

PSA MARINE (PTE) LTD

GENERAL OPERATING CONDITIONS

EFFECTIVE 1st AUGUST 2010

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A. GENERAL OPERATING CONDITIONS

1 DEFINITION

In these Conditions, the following expressions, except where the context otherwise requires or where it is otherwise stated, shall have the following meaning:

- (a) "Company" means PSA Marine (Pte) Ltd or any subsidiary of PSA Marine (Pte) Ltd;
- (b) "Conditions" means these General Operating Conditions;
- (c) "Hirer" means any person at whose request for services has been granted by the Company or on whose behalf the Company provides a service; or the owner of the vessel or their authorised agent or representative. The term "Hirer" has the same meaning as the term "Customer" referred to in the General Conditions for Services and Facilities provided by PSA Corporation Limited;
- (d) "Person" includes any individual, persons or any body or bodies corporate;
- (e) "Price List" means the document titled as such and setting out the charges payable to the Company from time to time for the Services provided by the Company the current edition of which has been made available to the Hirer (which the Hirer hereby acknowledges as having read and agreed to)
- (f) "Vessel" means any vessel, ship or craft in respect of which the Company agrees to provide Services;
- (g) "Service" means any service that the Company may provide at the Hirer's request.

1.1 These Conditions shall inure to the benefit of any subsidiary of the Company and shall be binding upon such entity without the need for and express assignment.

1.2 Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine or neuter gender.

2 HIRER'S UNDERTAKINGS AND RESPONSIBILITIES

- (i) The Hirer warrants that he is either the owner, master or the authorised agent of the owner and/or the master of the vessel and that he is authorised to accept and is accepting these Conditions not only for himself as an agent but also for and on behalf of the owner and/or master of the vessel and that the ordering of a Service constitutes an acceptance of these General Operating Conditions.
- (ii) The Hirer shall give the following instructions to the Company upon a request for Service in the manner as prescribed by the Company:
 - (a) Such prior notice of the Service requested of the Company as stated in the Company's Price List or other notification;
 - (b) Details of the type of Services requested;
 - (c) The precise time when the Services are requested;
 - (d) Details on the type and principal characteristics of the vessel for which the Service is requested;
 - (e) Any other instructions as required by the Company.

3 TUG SERVICES

- 3.1 The company shall provide Tug Services to the Hirer and the Hirer hereby accepts the Company providing Tug Services subject to the terms and conditions as set out in the UK Standard Conditions for Towage and other Services (Revised 1986) (hereinafter referred to as the "UK Standard Conditions") as set out in Section B of these Conditions. The terms "Tugowner" and "Hirer" in the UK Standard conditions shall refer to the Company and the Hirer respectively as defined in Clause 1 herein.

4 PILOTAGE SERVICES

4.1 In this clause

"Pilot" means any person in possession of a valid license to act as a pilot under section 68 of the Maritime and Port Authority Act.

"The duration of the pilotage service" shall cover the period commencing when the Pilot starts to board the Hirer's vessel and ending when the

Pilot has disembarked from the vessel after completion of the pilotage service.

4.2 Hirer's Servant

Throughout the duration of the pilotage service or while rendering assistance of whatsoever nature other than pilotage at the request of the Hirer either express or implied, the Pilot shall notwithstanding that he may be employed at a salary by the Company, be deemed to be the employee only of the Hirer and the Hirer shall accordingly be vicariously liable for any act, omission, default or negligence of the Pilot.

4.3 Force Majeure

The Company shall not in any event be responsible or liable for delays of any description or for loss or damage occasioned or caused by force majeure, which shall include but not be limited to acts of God, action of elements, war, strikes, lock-outs, labour disturbances, riots, civil commotion (whether or not it is a party thereto) acts of the public enemy, rules or regulations of any governmental authority having jurisdiction or control in the area of operation, compliance with which makes continuance of operation impossible, or any other cause beyond the reasonable control of the Company and the consequences thereof whether or not the Pilot, the Company, its servants or agents shall have been negligent.

