



**OYAK ENERJİ**  
**MİLANGAZ**  
**LİKİTGAZ**  
**FLOAT AND PLATFORM**  
**PORT SERVICES TARIFF**

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**LİKİTGAZ DAĞITIM VE ENDÜSTRİ A.Ş.**

Cevizli Mah. Tugay Yolu Cad. No:10C İç Kapı No: 89 Kat: 14-15-16 Maltepe/İstanbul  
[www.milangaz.com.tr](http://www.milangaz.com.tr)

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## **ARTICLE: 1 - PURPOSE AND SCOPE**

The purpose of this tariff is to regulate the fees and application conditions of the work/ services to be provided in the Yarımca, Dörtüol, Samsun and Marmara Ereğlisi Float Terminals and Aliğa Nemrut platform operated by the ENTERPRISE within the principles specified in the Laws, Regulations and Regulations by the ADMINISTRATION.

## **ARTICLE: 2 - DEFINITIONS AND ABBREVIATIONS**

**ADMINISTRATION:** Directorate General of Maritime Affairs

**ESTABLISHMENT:** Oyak Enerji Grubu Milangaz, Likitgazı

**ENTERPRISE:** Float Terminals and Nemrut Platform

**SHIP:** Self-moving sea-craft capable of carrying people and all kinds of loads on water

**TONILATO:** It is the volume measure of merchant ships.

**GT Gross Tonilato / Gross Ton:** The tonnage specified in the International tonnage certificate (1969) expressing the volume of the ship's under and on deck and covered areas.

**DWT (Dead-weight Ton):** It refers to the maximum weight that the ship can carry as cargo, fuel, food, water, storages etc. When the ship is sunk to the permitted summer insurance line, it is equal to the weight of the sea water it carries and in international practice its unit is referred to as "Long ton".

**AGENCY BOAT:** They are all kinds of machinery and/or non-machinery sea vehicles used in loading, unloading, shifting and limbo services and transportation services by or through port operation, docking and departure of ships.

**PORT BOUNDARIES:** It is the port area described in the LPG Transport and Filling Terminal Instruction by Pipeline.

**PLATFORM:** It specifies the working field under the control and supervision of the ENTERPRISE.

**SHIFTING:** It is the relocation of the ship upon necessity.

**HAZARDOUS LOAD:** Identifies explosive, flammable, combustion-facilitating, caustic, toxic and radioactive materials that are dangerous for the goods they are in, and only describes goods that are kept in accordance with their nature (Included and added in the book named "ISGOTT" published by IMO).

### **ARTICLE: 3 - FEES:**

The principles regarding the pricing, determination, accrual and collection of the services in this tariff book are shown below.

**3.1 Basic Fees:** The basic fees of the services provided by the ENTERPRISE are the fees shown in the fee tables and articles of this tariff. Due to the feature of the service, the application of an additional or reduced fee is made over the main fees.

- a) If the total fees for the services are less than USD 1000, they are accrued as USD 1000.
- b) The unit of the fees related to the services in this tariff is US Dollars and the fees are accrued and collected at the US Dollar exchange rate on the end date of the service in return for Turkish Lira at the Daily US Dollar exchange rate applied by the Central Bank of Turkey.
- c) In the conversion of service fees into Turkish currency, the fractions of pennies and liras created in Turkish Lira by the daily US dollar exchange rate are completed to 1.00 (one) TL.

**3.2 From whom Fees shall be collected:** Fees for the services specified in this tariff shall be collected jointly and severally from the ship's agency, shipper or charterer requesting service. The ENTERPRISE shall issue the invoice according to the fee in the ship service receipt prepared following the end of the service and send it to the ship agency, shipper or charterer who will make the payment.

**3.3 Payment of Fees:** Referring to the request notification for the services requested by the ship's agency or ship's captain or shipper, the "commitment" indicating the fee calculated according to "OYAK ENERGY TERMINALS Port Services Tariff" is signed by the agency and the service is provided following the submission of this undertaking to the ENTERPRISE's Terminal Directorate. The invoice amount is deposited into the account determined by the ENTERPRISE within 3 (three) business days after the ENTERPRISE invoices the amount specified in this commitment. In addition, all legal rights of the ESTABLISHMENT are reserved. In the calculation of the periods, the day of notification and the days when the money enters THE ESTABLISHMENT safe are counted as one full day. THE ESTABLISHMENT is not responsible for delays and transaction errors in banks or mail.

**3.4 Conditions requiring Fee Discount:** 50% discount is applied to the ships working on the cabotage line from the fees specified in Table-1 and Table-3. Other tariffs apply exactly.

