

PSA MARINE (PTE) LTD

GENERAL OPERATING CONDITIONS

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A. GENERAL TERMS

1 DEFINITION

1.1. In the General Operating Conditions (as defined herein below), 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, its subsidiaries, successors in title and/or assigns;
- (b) "General Operating Conditions" means the General Operating Conditions, comprising:-
 - (i) Section A. General Terms;
 - (ii) Section B. UK Standard Terms and Conditions for Towage and Other Services (Revised 1986);
 - (iii) Section C. Terms and Conditions for Pilotage Services;
 - (iv) Section D. Price List; and
 - (v) Section E. Terms and Conditions of Credit Account.
- (c) "Contract" means any agreement between the Hirer and the Company in connection with the provision of Services;
- (d) "Hirer" means any Person who has requested and/or any Person on whose behalf a request is made for the Company to provide Services;
- (e) "Person" includes any individual, person(s) or any body or bodies corporate;
- (f) "Price List" means the document titled as such and setting out the charges payable to the Company (as may be amended from time to time) for the Services provided by the Company as set out in Section D of the General Operating Conditions;
- (g) "Vessel" or "vessel" means any vessel, ship or craft or object of whatsoever nature in respect of which the Company agrees to provide Services;
- (h) "Service" or "Services" means any service(s) that the Company may provide to the Vessel and/or the Hirer, including but not limited to:-
 - (i) towage and/or other services ("Tug Services");
 - (ii) pilotage ("Pilotage Services"); and/or
 - (iii) other ancillary services, including but not limited to supply of water by water boat ("Other Services").

- 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.
- 1.3. The headings of the provisions of the General Operating Conditions are for reference only and do not define, limit or enlarge the meaning, interpretation or scope of the provisions.
- 1.4. All the sections of the General Operating Conditions are to be read together and construed in conjunction with each other.
- 1.5. In the event of any conflict or inconsistency between any provision of the Section A (General Terms) and any provision(s) contained in the rest of the Sections in the General Operating Conditions, the appropriate provision(s) contained in the rest of the Sections in the General Operating Conditions shall, unless otherwise stated, prevail to the extent of such conflict or inconsistency.
- 1.6. In the event of any conflict of inconsistency between any provision of the Contract and the General Operating Conditions, the provisions of the Contract shall prevail to the extent of such conflict or inconsistency.

2 HIRER'S UNDERTAKINGS AND RESPONSIBILITIES

- 2.1. The Hirer represents and warrants that it is the owner, demise charterer or master of the Vessel.
- 2.2. Where the Hirer is neither the owner, demise charterer nor the master of the Vessel:-
 - (a) the Hirer represents and warrants that it is the authorised agent of the owner, demise charterer and/or master of the Vessel and that he is duly authorised to make and does make the Contract subject to the General Operating Conditions on their behalf;
 - (b) the owner, demise charterer and the master of the Vessel shall (in addition to the Hirer) be bound by and liable for all obligations under the Contract as if they were themselves the Hirer, whether or not the Hirer purports to contract as managers, agents and/or brokers only;
 - (c) the Company's performance of the Services shall always take place for the account of the owner, demise charterer and the master of the Vessel, all of whom shall, together with the Hirer, remain jointly and severally liable all obligations under the Contract;
 - (d) accordingly, all references to the 'Hirer' in the Contract and the General Operating Conditions shall include the owner, demise charterer and the master of the Vessel.

2.3. The Hirer shall give the following instructions, information, particulars and/or details to the Company upon a request for Service in the manner as prescribed by the Company:

- (a) Such prior notice of the Service(s) requested of the Company as stated in the Company's Price List or other notification;
- (b) Details of the type of Service(s) requested;
- (c) The precise time when the Service(s) is / are requested;
- (d) Details on the type and principal characteristics of the vessel for which the Service(s) is / are requested; and
- (e) Any other instructions, information, particulars and/or details as may be required by the Company.

3 TUG SERVICES

3.1 The Company shall provide Tug Services subject to the General Operating Conditions, including but not limited to the terms of the UK Standard Conditions for Towage and other Services (Revised 1986) as set out in Section B (Standard Conditions for Towage and other Services (Revised 1986)), save for clause 9 of the said Section.

3.2 In Section B (UK Standard Conditions for Towage and Other Services (Revised 1986)), the following terms shall have the following meanings:-

- (a) the terms "Tugowner" and "Hirer" shall refer to the Company and the Hirer respectively as defined in Clause 1 of Section A (General Terms) herein; and
- (b) the term "conditions" shall refer to the UK Standard Conditions for Towage and Other Services (Revised 1986).

4 PILOTAGE SERVICES

The Company shall provide Pilotage Services subject to the General Operating Conditions, including but not limited to the Pilotage Terms and Conditions as set out in Section C of the General Operating Conditions.

