

TOWCON 2021

OCEAN TOWAGE AGREEMENT (LUMP SUM)

PART I

1. Date of Agreement	
2. Tugowner/place of business (Cl. 1)	3. Hirer/place of business (Cl. 1)
TOW DETAILS	
4. Tow (name and type) and IMO number (Cl. 1, Annex B)	5. Tonnages (i) GT (ii) NT (iii) DWT (iv) Other
6. Dimensions (i) Maximum length (ii) Maximum breadth (iii) Towing draught (fore and aft)	7. Flag and place of registry
8. Registered owners	9. Classification society
10. Insurances for Tow (Cl. 23(b)) (i) Lead H&M insurer (ii) P&I insurer	11. General condition of tow and particulars of cargo, ballast and other property
TUG DETAILS	
12. Tug (name and type) and IMO number (Cl. 1, Annex A, C)	13. Flag and place of registry
14. Classification Society	15. Insurances for Tug (Cl. 23(a)) (i) Lead H&M insurer (ii) P&I insurer
16. Certificated bollard pull (if any) and date of certificate	17. BHP or kW

COMMERCIAL AND OPERATIONAL DETAILS	
18. Place of Departure (Cl. 1, 3)	19. Place of Destination (Cl. 1, 4)
20. Nature of services (Cl. 1, 2)	21. Contemplated route (state Restricted Waters if any (Cl. 1, 7 and 17)) (i) Contemplated route (ii) Restricted Waters (iii) Estimated average towage speed
22. Lump Sum towage price (also state when each instalment due and payable) (Cl. 5) (i) Lump sum towage price: (ii) Amount due and payable on signing Agreement: (iii) Amount due and payable on sailing of Tug & tow from Place of Departure: (iv) Amount due and payable on Tug and Tow passing off (state place or position): (v) Amount due and payable after arrival of Tug and Tow at Place of Destination and prior to release of the Tow:	23. Payment of Lump Sum and other amounts, including demurrage and Delay Payment. (Cl. 5) (i) Currency: (ii) Payment method: (iii) Bank account details:
24. Type and price per metric tonne/m3 of bunker oil (Cl. 6)	
25. Free time at Place of Departure (Cl. 7(a))	26. Free time at Place of Destination (Cl. 7(a))
27. Free Time for transiting Restricted Waters (Cl. 7(b))	28. Free Time at interim bunker ports or places (Cl. 7(c)) (i) Free Time (ii) Name of interim bunker ports or places (approx. lat/long)
29. Delay Payment (excluding consumed fuel and lube oil) (Cl. 5(c), 7, 9(b), 12(b), 17(a), 18(c), 24, 26(f), 27(c), (d), 28(d), (h), 29(c), and 34(b), (c)) (state daily/hourly rate)	30. Delivery period and notification schedule (Cl. 3, 7(a)) (i) Delivery period (from/to): (ii) Schedule: Number of days notice/delivery window: (iii) Final departure time and date notice (days notice): (iv) Notices to be given to:
31. Cancelling time and date (Cl. 8)	32. Termination fee (Cl. 20)
33. Daily reports from Tugowner (state contact details of parties to receive reports) (Cl. 2(b), 17(d))	

34. Riding crew (Cl. 13(a)) (i) State who to provide riding crew (also state number to be provided) (ii) If riding crew provided by Tugowner state amount per person per day payable by Hirer	35. If Hirer's personnel on board the Tug state rate for meals and accommodation (Cl. 13(b)) (i) Meals (state rate per day) (ii) Accommodation (state rate per day)
36. Interest rate (%) per month to run from (state number of days) after any sum is due (Cl. 10)	37. Security (state sum, by whom to be provided and when) (optional, only to be filled in if expressly agreed) (Cl. 21(a)(iii), 31)
38. Law and Arbitration ((a) English law/London arbitration, (b) US law/New York arbitration, (c) English law/Singapore arbitration, (d) Singapore law/Singapore arbitration, (e) Hong Kong law/Hong Kong arbitration, (f) English law/Hong Kong arbitration, (g) Other. Choose law and arbitration venue. If alternative (g)(Other) is chosen, Clause 35 must be appropriately filled in or replaced, failing which alternative (a)(English law/London arbitration) shall apply)(Cl. 35).	
39. Email address for receipt of arbitration notices and communications on behalf of Tugowner (Cl. 35)	40. Email address for receipt of arbitration notices and communications on behalf of Hirer (Cl. 35)
41. Numbers of additional clauses, if agreed	

This Agreement shall be performed subject to the terms and conditions herein consisting of PART I, PART II, Annex A (Tug Specification), Annex B (Tow Specification) and Annex C (Inventory of Towing Gear). In the event of a conflict of terms and conditions, the provisions of PART I shall prevail over those of PART II, Annex A (Tug Specification), Annex B (Tow Specification) and Annex C (Inventory of Towing Gear) to the extent of such conflict but no further.

The party responsible for issuing the final execution version of this contract warrants that it is an Authentic BIMCO Template procured from a properly authorised source and that all modifications to it are clearly visible. "Authentic BIMCO Template" means a BIMCO-approved standard contract in an editable electronic format.

Tugowner State name of person signing: Signature:	Hirer State name of person signing: Signature:
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PART II

1. Definitions

"Hirer" means the party stated in Box 3.

"Hirer's Group" means any of the following:

- (i) Hirer and Hirer's clients (of any tier); and
- (ii) contractors and sub-contractors (of any tier); and
- (iii) employees of any of the foregoing;

but always related to the towage or other services under this Agreement.

"Place of Connection" means the actual place where the Tow is connected to the Tug at or within the Place of Departure.

"Place of Departure" means the first inbound pilot station or usual waiting area stated in Box 18.

"Place of Destination" means the first inbound pilot station or usual waiting area at the place stated in Box 19.

"Place of Disconnection" means the actual place where the Tow is disconnected from the Tug at or within the Place of Destination.

"Restricted Waters" for the purpose of this Agreement means the canals and waterways described in Box 21(ii).

