

## "APM Terminals Poti Tariffs"



# TARIFFS GUIDANCE

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# GENERAL TERMS AND CONDITIONS

## 1. GENERAL PART

### 1.1. APPLICABILITY

- 1.1.1 This General Terms and Conditions shall be applicable to the Services, all - present and future - contracts, offers, quotations, deliverables by APM Terminals Poti (as defined below in Section [1.2.60](#)).
- 1.1.2 Oral agreements or warranties, or deviations from, amendments or exclusion of these terms become effective only if confirmed by APM Terminals Poti in writing. The same shall apply to any agreement setting aside the written-form requirement.
- 1.1.3 Insofar as not agreed otherwise explicitly and in writing, the Client (as defined in Section 1.2.19) waives the applicability of any of its own general terms and conditions of its operations, and APM Terminals Poti explicitly rejects the applicability of the Client's general terms and conditions. To the extent that Client has furnished terms and conditions that may conflict with this General Terms and Conditions, the latter shall control.
- 1.1.4 Either party's failure to insist upon the performance of any provision of this General Terms and Conditions shall not be construed as a waiver of that party's present or future right to such performance or each party's obligations in respect thereto and shall continue in full force and effect.
- 1.1.5 Any clause relating to applicable laws and/or forum of dispute resolution agreed in writing by and between APM Terminals Poti and the Client in connection with APM Terminals Poti's Services shall prevail over this General Terms and Conditions.

### 1.2. DEFINITIONS

The terms used in the present document that are not defined below, shall be defined in accordance with the definitions provided in the Maritime Code of Georgia and the prevailing Port Rules.

For the purposes of this General Terms and Conditions, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

- 1.2.1 **Adverse Weather Conditions** – The relevant weather conditions specified in the “Port Rules”, during which the port is obliged to suspend or close individual/all port operations.
- 1.2.2 **Agent** – A party (Agency Company) that acts on behalf of a shipowner or freighter within the limits of their assignment and pays for all performed services.
- 1.2.3 **AIS** - The automatic identification system is an automatic tracking system that uses transceivers on ships and is used by vessel traffic services.
- 1.2.4 **All Fast** – The time when the mooring of vessel is completed and all ropes are fastened.
- 1.2.5 **APM Terminals Poti** - JSC Poti Sea Port Corporation, a joint-stock company registered and existing in accordance with the legislation of Georgia, with identification code: 215080999, legal address: Georgia, st. Poti, Davit Aghmashenebeli str. №38.
- 1.2.6 **APM Terminals Poti Area** - Hydro-technical premises, APM Terminals Poti Water Area (as defined below), infrastructure and land territories aimed for shipping operations and/or terminal services owned/possessed by APM Terminals Poti, among them but not limited to the relevant territory of APM Terminals Poti, defined in accordance with Port Rules.
- 1.2.7 **APM Terminals Poti Water Area** – Water area adjacent to Poti Sea Port and controlled by APM Terminals Poti as further determined in Port Rules.
- 1.2.8 **Berth** – Structure built alongside the water or perpendicular to the shore, a specially arranged parking lot, where vessels berth for loading or discharging the Cargo and for other purposes.
- 1.2.9 **Berth Dues** - Charges for the use of a Berth.
- 1.2.10 **Big Bag** – An industrial container made of flexible fabric that is designed for storing and transporting dry, flowable products such as bulk cargo.
- 1.2.11 **Bilge Water** – A mixture of liquids that are collected in the bilge of a vessel. It could be a mixture of fresh water, sea water, oil, chemicals and various other fluids that drain into the bilge.
- 1.2.12 **Breakbulk Cargo** - Packaged but non-containerized cargo shipped as a unit, including but not limited to bags, bales, barrels, boxes, cartons, drums, pallets, sacks, vehicles.
- 1.2.13 **Dry Bulk Cargo** - Loose, non-containerized cargo stowed directly into a ship’s hold.
- 1.2.14 **Bulk Vessel** - A ship which is constructed generally with single deck, top-side tanks and hopper side tanks in cargo spaces and is intended primarily to carry dry cargo in bulk.
- 1.2.15 **Car Carrier Vessel (RoRo Ferry)** - A vessel intended and used to transport cars, vans, trucks and/or tracked/wheeled cargo;
- 1.2.16 **Cargo** - All merchandise and packaging materials, containers, trailers and self-buoyant cargo bins, Bulk Cargo, Breakbulk Cargo, loaded and discharged, towed or pushed by a vessel expressed in MT/FT, with the exception of personal luggage of passengers, insofar as transported with the passengers on the same vessel, or of ballast, fuel, provisions and other necessities intended for use on the vessel.
- 1.2.17 **Cargo Owner** – A natural person or legal entity having the ownership rights over the Cargo.
- 1.2.18 **Cargo Ship** - A vessel primarily intended or used for the transportation of Cargo.
- 1.2.19 **Client** - A natural person or legal entity making use of the APM Terminals Poti services and/or assets at Poti Sea Port, any services rendered/offered by APM Terminals Poti to a vessel, or receiving any of the services from APM Terminals Poti including but not limited to the Master, the Forwarder, the shipowner, any party using the vessel, the Agent, the Cargo Owner and any party who as a representative of the aforementioned persons has performed activities in respect of APM Terminals Poti for use and/or purchase of services or any other party having the relations with APM Terminals Poti as a customer of Services.
- 1.2.20 **Consignee** - A natural person or legal entity who is designated as the shipment receiver as per the Bill of Lading.
- 1.2.21 **Container** - Any international intermodal container, whether laden or empty, developed for use in vessel shipping and manufactured in compliance with all relevant ISO standards.

- 1.2.22 **Container Vessel** - A vessel intended and used exclusively for container transport by virtue of its construction and equipment.
- 1.2.23 **Stripping** - Discharge of Goods or Cargo from a transportation unit(vehicle) such as container/railcar/truck.
- 1.2.24 **Stuffing** - Load of Goods or Cargo into a transportation unit(vehicle) such as container/railcar/truck.
- 1.2.25 **Cross-docking** - Stripping and stuffing of cargo from one transportation unit such as container/railcar/truck to another unit of transportation.
- 1.2.26 **CY** – Container Yard owned and maintained by APM Terminals Poti.
- 1.2.27 **Day** – Calendar Day.
- 1.2.28 **Design Draft** - The greatest depth of the keel, including projections, that a vessel is designed to operate when fully laden.  
- Removal of sediment to deepen and maintain depth of access channels, turning basins for vessels and quayside facilities.
- 1.2.29 **Empty**- Unladen Container; Unladen railcar.
- 1.2.30 **FT** - 1 Freight Ton = 1 metric ton or 1 cubic metre. Freight Ton is derived by calculating the weight or volume of the cargo and the freight is charged based on whichever characteristic (the weight; the volume) is greater in quantity.
- 1.2.31 **Full** - Laden container, Laden railcar.
- 1.2.32 **Force Majeure** - has the meaning given in clause 0.1.
- 1.2.33 **Forwarder** – A natural person or legal entity, which performs actions necessary for the transportation of Cargo in their name, at the request of a Client.
- 1.2.34 **Gang Idle Time Charges** - Charges applied for stoppage or delay of execution of the operation caused by the customer and preventing APM Terminals Poti from fulfilling the activities.
- 1.2.35 **Goods** - The whole or any part of the cargo of any kind transported or to be transported in a Container or as non-containerized cargo.
- 1.2.36 **GT** – Gross Tonnage means the measure of the overall size of a vessel determined in accordance with the provisions of the International Convention on Tonnage Measurement of Ships, 1969, with subsequent amendments and additions.
- 1.2.37 **Harbour Master** – Head of the Port State Control and Supervision Service of the structural unit of the LEPL Maritime Transport Agency, who exercises state supervision and control over the safety of the seaport within the waters with the limits of the powers assigned to him by law.
- 1.2.38 **Hour** – 60 minutes or less, an incomplete hour.
- 1.2.39 **IMDG** - International Maritime Dangerous Goods.
- 1.2.40 **Last Line** - The time the last line rope is taken off the bollard for un-berthing.
- 1.2.41 **LOA** - The overall length from the fore side of the foremost part of the hull to the aft side of the aftermost part of the hull.
- 1.2.42 **Master** – A person having the ultimate command over the vessel, who in their official capacity shall be considered as a representative of the ship-owner and of the Cargo Owner in all transactions relating to the vessel, cargo or navigation, and in matters relating to the resolution of disputes over the property entrusted to them.
- 1.2.43 **Military Cargo** - Military Cargo includes all land/sea/air combat, transportation, passenger, or support vehicles which are designed for, or are used by, military forces. The definition applies regardless of weapons presence or offensive nature.
- 1.2.44 **Mobile Crane** - General purpose crane capable of moving on its own wheels from one part of a port to another.
- 1.2.45 **Mobile Harbour Crane** – The Mobile Crane generally situated at the waterfront used for lifting Cargo from a vessel to a point of rest on land or vice versa.
- 1.2.46 **Moor** - To attach a vessel to the shore by ropes.