5 OTHER SERVICES

The Company provides Other Services such as supply of water by water boat. The provision of the Other Services is subject to the Company's terms and conditions which would be notified to the Hirer at the time when such services are requested from the Company. The Hirer shall be bound by such terms and conditions as well as the General Operating 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 the General Operating Conditions.
- 6.2 Any Services which are not provided for in the Price List shall be charged at the rate fixed and/or notified by the Company at the time of providing such Services.
- 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, the Pilot, the Company's servants, agents or sub-contractors against all claims, liabilities, losses, damages, costs and expenses whatsoever arising out of:-
 - (a) any act or omission of the Hirer, its servants, agents and/or sub-contractors;
or
 - (b) the Company, the Pilot, the Company's servants, agents and/or sub-contractors acting on or complying with any notice, request, direction, instruction, order and/or information given by or on behalf of the Hirer, its servants, agents and/or sub-contractors.
- 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/or information provided by the Company, in whatever form as they may be given in connection with the Services, are provided for the sole and exclusive benefit of the Hirer. The Hirer, its servants, agents and/or sub-contractors shall not disclose any such advice and/or information provided by the Company and the Hirer shall defend, indemnify and hold harmless the Company for all claims, liabilities, losses, damages, costs and expenses arising out of any other person relying on and/or attempting to rely on any such advice and/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 under the Contract, 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 under the Contract.
- 7.5 The Hirer, the Company, their servants, agents and sub-contractor shall at all times comply with all applicable laws, statutes, rules, regulations, and conventions (including but not limited to the laws, statutes, rules and regulations of Singapore) and any advice, instructions, orders, directions, directives and/or instructions issued by any governmental, statutory, administrative, maritime and/or port authorities (including but not limited to the Maritime and Port Authority of Singapore).

8 SUSPENSION AND TERMINATION

- 8.1. Without prejudice to any other rights or remedies the Company may have, the Company shall be entitled to:-

- (i) suspend forthwith upon notice to the Hirer any or all of the Company's obligations under the Contract, including but not limited to the provision of services; or
- (ii) terminate the Contract forthwith upon notice to the Hirer; and

leave the Vessel in a place where the Hirer may take repossession of it upon the occurrence of any one or more of the following events:-

- (a) any amount payable under the Contract has not been paid within seven (7) calendar days of the date such sums are due;
- (b) any breach of any material obligation on the part of the Hirer under the Contract;
- (c) without prejudice to the generality of sub-paragraph (b) above, any breach of any term of the General Operating Conditions by the Hirer; or

- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, moratorium of indebtedness, winding-up, dissolution, administration, judicial management, supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement), liquidation, receivership or judicial management of the Hirer, or any analogous procedure or step is taken in any jurisdiction.
- 8.2. In the event that the Company elects to suspend any or all of its obligations under the Contract:-
- (a) the said suspension shall subsist unless otherwise notified by the Company; and
 - (b) the said suspension shall not in any way be construed as a suspension and/or waiver of the Company's rights and/or the Hirer's obligations under the Contract and/or the Hirer's breach(es) of the Contract, including but not limited to the Hirer's obligation to make punctual payment for the Company's services.
- 8.3. For the avoidance of doubt, the Company's rights of suspension and termination are cumulative and not in the alternative, in that the Company shall be entitled to first suspend any or all of its obligations under the Contract, and subsequently terminate the Contract.
- 8.4. The termination of the Contract shall not prejudice or affect the rights, obligations and liabilities which the Company or the Hirer may have prior to termination.

9 EXEMPTION OF LIABILITY

- 9.1. Notwithstanding any provision to the contrary in the General Operating Conditions, the Company, the Pilot, the Company's servants, agents and/or sub-contractors shall under no circumstances whatsoever be liable for any claims, losses, damages, costs and/or expenses whatsoever arising from:-
- (a) the act or omission of the Hirer, its servants, agents and/or sub-contractors; and/or
 - (b) the Company, the Pilot its servants, agents and/or sub-contractors acting on or complying with any notices, requests, directions, instructions and/or orders given by or on behalf of the Hirer, its servants, agents and/or sub-contractors;

- 9.2. Notwithstanding any provision to the contrary in the General Operating Conditions, the Company, the Pilot, the Company's servants, agents and/or sub-contractors shall under no circumstances whatsoever be liable for any claims, losses, damages, costs and/or expenses of any nature or description whatsoever arising from, caused and/or contributed (whether directly or indirectly) by any circumstance(s) which is / are beyond the Company's reasonable control, including but not limited to any congestion at the port, terminal, boarding grounds, anchorages and/or berths in or around the port of Singapore, the unavailability and/or unsuitability of the berths, anchorages and/or boarding grounds in or around the port of Singapore, the weather, draft, tide and water conditions and/or the condition of the vessel.
- 9.3. Notwithstanding any provision to the contrary in the General Operating Conditions and expressly without prejudice to the Clause 10 of the General Terms, in no event shall the aggregate liability of the Company, the Pilot, the Company's servants, agents and/or sub-contractors for all claims relating to each Contract (including but not limited to all claims for breach of contract, breach of warranty, in tort, including negligence) exceed the sum total of any remuneration / payment actually received by the Company in connection with the provision of the Services pursuant to or in connection with the Contract.
- 9.4. In no event shall the Company be liable to the Hirer for any consequential or special losses or damages of whatsoever nature, including but without limitation, loss of profits or business.
- 9.5. The Hirer expressly acknowledges that the Contract and its terms (including the General Operating Conditions) satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act (Cap. 396).

