



# E. N. BISSO & SON, INC.

## Tariff

### Terms and Conditions

(The Terms and Conditions and The Current Rate Schedule Together Form the Complete Tariff)

Effective February 1, 2019

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### E. N. BISSO'S GUARANTEE of SERVICE

E. N. Bisso guarantees that with three (3) hours advance notice\* tugs will arrive at our customer's vessel on time. If tugs arrive more than one (1) hour after the Reporting time, we will dock or undock the vessel **free of charge.\*\***

\* Twelve (12) hours advance notice is required for services below Mile 20 on the river. Six (6) hours below Mile 50.

\*\* The guarantee does not apply to circumstances beyond our control, such as fog, severe weather, high river conditions, restrictions by government authorities, labor disputes, and all other factors beyond our reasonable control. This guarantee does apply when tugs are late due to overbooking of work. E.N. Bisso does not accept claims for any consequential damages of any nature.

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### E. N. Bisso Service Commitments

- We agree to furnish or arrange tugs as ordered by the customer.
- We agree to allow one (1) free hour after the reporting time, without additional charge.
- We will not require a minimum number of tugs for any service. The ship's Master and the ship's engaged Pilot will determine the number of tugs needed for an operation.  
*[We reserve the right to decline assignments which we deem to be unsafe.]*
- We will not charge "overtime" for any tug service.
- We will not charge for the use of a tug's hawser.

### Customer's Commitment to E.N. Bisso

- In the event that our service is perceived not to have met customer standards, or that the service can be improved, we will be so advised and given every opportunity to remedy or improve our service.
- Except in cases of emergency, we will be given a minimum of three (3) hours advance notice for tug services above Mile 20, and twelve (12) hours advance notice for tug services below Mile 20 and six (6) hours advance notice for tug services below Mile 50.

## Basic Vessel Services

Our core business is providing tugboat services for docking, undocking, anchoring, mooring/unmooring to/from buoys, turning vessels, escorting and holding vessels at shore facilities. Services and rates described in our Tariff apply to both sides of the Mississippi River.

### Charges

#### 1. **Docking/Undocking – Mooring/Unmooring – Anchoring/Heaving Anchor**

For these services, charges for each tug engaged will be as follows:

<b>+ Zone Charge</b>	See the current Rate Schedule for zone descriptions and rates.
<b>+ Tonnage Fee</b>	This charge is calculated by taking the GRT (as published in Lloyds Register or similar authoritative sources), rounding up to the next highest 1,000 GRT and then multiplying this figure by the tonnage rate, as noted in the rate schedule.
<b>+ Buoy Charge</b>	When a vessel moors to/unmoors from a buoy, the buoy charge is assessed for each tug engaged.
<b>+ Stand-By Time</b>	This charge applies when the start of an operation is delayed for more than one (1) hour past the reporting time, or the actual arrival of tugs, whichever is later. Stand-by time will be calculated in one-half (1/2) hour increments, multiplied by the applicable hourly rate in the current Rate Schedule.
<b>+ Additional Time</b>	This charge applies at the hourly rate in half-hour increments when a Docking/Undocking, Mooring/Unmooring or Anchoring/Unanchoring event exceeds 1.5 hours.
<b>+ Tractor Tugs</b>	When tractor tugs are specifically ordered by vessel/pilot/facility to perform a job then then zone/tonnage rates will be assessed at 150%.

#### 2. **Reporting and Cancellation Charges**

- If after an order has been placed, a customer cancels or reschedules a job before tugs are dispatched, there will be no charge.
- If an order is cancelled after tugs are dispatched from their last location but before the reporting time, a fee of 50% of what the invoice would have been is applicable.
- If an order is cancelled or rescheduled after tugs are dispatched to the job location and after the reporting time, a fee of 75% of what the invoice would have been is applicable.
- For service ordered below Mile 20, hourly rate will be applicable and assessed on the overall tug time from its departing location to its next arrival station.

#### 3. **Special Operations**

When a vessel is required to be turned twice while shifting between an anchorage and a berth, or between two berths, both a docking and undocking operation will be billed.

When vessels are ordered to berth bow down the river, and for vessels experiencing partial or full loss of propulsion power or steering, a "Special Operations" charge will apply for each tug engaged.

#### 4. **Hourly Services**

Services not covered elsewhere in the Tariff will be billed on an hourly basis. Examples of these services include, but are not limited to: escorting, emergency response, assistance immediately prior or subsequent to a docking/undocking, mooring/unmooring, anchoring/heaving anchor event.

The starting time for billing of these services will be calculated by determining the time each tug departs its current location, **or** the time they finish their previous paying assignment, whichever is later. The time will cease after each tug is released by the vessel's representative, and arrives at its next location or commences its next paying assignment, whichever is sooner. The sum of this time will be rounded up to the nearest one-half (1/2) hour and multiplied by the hourly rate shown in the current Rate Schedule.