- 1.2.47 **MT** - Metric Ton (a mass of 1,000 kg).
- 1.2.48 **OOG** - Out of Gauge cargo, cargo exceeding the internal dimensions of a container by length, width or height.
- 1.2.49 **Pallet** - A flat tray, generally made of wood, but occasionally steel or other materials, on which Goods or cargo can be stacked.
- 1.2.50 **Party** – Either the Client or APM Terminals Poti.
- 1.2.51 **Parties** – The Client and APM Terminals Poti.
- 1.2.52 **Pontoon** - A flat-bottomed hollow metal floating unit used with others to support a floating landing stage.
- 1.2.53 **Port Administration Fee** - Tariff for Port Administration for every container passing through APM Terminals Poti Area. It is invoiced to each shipping line individually.
- 1.2.54 **Port Charge** – A charge levied by APM Terminals Poti on vessels based on the services rendered by APM Terminals Poti.
- 1.2.55 **Port Dues** - A charge levied by APM Terminals Poti on vessels for the use of port infrastructure and marine facilities, levied for every entry into Poti Sea Port, on a gross tonnage basis;
- 1.2.56 **Port Rules** - The Port Rules approved by N 24 Order of the Director of the LEPL Maritime Transport Agency of the Ministry of Economy and Sustainable Development of Georgia, dated July 25, 2022, as amended from time-to-time.
- 1.2.57 **Poti Sea Port** - Poti Sea Port as defined by the prevailing Port Rules.
- 1.2.58 **Preliminary Quotation** – Quotation submitted to the Client based on the calculations made on a pre-design confirming a theoretical compliance with the Client’s specifications.
- 1.2.59 **Public Holiday** - an official holiday declared by the Georgian state authorities and/or determined as such in accordance with the legislation of Georgia.
- 1.2.60 **Rail Ferry** - A vessel constructed or adapted primarily to carry railway vehicles in its cargo space.
- 1.2.61 **Rotainer** – A standard ISO container that is rotated to be emptied, using a standard harbour crane fitted with a special spreader.
- 1.2.62 **Services** - any and all services offered/published/rendered by APM Terminals Poti in Georgia, and/or utilizing of APM Terminals Poti 's facilities, and/or APM Terminals Poti Area.
- 1.2.63 **Sewage** - Drainage and other wastes from any form of toilets and urinals on board a vessel.
- 1.2.64 **Shifting** - Movement of a vessel from one Berth to another.
- 1.2.65 **SOLAS** - International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by any SOLAS guidelines, as may be otherwise amended or supplemented from time to time.
- 1.2.66 **SOP** – The standard operating procedures developed by APM Terminals Poti in relation to the operation on the APM Terminals Poti Area, as may be amended by APM Terminals Poti from time to time;
- 1.2.67 **Spreader** - A piece of equipment designed to lift containers by their corner castings.
- 1.2.68 **Statement of Data and Particulars** - Vessel documentation which includes all necessary specification, relevant for the determination of Port Dues and Port Charges (among them International Tonnage Certificate and Ship Particulars GT).
- 1.2.69 **Tanker** – A ship constructed or adapted primarily to carry liquids in bulk in its cargo space.
- 1.2.70 **Tariffs** - Dues and charges related to Services, listed in Annexes 1, 2 and 3.
- 1.2.71 **Ton** - A unit of weight equal to 1,000 kg. (See MT).
- 1.2.72 **Towage** - The service of tugs assisting vessels to manoeuvre in ports.
- 1.2.73 **Unmoor** - To remove the ropes that attach a vessel to the shore.
- 1.2.74 **VAT** - Value Added Tax.
- 1.2.75 **Vehicle Container** – A container loaded with vehicles for stripping purposes.

### **1.3. CONCLUSION OF AGREEMENT; JOINT AND SEVERAL LIABILITIES**

- 1.3.1 This General Terms and Conditions becomes legally binding agreement between APM Terminals Poti and the Client when:
- (i) the Client confirms in writing its acceptance of this General Terms and Conditions; and/or
  - (ii) APM Terminals Poti has expressly accepted an order related to any of its Services or an assignment from the Client in writing; and/or
  - (iii) the Client expressly requested APM Terminals Poti and/or assigned APM Terminals Poti to provide the Services; and/or
  - (iv) the Client provides a Statement of Information in accordance with Article 1.9.5 of this General Terms and Conditions; and/or
  - (v) as from the moment that the Client is actually utilizing the Services provided by APM Terminals Poti; and/or
  - (vi) as from the moment the Client is actually using the berthing facilities or other facilities in the APM Terminals Poti Area; and/or
  - (vii) APM Terminals Poti and the Client conclude an agreement in connection with APM Terminals Poti's services.
- 1.3.2 The various persons designated as the Client in 1.2.19 are considered to be joint and several debtors in respect of the fulfilment of all the Client's obligations towards APM Terminals Poti.
- 1.3.3 Any of the services not specifically mentioned in this General Terms and Conditions are subject to further agreement between the Parties.

### **1.4. PERFORMANCE OF THE SERVICES**

#### ***Rights and Obligations of APM Terminals Poti***

- 1.4.1 APM Terminals Poti is entitled to perform the services specified in this General Terms and Conditions as it sees fit.
- 1.4.2 APM Terminals Poti will not accept, nor allow within the port premises, any commercial transactions or activities that fall under current sanctions imposed by US / UK / UN / EU / IMO or the Government of Georgia.
- 1.4.3 APM Terminals Poti will endeavour to perform the services with the practices, methods and acts exercised in that degree of diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced operators engaged in the same type of undertaking under the same or similar circumstances and conditions.
- 1.4.4 If, in the opinion of APM Terminals Poti, circumstances so require, then in the performance of services APM Terminals Poti is entitled to make use of items/tools other than those agreed or engage third parties, provided that this does not compromise the quality of the performance as a whole.
- 1.4.5 The Client hereby accepts that circumstances as specified in Article 1.4.3 as well as unforeseen circumstances (including, but not limited to, a shortage of Berths) may affect the agreed or expected time at which the services will be completed.

#### ***Rights and obligations of the Client***



1.4.6 The Client shall at all times provide APM Terminals Poti with all information necessary for the proper performance and billing of the services in a timely manner, and will grant all cooperation thereto, including but not limited to:

- 1.4.6.1 submit in a written form to the relevant authorized representative of APM Terminals Poti the names, surnames, contact phones, and other identification information of people who are responsible for 24-hour contact and ensure uninterrupted connection with the APM Terminals Poti during the working process;
- 1.4.6.2 Ensure compliance with the requirements set by the Port Rules, other relevant regulations and / or by APM Terminals Poti in order to avoid pollution of the APM Terminals Poti Area;
- 1.4.6.3 in case of transportation of oversize and overweight Cargo in order to determine the necessary equipment and methods of the cargo handling, additionally inform APM Terminals Poti regarding technical steps during Cargo loading/unloading (if such requirements exist), general view of the Cargo, mass and size characteristics, transportation drawings, showing the centre of gravity and hooking points. If the cargo protection and safe handling require use of specific frames, crossbeams, slings, cordage hooks, specific stations and keel-blocks and other means, and if APM Terminals Poti does not have the necessary equipment, the Client shall ensure supply of such equipment. The supplied equipment shall conform to safety requirements and be duly certified by a recognised certification body.
- 1.4.6.4 Bring IMDG Goods to the Port Area only after the written application addressed to the Managing Director of APM Terminals Poti and following the reception of written authorization from the latter.
- 1.4.6.5 Ensure that all loaded containers brought to the Port for subsequent handling are fitted with high security seals.
- 1.4.6.6 If the Customs Department of Revenue Service of Georgia or other state authority fines APM Terminals Poti or imposes any other sanction in the following circumstances:
  - (i) during unloading and placing Cargo at a customs warehouse, a container does not have a high security seal, and a high security seal cannot be attached on the site, or
  - (ii) in case of discovering missing or damaged seals on the container during their transportation to the container terminal after the container leaves the APM Terminals Poti Area,

then the Client shall be obliged to fully compensate any damage faced by APM Terminals Poti.