10 PRESERVATION OF RIGHTS AND DEFENCES

Nothing contained in the General Operating Conditions (including but not limited to Clause 9 of the General Terms) shall limit, prejudice or preclude in any way any rights and defences which the Company, the Pilot, the Company's servants, agents and/or sub-contractors may have under any law, statute, rules, regulations and conventions (including but not limited to any rights and/or defences of limitation, exclusion and/or exemption of liability). NOTICES

Unless otherwise notified by the Company, any notices and communications to the Company under or in relation to the Contract shall be in English and in writing and shall be sent by registered post, fax or email to the following registered address, fax number(s) or email address(es):-

Registered Address: 70 West Coast Ferry Road Singapore 126800

Fax: +65 6379 9800

Email: psam_enquiries@globalpsa.com

11 CHANGES TO GENERAL OPERATING CONDITIONS

Any variation and/or amendment of the terms of the Contract (including the General Operating Conditions) must be agreed in writing between the Hirer and the Company.

12 ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the Hirer and the Company and supersedes any prior agreement between the Hirer and the Company whether written or oral in relation to the provision of Services. Further, the Hirer has not relied upon any oral or written representation made to it by the Company, the Pilot, its servants, agents or sub-contractors.

13 ASSIGNMENT

The Contract shall be binding upon and inure to the benefit of the parties and their successors-in-title. However, the Hirer shall not without the Company's written consent assign and/or sub-contract the Contract whether in whole or in part to any party. The Company is entitled to assign and/or sub-contract the Contract, whether in whole or in part, without notice to or consent from the Hirer.

14 WAIVER

The failure by the Company to enforce at any time or for any period any one or more of the provisions of the Contract and/or the General Operating Conditions shall not be a waiver of them or of the right to any time to subsequently enforce all or any of the said provisions.

15 SEVERABILITY

Each part, term, sub-provision or provision of the Contract (including the General Operating Conditions) is severable from all others, and if any part, term, sub-provision or provision of Contract (including the General Operating Conditions) is held to be or becomes invalid, unlawful or unenforceable in any respect, then such part, term, sub-provision or provision shall remain in effect to the extent permitted and neither the legality, validity or enforceability of the Contract (including the General Operating Conditions) will in any way be affected or impaired.

16 CONFIDENTIALITY

Except as required by law, neither Party shall disclose the Contract, its terms thereof and/or any information or documents in connection with the Contract and/or the Services.

17 APPLICABLE LAW AND JURISDICTION

17.1. Notwithstanding any provision to the contrary to in the General Operating Conditions (including but not limited to clause 9 of Section B (UK Standard Conditions for Towage and Other Services (Revised 1986))), any claim or dispute arising out of or in connection with the Contract (including any question regarding its existence, validity and/or termination) and the Services provided by the Company thereunder shall be governed by and construed in accordance with Singapore Law and shall be subject to the exclusive jurisdiction of the Singapore courts.

17.2. Additionally, the Company shall be entitled to commence proceedings in relation to any claim or dispute arising out of or in connection with the Contract (including any question regarding its existence, validity and/or termination) and/or the Services provided by the Company thereunder in the courts of any country other than 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. TERMS AND CONDITIONS FOR PILOTAGE SERVICES

1. DEFINITION AND INTERPRETATION

1.1. For the purposes of the Terms and Conditions for Pilotage Services:-

- (i) "Arriving Vessel" means the Vessel which is scheduled to call and/or arrive at Company's port or terminals or any of the Boarding Grounds.
- (ii) "Boarding Grounds" means any of the boarding grounds in or about the port of Singapore;
- (iii) "Confirmed Service Time" means the service start time for the provision of Pilotage services to the Vessel as may be confirmed and/or amended or revised by the Company from time to time;
- (iv) "Pilot" shall have the meanings ascribed thereto in the Maritime Port and Authority of Singapore Act (Chapter 170A, Section 76(1), Rev Ed 1997) and the Maritime and Port Authority of Singapore (Pilotage) Regulations (Chapter 170A, Section 76(1), Rg 5, Rev Ed 2000) (as may be amended or revised from time to time);
- (v) "Pilotage Confirmation" shall include any written confirmation from the Company to the Hirer whereby the Company agrees to the Pilotage Order and/or any written agreement between the Company and the Hirer in relation to the provision of pilotage services, amongst other services;
- (vi) "Pilotage Order" shall include any written order or request by the Hirer to the Company for the provision of pilotage services, amongst others services;
- (vii) the expression "whilst piloting" shall cover the period commencing when the Pilot starts to board the Vessel and ending when the Pilot has disembarked the Vessel.