4.4 Assistance to vessels in distress

The Company and/or the Pilot is/are entitled without being liable for any loss or damage of whatsoever nature, to interrupt the pilotage service in order to go to the assistance of vessels in distress.

4.5 Loss or damage suffered by the Company

- (i) In these Conditions, "loss or damage" means loss or damage whether physical or pecuniary and whether direct or consequential, including loss, damage or expense consisting of or caused by delay or otherwise arising without physical loss or damage to property.
- (ii) Any sum which may be payable by the Hirer under these Conditions in respect of such loss or damage personal injury or loss of life shall be treated as a debt and not as indemnity. No sum so payable shall be deemed to have been paid or diminished by reason or any sum having been recovered by the Company from its insurers and the Hirer shall not be entitled to be subrogated to any rights of the Company against its insurers or any party legally liable in the circumstances of the case.

4.6 Legal Rights

- (i) Nothing whatsoever in the provisions contained in these Conditions shall limit, prejudice or preclude in any way any legal rights which the Company may have against the Hirer including, but not limited to, any rights which the Pilot, the Company or its servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels. Furthermore, nothing contained in these Conditions shall limit, prejudice or preclude in any way any right which the Company may have by virtue of any Act, ordinance or enactment by whatever name called or subsidiary legislation made there under for the time being in force to exclude or limit its liability.
- (ii) Without prejudice to clause 4.2 hereof and to anything elsewhere contained in these Conditions, the Pilot's rights under the Maritime and Port Authority of Singapore Act or any other law or legislation for the time being in force to exclude or limit liabilities are hereby expressly reserved and the Pilot shall have full benefits of this provision and all other provisions of these Conditions which may be applicable to the Pilot.

5 OTHER SERVICES

- 5.1 The Company provides inter alia services such as supply of water by water boat, marine advisory service and marine consultancy. These services are provided subject to the Company's terms and conditions which would be notified to the Hirer/Customer at the time when such services are requested from the Company. The Hirer shall be bound by such terms and conditions as well as these Conditions herein.

6 CHARGES FOR SERVICES

- 6.1 Charges for the services provided by the Company shall be in accordance with the Price List and the Price List shall form an integral part of these General Operating Conditions.
- 6.2 Any service which is not provided for in the Price List shall be charged at the rate fixed by the Company at the time of providing such service.
- 6.3 The Hirer shall pay to the Company, in cash or as otherwise agreed, all sums immediately when due without deduction or deferment on account of any claim, counterclaims or set-off. On all and any amounts overdue to the Company, the Company shall be entitled to impose interest at the rate notified to the Hirer from time to time.

7 MISCELLANEOUS

- 7.1 The Hirer shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising out of the Company acting in accordance with the Hirer's instructions or arising from a breach of warranty or obligation by the Hirer or arising from the negligence of the Hirer.
- 7.2 The Hirer shall be liable for and shall defend, indemnify and hold harmless the Company in respect of all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any governmental authority and all payments, fines, costs, expenses, loss and damage whatsoever incurred or sustained by the Company in connection therewith.
- 7.3 Advice and information, in whatever form as may be given, are provided by the Company for the Hirer only and the Hirer shall defend, indemnify and hold harmless the Company for all liability, loss, damage, costs and expenses arising out of any other person relying on such advice or information.
- 7.4 The Company shall be entitled, except insofar as has been otherwise agreed in writing, to enter into contracts on behalf of itself or the Hirer and without notice to the Hirer for the performance of its own obligations, and to do such acts as in the sole opinion of the Company may be necessary or incidental to the performance of the Company's obligations
- 7.5 The Company shall at any time comply with the orders, advice or instructions given by any governmental authority constituted under the Laws of Singapore.
- 7.6 The Company shall not be liable for any loss or damage whatsoever arising from:
- (i) the act or omission of the Hirer or any person acting on their behalf;
 - (ii) compliance with the instructions given to the Company by the Hirer or any other person entitled to give them;
- 7.7 The provisions contained in these conditions shall remain in force at all times notwithstanding any deviation or interruption or failure in the performance of the Service or in the rendering of assistance of whatsoever nature at the request of the Hirer either express or implied.