1.4.7 If the Client is a Forwarder, the Client shall also:

- 1.4.7.1 inform relevant authorized representative of APM Terminals Poti on an ongoing basis, regarding type and quantity of the expected cargo;
- 1.4.7.2 agree in advance with the respective authorized representative regarding intended transportation and maintenance of oversize, overweight, and dangerous cargo;
- 1.4.7.3 provide APM Terminals Poti with the list of employees (their names, surnames and telephone numbers) having certificates for transportation of dangerous cargo and provide confirming documents;
- 1.4.7.4 be responsible for violation of rules at APM Terminals Poti by the representatives of Forwarder;
- 1.4.7.5 Provide APM Terminals Poti all necessary documents and information regarding the vessel and the cargo, including but not limited to - the schedule of the handling works,

the Cargo Manifests, Discharge and Loading Lists, Cargo Stowage Plan, Vessel Certificates, at least 24 hours in advance of vessel arrival at Poti Sea Port.

- 1.4.7.6 confirm the availability of the necessary onward transportation means to APM Terminals Poti at least 12 hours in advance of vessel arrival;
- 1.4.7.7 if radiation exceeds the acceptable standard, or in the event of any spillage or emission of cargo from the container or other transport packaging, Forwarder is obliged immediately after the request of the APM Terminals Poti to withdraw the affected units from the APM Terminals Poti Area;
- 1.4.7.8 ensure nomination of a vessel corresponding to the type of the Cargo;
- 1.4.7.9 ensure uninterrupted processing of all Cargo and transport documentation;
- 1.4.7.10 supply proper means of Cargo transportation timely and in good order;
- 1.4.7.11 in case of handling of Rail and RoRo Ferries, according to their nature, Forwarder is obliged to ensure timely completion of customs procedures for unloaded goods and means of transportation;
- 1.4.7.12 ensure that the Berth is cleaned and all cargo remnants, spillage, packaging and other related material is removed from APM Terminals Poti Area, during the handling of cargo and after the cargo operations are completed.

1.4.8 If the Client is the Forwarder:

- 1.4.8.1 APM Terminals Poti, at its discretion, shall delay/refuse berthing of the vessel in the event of the Client's failure to provide complete and accurate information, as required in the above sub-clause 1.4.7.5. at least 24 hours in advance of vessel arrival.
- 1.4.8.2 Vessels which have arrived at APM Terminals Poti Area and have submitted the above documentation in accordance with these timelines shall take priority over vessels which have not. APM Terminals Poti shall not be liable for any loss, damage, delay, detentions, demurrage etc., whether direct or indirect arising from such delay/refusal to the berthing of the vessel as a result of failure to provide the necessary information in due time.

1.4.9 If the Client is an Agent/shipping line, the Client shall also:

- 1.4.9.1. inform the respective authorized unit of APM Terminals Poti regarding entry of a ship in the form established by APM Terminals Poti, in accordance with the Port Rules of Georgia.
- 1.4.9.2. in case of container vessels, provide the respective authorized unit of APM Terminals Poti with the ship arrival schedule twice a month (on the second and fourth Tuesday of the month following which the Agent shall be informed by APM Terminals Poti about the vessel schedule of the second half of the current month and the first half of the following month.
- 1.4.9.3. in case of container vessels, provide the respective authorized unit of APM Terminals Poti with a three-week rolling forecast showing the total number of containers forecast to arrive at Poti Sea Port and the number of containers to be stripped at APM Terminals Poti's CY.
- 1.4.9.4. in case of the RO-RO and Rail-Ferry Service, inform the respective authorized unit of APM Terminals Poti the schedule of the ship entering, agreed in advance with the APM Terminals Poti, a week earlier before the beginning of a month.
- 1.4.9.5. provide APM Terminals Poti all necessary documents and information regarding the vessel and the cargo, including but not limited to: the schedule of the handling works, Cargo Manifests, Discharge and Loading Lists, Cargo Stowage Plan, Vessel Certificates, at least 24 hours in advance of vessel arrival at APM Terminals Poti Area.
- 1.4.9.6. Provide the respective authorized unit of APM Terminals Poti with a security certificate (ISPS Code) at least 24 hours in advance of vessel arrival at APM Terminals Poti Area.

- 1.4.9.7. if the berth is idle by fault of a ship-owner or a cargo owner, ensure shifting of a ship or taking it outside of the harbour immediately after the request of APM Terminals Poti.
- 1.4.9.8. if the radiation emission of cargo exceeds the acceptable standards, ensure taking the affected units outside of the harbour immediately upon the request of APM Terminals Poti.

1.4.10 If the Client is an Agent of the Container Vessel:

- 1.4.10.1. APM Terminals Poti, shall impose a fine in the amount of 1 000 USD equivalent in GEL, in the event of the Client's failure to provide complete and accurate information, as required in the above sub-clause 1.4.9.5., at least 24 hours in advance of vessel arrival.
- 1.4.10.2. APM Terminals Poti shall not be liable for any loss, damage, delay, detentions, demurrage etc., whether direct or indirect arising from such delay to the berthing of the vessel as a result of failure to provide the necessary information in due time.
- 1.4.10.3. In the event that a berth is not available for more than 48 hours after arrival at APM Terminals Poti Area, APM Terminals Poti shall provide the vessel with additional 12 hours (starting from its arrival at APM Terminals Poti Area) for amending the initial Discharge and Loading List. During this timeframe (12 hours), the Client is allowed to amend no more than 30% of the initial Discharge and Loading List.
- 1.4.10.4. APM Terminals Poti, at its discretion, shall refuse loading of containers in the event of the Client's failure to provide the relevant Discharge and Loading List in accordance with the rule and the timeline established in the above sub-clause 1.4.10.3.

1.4.11 In any case, if the Client fails to fulfil its obligations under this document in a timely and proper manner, or has an overdue debt to APM Terminals Poti, APM Terminals Poti is entitled to terminate or suspend the delivery of the Service until the Client fulfils its obligations and / or in the presence of appropriate terms and conditions, to not release the Cargo out of APM Terminals Poti Area, or to seize the Cargo, until the Client has fulfilled its obligation / repaid the debt in full.

## **1.5. HEALTH, SECURITY, SAFETY AND ENVIRONMENT (HSSE)**

- 1.5.1 The Client and APM Terminals Poti shall act in a manner that ensures adequate protection for their employees in full compliance with all applicable international and national laws, rules, and regulations (including HSSE regulations), as well as SOLAS and its respective guidelines.
- 1.5.2 The Client shall adhere to any ad-hoc safety measures that will be imposed by APM Terminals Poti in case of a safety incident. The Client also undertakes that its employees, agents and representatives shall comply with the relevant SOPs made available to them by APM Terminals Poti.
- 1.5.3 The Client shall ensure compliance with APM Terminal Poti's internal safety rules at APM Terminals Poti Area, also ensure that the Client's representatives are wearing reflective clothing, hard helmets, and special shoes in accordance with APM Terminal Poti's internal safety standards and relevant legislation.
- 1.5.4 The Client shall indemnify, hold harmless and defend APM Terminal Poti and its directors, officers, employees, agents, stockholders and Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of or relate to any act or omission of HSSE regulations by any of its employees, agents and representatives.

