement, as specified in the order.
- 11.6.2. If the service has been cancelled later than in 2 (two) hours before the original service commencement time given in the order, a charge of 50% of the Tariff rate shall apply.

## 12. Claims

- 12.1. Should the Client raise any objections, file a complaint or claim as to the value of the invoice and/or the calculation, the payment shall remain due. All claims of this kind will be processed urgently and in justified cases correction invoice will be issued.
- 12.2. Claims regarding the quality of the services provided should be reported and filed in writing, immediately after the claimed service is completed which will allow for its quick attention.

## 13. Contact details.

- 13.1. Placing of orders, cancellation or changing of the service commencement:

**Dispatcher**  
Fairplay Towage Polska  
**e-mail: [szn@fairplay-towage.com](mailto:szn@fairplay-towage.com)**  
**mob. +48 605 073 225**

- 13.2. Claims:

**Operations dept.**  
Fairplay Towage Polska  
**e-mail: [szn@fairplay-towage.com](mailto:szn@fairplay-towage.com)**  
**ph.no. +48 918522720**

- 13.3. Świnoujście office:

Fairplay Towage Polska Spółka z ograniczoną odpowiedzialnością Sp. k.  
**72-600 Świnoujście, ul. Wybrzeże Władysława IV 3**  
**Tel. +48 91 322 32 40, fax +48 91 321 04 46**  
**e-mail: [swinoujście@fairplay-towage.com](mailto:swinoujście@fairplay-towage.com)**

- 13.4. Szczecin office and correspondence address:

Fairplay Towage Polska Spółka z ograniczoną odpowiedzialnością Sp. k.  
**71-419 Szczecin, ul. Plac Rodła 9**  
**Tel. +48 91 852 27 20, fax +48 91 852 27 36**  
**e-mail: [szczecin@fairplay-towage.com](mailto:szczecin@fairplay-towage.com)**

- 13.5. Gdynia office and registry address:

Fairplay Towage Polska Spółka z ograniczoną odpowiedzialnością Sp. k.  
**81-337 Gdynia, ul. Celna 5**  
**Tel. +48 58 627 43 94**  
**e-mail: [gdynia@fairplay-towage.com](mailto:gdynia@fairplay-towage.com)**



## Appendix 1.

**BUNKER SURCHARGE TABLE**  
**For the ports of Szczecin, Police and Świnoujście**

Tariff Rates (valid as of 01.10.2023) are based on the MGO prices - EUR 400,- excl. VAT for 1 m3.

Calculation of the Bunker Surcharge:

The rates shall increase or decrease respectively by 1% (as per the table below) each time when the MGO price changes by EUR 25,- excl. VAT for 1 m3.

Bunker price per 1m3 in EUR	Bunker Surcharge
≤ € 400,-	No surcharge
€ 401,- € 425,-	1%
€ 426,- € 450,-	2%
€ 451,- € 475,-	3%
€ 476,- € 500,-	4%
€ 501,- € 525,-	5%
€ 526,- € 550,-	6%
€ 551,- € 575,-	7%
€ 576,- € 600,-	8%
€ 601,- € 625,-	9%
€ 626,- € 650,-	10%
€ 651,- € 675,-	11%
€ 676,- € 700,-	12%
€ 701,- € 725,-	13%
€ 726,- ...	cont. accordingly ...

The total bunker surcharge value, calculated according to the current bunker prices, shall be added to each invoice as the "bunker surcharge". This calculation shall be based on the price of the last purchase of the bunker for Fairplay Towage Polska.

The bunker surcharge is charged based on the full Tariff rates, as per items 4 and 6., without taking any discounts into consideration.



## Appendix 2.

**ORDER of:**

Confirmation of orders, change of service commencement date or service cancellation must be reported to:

**Fairplay Towage Poland Dispatcher**, e-mail: [szn@fairplay-towage.com](mailto:szn@fairplay-towage.com), mob. + 48 605 073 225

Claims regarding the quality of the services and settlements for the services provided should be submitted in writing to following e-mail address:

[opspl@fairplay-towage.com](mailto:opspl@fairplay-towage.com)

1. Client's data:			
Full name:			
Address:			
Telephone:		e-mail:	
2. Data regarding the ordered service:			
2.1. Type of service: <i>(check where appropriate)</i>			
<input type="checkbox"/> towing	<input type="checkbox"/> mooring	<input type="checkbox"/> ice-breaking	
<input type="checkbox"/> other <i>(give details):</i>			
2.2. Port where it is to be rendered:			
2.3. Place of commencement and completion, route and short description of the service:			
2.4. Expected time of commencement:			
Date:		Time:	
3. Vessel's details.			
Name:		LOA:	m
IMO number:		B (max):	m
GT:	RGT:	D (max):	m
4. Invoicing data.			
4.1. Purchaser:			
Full name:			
Address:			
Telephone:		e-mail:	
NIP(VAT no):			
4.2. Payer's data:			
Full name:			
Address:			
Telephone:		e-mail:	
NIP(VAT no):			
5. The payment will be made in currency: <i>(check the appropriate)</i>			
€ (EUR) <input type="checkbox"/>		PLN <input type="checkbox"/>	
6. Specific terms / Client's remarks:			

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renders its services based on the General Towage Terms and Conditions, General Moring Conditions and charges for them according to the current  
Tariff of Charges.