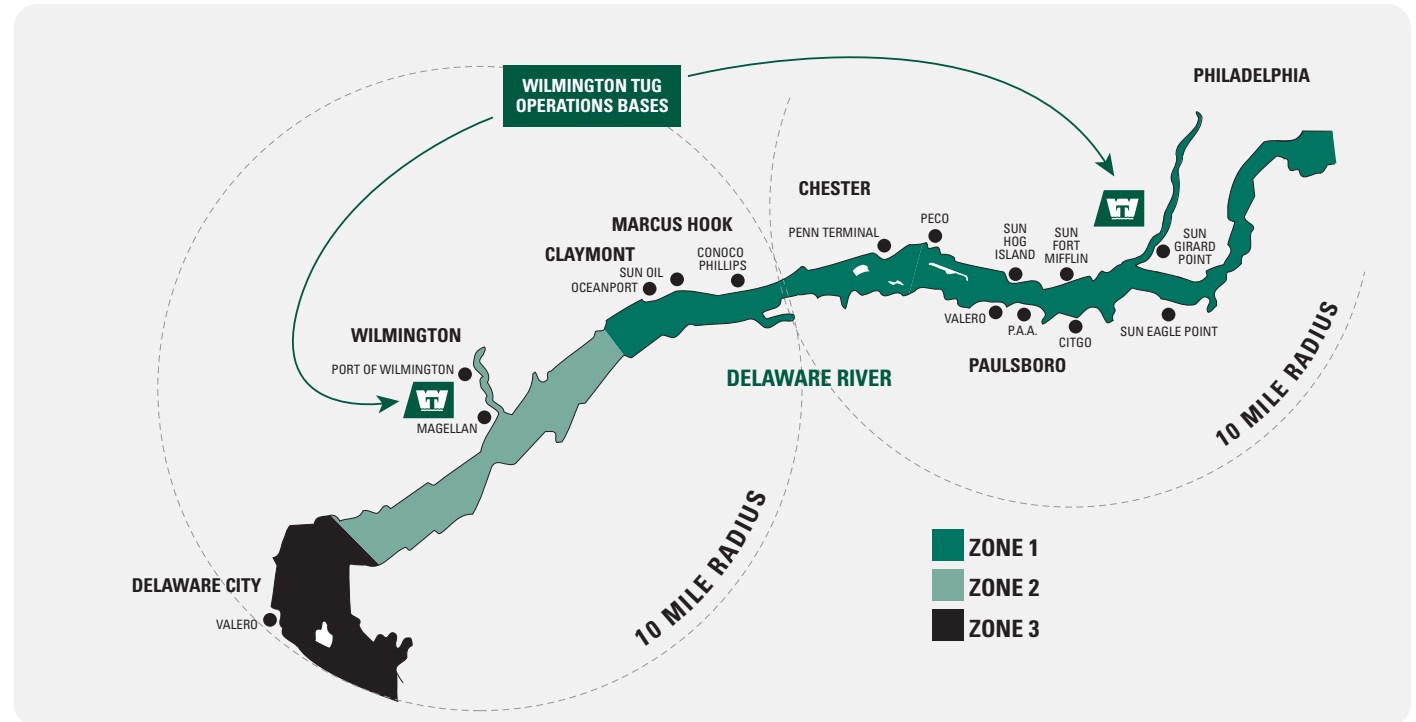




Our two bases are strategically located on the Delaware River within 10 miles of all terminals in our operating area. This allows us to offer on-time service and highly competitive pricing.



## Prime Rate Schedule

Effective June 15, 2007

| Zone 1<br><i>Claymont, DE to Philadelphia, PA</i> |                | Zone 2<br><i>Wilmington, DE</i> |                | Zone 3<br><i>Delaware City, DE</i> |                |
|---|----------------|---------------------------------|----------------|------------------------------------|----------------|
| Flat-rate per ship movement:                      |                | Flat-rate per ship movement:    |                | Flat-rate per ship movement:       |                |
| <b>Ships under 10,000 NRT</b>                     |                | <b>Ships under 10,000 NRT</b>   |                | <b>Ships under 10,000 NRT</b>      |                |
| Under 149.9 meters                                | \$1,396        | Under 149.9 meters              | \$660          | Under 149.9 meters                 | \$1,620        |
| 150 to 199.9 meters                               | \$1,607        | 150 to 199.9 meters             | \$1,072        | 150 to 199.9 meters                | \$2,081        |
| 200 meters and over                               | \$1,987        | 200 meters and over             | \$1,234        | 200 meters and over                | \$2,607        |
| <b>Ships over 10,000 NRT*</b>                     | <b>\$3,222</b> | <b>Ships over 10,000 NRT*</b>   | <b>\$1,975</b> | <b>Ships over 10,000 NRT*</b>      | <b>\$4,530</b> |