2. PILOTAGE CONFIRMATION

- 2.1. If a Pilotage Order is accepted by the Company, a Pilotage Confirmation will be provided indicating the details in connection with the performance of the pilotage service, including the Confirmed Service Time and the relevant locations.
- 2.2. The Company is entitled in its sole discretion to amend the details in the Pilotage Confirmation, including but not limited to the Confirmed Service Time and the relevant locations, from time to time and for any reason whatsoever and without any liability whatsoever. The Company shall as soon as reasonably practicable give written notice to the Hirer of the amended Confirmed Service Time.

3. VICARIOUS LIABILITY OF HIRER FOR PILOT

Whilst piloting, or whilst at the request, express or implied of the Hirer, rendering any service other than piloting, the Pilot shall be deemed to be the servants of the owner, demise charterers and/or master of the Vessel, notwithstanding that the Pilot may be employed and/or paid by the Company, and the owner, demise charterers and/or master of the Vessel shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the owner, demise charterers and/or master of the Vessel.

4. EXEMPTION OF LIABILITY

Whilst piloting, or whilst at the request, either express or implied, of the Hirer rendering service of whatsoever nature other than piloting:-

4.1. The Company, the Pilot and the Company's servants, agents and sub-contractors shall not be responsible for or be liable for:-

- (a) damage of any description to the Vessel or any cargo or other thing on board or being loaded / discharged or intended to be loaded onto / discharged from the Vessel or to any other object or property; or
- (b) loss of the Vessel or any cargo or other thing on board or being loaded / discharged or intended to be loaded onto / discharged from the Vessel or to any other object or property; or
- (c) any claim by a person not a party to the Contract for Pilotage for claims, losses, damages, costs and/or expenses of any description whatsoever;

arising, whether directly or indirectly, from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence on the part of the Company, the Pilot, the Company's servants, agents and/or sub-contractors.

4.2. The Hirer shall be responsible for, pay for and indemnify the Company 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 4.1 hereof or not, suffered by or made against the Company, the Pilot, the Company's servants, agents and/or sub-contractors and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the Vessel even if the same arises from or is caused by the negligence of the Company, the Pilot, the Company's servants, agents and/or sub-contractors.

4.3. The Company, the Pilot, the Company's servants, agents and/or sub-contractors shall under no circumstances whatsoever be responsible for or be liable for any claims, losses, damages, costs and/or expenses caused by or contributed to or arising out of any delay detention of the vessel or of the cargo on board or being loaded / discharged or intended to be loaded onto / discharged from the vessel.

- 4.4. Nothing in the General Operating Conditions shall limit, prejudice or preclude in any way any rights and defences (including but not limited to rights and/or defences of limitation, exclusion and/or exemption of liability) which the Company, the Pilot, the Company's servants, agents and/or sub-contractors may have under any law, statute, rules, regulations and/or conventions.

5. ASSISTANCE TO VESSELS IN DISTRESS

The Company and/or the Pilot are entitled to interrupt the pilotage service in order to go to the aid or assistance of any vessel in distress.

6. EXTRAORDINARY ASSISTANCE

Nothing herein shall limit, prejudice or preclude in any way any rights which the Company, the Pilot, the Company's servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services or assistance rendered to vessels by the Pilot. For the avoidance of doubt, the charges in Section D (Price List) does not include any Pilotage services rendered under extraordinary circumstances, including but not limited to emergency tug assistance, fire-fighting, anti-pollution services and salvage and/or other assistance not being towage or pilotage.

7. SUBSTITUTION OF PILOT

The Company shall be entitled at any time at its sole discretion to substitute the Pilot providing Pilotage services.

8. PRESERVATION OF RIGHTS AND DEFENCES

Nothing contained in the General Operating Conditions shall limit, prejudice or preclude in any way any rights and defences (including but not limited to rights and/or defences of limitation, exclusion and/or exemption of liability) which the Company, the Pilot, the Company's servants, agents and/or sub-contractors may have under any law, statute, rules, regulations and conventions.

9. FORCE MAJEURE

The Company will not in any event be responsible or liable for the consequences of any event or circumstance beyond the Company's reasonable control, including but not limited to war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether it be a party thereto or not) acts of God, perils of the sea, or anything done in contemplation or further thereof or delays of any description howsoever caused or arising.

