



## Service terms and conditions for pilotage and other services provided by Greenland Pilot Service

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## 1. Preface

These standard terms and conditions apply to all offers, quotations, orders, agreements, Pilotage Services and all Auxiliary Services of whatever nature provided by GPS.

These standard terms and conditions will apply unless GPS in writing has agreed to derogate from these terms and conditions.

In addition to complying with these standard terms and conditions, Owners are to comply with all applicable laws and regulations.

Owners hereby acknowledge and agree that all Pilotage Services and/or Auxiliary Services are provided only as advice by GPS or the pilot in question to the master of the Vessel. The master of the Vessel will at all times remain in command of the Vessel and shall remain responsible for the Vessel and all matters related to the navigation of the Vessel.

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## 1.2 Definitions

**Auxiliary Services:** means any and all services provided by GPS in addition to the Pilot Services.

**Consequential Damages:** means (i) any indirect or consequential loss whatsoever; and (ii) any of the following losses, whether direct or indirect: loss of profit, loss of revenue, business interruption (including without limitation the cost of overheads incurred or unabsorbed during business interruption), cost of insurance and any and all damages, penalties, liabilities and any other costs or charges or other similar losses whatsoever.

**Employee:** means any employee, director, officer, servant, invitee or agent of a party. The term employee shall include all pilots engaged by GPS.



- GPS:** means Greenland Pilot Services (company register no 12851952), its pilots and subcontractors and the Employees of any of the foregoing.
- Owner:** means the registered owner or bareboat charterer of the Vessel to which the Pilotage Services and/or Auxiliary Services are provided.
- Pilot Services:** means pilot services as defined in ministerial order no 1699 of 11 December 2015 on pilotage and the pilot's obligations (Greenland) (in Danish: BEKENDTGØRELSE NR. 1699 AF 2015-12-11 OM LODSERIERS VIRKSOMHED OG LODSERS PLIGTER (FOR GRØNLAND)), whether or not the use of pilots are required by the applicable law.
- "Regardless of Cause":** means whether or not any claim or liability is asserted to have arisen wholly or partly by virtue of tort (including negligence), negligence, gross negligence, breach of duty (statutory or otherwise), breach of contract, strict liability, performance or non-performance of contract, breach of any laws, regulations, rules or orders of any government or other authority having jurisdiction, on the part of GPS."
- Vessel:** means the vessel, ship, barge or other floating unit that receives Pilot Services or Auxiliary Services.

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## 2. Request for pilotage service

Pilotage services are provided 24 hours a day on every day of the year for all vessels requiring pilotage.

On requesting the pilotage service vessels shall give information on the relevant entity billable for the pilotage service including full payer's details be it the vessel's owner, agent or charterer etc.



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### 3. Vessels must ensure safe riggings for pilots

GPS's pilotage service is based on the embarking/disembarking of pilots at quay side.

Embarking/disembarking in open water using a pilot board may be arranged subject to explicit agreement.

Embarking/disembarking in open water is based on using traditional rope ladders from and to the pilot boat.

All vessels requesting pilotage services from GPS shall be equipped with rope ladders manufactured, installed and maintained in accordance with the principal requirements for the rigging of pilot ladders in the IMO Convention for Safety of Life at Sea (SOLAS) Chapter V, Regulation 23.

Any failure to comply with these requirements will lead to the immediate abortion of the pilotage operation and no compensation for any loss or inconvenience on the vessel or any other party resulting from this may be held against GPS.

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### 4. Fees and payment

GPS fees are calculated on the basis of:

- A boarding fee covering the pilot's travel expenses and related costs.
- A vessel fee. This fee is determined on the basis of the Vessel's gross tonnage.
- A pilot fee. This fee is calculated on the basis of the time spent on board.

Pilotage services are invoiced to the billable entity given by the requesting vessel. Payment of fees shall fall due 14 days after the date of invoice.

The boarding fee and the vessel fee shall be paid no later than 14 days before the date the pilot is to board the Vessel. If the Owner fails to pay said fees, the agreement to provide Pilot Services and/or Auxiliary Services shall become null and void.