### 3.5 Circumstances That Do Not Require Charge

**3.5.1 Turkish Flagged School, War and Research Vessels:** Research vessels belonging to Turkish flagged School, War or Public Institution/Organizations are not charged for port services provided in the ports of the ESTABLISHMENT (except for treatment and goods recovery service).

**3.5.2 Life Rescue Service:** No fee is charged for services that can be provided at the request of official authorities in relation to life safety at sea (except for goods rescue and assistance services)

**3.5.3 In case of Emergency Departure:** The first arrival of the ships at our port and the last departure from our port are subject to the normal fee. Port services and loading and unloading surveillance services are not taken from ships when ships that need to be exposed immediately due to force majeure such as fire and adverse weather, dock again to complete their loading or unloading after emergency take-off, only the mooring security service is charged again with a 50% discount.

#### **ARTICLE: 4 - COMMITMENT :**

Agents are obliged to provide the ENTERPRISE with a deposit upon the request of the ENTERPRISE or a commitment no later than 15.00 on the working day at least 24 hours prior to the docking of the ships.

**COMMITMENT:** This is the commitment which declares and undertakes that it shall pay all kinds of services to be rendered to the ship by docking or removing the ship to the buoy or platform within 3 (three) business days in return for the fees and expenses and which can be accepted as valid by the ENTERPRISE and shown in the printed copy (ANNEX-1). Whether the commitment is accepted or not is under the responsibility of the ENTERPRISE. The agency issuing the commitment shall be jointly and severally liable, together with the shipper and charterer, for the payment within the period of all fees accrued pursuant to this tariff, regardless of whether they are given in his own name or on behalf of another person or organization. The service costs of ships docked with a letter of commitment are calculated by the ENTERPRISE and notified to the agency, shipper or lessee of the ship. The agency, shipper or charterer pays the notified amount within 3 (three) business days. The notification day and the days when the money is in the ENTERPRISE cash register are counted as one full day each. No service is provided to the ships of agencies whose commitment is not accepted or that do not make a deposit.

#### **ARTICLE: 5 - PORT SHELTERING SERVICE :**

The sheltering includes the sheltering services of the ships berthed or moored to the buoy or platform until each loading and / or unloading operations are completed. Sheltering service fee is accrued for the duration of the ships' stay in the specified sheltering, the "Port Sheltering" Fee given in Table: 1.

TABLE -1 : FLOAT / PLATFORM SHELTERING SERVICES FEE TABLE

SERVICE TYPE	FEE TARIFF
FLOAT / PLATFORM SHELTERING	\$ 1325 for the FIRST 1000 GT and \$ 278 (USD) per 1000 GT and its fraction EXCEEDING 1000 GT

**ARTICLE: 6 - LOADING / UNLOADING SURVEILLANCE SERVICE (LOADING MASTERING):**

It covers the services provided by 2 persons on a 24-hour basis during the loading / unloading process of the tankers that are loading / unloading within the borders of the port area of the ESTABLISHMENT. The "Loading / Unloading Surveillance Service" Fee given in Table: 2 is accrued.

TABLE -2 LOADING / UNLOADING SURVEILLANCE SERVICES (LOADING MASTERING) FEE TABLE

SERVICE TYPE	FEE TARIFF
LOADING / UNLOADING SURVEILLANCE SERVICE (LOADINGMASTER)	\$ 675 for the FIRST 1000 GT and \$ 145,5 (USD) per 1000 GT and its fraction EXCEEDING 1000 GT

**ARTICLE: 7 - SAFETY AND SECURITY SERVICE :**

Security and Safety Service refers to the Diver service to be provided for the purpose of ensuring the safe berthing of the ships berthing to the buoy and the platform, keeping the necessary Safety Boat and workforce always ready alongside the ship and controlling the ship's surroundings and hulls during the loading / unloading.

The "Security and Safety Service" Fee given in Table 3 is accrued.

TABLE - : 3 SAFETY AND SECURITY SERVICE FEE TABLE

SERVICE TYPE	FEE TARIFF
SAFETY AND SECURITY SERVICE	\$ 1985 for the FIRST 1000 GT and \$ 145,5 (USD) per 1000 GT and its fraction EXCEEDING 1000 GT

**ARTICLE: 8 - HOSE TYING/UNTYING SERVICE :**

It refers to the service of providing the necessary equipment and workforce to release the hose from the Ship Manifold and release the hose and buoy to the sea regularly for the loading / unloading operations of the ships berthing to our terminal, the buoy connected to the flexible hose at the sea bottom is taken from the sea with the help of the Agency boat and 2 personnel, and the hose taken from the sea is connected to the Ship Manifold and the discharge / evacuation is completed. The "Hose Tying/Untying Service" Fee given in Table 4 is accrued.