End – Section C

D. 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 the Company’s confirmed service start time for the provision of 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 it's the Hirer or the Hirer'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 and Services Tax (GST)

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

FOR THE 1ST HOUR OR PART <u>THEREOF</u>	FOR EVERY SUBSEQUENT 1/2 HOUR OR PART <u>THEREOF</u>
--	--

If the order for the Service is placed or amended

(a) Normal vessels

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

(A) Vessel up to 6,000 GT	\$227.00	\$113.50
(B) Vessel above 6,000 GT and up to 12,000 GT	\$251.50	\$125.75
(C) Vessel above 12,000 GT and up to 20,000 GT	\$277.00	\$138.50
(D) Vessel above 20,000 GT and up to 30,000 GT	\$315.00	\$157.50
(E) Vessel above 30,000 GT and up to 40,000 GT	\$352.50	\$176.25
(F) Vessel above 40,000 GT and up to 50,000 GT	\$390.00	\$195.00
(G) Vessel above 50,000 GT and up to 60,000 GT	\$427.50	\$213.75
(H) Vessel above 60,000 GT and up to 70,000 GT	\$465.00	\$232.50
(I) Vessel above 70,000 GT and up to 80,000 GT	\$501.00	\$250.50

PSA Marine (Pte) Ltd
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(J)	Vessel above 80,000 GT and up to 90,000 GT	\$537.00	\$268.50
(K)	Vessel above 90,000 GT and up to 100,000 GT	\$573.00	\$286.50
(L)	Vessel above 100,000 GT and up to 110,000 GT	\$609.00	\$304.50
(M)	Vessel above 110,000 GT and up to 120,000 GT	\$645.00	\$322.50
(N)	Vessel above 120,000 GT	\$681.00	\$340.50
(ii)	less than 4 hours before the Confirmed Service Time:		
(A)	Vessel up to 6,000 GT	\$340.50	\$170.25
(B)	Vessel above 6,000 GT and up to 12,000 GT	\$377.25	\$188.62
(C)	Vessel above 12,000 GT and up to 20,000 GT	\$415.50	\$207.75
(D)	Vessel above 20,000 GT and up to 30,000 GT	\$472.50	\$236.25
(E)	Vessel above 30,000 GT and up to 40,000 GT	\$528.75	\$264.37
(F)	Vessel above 40,000 GT and up to 50,000 GT	\$585.00	\$292.50
(G)	Vessel above 50,000 GT and up to 60,000 GT	\$641.25	\$320.62
(H)	Vessel above 60,000 GT and up to 70,000 GT	\$697.50	\$348.75
(I)	Vessel above 70,000 GT and up to 80,000 GT	\$751.50	\$375.75
(J)	Vessel above 80,000 GT and up to 90,000 GT	\$805.50	\$402.75

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GENERAL OPERATING CONDITIONS

(K)	Vessel above 90,000 GT and up to 100,000 GT	\$859.50	\$429.75
(L)	Vessel above 100,000 GT and up to 110,000 GT	\$913.50	\$456.75
(M)	Vessel above 110,000 GT and up to 120,000 GT	\$967.50	\$483.75
(N)	Vessel above 120,000 GT	\$1021.50	\$510.75

(b) Vessels with unusual characteristics and vessels on tow*

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

(A)	Vessel up to 6,000 GT	\$454.00	\$227.00
(B)	Vessel above 6,000 GT and up to 12,000 GT	\$503.00	\$251.50
(C)	Vessel above 12,000 GT and up to 20,000 GT	\$554.00	\$277.00
(D)	Vessel above 20,000 GT and up to 30,000 GT	\$630.00	\$315.00
(E)	Vessel above 30,000 GT and up to 40,000 GT	\$705.00	\$352.50
(F)	Vessel above 40,000 GT and up to 50,000 GT	\$780.00	\$390.00
(G)	Vessel above 50,000 GT and up to 60,000 GT	\$855.00	\$427.50
(H)	Vessel above 60,000 GT and up to 70,000 GT	\$930.00	\$465.00
(I)	Vessel above 70,000 GT and up to 80,000 GT	\$1002.00	\$501.00
(J)	Vessel above 80,000 GT and up to 90,000 GT	\$1,074.00	\$537.00

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GENERAL OPERATING CONDITIONS

(K)	Vessel above 90,000 GT and up to 100,000 GT	\$1,146.00	\$573.00
(L)	Vessel above 100,000 GT and up to 110,000 GT	\$1,218.00	\$609.00
(M)	Vessel above 110,000 GT and up to 120,000 GT	\$1,290.00	\$645.00
(N)	Vessel above 120,000 GT	\$1,362.00	\$681.00
(ii) less than 4 hours before the Confirmed Service Time:			
(A)	Vessel up to 6,000 GT	\$567.50	\$283.75
(B)	Vessel above 6,000 GT and up to 12,000 GT	\$628.75	\$314.37
(C)	Vessel above 12,000 GT and up to 20,000 GT	\$692.50	\$346.25
(D)	Vessel above 20,000 GT and up to 30,000 GT	\$787.50	\$393.75
(E)	Vessel above 30,000 GT and up to 40,000 GT	\$881.25	\$440.62
(F)	Vessel above 40,000 GT and up to 50,000 GT	\$975.00	\$487.50
(G)	Vessel above 50,000 GT and up to 60,000 GT	\$1,068.75	\$534.37
(H)	Vessel above 60,000 GT and up to 70,000 GT	\$1,162.50	\$581.25
(I)	Vessel above 70,000 GT and up to 80,000 GT	\$1,252.50	\$626.25
(J)	Vessel above 80,000 GT and up to 90,000 GT	\$1,342.50	\$671.25
(K)	Vessel above 90,000 GT and up to 100,000 GT	\$1,432.50	\$716.25