## **1.6. COMPLIANCE WITH THE LAW**

1.6.1 The Client by subscribing to APM Terminal Poti's services represents and undertakes that it and all of its affiliates, directors, officers or sub-contractors comply in all material respects with all applicable laws, rules, regulations or similar instruments including relating to anti-corruption, competition law and foreign trade controls (export controls and sanctions laws of the UN, the EU and US or other relevant regulators), including but not limited to U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Each party shall also respect and adhere to the other Party's policy on anti-corruption, competition law, and foreign trade controls.

For the purposes of clarity:

(a) Neither Party shall give, promise or attempt to give or approve the giving of anything of value to any person, for illegal purposes or for improperly obtaining or retaining business.

(b) Neither Party shall deal, or cause the other Party to deal, with any person or entity in respect of transactions prohibited by foreign trade controls, except with the other Party's prior written consent; or which could damage the other Party's commercial or other reputation interests, even if not in violation of any foreign trade controls.

(c) Neither party shall deal or cause the other party to facilitate transactions of commodities prohibited by foreign trade controls, except with the other party's prior written consent; or which could damage the other party's commercial or other reputational interests, even if not in violation of any foreign trade controls.

(d) In the event the Client, acting as an Agent, nominates a vessel, the Client covenants that none of such nominated vessels nor any person or entity who owns and/or operates any of such vessels is the subject of any prohibitions of export controls or sanctions laws (UN, the EU and US or other relevant regulators) and the Client agrees to contractually impose the requirements of this clause upon such party.

1.6.2 APM Terminal Poti may terminate provision of services with immediate effect without incurring any liability, if the Client is not complying with the Clause 1.6.1.

## **1.7. LIMITATION ON LIABILITY**

1.7.1 APM Terminal Poti shall only be liable for loss of, or damage to, any cargo or other Client equipment whilst in the custody or control of APM Terminals Poti to the extent the same was caused by the negligence or wilful misconduct of APM Terminals Poti.

1.7.2 APM Terminal Poti may not be held responsible for damage caused by:

- (i) atmospheric precipitation (hail, snow, rain), floods and/or another natural disaster;
- (ii) improper loading and/or lashing of the cargo;
- (iii) damage during transit;
- (iv) the actions by Customer's representatives and/or employees.

## **1.8. INVOICING AND PAYMENT FOR ALL TARIFFS**

1.8.1. All Tariffs are paid in line with the invoice issued by APM Terminals Poti in advance of provision of Services through pre-payment method unless otherwise agreed in writing.

1.8.2. Disputes between APM Terminals Poti and the Client do not entitle the Client to suspend payment.

1.8.3. All Tariffs established by this document are quoted in US Dollars and are applied excluding VAT unless explicitly stated otherwise. VAT will be charged in addition, in accordance with the applicable legislation on Value Added Tax.

1.8.4. Payments shall be made in the national currency of Georgia. The Rate of Exchange to be applied will be as per the National Bank of Georgia exchange rate on the date of rendering the relevant Services, stated on the invoice.

### **1.9. INVOICING AND PAYMENT FOR PORT DUES AND CHARGES**

- 1.9.1. All Port Dues and Charges will be based on vessels' conditional **GT**. The GT of the towing barge systems, convoys of vessels and other combined objects will be measured as the aggregate GT of all the components.
- 1.9.2. Tonnage Dues, Channel Dues and Sanitary Charges to be paid once per vessel call by inbound voyage Agent.
- 1.9.3. In case of vessel being moved to Anchorage and back, applicable port charges will be raised as per Annex 1. Charges will be raised as per sub-clauses **1.1.4** (Watchman Charges), **1.1.5** (Mooring/Unmooring Charges), **1.1.6**. (Towage in/Towage out Charges) and **1.1.7** (Berth Dues) of Annex 1 of this document.
- 1.9.4. In case of shifting vessel from one Berth to another, applicable port charges will be raised as per sub-clauses **1.1.10** (Shifting) and **1.1.7** (Berth Dues) of Annex 1 of this document.
- 1.9.5. After inward clearance, the Client must provide APM Terminals Poti with the Statement of Data and Particulars containing all the information relevant for the determination of the Port Dues and Charges.
- 1.9.6. APM Terminals Poti shall submit invoice for Port Dues and Charges to the Client immediately upon completion of inward clearance and provision of relevant information by the Client.
- 1.9.7. The Client shall pay the invoice for Port Dues and Charges to APM Terminals Poti through the wire transfer instructions provided in the invoice.
- 1.9.8. The invoice shall be paid after receipt and prior to vessel departure from the APM Terminals Poti Area unless otherwise agreed between the parties in writing.

### **1.10. INVOICING AND PAYMENT FOR CARGO HANDLING AND EQUIPMENT HIRE TARIFFS**

- 1.10.1. The Client is required to pay the Cargo Handling Tariffs and Equipment Hire Tariffs to APM Terminals Poti in advance before commencement of Cargo operation, unless otherwise agreed between the Parties in writing. Preliminary payment shall be performed based on Preliminary Quotation submitted to Client by APM Terminals Poti, unless otherwise agreed between the Parties in writing;
- 1.10.2. After completion of Services and prior to departing from the Poti Sea Port, the Client shall pay the difference between the Preliminary Quotation and actual charges accrued while benefiting from the Services, unless otherwise agreed between the Parties in writing.
- 1.10.3. The Cargo Handling Tariffs shall not be delayed for the reason of Client's objection of any item from the invoice; Such initiation of the dispute shall not release the Client from its obligation to pay the invoice.

## **2. PORT DUES AND CHARGES**

- a) The Port Dues and Charges are applicable to the Client and are payable if the Client uses the Services.

## **2.1. SANITARY CHARGES**

- 2.1.1. Waste received on account of Sanitary Dues includes any kind of ship-generated waste, including: Bilge Water, Garbage, Sewage, but not including cargo residues;
- 2.1.2. The Master or the Agent of a vessel should forward the vessel's waste notification report to the Port at least 48 hours in advance of arrival or upon departure of the previous port if the voyage is less than 48 hours.

## **2.2. BERTH DUES**

- 2.2.1. The time applicable for Berth Dues is calculated starting from All Fast continuing until the Last Line;
- 2.2.2. For container vessels, Berth Dues are calculated per hour. For other types of vessels, on the basis of the vessel's GT;
- 2.2.3. Berth Dues for non-cargo operations are calculated for all types of vessels based on the vessel's GT and the time period the vessel occupies the berth for non-cargo operations.

## **2.3. BERTH OCCUPANCY**

- 2.3.1 The calculation of berth occupancy starts after the completion of cargo handling operations and ends at the Last Line. Cargo handling operations do not include lashing;
- 2.3.2 All vessels shall be liable for Berth Occupancy Charges for the applicable period except vessels which are not permitted to depart from Poti Sea Port because of:
  - a) Adverse Weather Conditions, or
  - b) During the hours of darkness, for a vessel of LOA of 180 metres or more or for which the draft is 9 meters or more and which is declared ready but is not permitted to depart due to such reason.
- 2.3.3 In the event that Adverse Weather Conditions force a Container Vessel to cease cargo operations, the period attributable to the Adverse Weather Conditions shall not incur Berth Occupancy Charges;
- 2.3.4 After the days of Adverse Weather Conditions vessels have free time for occupying Berth as follows:
  - 2.3.4.1. For first outbound vessel – 3.5 hrs. free from time of giving permission for Port operation by Harbour Master;
  - 2.3.4.2. For each other vessel – 2 hrs. free from time of completion of Clearance of previous vessel outwards.

## **2.4. TOWAGE**

- 2.4.1 All Towing services operations shall be governed by the U.K. Standard Conditions for Towage and Other Services (revised 1986) (see Annex 5) and in accordance with Port Rules.
- 2.4.2 Fees/Tariffs established for providing services indicated in sub-clause 1.1.6. of Annex 1 cover charges for the number of tugs required by the Port Rules on the basis of LOA of the vessel.
- 2.4.3 In addition to the obligations established under Port Rules, in the event that the pilot deems it necessary, at the latter's absolute discretion, the pilot shall be entitled to add an additional tugboat for conducting relevant towing services.
- 2.4.4 In cases, where the usage of additional tugs is requested by the Pilot, the applicable charges shall be raised as per sub-clause 3.1.1. of Annex 3.