8 LIMITATION OF LIABILITY

- 8.1 Notwithstanding anything hereinbefore contained, the Company 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.

9 CHANGES TO GENERAL OPERATING CONDITIONS

- 9.1 Every variation, cancellation or waiver of these Conditions or any part thereof must be in writing signed by a director of the Company. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any variation, cancellation or waiver of these Conditions.

10 APPLICABLE LAW

- 10.1 These Conditions and any claim or dispute arising out of or in connection with the services of the Company shall be subject to Singapore Law and the exclusive jurisdiction of the Singapore Courts.

End – Section A

B. UK 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 hereinafter set out.

1(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 to be 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 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 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 of 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.

- (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 express 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) 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 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).

9(b) No suit shall be brought in any jurisdiction other than that provided in subclause (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.

End – Section B

C. PRICE LIST

This Price List sets out the charges payable to the Company from time to time for the use of Services including those referred to in the General Operating Conditions of the Company.

1.1 Definition

“Confirmed Service Time” or “CST” means PSA Marine’s confirmed service start time for pilotage service.

“GT” means the gross tonnage of Vessel measured in accordance with the method set out in the International Convention of Tonnage Measurement of Ships as amended from time to time.

“LOA” means the length of a Vessel measured from the extreme point forward of the Vessel to the extreme point aft of the Vessel.

"PORTNET" is a proprietary on-line computer system provided by PSA to its Customer or Customer's representatives for the electronic submission of documents and applications.

“Service Requested Time” or “SRT” means the time requested by Master/Owner/Agent for the Company to start the Service.

1.2 Goods & Services Tax (GST)

The Company will levy GST on its goods and Services provided in accordance with the Goods & Services Tax Act.

1.3 Opening of a credit account

The Company may require the Hirer to open a credit account and/or furnish security for settlement of amounts due to the Company before rendering any Services or granting of discounts/rebates in connection with the charges specified in these General Operating Conditions.

2.1 PILOTAGE SERVICES

Pilotage Services rendered to every Vessel including a man-of-war, shall be charged at the following rates:

PILOTAGE RATES (EFFECTIVE 1st AUG 2010)

FOR THE 1ST HOUR OR PART THEREOF	FOR EVERY SUBSEQUENT 1/2 HOUR OR PART THEREOF
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If the order for the Service is placed or amended

(a) at least 4 hours before the Confirmed Service Time:

(i) Vessel up to 6,000 GT	\$200.00	\$100.00
(ii) Vessel above 6,000 GT and up to 12,000 GT	\$223.00	\$115.50
(iii) Vessel above 12,000 GT and up to 20,000 GT	\$245.00	\$122.50
(iv) Vessel above 20,000 GT and up to 30,000 GT	\$278.00	\$139.00
(v) Vessel above 30,000 GT and up to 40,000 GT	\$312.00	\$156.00
(vi) Vessel above 40,000 GT and up to 50,000 GT	\$345.00	\$172.50
(vii) Vessel above 50,000 GT and up to 60,000 GT	\$378.00	\$189.00
(viii) Vessel above 60,000 GT	\$412.00	\$206.00
(ix) Oil rig, Vessel of unusual characteristics regardless of its tonnage, including a Vessel on tow, Vessel requiring emergency/special assistance	\$412.00	\$206.00

- (b) less than 4 hours before the Confirmed Service Time:

The rates shall be 1.5 times the rate in item 2.1(a)

The Professional Pilotage Fees shall be payable from commencement of the Service to the time the Service is completed. The Professional Pilotage Fees shall be payable in addition to tariff item 2.2.