"Tow" means one or more vessels or objects of whatsoever nature including anything carried thereon as described in Boxes 4 to 11 and Annex B (Tow Specification).

"Tug" means the tug or tugs as described in Boxes 12 to 17 and Annex A (Tug Specification) and Annex C (Inventory of Towing Gear).

"Tugowner" means the party stated in Box 2.

"Tugowner's Group" means:

- (i) Tugowner; and
- (ii) contractors and sub-contractors (of any tier); and
- (iii) employees of any of the foregoing

but always related to the towage or other services under this Agreement.

"Voyage" means the voyage described in Boxes 18, 19, 20 and 21.

2. Services

- (a) The Tugowner agrees to provide the services to the Tow as set out in Box 20 and use reasonable endeavours to perform the services as set out herein.
- (b) The Tugowner shall provide daily reports to the parties stated in Box 33.

3. Place of Departure/Place of Connection and Notices

- (a) The Place of Connection and Place of Departure shall always be safe and accessible for the Tug to enter, to operate in and for the Tug and Tow to leave and shall be a place where such Tug is permitted to commence the towage in accordance with any local or other rules, requirements or regulations and shall always be subject to the approval of the Tugowner, which shall not be unreasonably withheld.
- (b) The Tow shall be delivered to the Tugowner at the Place of Connection within the delivery period stated in Box 30(i).
- (c) (i) The delivery period in subclause (b) shall be narrowed by the Hirer to a delivery date in accordance with the delivery period notification schedule stated in Box 30(ii).

(ii) Each narrowed delivery period shall always be within the previously notified delivery period and the number of days notice shall always be counted from the first day in the window.

(iii) The Hirer shall give the number of days notice stated in Box 30(iii) of the final departure date and time.
- (d) If the Hirer fails to comply strictly with the provisions of subclause (c)(iii) above the date of departure shall be deemed to be either the last day of the delivery period stated in Box 30(i) or the last day of the delivery period narrowed in accordance with Box 30(ii), whichever is earlier, and this date shall be binding for all consequences arising in respect of Delay Payment and any other payments due or charges incurred in the performance of this Agreement.

4. Place of Destination/Place of Disconnection

- (a) The Tow shall be redelivered to the Hirer upon arrival at the Place of Destination stated in Box 19.
- (b) The Place of Disconnection shall always be safe and accessible for the Tug and Tow to enter, to operate in, and for the Tug to leave and shall be a place where such Tug is permitted to redeliver the Tow in accordance with any local or other rules, requirements or regulations and shall always be subject to the approval of the Tugowner, which shall not be unreasonably withheld.

5. Price and Conditions of Payment

PART II

- (a) The Hirer shall pay the Tugowner the sum set out in Box 22 ("Lump Sum").
- (b) The Lump Sum shall be payable as set out in Boxes 22 and 23.
- (c) The Lump Sum and all other sums payable to the Tugowner under this Agreement shall be payable without any discount, deduction, set-off, lien, claim or counter-claim, each instalment of the Lump Sum shall be fully and irrevocably earned at the moment it is due as set out in Box 22, Tug and/or Tow or part of Tow lost or not lost, and all other sums shall be fully and irrevocably earned on a daily basis as per Box 29.
- (d) All payments by the Hirer shall be made in the currency and to the bank account specified in Box 23. All payments should be received by the Tugowner without deduction of any banking or other charges relating to each transfer.

6. Bunker Price Adjustment

- (a) This Agreement is concluded on the basis of the type and price of bunker oil stated in Box 24.
- (b) If the price actually paid by the Tugowner for bunker oil consumed during the Voyage should be higher, the difference shall be paid by the Hirer to the Tugowner.
- (c) If the price actually paid by the Tugowner for bunker oil consumed during the Voyage should be lower, the difference shall be paid by the Tugowner to the Hirer.
- (d) The log book of the Tug and copies of the bunker supplier's invoices shall be conclusive evidence of the quantity of bunkers consumed during the Voyage calculated on a first in/first out basis.

7. Free Time/Delay Payment

- (a) Connecting/Disconnecting - The Free Time as stated in Boxes 25 and 26 shall be allowed for the connecting and disconnecting of the Tow and all other purposes relating thereto. Free Time shall commence:

(i) when the Tug arrives at the Place of Departure and is ready to provide the service required but not before the first date of the delivery period narrowed in accordance with Box 30(ii), or

(ii) the Tug and Tow arrive at the Place of Destination

and until dropping last outbound pilot when leaving for the open sea.

Should the Free Time be exceeded, Delay Payment at the rate specified in Box 29 shall be payable until dropping last outbound pilot when leaving for the open sea. Any delay caused by the Tug/Tugowner shall not count as Free Time.

- (b) Restricted Waters - Free Time for transiting Restricted Waters shall be as stated in Box 27. If the contemplated route of the Tow, according to Box 21 will involve a transit of Restricted Waters, the Hirer is granted Free Time for any such transit, and such Free Time shall count against the number of hours stated in Box 27. If the Tow is delayed beyond the free time stated therein, unless the Tugowner is responsible for such delay, the Hirer shall pay for such extra transit time at the Delay Payment rate stated in Box 29 and shall, in addition, pay for all other documented extra expenses thereby incurred. Restricted Waters transit time is defined as from arrival at pilot station or usual waiting place or anchorage, whichever is the earlier, until dropping last outbound pilot when leaving for the open sea.

Should the transit of a Restricted Waters be made impossible for reasons beyond the Tugowner's control, the Hirer shall pay for all extra time by which the voyage is thereby prolonged at the Delay Payment rate stated in Box 29.

- (c) Bunkering - The Free Time specified in Box 28(i) shall be allowed for bunkering the Tug at any interim bunker ports or places stated in Box 28(ii). Free time shall commence when the Tug and the Tow arrive at the place/location designated for the bunkering operation and until the resumption of the voyage. If the Tug is delayed beyond the Free Time stated in Box 28(i), unless the Tugowner is responsible for such delay, the Hirer shall pay for such extra time for the bunkering operation at the Delay Payment rate stated in Box 29.
- (d) Any Delay Payment due under this Agreement shall be paid to the Tugowner as and when earned on presentation of invoices.