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(L)	Vessel above 100,000 GT and up to 110,000 GT	\$1,522.50	\$761.25
(M)	Vessel above 110,000 GT and up to 120,000 GT	\$1,612.50	\$806.25
(N)	Vessel above 120,000 GT	\$1,702.50	\$851.25

* Vessels with unusual characteristics and vessels on tow

- | | | |
|---|------------------|-------------------------------------|
| 1 | Submarine | Vessel with unusual characteristics |
| 2 | Aircraft Carrier | Vessel with unusual characteristics |
| 3 | Special Jobs | Vessel with unusual characteristics |

Special jobs are:

- (a) where the deck cargo is stowed or suspended in such a manner as to protrude out of the side of the vessel;
- (b) overheight deck cargoes, and
- (c) vessels with damage affecting seaworthiness.

To be vetted by MPA

- | | | |
|---|---|------------------|
| 4 | Oil Rig | Only when on tow |
| 5 | Semi-Submersible Oil Rig | Only when on tow |
| 6 | Semi-Submersible Barge/Vessel | Only when on tow |
| 7 | Floating Production Storage and Offloading (FPSO) | Only when on tow |
| 8 | Drill Ship | Only when on tow |

- 9 Barge/Vessel on tow Non self-propelled. Composite units not considered.

PSA Marine to consult MPA for vessels not reflected in the above list.

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.

- (c) Vessel requiring emergency/special assistance will be charged \$1,134.50 per hour regardless of GT. Short notice charges will not be applicable.

In the event where emergency/special assistance is no longer required, the cancellation charge in tariff item 2.2 shall be payable.

2.2 PILOTAGE SERVICES AMENDMENT/CANCELLATION CHARGES

Where the Service of the Company / Pilot is ordered and such order is subsequently cancelled or amended at the request of the Hirer/Master/owner/demise charterer/agent of the Vessel, the following amendment/ cancellation charges shall be payable in addition to item 2.1.

	PER CANCELLATION/ <u>AMENDMENT</u>
(a) If cancelled or amended at least 4 hours before Confirmed Service Time	NIL
(b) If cancelled or amended less than 4 hours before Confirmed Service Time:-	
(i) Normal vessels	
(A) Vessel up to 6,000 GT	\$227.00
(B) Vessel above 6,000 GT and up to 12,000 GT	\$251.50
(C) Vessel above 12,000 GT and up to 20,000 GT	\$277.00
(D) Vessel above 20,000 GT and up to 30,000 GT	\$315.00
(E) Vessel above 30,000 GT and up to	\$352.50

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GENERAL OPERATING CONDITIONS

40,000 GT

(F)	Vessel above 40,000 GT and up to 50,000 GT	\$390.00
(G)	Vessel above 50,000 GT and up to 60,000 GT	\$427.50
(H)	Vessel above 60,000 GT and up to 70,000 GT	\$465.00
(I)	Vessel above 70,000 GT and up to 80,000 GT	\$501.00
(J)	Vessel above 80,000 GT and up to 90,000 GT	\$537.00
(K)	Vessel above 90,000 GT and up to 100,000 GT	\$573.00
(L)	Vessel above 100,000 GT and up to 110,000 GT	\$609.00
(M)	Vessel above 110,000 GT and up to 120,000 GT	\$645.00
(N)	Vessel above 120,000 GT	\$681.00

(ii) Vessels with unusual characteristic and vessels on tow*

(A)	Vessel up to 6,000 GT	\$454.00
(B)	Vessel above 6,000 GT and up to 12,000 GT	\$503.00
(C)	Vessel above 12,000 GT and up to 20,000 GT	\$554.00
(D)	Vessel above 20,000 GT and up to 30,000 GT	\$630.00

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GENERAL OPERATING CONDITIONS

(E)	Vessel above 30,000 GT and up to 40,000 GT	\$705.00
(F)	Vessel above 40,000 GT and up to 50,000 GT	\$780.00
(G)	Vessel above 50,000 GT and up to 60,000 GT	\$855.00
(H)	Vessel above 60,000 GT and up to 70,000 GT	\$930.00
(I)	Vessel above 70,000 GT and up to 80,000 GT	\$1002.00
(J)	Vessel above 80,000 GT and up to 90,000 GT	\$1,074.00
(K)	Vessel above 90,000 GT and up to 100,000 GT	\$1,146.00
(L)	Vessel above 100,000 GT and up to 110,000 GT	\$1,218.00
(M)	Vessel above 110,000 GT and up to 120,000 GT	\$1,290.00
(N)	Vessel above 120,000 GT	\$1,362.00
(O)	Vessel requiring emergency/special assistance	\$1,134.50

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
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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

(a) Water Charges

VOLUME OF WATER (KILO LITRES)	PER 1,000 LITRES OR PART THEREOF
First 50	\$7.00
Next 50	\$8.00
Next 50	\$10.00
Next 50	\$11.00
Next 50	\$13.00
Next 50	\$14.00
Next 50	\$16.00
Next 50	\$17.00
Above 400	\$21.00

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 and waterborne fee based on the rate imposed by the Government of Singapore which may change from time to time.