**PILOTAGE RATES
(EFFECTIVE 1st JAN 2011)**

<u>FOR THE 1ST HOUR OR PART THEREOF</u>	<u>FOR EVERY SUBSEQUENT 1/2 HOUR OR PART THEREOF</u>
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If the order for the Service is placed or amended

- (a) at least 4 hours before the Confirmed Service Time:

(i) Vessel up to 6,000 GT	\$211.00	\$105.50
(ii) Vessel above 6,000 GT and up to 12,000 GT	\$234.00	\$117.00
(iii) Vessel above 12,000 GT and up to 20,000 GT	\$258.00	\$129.00
(iv) Vessel above 20,000 GT and up to 30,000 GT	\$293.00	\$146.50
(v) Vessel above 30,000 GT and up to 40,000 GT	\$328.00	\$164.00
(vi) Vessel above 40,000 GT and up to 50,000 GT	\$363.00	\$181.50
(vii) Vessel above 50,000 GT and up to 60,000 GT	\$398.00	\$199.00
(viii) Vessel above 60,000 GT	\$433.00	\$216.50
(ix) Oil rig, Vessel of unusual characteristics regardless of its tonnage, including a Vessel on tow, Vessel requiring	\$433.00	\$216.50

emergency/special assistance

- (c) less than 4 hours before the Confirmed Service Time:

The rates shall be 1.5 times the rate in item 2.1(a)

The Professional Pilotage Fees shall be payable from commencement of the Service to the time the Service is completed. The Professional Pilotage Fees shall be payable in addition to tariff item 2.2.

2.2 PILOTAGE SERVICES AMENDMENT/CANCELLATION CHARGE

Where the Service of a PSA Marine (Pte) Ltd's pilot is ordered and such order is subsequently cancelled or amended at the request of the Master/Owner/Agent of the Vessel, the following amendment/cancellation charges shall be payable in addition to item 2.1.

	(EFFECTIVE 1ST AUG 2010)
	PER CANCELLATION/ AMENDMENT
	<u>NIL</u>
(a) If cancelled or amended at least 4 hours before Confirmed Service Time	
(b) If cancelled or amended less than 4 hours before Confirmed Service Time:-	
(i) Vessel up to 6,000 GT	\$200.00
(ii) Vessel above 6,000 GT and up to 12,000 GT	\$223.00
(iii) Vessel above 12,000 GT and up to 20,000 GT	\$245.00
(iv) Vessel above 20,000 GT and up to 30,000 GT	\$278.00
(v) Vessel above 30,000 GT and up to 40,000 GT	\$312.00
(vi) Vessel above 40,000 GT and up to 50,000 GT	\$345.00
(vii) Vessel above 50,000 GT and up to 60,000 GT	\$378.00

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|--------|--|----------|
| (viii) | Vessel above 60,000 GT | \$412.00 |
| (ix) | Oil rig, Vessel of unusual characteristics regardless of its tonnage, including a Vessel on tow, Vessel requiring emergency/special assistance | \$412.00 |

If the request for amendment is made less than 4 hours before Confirmed Service Time, the Company shall decide whether or not such request for amendment shall be accepted. Provided such request for amendment is accepted, the amendment charge as set out above shall be payable. If the Company decides not to accept the amendment, the order will be cancelled and a cancellation charge will be payable to the Company

**(EFFECTIVE
 1ST JAN 2011)**

PER
 CANCELLATION/
AMENDMENT
 NIL

- | | | |
|--------|---|----------|
| (a) | If cancelled or amended at least 4 hours before Confirmed Service Time | |
| (b) | If cancelled or amended less than 4 hours before Confirmed Service Time:- | |
| (i) | Vessel up to 6,000 GT | \$211.00 |
| (ii) | Vessel above 6,000 GT and up to 12,000 GT | \$234.00 |
| (iii) | Vessel above 12,000 GT and up to 20,000 GT | \$258.00 |
| (iv) | Vessel above 20,000 GT and up to 30,000 GT | \$293.00 |
| (v) | Vessel above 30,000 GT and up to 40,000 GT | \$328.00 |
| (vi) | Vessel above 40,000 GT and up to 50,000 GT | \$363.00 |
| (vii) | Vessel above 50,000 GT and up to 60,000 GT | \$398.00 |
| (viii) | Vessel above 60,000 GT | \$433.00 |

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| (ix) | Oil rig, Vessel of unusual characteristics regardless of its tonnage, including a Vessel on tow, Vessel requiring emergency/special assistance | \$433.00 |
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If the request for amendment is made less than 4 hours before Confirmed Service Time, the Company shall decide whether or not such request for amendment shall be accepted. Provided such request for amendment is accepted, the amendment charge as set out above shall be payable. If the Company decides not to accept the amendment, the order will be cancelled and a cancellation charge will be payable to the Company.