8. Extension to Cancelling Date

- (a) Should the Tug not be ready to commence the towage latest at the time and date indicated in Box 31 at the Place of Departure, the Hirer shall have the option of cancelling this Agreement and shall be entitled to claim damages for detention if due to the wilful default of the Tugowner.
- (b) Should the Tugowner anticipate that the Tug will not be ready, they shall notify the Hirer thereof without delay stating the expected date of the Tug's readiness and ask whether the Hirer will exercise their option to cancel.
- (c) Such option to cancel must be exercised within forty-eight (48) hours after receipt of the Tugowner's notice, otherwise the third day after the date stated in the Tugowner's notice shall be deemed to be the new agreed date to commence the towage in accordance with this Agreement.

9. Additional Charges and Extra Costs

- (a) The Hirer shall appoint and pay for agents at the Place of Departure and Place of Destination and any interim bunker ports or places, or ports of call or refuge and shall provide such agents with adequate funds as required.
- (b) The Hirer shall pay for all fuel and lube oil consumed during periods of Delay Payment, quantity as evidenced by the Tug's logbooks and the price as per suppliers' invoice. Payments shall be made to the Tugowner as and when earned on presentation of invoices.
- (c) The Hirer shall pay as and when they fall due:
 - (i) All port expenses, pilotage charges, harbour and canal dues and all other expenses of a similar nature, including those incurred under the provisions of subclause 17(b) (Necessary Deviation or Slow Steaming), levied upon or payable in respect of the Tug and the Tow.
 - (ii) All taxes, duties or other levies payable in respect of (1) the Lump Sum payments; (2) other sums payable; and (3) the services performed; all in accordance with this Agreement (except for those normally payable by the Tugowner in the country of its principal place of business and in the country where the Tug is registered).

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(iii) Customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, for the Tug and/or Tow arising out of this Agreement.

(iv) The cost of the services of any assisting tugs when deemed necessary by the Tugmaster or prescribed by Port or other Authorities, including at any interim bunker ports or places.

(v) All costs and expenses necessary for the preparation of the Tow for towing including any additional equipment required by the marine warranty surveyor and costs or expenses for raising anchors of the Tow or tending or casting off any moorings of the Tow.

(vi) The cost of insurance of the Tow.

(vii) Arrange and pay for all the marine warranty surveyors' services and requirements to perform the towage, including but not limited to any additional weather forecasting and approval of the Tug and Tow.

(viii) The cost of the preparation of a non-standard towing manual.

- (d) All taxes, charges, costs, and expenses payable by the Hirer shall be paid by the Hirer direct to those entitled to them. If, however, any such tax, charge, cost or expense is in fact paid by or on behalf of the Tugowner, the Hirer shall reimburse the Tugowner on the basis of the actual cost to the Tugowner upon presentation of invoice.

10. Interest

If any amounts due under this Agreement are not paid when due, then interest shall accrue and shall be paid in accordance with the provisions of Box 36, on all such amounts until payment is received by the party to whom it is due.

11. Tow-worthiness of the Tow

- (a) The Hirer shall exercise due diligence to ensure that the Tow shall, at the commencement of the towage, be in all respects fit to be towed for the contemplated Voyage.
- (b) The Hirer undertakes that the Tow will be suitably trimmed and prepared and ready to be towed at the time when the Tug arrives at the Place of Connection and fitted and equipped with such shapes, signals, navigational and other lights of a type required for the towage.
- (c) The Hirer shall supply to the Tugowner, on the arrival of the Tug at the Place of Connection a certificate of tow-worthiness for the Tow issued by a recognised firm of marine surveyors or survey organisation, provided always that the Tugowner shall not be under any obligation to perform the towage until in their discretion they are satisfied that the Tow is in all respects trimmed, prepared, fit and ready for towage but the Tugowner shall not unreasonably withhold their approval.
- (d) No inspection of the Tow by the Tugowner shall constitute approval of the Tow's condition or be deemed a waiver of the foregoing undertakings given by the Hirer.

12. Permits and Certification

- (a) The Hirer shall arrange at their own cost and provide to the Tugowner all necessary licences, authorisations and permits required by the Tug and Tow to undertake and complete the contractual voyage together with all necessary certification for the Tow to enter or leave all or any ports of call or refuge on the contemplated voyage.
- (b) Any loss or expense incurred by the Tugowner by reason of the Hirer's failure to comply with this Clause shall be reimbursed by the Hirer to the Tugowner and during any delay caused thereby the Tugowner shall receive additional compensation from the Hirer at the Tug's Delay Payment rate specified in Box 29.

13. Riding Crew/Hirer's Personnel

- (a) Riding crew for the Tow, if so requested by the Hirer, shall be provided by the party stated in Box 34(i). The number of riding crew shall be as stated in Box 34(i). All costs and expenses for such personnel will be for the account of the Hirer and such personnel shall be at all times under the orders of the Tugmaster. If the riding crew are provided by the Tugowner the Hirer shall pay to the Tugowner the amount per person per day stated in Box 34(ii). If the riding crew are provided by the Hirer they shall not be deemed to be the servants or agents of the Tugowner. Permission for the Hirer to provide a riding crew on the Tow as well as the composition and suitability of the riding crew shall always be in the discretion of the Tugowner. It shall be the Hirer's responsibility to provide the riding crew with suitable accommodation, food, fresh water, life saving appliances and all other requirements as necessary to comply with the laws and regulations of the Flag of the Tug and/or Tow and of the states through the territorial waters of which the Tug will pass or enter.
- (b) The Hirer may request the Tugowner to provide, if available, suitable accommodation and victualling on board the Tug for Hirer's personnel, for which the Hirer will pay the Tugowner the daily rate for meals and accommodation per person stated in Box 35. It is a requirement that the members of the riding crew shall be able to speak and understand a language which is mutual to the Tug and Tow.
- (c) In the event that the Tugowner provides a riding crew for the Tow for its own purposes, all costs and expenses for such personnel shall be for the account of the Tugowner.