**TABLE - : 4 HOSE TYING / UNTYING SERVICE FEE TABLE**

SERVICE TYPE	FEE TARIFF
HOSE TYING/UNTYING SERVICE	\$ 675 for the FIRST 1000 GT and \$ 79 (USD) per 1000 GT and its fraction EXCEEDING 1000 GT

**ARTICLE: 9 - FUEL LEAK INTERVENTION SERVICE :**

In the event that the said marine pollution damages the terminal, our facility and our beaches, except for the fines imposed by the relevant authorities in accordance with the "Environmental legislation" due to the pollution of the sea (fuel overflow, dirty ballast, bilge, garbage, etc.), all kinds of expenses to be made for the necessary equipment and labor for cleaning the mentioned areas are collected by the ENTERPRISE from the ship or its agency. The ENTERPRISE conducts such applications in coordination with the relevant Port Authority and the Emergency Response Service. The "Fuel Leak Service" fee given in Table: 5 is accrued.

**TABLE – 5: FUEL LEAK INTERVENTION SERVICE FEE TABLE**

SERVICE TYPE	FEE TARIFF
FUEL LEAK INTERVENTION SERVICE FEE	\$ 675 for the FIRST 1000 GT and \$ 79 (USD) per 1000 GT and its fraction EXCEEDING 1000 GT



**ARTICLE: 10 - CANCELLATION OF STARTED SERVICES :**

Except for force majeure such as adverse weather conditions of a ship, in case of cancellation or failure of the services and / or services initiated since berthing to the buoy (after the pilotage and / or trailer and / or mooring services started without waiting) due to the ship's master or agent or the ship's own fault, 50% of the fee for the initiated service or services is accrued.

**ARTICLE: 11 - OBLIGATION TO COMPLY WITH TARIFF PROVISIONS :**

The captains and/or agencies and/or charters of ships arriving at the OYAK ENERJİ MILANGAZ Terminal Pier to load/unload fuel shall accept all the considerations specified in this tariff book in advance. The rights of the special agreement entered into by the ENTERPRISE on the leasing of sea vehicles with natural or legal persons are reserved.

**ARTICLE: 12- RESOLUTION OF DISPUTES :**

The provisions in this book will be applied to the laws of the Republic of Turkey, and in addition, Istanbul Courts and Enforcement Agencies will be authorized in any disputes that arise. In case of hesitation regarding the meaning between the Turkish and English texts, the Turkish text is considered the basis.

**ARTICLE: 13 - EFFECTIVE DATE :**

“OYAK ENERJİ GRUBU MİLANGAZ LİKİTGAZ. TERMINALS PORT SERVICES TARIFF” is valid from 01.01.2021.

**ARTICLE: 14 - EXECUTIVE AUTHORITY OF THE TARIFF :**

OYAK ENERJİ GROUP MİLANGAZ LİKİTGAZ. "PORT SERVICES TARIFF" is executed by the ESTABLISHMENT with the approval of the ADMINISTRATION. The interpretation of the articles and considerations hesitated in the exercise is made by the ENTERPRISE.



**ANNEX-1 COMMITMENT**

<b>SHIP'S NAME</b>	<b>FLAG</b>	<b>AGENT</b>	<b>OWNER</b>
<b>KAPTANIN ADI</b> <b>Captain's Name</b>	<b>İMO</b>	<b>GRT</b>	<b>DWT</b>
<b>TYPE OF LOAD</b>		<b>QUANTITY</b>	
<b>ARRIVAL PORT</b>		<b>DATE</b>	
<b>DESTINATION PORT</b>		<b>DATE</b>	
<b>SERVICES PROVIDED</b>			
<b>1. FLOAT / PLATFORM SHELTERING SERVICE</b>			
<b>2. LOADING / UNLOADING SURVEILLANCE SERVICE</b>			
<b>3. SAFETY AND SECURITY SERVICE</b>			
<b>4. HOSE TYING/UNTYING SERVICE</b>			
<b>5. FUEL LEAK INTERVENTION SERVICE</b>			
<b>TOTAL COST OF SERVICE</b>			

**ANNEX-1: COMMITMENT**

The payment of the amount for fees and expenses for berthing, departure and all kinds of services to be performed on the buoy or platform within the boundaries of Likitgaz Dağıtım ve Endüstri A.Ş.. ..... Terminal in accordance with your tariff and within 3 working days following your first request, completely and all at once to **Vakıfbank Esentepe Corporate Branch IBAN NO: TR67 0001 5001 5804 8018 8715 58 USD** account number is under the commitment of shipping agency.

I kindly request you to provide the necessary services in your port.

**Commitment Letter Taker**  
**Likitgaz Dağıtım ve Endüstri A.Ş.**

**Commitment Letter Giver**  
**Agency Official**