2.3 TUG SERVICES

The following charges shall be payable for Tug Services:

		TOWAGE RATES (EFFECTIVE OCT 1997)	
		<u>FOR THE FIRST HOUR OR PART THEREOF</u>	<u>FOR EVERY SUBSEQUENT 1/2 HOUR OR PART THEREOF</u>
<u>PER TUG PER MOVEMENT</u>			
(i)	Vessel up to 2,000 GT	\$330.00	\$165.00
(ii)	Vessel above 2,000 GT and up to 5,000 GT	\$385.00	\$192.50
(iii)	Vessel above 5,000 GT and up to 10,000 GT	\$420.00	\$210.00
(iv)	Vessel above 10,000 GT and up to 15,000 GT	\$440.00	\$220.00
(v)	Vessel above 15,000 GT and up to 20,000 GT	\$638.00	\$319.00
(vi)	Vessel above 20,000 GT and up to 30,000 GT	\$680.00	\$340.00

(vii)	Vessel above 30,000 GT and up to 60,000 GT	\$840.00	\$420.00
(viii)	Vessel above 60,000 GT and up to 100,000 GT	\$1,100.00	\$550.00
(ix)	Vessel above 100,000 GT	\$1,260.00	\$630.00
(x)	Oil rig, flat top and dumb barges above 6,000 GT and vessel of unusual characteristics regardless of its tonnage	\$1,260.00	\$630.00
(xi)	Special request for tugs above 45 tonnes bollard pull	\$1,700.00	\$850.00
(xii)	Emergency tug assistance including but not limited to anti-pollution and rescue services	\$2,500.00	\$1,250.00

Separate rates apply for Changi Naval Base and terminals/facilities at East Johor Straits.

Charges for the use of tugs for all operations shall be computed from the time the tug leaves its base to the time it returns to the base. The travel duration shall be based on the Company's standard travel time from base to each job location and return to base.

In addition to the above towage rates, a Bunker Adjustment charge is payable for all Tug Services and the prevailing rates are available on the Company's website "www.psamarine.com"

2.4 TUG SERVICES AMENDMENT/CANCELLATION CHARGE

- (a) Where a tug is ordered and such order is amended or cancelled less than two hours before the service required time, such tug shall be deemed to have been used for one hour. The charge for the use thereof for one hour shall apply for each amendment/cancellation under item 2.3.
- (b) Where a tug is ordered, dispatched and is no longer required the charges under item 2.3 shall apply.

2.5 SUPPLY OF WATER BY WATERBOAT

(EFFECTIVE OCT
1997)

PER 1,000 LITRES
OR PART THEREOF

(a)	Volume of water (Thousand Litres)	
	First 50	\$ 9.00
	Next 50	\$10.00
	Next 50	\$12.00
	Next 50	\$13.00
	Next 50	\$15.00
	Next 50	\$16.00
	Next 50	\$18.00
	Next 50	\$19.00
	Above 400	\$23.00

A minimum charge will be imposed based on a minimum quantity per order of 50,000 litres.

All sales of water will be subject to a water conservation tax based on the rate imposed by the Government of Singapore which may change from time to time.

Charges for item (a) are based on the prevailing water tariff and the Company reserves the right to revise the charges in the event of a water tariff revision.

A Vessel may request for more than one order during its stay in the port in which event, the total volume supplied to the Vessel shall be used to determine the rate applicable.

(a) All orders should be placed in blocks of 50,000 litres and the Company reserves the right to limit the sale of water to any Vessel. Orders or amended orders placed less than 12 hours before Service is required would be subject to a late order fee of \$600 per order.