14. Seaworthiness of the Tug

The Tugowner will exercise due diligence to tender the Tug at the Place of Departure in a seaworthy condition and in all respects ready to perform the towage, but the Tugowner gives no other warranties, express or implied.

15. Towing Gear and Use of Tow's Gear

- (a) The Tugowner agrees to provide free of cost to the Hirer the use of all tow wires, bridles and other towing gear carried on board the Tug for the purpose of the towage or other services to be provided under this Agreement as per Annex C (Inventory of Towing Gear). The inventory shall detail the condition of the equipment on commencement of the services.
- (b) The Tugowner may make reasonable use at their discretion of the Tow's gear, power, anchors, anchor cables, radio, communication, navigational and all other equipment free of cost during and for the purposes of the towage or other services to be provided under this Agreement.

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- (c) The Hirer shall pay for the repair or replacement of any towing gear and accessories provided by the Tugowner and used in connection with this Agreement, including lights, signals and shapes, should such towing gear and accessories become lost, damaged or unserviceable during the service, other than as a result of the Tugowner's negligence. Due consideration shall be given by the Tugowner to the fair wear and tear of such towing gear and accessories.
- (d) The Tow shall be connected in a manner within the discretion of the Tugmaster.

16. Substitution of Tug

The Tugowner shall at all times have the right to substitute the Tug for any other tug or tugs of adequate power (including two or more tugs for one, or one tug for two or more) at any time whether before or after the commencement of the towage or other services and shall be at liberty to employ a tug or tugs belonging to other tugowners for the whole or part of the towage or other service contemplated under this Agreement. Provided however, that the main particulars of the substituted tug or tugs shall be subject to the Hirer's prior approval, but such approval shall not be unreasonably withheld.

17. Necessary Deviation or Slow Steaming

- (a) If the Tug during the course of the towage or other service under this Agreement puts into a port or place or seeks shelter or is detained or deviates from the original route as set out in Box 21, or slow steams because either the Tugowner or Tugmaster reasonably consider:
 - (i) that the Tow is not fit to be towed; or
 - (ii) the towing connection requires rearrangement; or
 - (iii) repairs or alterations to or additional equipment for the Tow are required to safeguard the venture and enable the Tow to be towed to destination; or
 - (iv) it would not be prudent to do otherwise on account of weather conditions, actual or forecast; or because of any other good and valid reason outside the control of the Tugowner or Tugmaster (including Clauses 26 (War Risks Clause), 27 (Piracy Clause) and 28 (Infectious or Contagious Diseases Clause), or because of any delay caused by or at the request of the Hirer,

this Agreement shall remain in full force and effect, and the Tugowner shall be entitled to receive from the Hirer additional compensation at the Delay Payment rate as set out in Box 29 for all time spent in such port or place and for all time spent by the Tug at sea in excess of the time which would have been spent had such slow steaming or deviation not taken place, based on the estimated average towage speed stated in Box 21(iii).

- (b) The Tug shall at all times be at liberty to go to the assistance of any vessel in distress for the purpose of saving life or property or to call at any port or place for bunkers, repairs, supplies, or any other necessities or to land disabled crew, but if towing the Tug shall leave the Tow in a safe place and during such period this Agreement shall remain in full force and effect, including the provisions of subclause 9(c)(i).
- (c) Any deviation howsoever or whatsoever by the Tug not expressly permitted by the terms and conditions of this Agreement shall not amount to a repudiation of this Agreement and the Agreement shall remain in full force and effect.
- (d) In the event of a necessary deviation or slow steaming the Tugowner shall inform the parties mentioned in Box 33

18. Ice Clause for Tug and Tow

- (a) The Tug shall not be obliged to force ice, but subject to the Tugowner's prior approval having regard to its size, construction and class, it may follow ice-breakers.
- (b) The Tug shall not be required to enter or remain in any ice bound port or area, nor any port or area where lights, lightships, markers or buoys have been, or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Tugmaster's sole discretion, a risk that, in the ordinary course of events, the Tug will not be able to safely enter the Place of Departure to connect to the Tow, or depart from the Place of Departure with the Tow. In addition, if, on account of ice, the Tugmaster considers it unsafe to proceed to, or to enter, the Place of Destination for fear of the Tug and/or Tow being frozen in and/ or damaged, the Tugmaster shall be at liberty to proceed to the nearest ice free port or safe place and there await the Hirer's instructions.
- (c) Any delay, deviation or additional expenses arising out of or in connection with the performance of this Agreement caused by or resulting from ice shall be for the Hirer's account and any Delay Payment shall be paid at the rate stated in Box 29.
- (d) Any additional insurance premiums and/or calls required by the Tug's insurers due to the Tug entering or remaining in any ice bound port or area shall be for the Hirer's account. Any refund or no claims bonus credited to the Tugowner shall be repaid promptly to the Hirer.

19. Salvage

- (a) Should the Tow break away from the Tug during the course of the towage service, the Tug shall render all reasonable services to re-connect the towline and fulfil this Agreement without making any claim for salvage.
- (b) If at any time the Tugowner or the Tugmaster considers it necessary or advisable to engage salvage services from any vessel or person on behalf of the Tug or Tow, or both, the Hirer hereby undertakes and warrants that the Tugowner or their duly authorised servant or agent including the Tugmaster have full actual authority of the Hirer to accept such services on behalf of the Tow on any reasonable terms. Where circumstances permit, the Tugowner shall consult with the Hirer on the need for salvage services for the Tow and the terms of such services.

20. Termination by the Hirer

The Hirer may terminate this Agreement in writing at any time. This Agreement shall terminate on receipt by the Tugowner from the Hirer of the termination fee stated in Box 32 and any other sums due and payable under the Agreement, including any sums already earned (see Boxes 22 and 29), up to the time of termination.