## **2.5. PORT SERVICE COMPLEX (ALL IN) TARIFF**

- 2.5.1 All fishing vessels calling at APM Terminals Poti should be equipped with AIS (always on). Such fishing vessels shall notify APM Terminals Poti regarding every entry and exit to/from Poti Sea Port. The communication shall be made in Georgian or English.
- 2.5.2 Fishing and Fish Carrier vessels calling APM Terminals Poti are charged as per the Port Service Complex (all in) Tariff;
- 2.5.3 The Period for which the foreign flagged vessels shall be charged, shall be defined as the period between dates of the vessel Port entry and departure registration;
- 2.5.4 Fishing vessels registered under the Georgian flag that enter APM Terminals Poti Area are subject to monthly rate specified in sub-clause 1.2.1 of the Annex 1, irrespective of the number of entries in a month.
- 2.5.5 In the event of customer request for additional sanitary services, vessels are charged according to the tariffs as per sub-clause 1.3 of Annex 1.

## **2.6. EXEMPTIONS**

- 2.6.1 Port Dues are not charged to vessels calling APM Terminals Poti due to Adverse Weather Conditions;
- 2.6.2 Channel Dues are not charged for use of the entry channel by vessels with Design Draft less than 1.90m.

## **2.7. DISCOUNTS**

- 2.7.1 Vessels lying alongside other vessels already moored to a wharf receive a 50% discount on Berth Dues.

## **2.8. SURCHARGES**

- 2.8.1 Vessel Mooring/Unmooring and Towing are subject to a 50% surcharge for services rendered to the vessel during Public Holidays.

## **3. CARGO HANDLING TARIFFS**

- a. If a Client uses the APM Terminals Poti Area or procures other services in relation thereto from APM Terminal Poti, the Client owes Cargo Handling Tariffs per Annex 2 to APM Terminals Poti.
- b. When the operational complexity requires additional time, equipment and/or manpower supervision, at APM Terminals Poti's discretion, the rate for services under sub-clause 2.1.1 of Annex 2 (Quay Operation of the Breakbulk Cargo) shall be provided by APM Terminals Poti on a case-by-case basis.
- c. Cross-Docking Charges established under sub-clause 2.3.2 of Annex 2 shall amount to a minimum of 150 USD per container (excluding car containers)/railcar/truck.
- d. Tariff established under sub-clause 2.3.1. of Annex 2 shall apply to the container delivered to CY for stripping purposes, the status of which is changed during its storage period at CY. In such case, the Client shall pay the tariff for each lift-on/ lift-off required due to the above-discussed status change.
- e. Tariff established under sub-clause 2.3.2.6. shall apply to the stuffing of OOG container as well, irrespective of the fact whether the cargo is OOG or not.

- f. For Cross-Docking of cargo between transportation units other than containers and/or trucks, including but not limited to railcars, charges shall be provided upon application.
- g. Port Administration Fee is applicable for the Services provided in sub-clauses 2.1.7.1. and 2.1.7.2.1 – 2.1.7.2.11 of Annex 2.

### **3.1. SURCHARGES**

3.1.1 The Following Surcharges are in place for:

- a. cargo operations during Public Holidays (except on a Container/RoRo/Rail ferry vessel) - 25 %;
- b. non-direct lift (Except: sub-clauses 2.1.3, 2.1.4 and 2.1.7 of Annex 2 - 50%;
- c. handling Cargo specified in sub-clause 2.1.3 of Annex 2 by port means - 50%;
- d. performing Cargo operations by twin cranes (Except: cargoes whose rate is determined based on the CBM and in case the operation is executed by vessel's crane) -100%;
- e. any discharge or loading or storage of Military Cargo - 100%;
- f. tracked cargo requiring protection of the quay (for Roll On/Off Wheeled Cargo/Tracked cargo) - 100 %;
- g. container handling with non-standard spreader - 50%;

3.1.2 Any other Cargo types or handling operations not outlined in this document, surcharges can be levied at APM Terminals Poti's discretion.

3.1.2.1. any container handled with standard Spreader, in or out of non-cellular bays or vessels, shall be charged double the applicable rate under sub-clause 2.1.7 of Annex 2 of this document.

### **3. 2. EXEMPTIONS**

3.2.1. Full container loaded with the cars are free of Storage Charge in CY up until the moment of stripping, unless there is a specific request not to strip by a Consignee of the cargo; The Client who makes such request shall be invoiced for storage.

3.2.2. It is not allowed to remove the car from the CY area on the day of stripping except for the cases, in which

- a) it is agreed otherwise;
- b) the customs procedures conducted by the customs authorities are completed.

## **4. MISCELLANEOUS PROVISIONS APPLIED TO SPECIFIC TARIFFS**

### **4.1. CAR PASS**

4.1.1. The total number of car pass days within a calendar month should not exceed 24 calendar days.

4.1.2. The vehicles involved in cargo operations are exempt from car pass charges.

### **4.2. PONTOONS USAGE FEE**

4.2.1. APM Terminals Poti reserves the right to make use of pontoons in order to provide berthing availability for a vessel whose draft is greater than the actual draft of the berth in accordance with the Port Rules. Such use shall be chargeable unless otherwise agreed in advance in writing.

4.2.2. The usage rate of the pontoon is calculated based on the actual time it is used.

4.2.3. The tugboat or the floating crane are used to shift or remove the Pontoons that are in the water and endanger the safety of navigation. (the relevant rates are specified in sub-clause 2.6.24 of Annex 1).



#### **4.3 CHANGE OF CONTAINERS' LOAD/DISCHARGE LIST AFTER THE VESSEL DOCKING**

- 4.3.1. In the event that the load list or outbound stowage plan are changed after submission, or the inbound stowage plan is found to be mismatched after vessel docking, the total amount invoiced will be the fixed fee plus the variable fee, established in sub-clauses 2.6.29 and 2.6.30 of Annex 2.
- 4.3.2. In the event that the load list is changed and there is no change to ISO type, Port of Discharge, Position on board or container weight, the charge for the change of containers' load list after the vessel docking will be the fixed fee established in sub-clause 2.6.29 of Annex 2. Any additional container moves required will be charged as per Annex 2.
- 4.3.3. During vessel loading operation up to 10 containers may be cancelled free of charge.

### **5. EQUIPMENT HIRE TARIFFS**

#### **5.1. GENERAL**

- 5.1.1. The Equipment Hire Tariffs incurred by the Client are calculated in accordance with the Rates set out in Annex 3 to these General Terms and Conditions.
- 5.1.2. Port equipment Hire Tariffs include tariffs for port driver/operator and fuel;
- 5.1.3. Port equipment is only for use inside the APM Terminals Poti Area unless otherwise agreed between the Parties in writing.

#### **5.2. TIME CALCULATION RULE**

- 5.2.1. Time calculation method for Equipment Hire Tariffs is as follows: it commences when the equipment leaves the parking location and ends when the equipment is returned to the parking location encompassing the movement to area of operations.

#### **5.3. STATEMENT OF FACTS**

- 5.3.1. The Statement of Facts made by APM Terminals Poti's responsible person co-signed by Client should be provided to APM Terminals Poti Customer Service for further invoicing; The Client receives the preliminary calculation of the usage time and undertakes the obligation to cover the costs for the time that exceeds the preliminary calculation by signing the document that indicates the factual working hours.

#### **5.4. SURCHARGES**

- 5.4.1. Standard working hours for the Asset Maintenance Department of APM Terminals Poti are from Monday to Friday 08:00-17:00. For technical equipment hire, a 25% surcharge shall be charged during the overtime period i.e. outside these standard working hours and/or Public Holidays.