The Company reserves the right not to serve a late order.

(b) **Cancellation/Amendment**

Where the order is subsequently cancelled or amended, the following charge shall apply:-

- (i) If cancelled or amended less than 12 hours but more than 4 hours before the supply of water is required \$100.00
- (ii) If cancelled or amended 4 hours or less before the supply of water is required, the minimum charge, distance surcharge together with the above amendment charge shall apply.

Amendment includes changes in time or location. Except when a minimum charge has been imposed, variation in volume by more than 5% in amount ordered against amount delivered will be deemed to be an amendment payable under item (c) (i).

(c) **Distance Surcharge**

Distance Surcharge shall apply if the place where the water is supplied is at the following locations/anchorages:-

	(EFFECTIVE OCT 1997)
	<u>PER WATERBOAT OPERATION</u>
(i) in the area marked 'A' in the map on page 27	NIL
(ii) in the area marked 'B' in the map on page 27	\$350.00
(iii) in the area marked 'C' in the map on page 27	\$700.00
(iv) in the area marked 'D' in the map on page 27	\$1,200.00

The area marked 'A' shall include the following places:-

Eastern Working Anchorage
Eastern Holding A Anchorage
Eastern Holding B Anchorage
Eastern Holding C Anchorage
Eastern Petroleum Anchorage A
Keppel Harbour

St. John's Island
Western Working Anchorage
Western Petroleum B Anchorage
Kusu Island

The area marked 'B' shall include the following places:-

Laid Up Vessels Anchorage
Small Craft Anchorage
Eastern Explosives Lighters Anchorage
Dangerous Holding Anchorage
Western Reserved Anchorage
Pasir Panjang Terminal
Western Petroleum A Anchorage
Western Quarantine & Immigration Anchorage
Sisters' Island

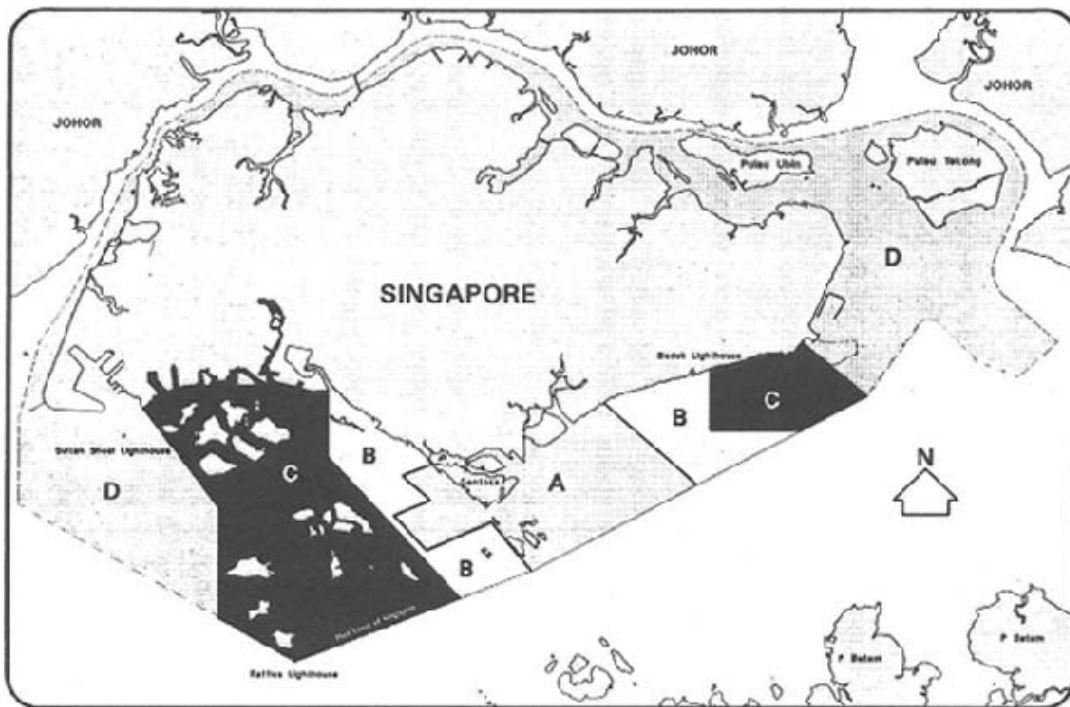
The area marked 'C' shall include the following places:-