21. Termination by the Tugowner

- (a) The Tugowner may, without prejudice to any other remedies they may have, terminate this Agreement and leave the Tow in a place where the Hirer may take repossession of it and be entitled to payment of the Lump Sum less expenses saved by the Tugowner and all other payments due under this Agreement, upon any of the following grounds:
 - (i) If there is any delay or delays (other than delay caused by the Tug and/or Tugowner) at the Place of Departure exceeding in aggregate seven (7) days.

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- (ii) If there is any delay or delays (other than a delay caused by the Tug and/or Tugowner) at any port or place of call or refuge exceeding in aggregate seven (7) days.
- (iii) If the financial security as may be required according to Box 37 is not given within seven (7) running days of the Tugowner's request to provide security.
- (iv) If the Hirer has not accepted the Tow within seven (7) running days of arrival at the Place of Destination.
- (v) If any amount payable under this Agreement has not been paid within seven (7) running days of the date such sums are due.

- (b) Before exercising the option of terminating this Agreement as aforesaid, the Tugowner shall give the Hirer forty-eight (48) hours' notice of their intention to terminate.

22. Liability and Indemnity

- (a) (i) The Tugowner will indemnify the Hirer in respect of any liability arising out of injury or death of any member of the Tugowner's Group, occurring during the towage or other service hereunder, from arrival of the Tug at the Place of Departure until completion of services at the Place of Disconnection. The indemnities in respect of the members of the riding crew provided by the Tugowner or any other person whom the Tugowner provides on board the Tow shall also apply when they are on board the Tow prior to and after the towage.

(ii) The Hirer will indemnify the Tugowner in respect of any liability arising out of injury or death occurring during the towage or other service hereunder of any member of the Hirer's Group.

- (b) (i) The following shall be for the sole account of the Tugowner without any recourse to the Hirer, or any member of the Hirer's Group, whether or not the same is due to any breach of contract, negligence or any other fault on the part of the Hirer, or any member of the Hirer's Group:

- (1) Save for the provisions of subclause 15(c), loss or damage of whatsoever nature, howsoever caused to or sustained by the Tug or any property on board the Tug.
- (2) Loss or damage of whatsoever nature caused to or suffered by third parties or their property by reason of contact with the Tug or obstruction created by the presence of the Tug.
- (3) Loss or damage of whatsoever nature suffered by the Tugowner or by third parties in consequence of the loss or damage referred to in (1) and (2) above.
- (4) Any liability in respect of wreck removal or in respect of the expense of salving, moving or lighting or buoying the Tug or in respect of preventing or abating pollution originating from the Tug.

The Tugowner will indemnify the Hirer in respect of any liability adjudged due to a third party or any claim by a third party reasonably compromised arising out of any such loss or damage. The Tugowner shall not in any circumstances be liable for any loss or damage suffered by the Hirer or caused to or sustained by the Tow in consequence of loss or damage howsoever caused to or sustained by the Tug or any property on board the Tug.

(ii) The following shall be for the sole account of the Hirer without any recourse to the Tugowner, or any member of the Tugowner's Group, whether or not the same is due to any breach of contract (including as to the seaworthiness of the Tug), negligence or any other fault on the part of the Tugowner, or any member of the Tugowner's Group:

- (1) Loss or damage of whatsoever nature, howsoever caused to or sustained by the Tow.
- (2) Loss or damage of whatsoever nature caused to or suffered by third parties or their property by reason of contact with the Tow or obstruction created by the presence of the Tow.
- (3) Loss or damage of whatsoever nature suffered by the Hirer or by third parties in consequence of the loss or damage referred to in (1) and (2) above.
- (4) Any liability in respect of wreck removal or in respect of the expense of salving, moving or lighting or buoying the Tow or in respect of preventing or abating pollution originating from the Tow.

The Hirer will indemnify the Tugowner in respect of any liability adjudged due to a third party or any claim by a third party reasonably compromised arising out of any such loss or damage but the Hirer shall not in any circumstances be liable for any loss or damage suffered by the Tugowner or caused to or sustained by the Tug in consequence of loss or damage, howsoever caused to or sustained by the Tow.

- (c) Excluded losses – Notwithstanding anything else contained in this Agreement (save for subclause 15(c)) neither party shall be liable to the other for:

(i) any loss of use (including, without limitation, loss of use or the cost of use of property, equipment, materials and services including without limitation, those provided by contractors or sub-contractors of any tier or by third parties), loss of profits or anticipated profits; loss of product; loss of business; business interruption; loss of or deferral of drilling rights; loss, restriction or forfeiture of licences, concession or field interest; loss of revenue, shut in, loss of production, deferral of production, increased cost of working; cost of insurance; or any other similar losses whether direct or indirect; and

(ii) any consequential or indirect loss whatsoever;

arising out of or in connection with the performance or non-performance of this Agreement even if such loss is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the indemnified party, and even if such loss is caused wholly or partially by the unseaworthiness of any Tug, and the Tugowner shall indemnify, protect, defend and hold harmless the Hirer's Group from such losses suffered by the Tugowner's Group and the Hirer shall indemnify, protect, defend and hold harmless the Tugowner's Group from such losses suffered by the Hirer's Group.

- (d) Notwithstanding any provisions of this Agreement to the contrary, the Tugowner shall have the benefit of all limitations of, and exemptions from, liability accorded to the owners or chartered owners of vessels by any applicable statute or rule of law for the time being in force and the same benefits are to apply regardless of the form of signatures given to this Agreement.

23. Insurance

- (a) The Tugowner warrants that throughout the period of this Agreement the Tug is insured for:

(i) Hull and Machinery (H&M) and basic War Risks as per Box 15; and

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- (ii) P&I risks, as per Box 15, with coverage equivalent to the cover provided by members of the International Group of P&I Clubs.
- (b) The Hirer warrants that throughout the period of this Agreement the Tow is insured for
 - (i) Hull and Machinery (H&M) and basic War Risks as per Box 10; and
 - (ii) P&I risks, as per Box 10, with coverage equivalent to the cover provided by members of the International Group of P&I Clubs.
- (c) The Tugowner and the Hirer shall respectively, at the other party's request, make available copies of insurance certificates and policies to provide evidence and details of cover.