### **6. MISCELLANEOUS PROVISIONS**

#### **6.1. FORCE MAJEURE**

- 6.1.1. APM Terminals Poti shall be relieved from any liability in connection with its obligations if such liability is caused by or results from an Event of Force Majeure for so long as the Event of Force Majeure continues. Event of Force Majeure means an event or circumstance beyond the reasonable control of the Party including, but not limited to, any act of God, war, warlike acts, pandemic, epidemic, terrorism, riots, strikes, lockouts, or other labour or industrial disputes, failure of a utility service, insurrections, civil commotion, civil disobedience, floods, fire, radioactivity, Adverse Weather Conditions, storms, tempest, typhoon, tsunami.

6.1.2. In the event of Force Majeure, APM Terminals is entitled to suspend fulfilment of its obligations until such time that the situation of force majeure no longer impedes fulfilment.

## **6.2. INDEMNIFICATION**

6.2.1. The Client shall indemnify, hold harmless and defend APM Terminals Poti and its directors, officers, employees, agents, stockholders and Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney fees and costs), on any basis whatsoever brought by third parties alleging to have suffered damages through the use of the APM Terminals Poti Area or through the Services provided by APM Terminals Poti to the Client.

6.2.2. The Client shall indemnify, hold harmless and defend APM Terminals Poti and its directors, officers, employees, agents, stockholders and Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, costs and expenses (including but not limited to reasonable attorney fees and costs), in the event of imposition of any fines, sanctions by the Georgian state authorities (including but not limited to LEPL Revenue Service of Georgia) on the basis of the erroneous or incomplete cargo information provided by the Client.

## **6.3. SUSPENSION AND DISSOLUTION**

6.3.1. If the Client remains in default of any obligation towards APM Terminals Poti, as well as in the event of bankruptcy, insolvency or cessation of the Client's business activities / liquidation, APM Terminals Poti is entitled to, without judicial intervention and / or without incurring any compensation to be paid to the Client, either suspend the Services, in whole or in part, for a temporary period or permanently and / or terminate the agreement due to non-fulfilment of current obligations, at APM Terminals Poti's discretion, on the basis of its written notice. The foregoing is without prejudice to the other rights accruing to APM Terminals Poti.

6.3.2. In the event of termination of the agreement on the grounds stated in sub-clause 6.3.1, all claims held by APM Terminals Poti become due immediately.

## **6.4. REMOVAL OF VESSEL**

6.4.1. If the Client fails to fulfil its obligations or fails to fulfil them on time, APM Terminals Poti has the right to remove the vessel, or to have the vessel(s) removed, at the expense and risk of the Client.

## **6.5. RELEASE OF THE VEHICLES FROM THE CUSTOMS WAREHOUSE**

6.5.1. The vehicle owner / consignee / forwarder is obliged to ensure that the vehicle leaves the customs warehouse in the shortest possible time / within the time limit established by law and in accordance with the relevant procedures.

6.5.2. In the event if the vehicle does not leave the warehouse area and/or is not transferred to the state property within 90 calendar days from the opening of the container, the Port shall actively communicate with the owner of the vehicle / receiver / forwarder / Revenue Service, requesting the removal of the vehicle from the warehouse as soon as possible and shall take appropriate measures.

6.5.3. The transfer of the vehicle to the state property does not constitute a ground for the exemption of responsible party's liability to reimburse the costs of services provided by the Port to the latter.

## **6.6. APPLICABLE LAW AND DISPUTES**

6.6.1. The legal relationship between APM Terminals Poti and the Client is governed by the laws of Georgia, except for the relations related to provision of Towage services. Any dispute arising from or in respect of the Services, except the disputes related to Towage, shall be examined by the common courts of Georgia unless otherwise agreed by the Parties in writing.

## **6.7. NULLITY OF ONE OR MORE PROVISIONS**

6.7.1. The nullity of any provision set forth in this General Terms and Conditions has no effect on the other provisions of this document.

6.7.2. If and insofar as any provision set forth in the agreement or in this General Terms and Conditions is deemed to be unreasonably onerous, unacceptable or invalid under the given circumstances, then that provision shall be replaced by a provision applicable between the parties that, taking all circumstances into account, will be acceptable and close to the scope of the provision deemed non-applicable under the circumstances.

## **6.8. CHANGING TERMS AND RATES**

6.8.1. APM Terminals Poti may at any time unilaterally amend these APM Terminals Poti Tariffs. Amended version of the APM Terminals Poti Tariffs will be published at least 30 (thirty) days in advance before taking effect and/or provided to the Client.

These APM Terminals Poti Tariffs apply as from May 1, 2024.

## **6.9 Prevailing Language**

This document is drafted in Georgian and English languages, in the event of any inconsistency between the Georgian and English versions, the English text shall prevail.

All enquiries to:

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## ANNEX 1 – PORT DUES AND CHARGES

### 1.1. Port Dues and Charges

Port Dues and Charges	Container Vessel				Tanker	Rail Ferry	RoRo Ferry		Other
	< 9500	9500-13000	13000-15000	> 15000			< 8000	> 8000	
GT									
USD Excl. VAT									
1. Tonnage Dues	0.831	0.794	0.953	0.859	1.302	0.252	0.220	0.267	1.193
2. Channel Dues	0.499	0.476	0.572	0.515	0.624	0.121	0.106	0.128	0.573
3. Sanitary Charges <sup>1</sup>	0.063	0.060	0.073	0.065	0.079	0.015	0.013	0.016	0.071
4. Watchman Charges	0.074	0.071	0.085	0.077	0.093	0.018	0.016	0.019	0.085
5. Mooring or Unmooring Charges <sup>2</sup>	0.011	0.011	0.013	0.012	0.029	0.012	0.010	0.012	0.021
6. Towage in/Towage out Charges <sup>3</sup>	0.208	0.199	0.238	0.215	0.291	0.056	0.049	0.059	0.264
7. Berth Dues <sup>4</sup>									
7.1. for cargo operations	55.00 per Hour				0.108	0.021	0.018	0.022	0.100
7.2. for non-cargo operations <sup>5</sup>	0.010 per Hour								
8. Charges for occupying Berth after completion of cargo operations (for the reasons beyond the Port control) <sup>6</sup>									
8.1. At Berths 2, 7, 12, 13 & 14 for Ro-Ro Ferries and Container Vessels after 4 hrs., for Rail Ferries after 12 hrs., for other vessels after 6 hrs.	0.160 Per hour								
8.2. At other Berths after 9 hrs.	0.008 per hour								
9. Anchorage Dues at inner roads	0.002 per Hour								
10. Shifting charges	0.38	0.38	0.38	0.38	0.44	0.34	0.19	0.19	0.40

### 1.2. PORT SERVICE SPECIAL TARIFFS

#### 1.2.1. PORT SERVICE COMPLEX (ALL IN) TARIFF<sup>7</sup>

USD Excl. VAT			
1.2.1.1	Fishing and Fish Carrier vessels		USD100.00 per day
1.2.1.2	Fishing and Fish Carrier vessels with	GT > 50	USD1.00 per GT/month
1.2.1.3	Georgian Port Registry	GT < 50	USD50.00 per month

### 1.3 TARIFFS FOR GARBAGE, WATER AND WASTE SERVICES<sup>8</sup>

USD Excl. VAT		
1.3.1	When Sanitary Charge is not levied, vessels are charged according to the following tariffs based on Client request	

<sup>1</sup> For additional regulations, see Paragraph 2.1. SANITARY CHARGES

<sup>2</sup> For additional regulations, see Paragraph 2.8.1

<sup>3</sup> For additional regulations, see Paragraphs 2.4.2, 2.4.3., 2.8.1

<sup>4</sup> For additional regulations, see Paragraphs 2.2.1, 2.2.2.

<sup>5</sup> For additional regulations, see Paragraph 2.2.3.

<sup>6</sup> For additional regulations, see Paragraph 2.3. BERTH OCCUPANCY

<sup>7</sup> For additional regulations, see Paragraph 2.5. PORT SERVICE COMPLEX (ALL IN) TARIFF

<sup>8</sup> For additional regulations, see Paragraph 2.5.5.