Charges for item 2.5 (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.

For the supply of water, the Company shall accumulate the water orders placed by each Vessel for the same day.

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.

(b) Waterboat Ancillary Charges

(i) Water Barge Freight Fee

For supply of water via waterboat, a water barge freight fee of \$5 per kilo litre is payable.

(ii) Distance Surcharge

Based on the place where the water is supplied is at the following locations:

- (A) in the area marked 'A' on the map – Nil
- (B) in the area marked 'B' on the map – \$700 per waterboat operation
- (C) in the area marked 'C' on the map – \$1200 per waterboat operation

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

- Eastern Holding A Anchorage (AEHA)
- Eastern Petroleum A Anchorage (AEPA)
- Eastern Anchorage (AEW)
- Eastern Holding B Anchorage (AEHB)
- Eastern Holding C Anchorage (AEHC)
- Western Quarantine and Immigration Anchorage (AWQI)
- Western Anchorage (AWW)
- Western Petroleum A Anchorage (AWPA)
- Western Holding Anchorage (AWH)
- Western Petroleum B Anchorage (AWPB)

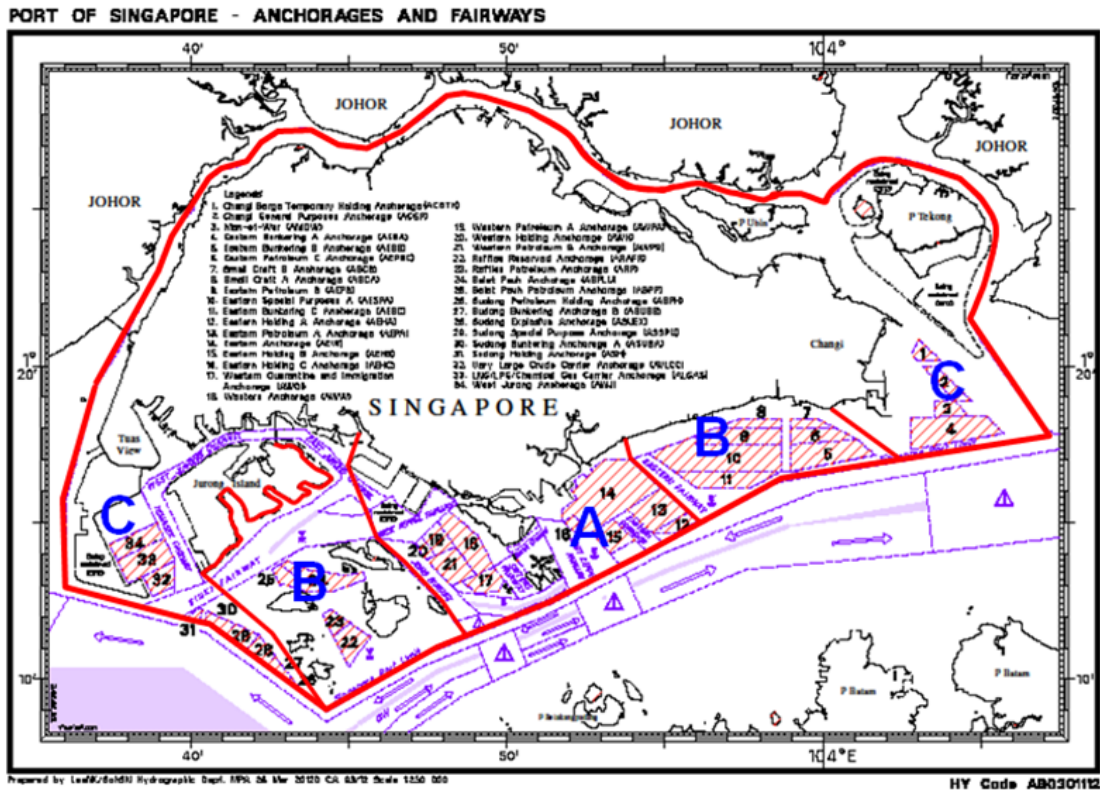
Marina Bay Cruise Centre (CM)
Pasir Panjang Terminal (P)
St. John's Island
Keppel Harbour
Sisters' Island
Kusu Island
Pulau Tekukor
Pulau Seringat

