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GENERAL TOWAGE CONDITIONS

Article 1

For the purposes of these General Towage Conditions, the terms and definitions shall mean as follows:

- The 'Company' shall be the Towage Firm ADRIA-TOW Storitve vleke in asistiranja ladij in plovil d.o.o. Koper (Towage services and assistance to ships and other craft, limited liability co.) with registered office at Vojkovo nabrežje 38, Koper.
- The Contractor shall be the Owner or Operator of the towed ship or vessel resp.
- The 'Vessel' shall be any ship, craft or floating structure.
- 'Towage' shall be any service or operation rendered by tugs such as pulling, pushing, escorting and/or holding during the course of entering, departing from, or shifting in the Port of Koper and the Shipyard in Izola and their aquatorium, comprising also other services performed by the Company (hereafter also referred to as Adria-Tow) under the Contractor's order or special agreement with its tugs and/or crew.

Article 2

The Company provides its services or operations under a Towage Contract.

The General Towage Conditions with Rates are an integral part of any Towage Contract.

The Contract is concluded at the time when towage or service has been ordered. The Order can be given in writing or verbally by the Owners, Master or Agent of the ship, or by the Pilot.

The towage operations carried out by the Company under a towage contract inside or outside ports, as well as in roadstead or at anchor, are subject to these General terms and conditions, whether or not a document has been signed before the operation commenced.

Any order placed for towage or any other service shall be deemed to have been placed under these General Towage Conditions. Any variance from the General Towage conditions shall be agreed upon in advance, in writing.

In matters not explicitly defined herein, the provisions of the Slovenian law shall apply.

Article 3

During the towage, the Company makes available to the Contractor the traction, i.e. the motor power of its tugs and the services of its crews, whether or not the towed vessel has a crew on board.

Article 4

The towage commences at the moment when the tug or tugs, approaching to the towed vessel to pass or take the towing cable, to push the vessel or to carry out any operation connected with towage, are susceptible of receiving its orders, whether they are given or not, or are sufficiently close to the towed vessel to be subject to its action or susceptible of striking it or being struck by it, whichever occurred first.

The towage ends at the moment when, the operation being completed, the tug or tugs are sufficiently far away from the towed vessel to be no longer subject to its action nor of being susceptible to striking it or being struck by it.

Article 5

The tug(s) shall be ordered no less than one hour before the time set for the manoeuvre or service to commence.

In the event that several contractors have placed their orders for towage, the Company shall decide on the priority of the orders received.

The Company shall accept orders only within its facilities and technical capacities.

Article 6

Through the entire duration of the towage, the Master and the crew of the tug(s) are at the disposal to the Contractor and regarded as its servants. In the course of towage, the tugs are likewise placed at disposal and charge of the Contractor.

All the orders given by the Officer from the navigating bridge, the forecastle or poop deck of the towed vessel shall be deemed of equal effect as the Master's orders. Also any orders given by the Pilot who is piloting the vessel shall have equal effect.

Article 7

Any damage of whatever nature caused either to the towed vessel or to the tug(s) during the towage operations is the sole responsibility of the Contractor.

The Contractor shall also be responsible for any claims that may be made by third parties against the towed vessel or the tugs arising from incidents occurring during the towage operations.

However, the Company shall be responsible for any gross negligence or intentional tort on its own part in the execution of its obligation to supply the necessary means, tugs and crews.

In no circumstances can claims be made against the Company for lateness or for the consequences of such lateness.

Article 8

The towing cables appropriate for the towage of ship shall be supplied by the tug.

Article 9

The Company shall dispose the tug(s) and assign the crew for the towage or service ordered, and it thereby reserves the right to replace one or more tugs by others belonging to the Company or other Owners. The tug may be replaced even during the manoeuvre. The Company reserves the right to suspend (interrupt) the manoeuvre for the purpose of any rescue or salvaging operations, preventing pollution or offering assistance. In so doing, the Company shall not be liable for any damages or loss resulting from such interruption, and the Contractor is not entitled to claim the reward from the rescue / salvaging operation.

Article 10

All operations commenced shall be due in full, even in the case of loss of the towed vessel arising from any cause other than gross negligence or wilful tort of the Company. The Company has the right to claim special remuneration in the event that any exceptional circumstances aggravate the execution of the services agreed (modify the nature of the services defined in the contract).

Article 11

Any disputes arising herefrom shall be resolved by the District Court of Koper holding the exclusive jurisdiction. The law of the Republic of Slovenia shall apply.

Article 12

On the effective day hereof, the “General Towage Terms of Adria-Tow, d.o.o. Koper of 1st January 2023, as well as all amendments thereto, shall expire.

Koper, 01.01.2025

ADRIA TOW d.o.o.
Robert Gerk
General Manager