If payment of services delivered by GPS is not made in due time pursuant to the afore stated, the amount due may be collected by distraint and may bear interest from the last due date until payment is made at the rate of interest stipulated in the Danish Act on interest in case of delayed payment, etc.



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## 5. Responsibilities

### (a) *Force Majeure*

Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent that the party invoking force majeure is prevented or hindered from performing any or all of their obligations under the agreement on pilotage services, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

- (i) acts of God;
- (ii) any Government requisition, control, intervention, requirement or interference;
- (iii) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (iv) riots, civil commotion, blockades or embargoes;
- (v) epidemics;
- (vi) earthquakes, landslides, floods or other extraordinary weather conditions;
- (vii) strikes, lockouts or other industrial action, unless limited to the employees (which shall not include the Crew) of the party seeking to invoke force majeure;
- (viii) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure; and
- (ix) any other similar cause beyond the reasonable control of either party.

### (b) *Liability to Owners*

(i) Without prejudice to Sub-clause 5(a), GPS shall be under no liability whatsoever to the Owners for

1. any loss or damage of Owners' property including the Vessel;
2. any loss or damage of any third party's property;
3. any personal injury or death of any of Owners' employees, directors, officers, servants, agents, invitees, and guests or any third party; and
4. any Consequential Damages



of whatsoever nature arising out of or in any way connected with the performance or non-performance of the Pilot Services and/or the Auxiliary Services in each case Regardless Of Cause and whether or not foreseeable at the date the parties made the agreement on the provision of Pilot Services and/or Auxiliary Services, save where loss, damage, delay or expense has resulted from GPS's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result.

GPS's liability for any incident or series of incidents giving rise to a claim or claims shall never exceed a total amount of DKK 5,000,000.00.

*(c) GPS Indemnity*

Except to the extent and solely for the amount therein set out that GPS would be liable under Sub-clause 5(b), the Owner hereby undertake to indemnify, protect, defend and hold harmless GPS against all actions, proceedings, penalties, claims, costs, expenses, suits, demands or liabilities whatsoever or howsoever arising (including legal costs and expenses on a full indemnity basis) Regardless of Cause which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of Pilotage Services and/or the Auxiliary Services and against and in respect of all costs, loss, damages and expenses which GPS may suffer or incur (either directly or indirectly) in the course of the performance of the Pilotage Services and/or the Auxiliary Services.

*(d) "Himalaya"*

For the avoidance of doubt, it is hereby expressly agreed that no GPS Employee of GPS (including every sub-contractor from time to time employed by GPS and their Employees) shall under any circumstances whatsoever and Regardless of Cause be under any liability whatsoever to the Owners or any third party for any loss, damage or delay of whatsoever kind arising out of or in connection with the provision of the Pilot Services and/or Auxiliary Services. Without prejudice to the generality of the foregoing provisions in this Clause 5 (Responsibilities), every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, indemnity, protection, defence and immunity of whatsoever nature applicable to GPS or to which GPS are entitled hereunder shall also be available and shall extend to protect every such GPS Employee For the purpose of all the foregoing provisions of this Clause 5 (Responsibilities) GPS are or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be their Employees from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the agreement on Pilotage Services and/or Auxiliary Services.



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## 6. Settlement of disputes and applicable law

These standard terms and conditions shall be governed by and construed in accordance with Danish law and any dispute arising out of or in connection with the performance of the pilotage services shall be settled by the Maritime and Commercial Court in Copenhagen and be governed by Danish Law.

Notwithstanding this, GPS has the right to proceed against the Owner or any third party or the Vessel in such jurisdiction as GPS may find applicable or convenient for the purpose of securing payment of any due amount to GPS. Such proceedings are to be governed by the law (substantive and procedural) of such jurisdiction.

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## 7. The entry into force

These service terms and conditions shall enter into force as of January 2017. GPS reserves the right to make changes to the service terms and conditions.