## **Additional Services**

These Terms and Conditions and the current Rate Schedule form our complete Tariff. The services described therein cover the range of services provided by E. N. Bisso & Son, Inc. on the Mississippi River. In addition to these we offer offshore towing and firefighting assistance.

- **Tugboat Service – Outside the Lower Mississippi River** - E.N. Bisso will respond to out of port tugboat service requests at a pre-agreed rate, providing such service does not present undue risk to the tug or the lives of the tug crew.

E.N. Bisso will perform these services under the provisions of the BIMCO daily rate of hire towage contract, insofar as they do not conflict with United States maritime law, with amendments as may be negotiated.

With the execution of an Agreement, E.N. Bisso waives its rights and claims for salvage.

- **Firefighting Service** - E.N. Bisso will provide this service if its tugs are available on the Mississippi River for firefighting efforts.

The rate for firefighting services will be at the applicable rate in the current Rate Schedule, for each hour or part thereof. Discounts do not apply to this rate.

The customer agrees to reimburse E.N. Bisso for all firefighting supplies and materials consumed and/or damaged.

The customer requesting firefighting service also agrees to indemnify, defend and hold E.N. Bisso harmless for any and all claims of death, personal injury, and property damage, arising directly or indirectly out of firefighting efforts, even if the claims arise out of the sole or concurrent fault of E.N. Bisso.

## **Invoices and Payment**

All invoices are presented with terms of net payable within thirty (30) days from the invoice date, unless other arrangements have been made and reduced to writing. If an invoice is in dispute, payment for the amount not in dispute is to be made in accordance with the payment terms.

After thirty (30) days, unless other arrangements have been made and reduced to writing, discounts are no longer valid and such invoices are 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 or agency for collection, the vessel to which the services have been rendered shall pay all expenses for collection, including attorney/agency fees at the rate of 25% of the gross undiscounted invoice, as well as all interest due.

Billable times for jobs and hourly work will be governed by Tug logs. Signed Tug tickets are discontinued on Lower Mississippi River for safety and efficiency reasons.

## Definitions

*For the purposes of this tariff, the following definitions apply:*

<b>Customer</b>	All vessels, or representatives of vessels, who are provided services under this tariff.
<b>Vessel</b>	Any floating craft to which E.N. Bisso provides tugboat or other services.
<b>Tug and Tugs</b>	Tugboats, whether owned, chartered, or hired by E.N. Bisso, which provide services to customer vessels.
<b>Order Time</b>	The time that the order for the service is placed with E.N. Bisso dispatchers by the customer.
<b>Reporting Time</b>	The time designated by the customer when the tug(s) is/are to arrive at the location where service is to be provided.
<b>Advance Notice</b>	The time between order time and reporting time.
<b>Arrival Time</b>	The time when tugs actually arrive at the job location.

## Legal Matters

1. All services by E. N. Bisso & Son, Inc. (E.N. Bisso) are provided under the maritime laws of the United States of America.
2. All business transactions are performed as per the E.N. Bisso printed tariff (Terms and Conditions, and Rate Schedule). Services are rendered to the vessel and create a lien, even if the charges for services are billed to a charterer, operator, or agent.
3. The furnishing of any service or anything done in connection therewith shall not be construed to be or give rise to a personal contract. All or part of services requested may be subcontracted to others, without notice to the customer, and it is understood that E.N. Bisso, and any vessel E.N. Bisso may furnish, and their owners, charterers, operators, managers and agents, shall have the benefit of all exemptions from, and limitations of, liability to which an owner of a vessel is entitled under the Limitations of Liability Statutes of the United States.
4. E.N. Bisso shall exercise reasonable care to furnish tugs which are seaworthy and properly manned at the time of departure for the customer's job. E.N. Bisso does not make any warranty of workmanlike service and none is to be implied from any provision of this tariff (Terms and Conditions, and Rate Schedule).
5. E.N. Bisso does not furnish pilot services. It is the responsibility of the vessel, its owner and operator to arrange for pilotage in accordance with the applicable law and regulations. Whenever any person otherwise employed by E.N. Bisso, including the master or other officer of any tug furnished to or engaged in the service of assisting, escorting or towing a vessel making use of or having available her own propelling power, goes aboard such vessel to act as pilot, it is agreed that he or she becomes the borrowed servant of the vessel assisted or escorted and of its owner and operator for all purposes. In every respect while on board said vessel, his or her services while so engaged shall be 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 or her employment for E.N. Bisso and neither E.N. Bisso or those furnishing the tugs or lending such person nor the tugs or their owners, agents, charterers, operators or managers shall be liable for any act, omission, negligence or fault of any such person. It is furthermore understood and agreed that the vessel and its owner and operator will indemnify and hold harmless E.N. Bisso and any assisting or escorting tug and its owners, agents, charterers, operators and managers with respect to all loss, damage, liability and expense that may be suffered or incurred by any of them as the result of any act, omission, negligence or fault of such person.