Eastern Bunkering B (AEBB)
Eastern Bunkering C (AEBC)
Eastern Special Purpose A Anchorage
Eastern Special Purpose B Anchorage
Eastern Petroleum Anchorage B
Eastern Petroleum Anchorage C
Banyan Basin – Vopak Terminal Berths
Selat Pauh Anchorage
Pulau Sudong
Sudong Explosive Anchorage (ASUEX)
Sudong Bunkering Anchorage (ASUBB)
Pulau Bukom
Pulau Sebarok
Jurong Port
Pulau Ayer Chawan
Pulau Merlimau
Pulau Pesek
Pulau Seraya
Pulau Ayer Merbau
Pulau Busing
Pulau Sakra

The area marked 'D' shall include the following places:-

Changi General Purposes Anchorage
Eastern Bunkering A (AEBA)
Banyan Basin - Horizon Terminal Berths
LNG/LPG/Chemical Anchorage

Loyang Area
Pulau Tekong Area
Pulau Ubin
Ponggol
Sembawang Terminal & Shipyard
Senoko
Sultan Shoal Petroleum Anchorage
Sultan Shoal Petroleum B Anchorage
Sudong Holding Anchorage (ASH)
Sudong Bunkering Anchorage A (ASUBA)
Triton Petroleum Anchorage
Tuas Explosives Anchorage
Tuas Explosives Lighter Anchorage
Upper East of Johor Straits
Western Jurong Anchorage
Other Areas



2.6 ALONGSIDE OR WAITING CHARGE

This charge shall be payable when the waterboat is alongside a Vessel supplying water or is kept waiting either before or after the supply of water to the Vessel.

	EFFECTIVE OCT 1997
Per hour or part thereof for the 1st 2 hours of operation	\$100.00
Per subsequent 1 / 4 hours or part thereof after the first 2 hours of operation	\$50.00

The charge shall be computed from the time the waterboat arrives at its destination to the time the waterboat operation is completed including the time the waterboat is kept waiting the arrival of the Vessel.

The Company reserves the right to withdraw the waterboat at any time if deemed necessary and the charges as per items 2.5 & 2.6 shall apply.

2.7 MISCELLANEOUS CHARGES

- (a) If overseas communications is required between Company and Vessel due to Master not complying with required notification procedures a charge of \$50 for each communication will be levied.
- (b) If in lieu of placing an order or an amendment or a cancellation through PORTNET or the Company's electronic booking system IMOS, the customer elects to place an order or an amendment or a cancellation through any other means including e-mail, telephone or fax, a charge of \$15 per order or amendment will be levied.
- (c) An administrative fee of 10% will be levied on all material or fuel supplied or consumed in conjunction with services provided by the Company that are not governed by the Price List.
- (d) An administrative fee of 3% will be levied on all payments made by means of credit card to the Company.
- (e) If the Hirer elects to be notified of pilotage events via SMSs, a fee of \$0.50 will be levied per SMS.

2.8 General Enquiries

Charges and Bills:

e-mail address: psam_enquiries@psa.com.sg

Opening Of Credit Account, Statement of Accounts

e-mail address: psamreceivable@psa.com.sg

PORTNET

PORTNET Officers
Tel: 1800-2258144 / 63211173
Telefax: 63212535

TERMS AND CONDITIONS OF CREDIT ACCOUNT

1. The expression "PSA" means PSA Corporation Limited and/or PSA Marine (Pte) Ltd.

2. Credit Terms and Payments

2.1 The Company may require the Customer to open a credit account and/or furnish security for settlement of amounts due to the Company before rendering any Services or granting of discounts/rebates in connection with the charges specified in these General Operating Conditions.