1.3.1.1	Bilge Water Removal	CBM	50.00
1.3.1.2	Sewage Water Removal	CBM	45.00
1.3.1.3	Dry Garbage Removal	CBM	30.00
1.3.2	Fresh Water Supply	MT	10.00

## ANNEX 2 - CARGO HANDLING TARIFFS<sup>9</sup>

2.1 QUAY OPERATION			
USD Excl. VAT			
<b>2.1.1. Breakbulk Cargo<sup>10</sup></b>			
	Any piece, the weight of which exceeds 35 MT and/or the volume of which is minimum 50 m <sup>3</sup>	FT	35.00
	≤ 35MT	MT	25.00
	≤ 25MT	MT	20.00
	≤ 5 MT	MT	15.00
<b>2.1.2. Crane lift of Wheeled/Tracked Cargo</b>			
	≤ 5 MT	Unit	150.00
	≤ 10 MT	Unit	250.00
	≤ 25 MT	MT	30.00
	≤ 40 MT	MT	40.00
	40 MT or more	MT	50.00
<b>2.1.3. Roll On/Off Wheeled Cargo/Tracked cargo<sup>11</sup></b>			
	< 5 MT	Unit	40.00
	5 MT or more	Unit	100.00
<b>2.1.4. Roll On/Off Rail Cars</b>			
	Full Rail Car	Unit	130.00
	Empty Rail Car	Unit	20.00
<b>2.1.5. Passenger Fee embarking or disembarking</b>			
		Per Passenger	10.00
<b>2.1.6. Dry Bulk Cargo</b>			
	Discharging from vessel with grabs directly to truck/railcar	MT	10.00
	Loading with Rotainers	MT	POA
<b>2.1.7. Containers</b>			
2.1.7.1.	Port Administration fee <sup>12</sup>	Unit	80.00

<sup>9</sup> For additional regulations, see Paragraphs 3.1.1.a., 3.1.1.b., 3.1.1.1.d, 3.1.1.3.1.2.

<sup>10</sup> For additional regulations, see Paragraph 3.b.

<sup>11</sup> For additional regulations, see Paragraphs 3.1.1.1.c, 3.1.1.

<sup>12</sup> For additional regulations, see Paragraph 3.g.

2.1.7.2.	Load/Discharge Move		
2.1.7.2.1.	Full 20'	Unit	60.00
2.1.7.2.2	Empty 20'	Unit	20.00
2.1.7.2.3	Full 40'/45'	Unit	90.00
2.1.7.2.4	Empty 40'/45'	Unit	40.00
2.1.7.2.5	Full ((IMO Class-1, Class-7) to depart port immediately	Unit	255.00
2.1.7.2.6	Full 20' (IMO Class, except IMO Class 1, Class 7)	Unit	83.00
2.1.7.2.7	Empty 20' (IMO Class, except IMO Class 1, Class 7)	Unit	46.00
2.1.7.2.8	Full 40'/45' (IMO Class, except IMO Class 1, Class 7)	Unit	118.00
2.1.7.2.9	Empty 40'/45' (IMO Class, except IMO Class 1, Class 7)	Unit	66.00
2.1.7.2.10	OOG Full 20' (in case of usage NON-STANDARD SPREADER)	Unit	115.00
2.1.7.2.11	OOG Full 40'/45' (in case of usage NON-STANDARD SPREADER)	Unit	175.00
2.1.7.3	Shifting (Cell to Cell)	Unit	40.00
2.1.7.4	Restow (Cell-Quay -Cell)	Unit	80.00
2.1.7.5	Escorting of containers (IMO Class-1, Class-7) with fire trucks after discharging from the vessel	First hour	Free
2.1.7.5.1	Escorting after first free hour	Per hour	100.00

<b>2.2 HORIZONTAL TRANSPORTATION</b>			
			USD Excl. VAT
<b>Using APM Terminals Poti internal trucks and chassis</b>			
2.2.1	Full container	Unit	15.00
2.2.2	Empty container	Unit	10.00

<b>2.3 YARD OPERATION</b>			
			USD Excl. VAT
2.3.1.	<b>Lift on/off</b>		
	Full container	Per Move/ Per Unit	12.00
	Empty container	Per Move/Per Unit	8.00
2.3.2.	<b>Cross-docking Operations between Containers and/or Trucks (excl. vehicles)<sup>13</sup></b>		
2.3.2.1	Minimum rate <sup>14</sup>	Per unit	150.00
2.3.2.2	Cargo in Big Bags/Barrels/Pallets	MT	7.00
2.3.2.3	Cargo in Bags	MT	8.00

<sup>13</sup> Includes stripping and stuffing, unless otherwise established.

<sup>14</sup> For additional regulations, see Paragraph 3.c. and 3.f

2.3.2.4	Cargo in Boxes and Coils	MT	9.00
2.3.2.5	OOG Cargo	MT	30.00
2.3.2.6	OOG Container (Stuffing)	MT	30.00
2.3.2.7	Flat Racks (Vehicles in Working Order)	Unit	60.00
2.3.2.8	Other Cargo	MT	18.00

2.4 STORAGE			
			USD Excl. VAT
2.4.1	<b>Breakbulk Cargo</b>		
	First 4 days	MT/day	0.50
	5th to 30th day	MT/day	1.00
	More than 30 days	MT/day	3.00
2.4.2	<b>Containers</b>		
	<i>Full<sup>15</sup></i>		
	First and last partial day	20'/day	0.00
	2nd to 6th day	20'/day	1.00
	7th to 13th day	20'/day	2.00
	14th & Over	20'/day	4.00
	First and last partial day	40'/45'/day	0.00
	2nd to 6th day	40'/45'/day	2.00
	7th to 13th day	40'/45'/day	4.00
	14th & Over	40'/45'/day	8.00
	<i>Empty</i>		
	First 8 days	20'/day	0.00
	9th to 16th day	20'/day	0.50
	17th & over	20'/day	1.00
	First 8 days	40'/45'/day	0.00
	9th to 16th day	40'/45'/day	1.00
	17th & over	40'/45'/day	2.00
2.4.3	<b>Reefer Containers (incl. Plugging, Unplugging, Electricity and Monitoring)</b>	Unit/day	30.00
2.4.4	<b>Containers with IMDG Cargo</b> (excluding IMO Class-1, Class-5, Class-6.2 and Class-7)		
	First and last partial day	20'/day	0.00
	2nd to 6th day	20'/day	4.00
	7th to 13th day	20'/day	8.00
	14th & Over	20'/day	16.00
	First and last partial day	40'/45'/day	0.00
	2nd to 6th day	40'/45'/day	8.00
	7th to 13th day	40'/45'/day	16.00
	14th & Over	40'/45'/day	32.00
2.4.5	<b>Leaking Containers</b>	Unit/day	100.00
2.4.6	<b>Wheeled/Tracked Cargo</b>		

<sup>15</sup> For additional regulations, see Paragraph 3.2.1.



<b>&lt; 5 MT</b>			
	First and last partial day	Unit/day	0.00
	2nd to 6th day	Unit/day	3.00
	7th to 13th day	Unit/day	5.00
	14th & Over	Unit/day	10.00
<b>5 MT or more</b>			
	First and last partial day	Unit/day	0.00
	2nd to 6th day	Unit/day	5.00
	7th to 13th day	Unit/day	10.00
	14th & Over	Unit/day	15.00

<b>2.5 CONTAINER YARD VEHICLE RELATED ACTIVITIES</b>			
			GEL Excl. VAT
2.5.1	<b>Stripping from container<sup>16</sup></b>	Unit	120.00
2.5.2.	<b>Stuffing into container (incl. lashing, wood materials)</b>	Unit	400.00
2.5.3	<b>Extra lift using Forklift</b>	Unit	30.00
			GEL incl. VAT
2.5.4	<b>Storage</b>		
	Stripping day + 3 days	Unit/day	0.00
	5th to 6th day	Unit/day	25.00
	7th to 13th day	Unit/day	30.00
	14th day & over	Unit/day	35.00

<b>2.6 MISCELLANEOUS PROVISIONS FOR SPECIFIC TARIFFS</b>			
			USD Excl. VAT
2.6.1.	Unloading/Loading of lashing gear box	Unit	130.00
2.6.2.	Removal and installation of twin deck or hatch cover	Unit	70.00
2.6.3.	APM Terminals Poti Railway Lines Usage Fee	Railcar	25.00
2.6.4.	APM Terminals Poti Railway Lines Usage Fee (at CY)	Railcar	10.00
2.6.5.	Gate Fee for Side Gates	Per railcar or truck	25.00
2.6.6.	Customs Inspection of container (incl. stripping and stuffing)	Unit	120.00
2.6.7.	Customs Inspection of container (without stripping)	Unit	0.00
2.6.8.	Weighing of vehicles/Railcars on Scale (weighbridge)	Unit	15.00
2.6.9.	Weighing Container (incl. VGM certificate, LO-LO, horizontal transport)	Unit	50.00
2.6.10.	Weighing Container (upon Customs/Client request)	Unit	20.00
2.6.11.	Weighing Trucks on Berth 7	Unit	5.00
2.6.12.	Bundle or Unbundle Flat Racks/Roll trailers	Unit	20.00

<sup>16</sup> For additional regulations, see Paragraph 3.2.2.