\* Ships over 10,000 NRT with a working bow and/or stern thruster will be charged at the same rate as ships less than 10,000 NRT.

- Additional Fees:**
- Other Services* – For all other tug services in these zones, \$325 per hour, per tug including running time to and from the tug base.
  - Fuel Surcharge* – All rates in this schedule are subject to the prevailing fuel surcharge.
  - Ice Surcharge* – In heavy ice, a charge of \$175 per hour, per tug will apply.



**WILMINGTON TUG, INC.**

## Terms & Conditions

*Effective June 15, 2007*

### Terms & Conditions

**Pilotage:** We do not furnish pilots or pilotage to vessels making use of or having available their own propelling power, so that whenever any licensed pilot, or a captain of any tug, is furnished to or is engaged in the service of assisting a vessel and participates in directing the navigation of such vessel, or in directing the assisting tugs from onboard such vessel or from elsewhere, it is agreed that he becomes the borrowed servant of the vessel assisted and her owner or operator or charterer for all purposes and in every respect, his services while so engaged being the work of the vessel assisted, her owner and operator, and being subject to the exclusive supervision and control of the vessel's personnel. Any such service performed by any such person is beyond the scope of his employment for us and neither those furnishing the tugs or lending any such person, nor the tugs, their owners, agents, charterers, operators, or managers shall be liable for any act or omission of any such person.

**Limitation of Liability:** The furnishing of any service or anything done in connection therewith, shall not be construed to be or give rise to a personal contract, and it is understood that we and any tugs we may furnish, and their owners, charterers, operators, managers, and agents, shall have the benefit of all exemptions from and limitation of liability to which an owner of a vessel is entitled, under the Limitation of Liability Statutes of the United States.

**Disclaimer of Warranties:** We will exercise reasonable care in the performance of all tug services but we make no warranties, expressed or implied, including the warranty of workmanlike performance.

**Force Majeure:** Neither party shall be responsible for delays, failures, or omissions hereunder due to strikes, lock-outs, labor disturbances, riots, fire, earthquakes, storm, lightning, epidemics, war disorders, acts of God, acts of public enemy, or any similar cause or any other cause whatever beyond their control.

**Pollution:** Based on the nature of the services, the risks involved and the fees charged, in the event oil, chemicals, or other pollutants are discharged or released from the vessel assisted during docking services, the owners, operators, or charterers of the assisted vessel hereby agree to hold harmless the assisting tugs, their owners and Wilmington Tug, Inc. against any and all liability, costs, or expenses in excess of any applicable insurance, except, however, where such liability, costs, or expenses arise solely from the gross negligence or the willful misconduct of the assisting tugs, their owners, or Wilmington Tug, Inc.

**Authority:** With respect to vessels that are not owned by the person or company ordering the tug service, it is understood and agreed that such person or company warrants that it has authority to bind the vessel owner to all provisions of this contract, and agrees to indemnify and hold us harmless, and also those furnishing the tugs and the tugs, their owners, agents, charterers, operators, and managers from all damages and expenses that may be sustained or incurred in the event and in consequence of such person not having such authority.

**Rates:** The rates shown on the Prime Rate Schedule are for ship owners/operators/charterers who use Wilmington Tug's services for all their ships in all zones and are based on net registered tons (NRT) and overall length (LOA) as per *Lloyd's Register of Shipping*.

**Payment Terms:** Charges are due and payable upon the completion of each docking assignment.

For questions or more information, please contact:

Wilmington Tug, Inc  
P.O. Box 389  
New Castle, DE 19720

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Fax: 302.652.1672  
info@wilmingtontug.com