

E.N. BISSO & SON TOWING, INC.

Port of Mobile, Alabama – Rate Schedule

Services provided by E.N. Bisso & Son Towing, Inc. ("E.N. Bisso") in the area indicated above shall be at the following rates and subject to E.N. Bisso's standard [Terms & Conditions](#) incorporated by reference (hereafter referred to as "Terms") as in effect at the time the Services are performed.

Effective July 1, 2023

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| MOBILE | Docking, Undocking or Shifting in Port | \$4,950.00 |
| CHICKASAW | Docking, Undocking or Shifting in Port | \$6,410.00 |
| THEODORE | Docking, Undocking or Shifting in Port | \$7,760.00 |

All moves from Theodore to Mobile Harbor (or reverse) are considered separate dockings and un-dockings. Any assist Services in between will be charged at the Channel Assist rate.

GROSS TONNAGE CHARGE

A charge of \$100.00 for each 1,000 tons rounded up will be applied to the Base Rate Per Tug costs. ALL CONTRACT DISCOUNTS PERTAIN TO BASE RATES AND GRT CHARGES (NOT MISCELLANEOUS CHARGES) AND ONLY FOR THE NUMBER OF DAYS SPECIFIED IN THE CONTRACT.

Base rates provided above are not subject to discount unless under term contract.

Miscellaneous Charges

TURNING CHARGE

In addition to the rates above, a \$600 charge will be assessed for each Tug employed to turn a Vessel, regardless of the degree of turn.

CHANNEL ASSISTS

A charge of \$1,525.00 per Tug per hour will be applied for assisting a vessel up or down the channel beginning or ending at McDuffie Island.

HAWSER FEE

An additional charge of \$1,525.00 per Tug will be assessed when use of the Tug's deep-sea hawser is required while providing Services to any Vessel.

PRIMARY TOWING TUG

If E.N. Bisso is required to provide the lead towing tug, an additional \$2,500.00 per hour will be applied.

STAND-BY SERVICES

When a tug is ordered and requested to stand-by without assisting the vessel, the applicable rate will be charged as if the actual service had been performed.

HOURLY RATE

For tugs providing stand-by services or whenever specific rates are not provided in this Rate Schedule, a rate of \$1,500.00 per Tug per hour will apply. The hourly rate shall commence upon the Tug leaving its station or last job and shall terminate upon the Tug returning to its station or alongside its next job. Hourly rates are rounded up to the next half-hour, with a minimum charge of one (1) hour. These rates are not subject to discount.

DEAD SHIP SERVICES

In the event a Vessel is a Dead Ship while Services are being provided, there will be a 35% surcharge to the applicable tariff rate per Tug.

ADDITIONAL TIME

Base rates above include allotted time of up to one (1) hour for dockings, sailings, and shifts. When jobs exceed one hour, there will be an additional charge of \$1,500.00 per Tug per hour, pro rata, rounded to the next half-hour.

CANCELLATION

No charge will be applied if the Tug(s) are cancelled prior to being dispatched or before a call/relief tug is crewed. If an order is cancelled after a tug is dispatched but prior to the reporting time, a charge 50% of the normal rate that would have been assessed will apply. If the order is cancelled after the reporting time, a charge of 75% of the normal rate that would have been assessed will apply.

EXCLUDED SERVICES

This Rate Schedule and the Terms shall not apply to rescue towing, assisting Vessels aground or otherwise in peril, salvage, any other services not specified in this Rate Schedule, and any operations whatsoever beyond the sea buoy. Such excluded services are subject to separate rates and terms and conditions to be mutually agreed by the parties.

FUEL SURCHARGE

A fuel surcharge may be assessed on all rates and is not subject to discount.

SECURITY SURCHARGE

E.N. Bisso reserves the right to implement a security surcharge at any time.

CARBON OFFSET SURCHARGE

E.N. Bisso reserves the right to assess a Carbon Offset Surcharge of \$17.00 per job, trip, or maneuver as applicable. This charge is not subject to discount.

LOA (Length Overall) SURCHARGE

Any vessel exceeding 900 feet LOA will be charged an additional \$15.00 per foot. This charge will be applicable on a per tug basis and will be applied to the already agreed upon rates for calling the Port of Mobile.

ORDER TIMES

Two (2) hours' notice is required for service in Mobile and Chickasaw.

Four (4) hours' notice is required for service in Theodore.

PAYMENT TERMS

Payment is required within 30 calendar days of invoice date unless otherwise agreed. After 30 days, if unpaid then discounts are no longer valid, and invoices are deemed to be overdue. Overdue amounts will be charged interest at the rate of 1.5% per month backdated to the invoice date. In the event an overdue invoice is placed in the hands of an attorney for collection, the vessel to which service has been rendered or the responsible party shall pay all expenses for collection, including reasonable legal fees and court costs at the rate of 25% of the gross undiscounted invoice as well as all interest due until fully paid.