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

Eastern Bunkering B (AEBB)
Eastern Petroleum C Anchorage (AEPBC)
Small Craft B Anchorage (ASCB)
Small Craft A Anchorage (ASCA)
Eastern Petroleum B Anchorage (AEPBB)
Eastern Special Purposes A Anchorage (AESPA)
Eastern Bunkering C Anchorage (AEBC)
Raffles Reserved Anchorage (ARAFR)
Raffles Petroleum Anchorage (ARP)
Raffles Light House (IRAF)
Selat Pauh Anchorage (ASPLU)
Selat Pauh Petroleum Anchorage (ASPP)
Banyan Basin – Horizon Terminal Berths (OBH)
Banyan Basin – Vopak Terminal Berths (OBV)
Universal Terminals (OMU)
VLCC Terminals (OVL)
Jurong Port (J)
Pulau Sudong
Pulau Bukom
Pulau Sebarok
Pulau Ayer Merbau
Pulau Merlimau
Pulau Seraya
Terumbu Retan Laut
Pulau Semakau
Pulau Pawai
Pulau Sakeng
Pulau Hantu
Pulau Busing

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

Sudong Petroleum Holding Anchorage (ASPH)
Sudong Bunkering Anchorage B (ASUBB)
Sudong Explosive Anchorage (ASUEX)
Sudong Special Purpose Anchorage (ASSPU)
Sudong Bunkering Anchorage A (ASUBA)
Sudong Holding Anchorage (ASH)
Very Large Crude Carrier Anchorage (AVLCC)
LNG/LPG/Chemical Gas Carrier Anchorage (ALGAS)
West Jurong Anchorage (AWJ)
Sultan Shore Light House (ISS)
Tuas Mega Yard (YST)
Changi Barge Temporary Holding Anchorage (ACBTH)
Changi General Purposes Anchorage (ACGP)
Man- of- War Anchorage (AMOW)
Eastern Bunkering A Anchorage (AEBA)
Loyang Offshore Base (SLOY)
Pulau Tekong
Pulau Ubin
Punggol Aggregate Terminal (PPAT)
Sembawang Terminal (S)
Sembawang Shipyards (SSL)
Senoko Gas Jetty (OSSG)
Senoko Power Station (SENO)
Senoko Fishing Port (WSFP)
Shell Woodlands Jetty (OSWJ)
Upper East of Johor Straits
West Johor Straits
Other Areas



2.6 ALONGSIDE OR WAITING CHARGE

When the waterboat is alongside a Vessel supplying water or is kept waiting either before or after the supply of water to the Vessel.

- Per hour of part thereof for the 1st 2 hours of operation - \$100
- Per subsequent ¼ hours or part thereof after the first 2 hours of operation - \$50

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

2.7 CANCELLATION/AMENDMENT CHARGE

Where the order is subsequently cancelled or amended:

- If cancelled or amended less than 12 hours but more than 4 hours before the supply of water is required - \$100
- 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

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 2.7 (a).

2.8 LATE ORDER FEE

Orders or amended orders placed less than 12 hours before service is required - \$600 per order.

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

2.9 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 Hirer 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 SMS, a fee of \$0.50 will be levied per SMS.

2.10 General Enquiries

Charges and Bills:

e-mail address: psam_enquiries@globalpsa.com

Opening Of Credit Account, Statement of Accounts

e-mail address: psamreceivable@globalpsa.com

PORTNET

Tel: 6771 7711 / 6321 1173

e-mail address: csc@portnet.com

End – Section D

E. TERMS AND CONDITIONS OF CREDIT ACCOUNT

1. Credit Terms

1.1 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 the General Operating Conditions.

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

2. Payment

2.1 The Hirer shall pay all bills rendered by the Company **within 30 calendar 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.

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

3. Enquiries

3.1 The Hirer shall direct any enquiries on any bill to the Accountant, Finance Department, PSA Marine (Pte) Ltd, e-mail address psamreceivable@globalpsa.com, **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 Hirer shall nevertheless settle payment as in clause 2 and pay the interest charge as per clause 4 below of the Terms and Conditions of Credit Account without prejudice to the Company's rights under the Contract, General Operating Conditions and under the law.

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

4. Interest

The Hirer shall pay to the Company an **interest charge** at the rate notified to the Hirer 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 Hirer's obligation to settle all bills as provided in clause 2.

5. Security

- 5.1 When required, the Hirer shall furnish to the Company a "payable on demand" security, in a sum specified by the Company, issued by a bank or financial/insurance company acceptable to the Company, and in the form prescribed by the Company.
- 5.2 If the Company decides at any time hereafter that the security furnished pursuant to clause 5.1 above of the Terms and Conditions of Credit Account is inadequate, the Hirer shall on demand, furnish additional security to the Company and/or make immediate payment of the deficit sum to the Company.

6. Suspension or closure

Notwithstanding clause 1 above of the Terms and Conditions of Credit Account, the Company may suspend or close the account and demand immediate settlement either from the Hirer or the organisation providing the security set out in clause 5 above of the Terms and Conditions of Credit Account.

7. Changes

The Hirer shall inform the Accountant (Credit Control) of the Company 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).

End – Section E