2.6.13.	Placement of IMDG or any other stickers	Per sticker	10.00
2.6.14.	Removal of IMDG or any other stickers	Per sticker	20.00
2.6.15.	Jump Start of dead car on Ro-Ro vessel	Unit	5.00
2.6.16.	Towage of dead truck from Port premises	Unit	25.00
2.6.17.	Reefer container pre trip inspection	Unit	45.00
2.6.18.	Lashing / unlashng of cargo from containers on board of vessel (without welding & cutting)	MT	8.00
2.6.19.	Gang Idle Time Charges – non-containerized	Per hour	400.00
2.6.20.	Car Pass (non-cargo operations) <sup>17</sup>	Unit/month	35.00
2.6.21.	Annual Car Pass (non-cargo operations)	Unit/year	400.00
2.6.22.	Access Pass Card	Unit	3.00
2.6.23.	Pontoon's usage fee (including installing and removal) <sup>18</sup>	Hour/unit	30.00
2.6.24.	Removal or shifting a pontoon item from Port water area with tugboat or Floating Crane <sup>19</sup>	Per event	700.00
2.6.25.	Air Supply to Trucks	Per truck	10.00
2.6.26.	Using Safety cage (per customer request)	Per hour	200.00
2.6.27.	Emergency response stand-by during operations	Per hour	250.00
2.6.28.	Coiling of reefer cables on discharge to avoid damage	Unit	25.00
2.6.29.	Change of containers' load list after the vessel docking (fixed fee) <sup>20</sup>	Per event	500.00
2.6.30.	Change of containers' load list after the vessel docking (variable fee) <sup>21</sup>	Per unit	30.00
2.6.31.	Repacking of damaged big bags or bags (excluding new package or repair materials)	Per unit	35.00
2.6.32.	Failure to provide complete and accurate information at least 24 hours in advance of vessel arrival <sup>22</sup>	Per event	1000.00

<sup>17</sup> For additional regulations, see Paragraphs 4.1.1. and 4.1.2.

<sup>18</sup> For additional regulations, see Paragraph 4.2.2

<sup>19</sup> For additional regulations, see Paragraph 4.2.3.

<sup>20</sup> For additional regulations, see Paragraphs 4.3.1., 4.3.2.

<sup>21</sup> For additional regulations, see Paragraph 4.3.1

<sup>22</sup> For additional regulations, see Paragraph 1.4.10

## ANNEX 3 - EQUIPMENT HIRE TARIFFS<sup>23</sup>

3.1 PORT FLEET UNIT		Minimum Number of hr. invoiced	Tariff per Hr. Within Port Water Area	Tariff per Hr. Out of Port Water Area
				USD Excl. VAT
3.1.1.	Tugboat	1	560.00	850.00
3.1.2	Floating Crane	2	300.00	500.00
3.1.3	Pilot boat	1	230.00	420.00
3.1.4	N. Nikoladze (Dredging) As per request			
3.2	EQUIPMENT	Minimum Number of hours invoiced		Tariff per hour.
				USD Excl. VAT
3.2.1	Mobile Crane LINK-BELT (90 mt)	2		200.00
3.2.2	Mobile Crane KATO (30 mt)	2		150.00
3.2.3	Mobile Harbour Crane (100 mt)	4		300.00
3.2.4	Forklift	1		30.00
3.2.5	Reach stacker	2		100.00
3.2.6	Empty Handler	1		60.00
3.2.7	Wheel Loader - Bobcat	1		50.00
3.2.8.	Wheel Loader - VOLVO	1		100.00
3.2.9	Terminal Truck and trailer	1		35.00
3.2.10	Locomotive	1		280.00

For additional information about other docking services and tariffs, please contact to Commercial department:

[sales.apmterminals poti@apmterminals.com](mailto:sales.apmterminals poti@apmterminals.com)

<sup>23</sup> For additional regulations, see Paragraph 5.1.2., 5.1.3., 5.2.1., 5.4.1.



# ANNEX 5 - UK STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES (REVISED 1986)

## STANDARD FORM AGREEMENTS

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

1. The agreement between the Tug owner and the Hirer is and shall at all times be subject to and include each and all of the conditions herein-after set out.
- 1.1 For the purposes of these conditions
  - 1.1.1 "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.
  - 1.1.2 "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 Tug owner agrees to tow or to which the Tug owner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.
  - 1.1.3 "tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tug owner for the performance of any towage or other service.
  - 1.1.4 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.
  - 1.1.5 Any service of whatsoever nature to be performed by the Tug owner 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.

1.1.6 The word "tug" shall include "tugs", the word "tender" shall include "tenders", the word "vessel" shall include "vessels", the word "Tug owner" shall include "Tug owners", and the word "Hirer" shall include "Hirers".

1.1.7 The expression "tug owner" 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 Tug owner" 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 Tug owner 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:

4.1 The Tug owner shall not (except as provided in Clauses 4.3 and 4.5 hereof) be responsible for or be liable for

4.1.1 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

4.1.2 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

- 4.1.3 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 Tug owner 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
- 4.2 The Hirer shall (except as provided in Clauses 4.3 and 4.5) be responsible for, pay for and indemnify the Tug owner against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provision of Clause 4.1 hereof or not, suffered by or made against the Tug owner 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 Tug owner even if the same arises from or is caused by the negligence of the Tug owner his servants or agents.
- 4.3 The provisions of Clauses 4.1 and 4.2 hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:
- 4.3.1 All claims which the hirer shall prove to have resulted directly and solely from the personal failure of the Tug owner 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 Tug owner'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 Tug owner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tug owner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tug owner or any agent or independent contractor employed by the Tug owner.
- 4.3.2 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 4.1 and 4.2 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.
- 4.4 Notwithstanding anything hereinbefore contained, the Tug owner 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.

- 4.5 Notwithstanding anything contained in Clauses 4.1 and 4.2 hereof the liability of the Tug owner for death or personal injury resulting from negligence is not excluded or restricted thereby.
5. The Tug owner 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 Tug owner 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 Tug owner (hereinafter referred to as "the other Tug owner") to hire the other Tug owner's tug or tender and in any such event it is hereby agreed that the Tug owner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tug owner may in addition, if authorised whether expressly or impliedly by or on behalf of the other Tug owner, act as agent for the other Tug owner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tug owner as agent for the Hirer contract with the other Tug owner 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 Tug owner 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 Tug owner may have against the Hirer including, but not limited to, any rights which the Tug owner 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 Tug owner may have to limit his liability.
7. The Tug owner will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts or 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 Tug owner 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 Tug owner or other Tug owner, 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 Tug owner and the Hirer is and shall be governed by English Law and the Tug owner and the Hirer hereby accept, subject to the proviso contained in sub-clause 9.2 hereof, the exclusive jurisdiction of the English Courts (save where the registered office of the Tug owner is situated in Scotland when the agreement is and shall be governed by Scottish Law and the Tug owner 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 9.1 hereof save that either the Tug owner 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