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Service terms and conditions for pilotage and other services provided by DanPilot Greenland

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 DanPilot Greenland

These standard terms and conditions will apply unless DanPilot Greenland 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, regulations and requirements applicable to the Vessel, to Owners and to their activities.

Owners hereby acknowledge and agree that all Pilotage Services and/or Auxiliary Services are provided only as advice by DanPilot Greenland 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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1.1 Definitions

Auxiliary Services:	means any and all services provided by DanPilot Greenland 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.
CPD:	means a commercial proposal document in the form provided by DanPilot Greenland, which sets out the requirements applicable to specific pilotage services ordered by Owners. In case of any conflict, inconsistency or difference between the wording of a CPD and these standard terms and conditions, the provisions of these standard terms and conditions shall prevail.
Employee:	means any employee, director, officer, servant, invitee or agent of a party. The term employee shall include all pilots engaged by DanPilot Greenland.
DanPilot Greenland:	means a subsidiary of DanPilot (the official Danish state pilotage provider, company register no 30071735) set up to offer pilot services in Greenland, its pilots and sub-contractors and the Employees of any of the foregoing. Registered in Greenland, company register no 43017845
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 DanPilot Greenland.
- 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 and Auxiliary Services are provided 24 hours a day on every day of the year for all vessels requiring pilotage.

Owners may request Pilot Services and/or Auxiliary Services from DanPilot Greenland subject to the provisions of these standard terms and conditions. The parties may enter into a contract for Pilot Services and/or Auxiliary Services by completing a CPD. A contract for Pilot Services and/or Auxiliary Services shall not be valid and binding until a CPD containing all relevant information regarding the services has been confirmed by both parties in writing. Pilot Services and/or Auxiliary Services shall be delivered by DanPilot Greenland at the time and in the manner set out in the CPD.

Where a request for Pilot Services and/or Auxiliary Services is received less than four weeks prior to the time where the services are to be delivered, additional fees may apply, and DanPilot Greenland may not be able to provide the Pilot Services and/or Auxiliary Services to Owners within the desired timeframe, nor shall DanPilot Greenland be under any obligation to do so or to attempt to do so.

For requests for Pilot Services and/or Auxiliary Services for passenger vessels to be performed during the summer season, Owners must send the request to DanPilot Greenland no later than 1 January of the year where the services are to be provided.

For such requests received later than 1 January of the year where the Pilot Services and/or Auxiliary Services are to be provided, additional fees may apply, and DanPilot Greenland may not be able to provide the requested Pilot Services and/or Auxiliary Services to Owners within the desired timeframe, nor shall DanPilot Greenland be under any obligation to do so or to attempt to do so.

On requesting Pilot Services and/or Auxiliary Services, Owners shall provide full information about the relevant entity billable for the pilotage service including full payer's details, such as the vessel's owner, agent or charterer or similar.



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3. Cancellation of pilotage

The Owner or the ship's operator, agent, or any other party authorized to act on behalf of the Vessel may cancel a contract for Pilot Services and/or Auxiliary Services prior to the date of delivery of the Pilot Services and/or Auxiliary Services. If so, the following conditions shall apply:

If cancellation is made	Cancellation charge
More than 45 days before the agreed starting date of pilotage	50% of total pilotage fees must be paid
Less than 45 days before the agreed starting date of pilotage	100% of total pilotage fees must be paid

The applicable dates and pilotage fees shall be set out in the CPD.

Minor changes (+/- 3 days) of the dates of embarkation and/or disembarkation of pilots shall not be regarded as cancellation of pilotage.

3.1 Cancellation due to the Covid-19 pandemic

If the Government of Greenland does not allow passenger ships to enter Greenlandic territorial waters due to the Covid-19 pandemic or its effects or activities or measures in relation thereto, any contract for Pilot Services and/or Auxiliary Services to be provided during the period where passenger ships are not allowed to enter Greenlandic territorial waters shall be cancelled. In case of such cancellation (and regardless of whether Clause 6(a) applies or not), the Owners must pay the Vessel Fee and the Basic Fee to DanPilot Greenland as per the CPD.

This clause shall also apply for Pilot Services and/or Auxiliary Services to be provided to vessels intending to enter Greenlandic territorial waters, if the Government of Greenland should require vessels to spend 14 days at sea without calling any foreign ports or receiving persons on board from these places, before entering Greenlandic ports or territorial waters.



4. Vessels must ensure safe riggings for pilots

DanPilot Greenland 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 DanPilot Greenland 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, as well as other applicable regulation.

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 DanPilot Greenland.



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5. Fees and payment

DanPilot Greenland fees are calculated on the basis of:

- A Basic Fee
- A Vessel Fee. This fee is determined based on the Vessel's gross tonnage.
- A Pilot Fee. This fee is calculated based on the time spent on board.

The fees payable under a contract for Pilot Services and/or Auxiliary Services are set out in the CPD entered into for the services. DanPilot Greenland's invoices will be issued to the billable entity given by the requesting vessel.

The Basic Fee shall be payable immediately after the parties have entered into a contract for Pilot Services and/or Auxiliary Services as set out in a CPD. If the Owner fail to pay said Basic Fee, the Owner must pay the cancellation charge as set out in Clause 3, and the agreement to provide Pilot Services and/or Auxiliary Services under the specific CPD shall otherwise become null and void

The Vessel and Pilot Fees shall be payable when the Pilot Services and/or Auxiliary Services have been completed. Standard payment terms for all invoices for these fees shall be at the end of the month plus 10 calendar days, unless otherwise set out in the CPD.

If payment for services delivered by DanPilot Greenland 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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6. 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 6(a), DanPilot Greenland 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 operating loss, loss of time, loss of profit and similar indirect or consequential losses



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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 DanPilot Greenland'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.

DanPilot Greenland shall not be liable to the Owners in any way whatsoever for any delay or failure whatsoever of DanPilot Greenland's personnel in delivering Pilot Services and/or Auxiliary Services, including without limitation where such delay or failure causes delay to the itinerary or voyage plan of the Vessel.

DanPilot Greenland'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.

(ii) Acts or omissions of the Crew

Notwithstanding anything that may appear to the contrary in these standard terms and conditions, DanPilot Greenland shall not be liable for any acts or omissions of its pilots or other employees, even if such acts or omissions are negligent, grossly negligent or willful.

DanPilot Greenland (c) Indemnity

Except to the extent and solely for the amount therein set out that DanPilot Greenland would be liable under Sub-clause 6(b), the Owner hereby undertake to indemnify, protect, defend and hold harmless DanPilot Greenland 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 DanPilot Greenland 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 DanPilot Greenland Employee of DanPilot Greenland (including every sub-contractor from time to time employed by DanPilot Greenland 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 6 (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 DanPilot Greenland or to which DanPilot Greenland are entitled hereunder shall also be available and shall extend to protect every such DanPilot Greenland Employee. For the purpose of all the foregoing provisions of this Clause 6 (Responsibilities) DanPilot Greenland 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.

7. 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, or, if the Maritime and Commercial Court in Copenhagen does not have jurisdiction to consider the dispute, by Copenhagen City Court.

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

8. Entry into force

These service terms and conditions shall enter into force as of 29 November 2022. DanPilot Greenland reserves the right to make changes to the service terms and conditions.