24. Lien

Without prejudice to any other rights the Tugowner may have, whether in rem or in personam, the Tugowner shall be entitled to exercise a possessory lien upon the Tow in respect of any sum howsoever or whatsoever due to the Tugowner under this Agreement. For the purpose of exercising such possessory lien the Tugowner shall be entitled to take and/or keep possession of the Tow; provided always that the Hirer shall pay to the Tugowner all reasonable costs and expenses and all costs of recovering same, including legal fees, howsoever or whatsoever incurred by or on behalf of the Tugowner in exercising or attempting or preparing to exercise such lien. The Tugowner shall be entitled to receive from the Hirer the Tug's Delay Payment at the rate specified in Box 29 for any reasonable delay to the Tug resulting therefrom.

25. Himalaya Clause

- (a) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Agreement or by any applicable statute rule or regulation for the benefit of the Tugowner or Hirer shall also apply to and be for the benefit of:
 - (i) demise charterers, sub-contractors, operators, Master, officers and crew of the Tug or Tow, employees; and
 - (ii) all bodies corporate, parent of, subsidiary to, affiliated with or under the same management as either the Tugowner or Hirer, as well as all directors, officers, servants and agents of the same; and
 - (iii) all parties performing services within the scope of this Agreement for or on behalf of the Tug or Tugowner or Hirer as servants, agents and sub-contractors of such parties, including their respective underwriters.
- (b) The Tugowner or Hirer shall be deemed to be acting as agent or trustee of and for the benefit of all such persons, entities and vessels set forth above but only for the limited purpose of contracting for the extension of such benefits to such persons, bodies and vessels.

26. War Risks Clause

- (a) For the purpose of this Clause, the words:
 - (i) "Tugowner" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Tug, and the Tugmaster; and
 - (ii) "War Risks" shall include any actual, threatened or reported:
 - war, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognised or not, which, in the reasonable judgement of the Tugmaster and/or the Tugowner, may be dangerous or may become dangerous to the Tug, Tow, crew or other persons on board the Tug.
- (b) If at any time before the Tug has connected to the Tow, it appears that, in the reasonable judgement of the Tugmaster and/or the Tugowner, performance of this Agreement, or any part of it, may expose the Tug, Tow, crew or other persons on board the Tug to War Risks, the Tugowner may give notice to the Hirer terminating this Agreement, or may refuse to perform such part of it as may expose the Tug, Tow, crew or other persons on board the Tug to War Risks.
- (c) The Tugowner shall not be required to continue on the voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, at any stage of the voyage, that, in the reasonable judgement of the Tugmaster and/or the Tugowner, the Tug, Tow, crew or other persons on board the Tug may be exposed to War Risks. If it should so appear, the Tugowner may by notice request the Hirer to nominate a safe port to leave the Tow in. If the Hirer fails to make such nomination within forty-eight (48) hours of the receipt of the Tugowner's request, the Tugowner may leave the Tow at any safe port of their choice in complete fulfilment of this Agreement. If the disconnection takes place at any port other than the Place of Departure, the Tugowner shall be entitled to receive the full lumpsum.
- (d) If at any stage of the voyage, it appears that, in the reasonable judgement of the Tugmaster and/or the Tugowner, the Tug, Tow, crew or other persons on board the Tug may be exposed to War Risks on any part of the contemplated route (including any canal or waterway), and there is another longer route to the Place of Destination, the Tugowner shall give notice to the Hirer that this route will be taken.
- (e) The Tug shall have liberty:
 - (i) to comply with all orders, directions, recommendations or advice given by the government of the nation under whose flag the Tug sails, or other government to whose laws the Tugowner is subject, or any other government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions;
 - (ii) to comply with the requirements of the Tugowner's insurers under the terms of the Tug's insurances;
 - (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Tugowner is subject, and to obey the orders and directions of those who are charged with their enforcement; and

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(iv) to call at any alternative port to change the crew or any part thereof or other persons on board the Tug when there is reason to believe that they may be subject to internment, imprisonment, detention or similar measures.

(f) Any additional time used under subclauses (c), (d) and (e) shall be compensated by the Hirer to the Tugowner at the Delay Payment rate stated in Box 29 and otherwise in accordance with Clause 17 (Necessary Deviation or Slow Steaming).

(g) (i) If, pursuant to the Hirer's orders, or in order to fulfil the Tugowner's obligation under this Agreement, the Tug proceeds to or through any area or areas exposed to War Risks, the Hirer shall reimburse to the Tugowner any additional premiums required by the Tugowner's insurers.

(ii) All payments arising under this subclause (g) shall be settled within fifteen (15) days of receipt of Tugowner's supported invoices.

(h) If in compliance with this Clause anything is done or not done it shall be considered as due fulfilment of this Agreement.

27. Piracy Clause

(a) If, after entering into this Agreement, in the reasonable judgement of the Tugmaster and/or the Tugowner, any port, place, area or zone, or any waterway or canal (hereinafter "Area") on any part of the contemplated route becomes dangerous, or the level of danger increases, to the Tug, Tow, crew or other persons on board the Tug or Tow due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"), the Tugowner shall be entitled to take a reasonable alternative route to the Place of Destination and, if they so decide, immediately give notice to the Hirer that such route will be taken. Should the Tug be within any such place as aforesaid which only becomes dangerous, after entry, it shall be at liberty to leave it.

(b) In any event, if the Tug proceeds to or through an Area exposed to the risk of Piracy the Tugowner shall have the liberty:

(i) to take reasonable preventative measures to protect the Tug, Tow and crew including but not limited to re-routing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Tug (including embarkation/disembarkation);

(ii) to comply with the requirements of the Tugowner's insurers under the terms of the Tug's insurances;

(iii) to comply with all orders, directions, recommendations or advice given by the government of the nation under whose flag the Tug sails, or other government to whose laws the Tugowner is subject, or any other government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and

(iv) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Tugowner is subject, and to obey the orders and directions of those who are charged with their enforcement.

