EASTERN CANADIAN TUG OWNERS' ASSOCIATION
STANDARD TOWING AND INSURING CONDITIONS (REVISED 2026)

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a. The agreement between the Tugowner and the Hirer is and shall at all times be subject to and include each and all of the conditions hereinafter set out.

b. For the purposes of these conditions:

I. "Towing" means any operation in connection with the holding, pushing, pulling, moving, ice-clearing/breaking, escorting or guiding of or standing by the Vessel, including the passing of, picking up, casting off and retrieval of ropes, wires or lines to the Vessel, and the expressions "to Tow" and "Towage" shall be defined likewise.

II. "Vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Tugowner agrees to Tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than Towing.

III. "Tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any Towage or other service.

IV. The word "tug" shall include "tugs", the word "Tender" shall include "Tenders", the word "Vessel" shall include "Vessels", the word "Tugowner" shall include "Tugowners", and the word "Hirer" shall include "Hirers". Where more than one tug is employed, these terms shall apply to each individually. If there is more than one Hirer each is jointly and severally deemed to be the Hirer hereunder and employer of the crew in accordance with Clause 3.

V. The word "Hirer" means any person or body who requests a service from the Tugowner under this agreement.

VI. The expression "Tugowner" shall include any person or body (other than the Hirer or the owner of the Vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or Tender, and the expression "other Tugowner" contained in Clause 5 hereof shall be construed likewise.

VII. The expression 'whilst Towing' shall cover the period commencing when the tug when the tug or Tender is in a position to commence Towing, and ending when the tug or Tender has ceased Towing and is safely clear.

VIII. Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or Tender is in position commence the service and ending at the time when the tug or Tender has ceased performing the service and is safely clear. However, if at that time there remain on board the tug or Tender anything of whatsoever description, or any persons, that were taken on board for the performance of the service (other than equipment or other items belonging to or hired by the Tugowner and the Tugowner's own employees or agents or the personnel of independent contractors engaged by the Tugowner) then the period shall not end until all such things and persons have been discharged or disembarked from the tug or Tender and the tug or Tender is safely clear of the place where they were discharged or disembarked.

IX. For the avoidance of doubt, the word "negligence" includes gross negligence.

X. The expression "howsoever caused" means arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Tugowner their servants or agents, and the unseaworthiness, unfitness or breakdown of the tug or Tender, its crew, its machinery, equipment, computer or other systems, towing gear, lines, ropes or wires, including unseaworthiness, unfitness or breakdown by reason of lack of fuel, stores, speed, bollard pull or otherwise, whether arising before or during the Towage or other service or whenever such unseaworthiness, unfitness or breakdown arises.

2. If at the time of making this agreement or of performing the Towage or of rendering any service other than Towing at the request, express or implied, of the Hirer, the Hirer is not the owner of the Vessel, the Hirer expressly represents that he is authorized to make and does make this agreement for and on behalf of the owner of the Vessel subject to each and all of these conditions and agrees that both the Hirer and the owner of the Vessel are bound jointly and severally by these conditions. Further, in any case where the Hirer is bound by these conditions, if the Vessel requests or accepts any service from the Tugowner, the owner of the Vessel shall hereby become jointly and severally bound by these conditions in the same way as if they were the Hirer.

3. Whilst Towing or whilst at the request, express or implied, of the Hirer, rendering any service other than Towing, the master and crew of the tug or Tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or their servants

and/or their agents, and anyone on board the Vessel who may be employed and/or paid by the Tugowner shall likewise be deemed to be the servant of the Hirer and accordingly, the Hirer shall be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.

4. Whilst Towing, or whilst at the request, either expressed or implied, of the Hirer rendering any service of whatsoever nature other than Towing:

   a. The Tugowner shall not (except as provided in Clause 4 (c)(i)) be responsible for or be liable for:

      I. loss or damage of any description whatsoever, done by or to the tug or Tender; or done by or to the Vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's Vessel or the tug or Tender or to or by any other object of property;

      II. loss of the tug or Tender or the Vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Vessel or the tug or Tender or any other object or property;

      III. for any personal injury or loss of life howsoever and whosesoever caused including personal injury or loss of life of the master and/or crew of and/or any person on board the tug or Tender; or

      IV. any claim by a person not a party to this agreement for loss or damage of any description whatsoever (including death or personal injury);

      howsoever caused,

   arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence or failure to perform the services contracted for regardless of cause at any time of the Tugowner, their servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, systems, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and whether pre-existing or not;

   and

   b. The Hirer shall (except as provided in Clause 4(c)) be responsible for, pay for and indemnify and hold harmless the Tugowner, their servants or agents, (including the tug's master and crew) against and in respect of any loss, damage or expense, personal injury or death, and any claims of whatsoever nature or howsoever caused, whether direct or indirect, whether covered by the provisions of Clause 4(a) hereof or not suffered by or made against the Tugowner and which shall include, without prejudice to the generality of the foregoing any loss of or damage to the tug or Tender or any property of the Tugowner.

   c. The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:

      I. All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this clause, the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or Tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.