In the event that the Customer is required to furnish security for settlement, the quantum of credit extended to the Customer shall be equivalent to the sum of the security for settlement furnished by the Customer.

2.2 The Customer shall pay all bills rendered by PSA **within 30 days** from the date of the bills provided that the total value of such bills does not exceed the credit limit. Any bills in excess of such credit limit must be paid immediately.

2.3 The Customer shall identify and accompany payments with copies of the original bill stubs. If the payments are not so identified, PSA reserves the right to offset such unidentified payments against the Customer's earliest bills without reference to the Customer.

3. Enquiries

3.1 The Customer shall direct any enquiries on any bill to the Accountant, Finance Department, PSA Marine (Pte) Ltd, e-mail address psamreceivable@psa.com.sg, **not later than 14 calendar days** from the date of the bill, failing which the bill shall be deemed to be correct.

3.2 Notwithstanding any enquiries on the bill the Customer shall nevertheless settle payment as in clause 2 and pay the interest charge as in clause 4 without prejudice to PSA's rights under these terms and conditions and under the law.

3.3 If any enquiries are settled in favour of the Customer, PSA's liability to the Customer is limited only to the refund of payments and PSA shall not be obliged to pay to the Customer any interest charge whatsoever on all such payments.

4. Interest

The Customer shall pay to PSA an **interest charge** at the rate notified to the Customer from time to time on all bills which remain unpaid after the period of 30 days from the date of the bills up to the date of payment in full, without prejudice to the Customer's obligation to settle all bills as provided in clause 2.

5. Security

5.1 When required, the Customer shall furnish to PSA a "payable on demand" security, in a sum specified by PSA, issued by a bank or financial/insurance company acceptable to PSA, and in the form prescribed by PSA.

5.2 If PSA decides at any time hereafter that the security furnished pursuant to clause 5.1 is inadequate, the Customer shall on demand, furnish additional security to PSA and/or make immediate payment of the deficit sum to PSA.

6. Suspension or closure

Notwithstanding clause 2.1, PSA may suspend or close the account and demand immediate settlement either from the Customer or the organisation providing the security set out in clause 5.

7. Changes

7.1 The Customer shall inform the Accountant (Credit Control) at least one week in advance of:

- (a) any expected increase in the volume of the activity (e.g. increase in the number of vessel calls, tonnage handled)
- (b) any change in company's particulars (e.g. change in company's name, address).

7.2 Any change of or addition to these terms and conditions shall be binding on the Customer upon notification by PSA.

8. Notice

The Customer shall submit to the jurisdiction of the appropriate Court of the Republic of Singapore in respect of any claim arising under the account in question and to obey any order or judgement of the said Court as if the registered office of the Customer were within the jurisdiction of the said Court.

9. General

- 9.1 Any communication, notice or legal document should be served on the Customer by leaving the same at the address given in the application form to which these terms and conditions are attached or such other address in Singapore as shall have been notified to PSA in writing and shall be in all respects operative and effective if served thereat as if it had been served on the Customer.
- 9.2 All rights and remedies of PSA shall be cumulative and no exercise of any such rights and remedies shall restrict or prejudice the exercise of any other right or remedy under these terms and conditions or otherwise available to the PSA under the law.
- 9.3 No waiver of any breach of any of these terms and conditions shall constitute a waiver of any prior concurrent or subsequent breach of the same or any other provision contained in these terms and conditions.

10 Other Conditions

- 10.1 The Customer is also deemed to have read and accepted:-
- (a) the *General Conditions for Services and Facilities* and the *Specific Conditions for Terminal Services and Facilities* of PSA Corporation Limited; and
 - (b) the *General Operating Conditions* of PSA Marine (Pte) Ltd,
the current editions of which have been made available to the Customer.
- 10.2 The expressions used in these terms and conditions shall have the same meaning as ascribed to them in the said General and Specific Conditions, and the General Operating Conditions.

End – Section C