(c) Any delay incurred under subclauses (a) and (b), or if the Tug and Tow are attacked by pirates, shall be compensated by the Hirer to the Tugowner at the Delay Payment rate stated in Box 29 and otherwise in accordance with Clause 17 (Necessary Deviation or Slow Steaming).

(d) Costs

(i) If the Tug proceeds to or through an Area where due to risk of Piracy additional costs will be incurred including but not limited to additional personnel and preventative measures to avoid Piracy, such reasonable costs shall be for the Hirer's account. Any delay incurred waiting for convoys, following recommended routing, timing, or reducing speed or taking measures to minimise risk, shall be for the Hirer's account as per Box 29;

(ii) If the Tugowner becomes liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Tugowner by the Hirer;

(iii) If the Tug proceeds to or through an Area exposed to the risk of Piracy, the Hirer shall reimburse to the Tugowner any additional premiums required by the Tugowner's insurers and the costs of any additional insurances that the Tugowner's reasonably require in connection with Piracy risks which may include but not be limited to War Loss of Hire and/or maritime K&R;

(v) All payments arising under this subclause (d)(i) - (iii) shall be settled within fifteen (15) days of receipt of the Tugowner's supported invoices or on redelivery of the Tow, whichever occurs first.

(e) If the Tug and Tow are seized by pirates the Tugowner shall keep the Hirer closely informed of the efforts made to have the Tug and Tow released. Any additional time used as a result of the seizure, or any time lost in making good any damage and deterioration resulting from the seizure, shall be compensated by the Hirer to the Tugowner at the Delay Payment rate stated in Box 29, except that payments shall cease as of the ninety-first (91st) day after the seizure until release. The Tugowner shall not be liable for late redelivery of the Tow under this Agreement resulting from the seizure of the Tug and Tow.

(f) If in compliance with this Clause anything is done or not done it shall be considered as due fulfilment of this Agreement.

(g) In the event of a conflict between the provisions of this Clause and any implied or express provision of the Agreement, this Clause shall prevail.

28. Infectious or Contagious Diseases Clause

(a) For the purposes of this Clause, the words:

"Disease" means a highly infectious or contagious disease that is seriously harmful to humans.

"Affected Area" means any port or place where there is a risk of exposure to the Tug, Tow, crew or other persons on board to the Disease and/or to a risk of quarantine or other restrictions being imposed in connection with the Disease.

(b) The Tug shall not be obliged to proceed to or continue to or remain at any place which, in the reasonable judgement of the Tugmaster/Tugowner, becomes an Affected Area after the date of this Agreement.

(c) In accordance with subclause (b), at any time before the Tug has connected to the Tow, the Tugowner may give notice to the Hirer terminating this Agreement or may refuse to perform such part of it as will require the Tug to enter or remain at an Affected Area;

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- (d) If prior to or after arrival and in accordance with subclause (b), the Place of Destination is determined to be in an Affected Area, the Tugowner may by notice request the Hirer to nominate an alternative safe port. If the Hirer fails to make such nomination within forty-eight (48) hours of receipt of the Tugowner's request, the Tugowner may leave the Tow at any safe port of their choice in complete fulfilment of this Agreement. If the disconnection takes place at any port other than the Place of Departure, the Tugowner shall be entitled to receive the full Lump Sum and to additional payment at the Delay Payment rate as stated in Box 29 for the extra distance compared to the distance of the contemplated route, the Tugowner having a lien on the Tow for such Delay Payment.
- (e) If, notwithstanding subclauses (b) to (d), the Tug does proceed to or continue to or remain at an Affected Area:
 - (i) The Tugowner shall notify the Hirer of their decision but the Tugowner shall not be deemed to have waived any of their rights under this Agreement.
 - (ii) The Tugowner shall endeavour to take such reasonable measures in relation to the Disease as may from time to time be recommended by the World Health Organisation.
 - (iii) Any additional costs, expenses or liabilities whatsoever arising out of the Tug visiting or having visited an Affected Area, including but not limited to screening, cleaning, fumigating and/or quarantining the Tug and its crew, shall be compensated to the Tugowner by the Hirer.
- (f) The Tug shall have liberty to comply with all orders, directions, recommendations or advice of competent authorities and/or the Flag State of the Tug in any respect whatsoever relating to issues arising as a result of the Tug being or having been ordered to an Affected Area.
- (g) Any additional time used under this Clause 28 shall be compensated by the Hirer to the Tugowner at the Delay Payment rate stated in Box 29 and otherwise in accordance with Clause 17 (Necessary Deviation or Slow Steaming).
- (h) If in compliance with this Clause anything is done or not done it shall be considered as due fulfilment of this Agreement.
- (i) In the event of a conflict between the provisions of this Clause and any implied or express provision of this Agreement, this Clause shall prevail.

29. Anti-Corruption Clause

- (a) The parties agree that in connection with the performance of this Agreement they shall each:
 - (i) comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and
 - (ii) make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions in connection with this Agreement.
- (b) If a demand for payment, goods or any other thing of value ("Demand") is made to the Tugmaster or the Tugowner by any official, any contractor or sub-contractor engaged by or acting on behalf of the Tugowner or Hirer or any other person not employed by Tugowner or Hirer and it appears that meeting such Demand would breach any applicable anti-corruption legislation, then the Tugmaster or the Tugowner shall notify the Hirer as soon as practicable and the parties shall cooperate in taking reasonable steps to resist the Demand.
- (c) If, despite taking reasonable steps, the Demand is not withdrawn, the Tugmaster or the Tugowner may issue a letter of protest, addressed or copied to the Hirer. If the Tugmaster or the Tugowner issue such a letter, then, in the absence of clear evidence to the contrary, it shall be deemed that any delay to the Tug is the result of resisting the Demand and any time lost as a result thereof shall be compensated by the Hirer to the Tugowner at the Delay Payment rate as stated in Box 29.
- (d) If either party fails to comply with any applicable anti-corruption legislation it shall defend and indemnify the other party against any fine, penalty, liability, loss or damage and for any related costs (including, without limitation, court costs and legal fees) arising from such breach.
- (e) Without prejudice to any of its other rights under this Agreement, either party may terminate this Agreement without incurring any liability to the other party if:
 - (i) at any time the other party or any member of its organisation has committed a breach of any applicable anti-corruption legislation in connection with this Agreement; and
 - (ii) such breach causes the non-breaching party to be in breach of any applicable anti-corruption legislation.Any such right to terminate must be exercised without undue delay.
- (f) Each party represents and warrants that in connection with the negotiation of this Agreement neither it nor any member of its organisation has committed any breach of applicable anti-corruption legislation. Breach of this subclause (f) shall entitle the other party to terminate the Agreement without incurring any liability to the other.