      II. All claims which arise when the tug or Tender, although having commenced Towing or rendering some service other than Towing, is not in a position of proximity or risk to or from and is detached from, the Vessel or any other craft attending the Vessel and is safely clear. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or Tender is at the request, whether express or implied, of the Hirer, their servants or their agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or Tender) and which are wholly or partly caused by, or arise out of the presence on board of such persons or property or which arise at any time when the tug or Tender is proceeding to or from the Vessel in hazardous conditions or circumstances.

   d. Notwithstanding anything hereinbefore contained, the Tugowner shall under no circumstances whatsoever (including, without prejudice to the generality of the foregoing negligence or failure to perform the services contracted for regardless of cause at any time of the Tugowner, their servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, systems, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and whether pre-existing or not)

be responsible for or be liable for any loss or damage of any description whatsoever caused by or contributed to or arising out of any delay or detention of the Vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether before during or after the making of this agreement.

5.

a. The Tugowner shall at any time be entitled to substitute one or more tugs or Tenders for any other tug or Tender.

b. The Tugowner shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tugowner (hereinafter referred to as 'the other Tugowner') to hire the other Tugowner's tug or Tender and in any such event it is hereby agreed that the Tugowner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tugowner may in addition, if authorized whether expressly or impliedly by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner, acting as agent for the Hirer, contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.

c. Where the Tugowner contracts with another Tugowner to provide the services, as agent for the Hirer, the Tugowner as agent gives no warranty as to the quality or abilities of the other Tugowner of any kind, and the Tugowner shall have no liability whatsoever to the Hirer in relation to the work of the other Tugowner or their servants, whether through breach of contract, fiduciary duty or otherwise.

6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Tugowner may have against the Hirer including, but not limited to, any rights which the Tugowner or their servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to Vessels or anything aboard Vessels by any tug or Tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tugowner may have to limit their liability.

7. The Tugowner will not in any event be responsible or liable for the consequences of:

a. ice, war or warlike operations, riots, civil commotions, acts of terrorism or sabotage, piracy, capture, seizure, acts of God, any disease, computer malware, the failure of autonomous systems, computer hacking, phishing, any government requisition, intervention, requirement or interference, blockades or embargoes, fires, accidents, explosions, or (whether they be a party thereto or not) strikes, lockouts, disputes, stoppages, labour disturbances or other industrial actions or anything done in contemplation or furtherance thereof; or

b. delays to the tug or Tender or their operation(s) of any description, however so caused.

8.

a. The Hirer undertakes not to take or cause to be taken any proceedings whatsoever against any servant or agent of the Tugowner or of any other Tugowner as referred to in Clause 5.

b. All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by these conditions or by any applicable statute, rule or regulation for the benefit of the Tugowner, and the provisions of Clause 9 of these conditions, shall also apply to and be for the benefit of the Tugowner's servants and agents and contractors and sub-contractors (of any tier) and their personnel (whether or not under Clause 3 of these conditions they are deemed to be servants of the Hirer, and regardless of any negligence or fault on their part).

9.

a. The agreement between the Tugowner and the Hirer is and shall be governed by Canadian maritime law as this term is defined under Section 2(1) of the *Federal Courts Act* (Canada) and the Tugowner and the Hirer hereby accept subject to the provision contained in sub-clause (b) hereof, the exclusive jurisdiction of the Federal Courts of Canada.

b. No suit shall be brought in any jurisdiction other than that provided in subclause (a) hereof save that either the Tugowner or the hirer shall have the option to bring proceedings to obtain security by way of the arrest of or other similar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found.

10. The Hirer represents and warrants that the Vessel and its equipment are fit to be towed and of sufficient strength and capacity to withstand the Towage or any other service hereunder.

11. The Hirer of the tug or Tender undertakes to contract full insurance against all risks of loss or damage to the tow, its cargo and its crew, and third party liabilities equivalent to the coverage provided by a member of the International Group of P&I Clubs and hereby waives any insurers right of subrogation against the Tugowner, their servants and agents (including the tug's master and crew).

12. In the event of any conflict or discrepancy between the present terms and conditions and their French version, the English version shall prevail. It is the express wish of the parties that these terms and conditions be drawn up and applicable in English language. *Les parties confirment qu'il est de leur volonté expresse et réciproque que ces termes et conditions soient rédigés et s'appliquent en anglais.*