30. Sanctions Clause

- (a) For the purposes of this Clause:

"Sanctioned Activity" means any activity, service, carriage, trade, towage or voyage subject to sanctions imposed by a Sanctioning Authority.

"Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.

"Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.
- (b) The Tugowner and the Hirer respectively warrant that at the date of this Agreement and throughout its duration they, the Tug and any substitute, and the Tow are not a Sanctioned Party and/or that the performance of this Agreement does not involve a Sanctioned Activity.
- (c) If at any time either party is in breach of subclause (b) above then the party not in breach may terminate and/or claim damages resulting from the breach.
- (d) If the Hirer is in breach of subclause (b) above and the breach occurs after the Tug has connected to the Tow, the Tugowner may refuse to proceed and may leave the Tow at any safe port or place of their choice (including the Place of Departure) in complete fulfilment of this Agreement.

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- (e) If in compliance with this Clause anything is done or not done it shall be considered as due fulfilment of this Agreement.

31. Financial Security

The Hirer undertakes to provide, if required by the Tugowner, security to the satisfaction of the Tugowner in the form and in the sum, at the place and at the time indicated in Box 37 as a guarantee for due performance of the Agreement. Such security shall be returned to the guarantor when the Hirer's financial obligations under this Agreement have been met in full.

32. Warranty of Authority

If at the time of making this Agreement or providing any service under this Agreement other than towing at the request, express or implied, of the Hirer, the Hirer is not the owner of the Tow referred to in Box 4, the Hirer expressly represents that it is authorised to make and does make this Agreement for and on behalf of the owner of the said Tow and agrees that both the Hirer and the owner of the Tow are bound jointly and severally by the provisions of this Agreement.

33. Time for Suit

Save for the indemnity provisions under Clause 22 (Liability and Indemnity) of this Agreement, any claim which may arise out of or in connection with this Agreement or of any towage or other service to be performed hereunder shall be notified within six (6) months of delivery of the Tow or of the termination of the towage or other service for any reason whatever, and any suit shall be brought within one year of the time when the cause of action first arose. If either of these conditions is not complied with the claim and all rights whatsoever and howsoever shall be absolutely barred and extinguished.

34. BIMCO ISPS/MTSA Clause 2005

- (a) (i) The Tugowner shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Tug and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Tugowner shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Tug and the "Owner" (as defined by the MTSA).
- (ii) Upon request, the Tugowner shall provide the Hirer with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).
- (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Tugowner or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Tugowner's account, except as otherwise provided in this Agreement.
- (b) (i) The Hirer shall provide the Tugowner and the Tugmaster with their full style contact details and, upon request, any other information the Tugowner requires to comply with the ISPS Code/MTSA.
- (ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Hirer to comply with this Clause shall be for the Hirer's account, except as otherwise provided in this Agreement, and any delay caused by such failure shall be paid at the Delay Payment rate stated in Box 29.
- (c) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall be paid at the Delay Payment rate stated in Box 29, unless such delay is caused by the Tugowner's failure to comply with its obligations under the ISPS Code/MTSA, or if such measures result solely from the negligence of the Tugowner, Tugmaster or crew or the previous trading of the Tug, the nationality of the crew or the identity of the Tugowner's managers.
- (d) Notwithstanding anything to the contrary provided in this Agreement, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Hirer's account, unless such costs or expenses result solely from the negligence of the Tugowner's, Tugmaster or crew or the previous trading of the Tug, the nationality of the crew or the identity of the Tugowner's managers. All measures required by the Tugowner to comply with the Ship Security Plan shall be for the Tugowner's account.
- (e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

35 BIMCO Law and Arbitration Clause 2020

The Parties have been given a choice of law and arbitration alternatives in Part I and this is the clause that shall apply.

- (a) This contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be referred exclusively to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of arbitration shall be London even where any hearing takes place in another jurisdiction.
- (b) The reference shall be to three (3) arbitrators.
- (c) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the parties may agree) the parties may agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.
- (e) The terms, procedures and rules referred to in subclauses (c) and (d) above shall be those current at the time when the arbitration proceedings are commenced.
- (f) Any and all notices and communications in relation to any arbitration proceedings under this Clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail address of the Tugowner stated in Box 39 and of the Hirer stated in Box 40, respectively.

Either Party shall be entitled to change and/or add to the e-mail addresses by sending notice of change to the other Party at the address in Box 39 and Box 40 respectively (or, if previously amended by notice, the relevant amended addresses).

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Nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this contract being served by other effective means.

36. General

- (a) Partial validity – If any one or more of the terms, conditions or provisions in this Agreement or any part thereof shall be held to be invalid, void or of no effect for any reason whatsoever, the same shall not affect the validity of the remaining terms, conditions or provisions which shall remain and subsist in full force and effect.
- (b) Singular/plural – For the purpose of this Agreement unless the context otherwise requires the singular shall include the plural and vice versa.

37. BIMCO Notices Clause

- (a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Agreement shall be in writing.
- (b) For the purposes of this Agreement, “in writing” shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, fax, e-mail, registered or recorded mail, or by personal service.

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ANNEX A (TUG SPECIFICATION)

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ANNEX B (TOW SPECIFICATION)

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ANNEX C (INVENTORY OF TOWING GEAR)

Working Copy