



## Statement of Truth

### 1 Statement of compliance with Sanctions and Export Control Rules

- 1.1 The Customer and the Owners represent and warrant that they, their Employees, all their Beneficial Owners and all Owners Parties will act in accordance with and comply with applicable Sanctions and Export Control Rules in their performance of obligations and activities, exercise of rights and ordering, receipt and use of services in relation to any pilotage service or other service which is to be or is provided by DanPilot to the Customer, the Owners and/or the Vessel.
- 1.2 The Customer and the Owners represent and warrant that they, their Employees, all their Beneficial Owners and all Owners Parties are not sanctioned or designated entities, individuals (persons) or parties under applicable Sanctions and Export Control Rules.
- 1.3 The Customer and the Owners represent and warrant that the Vessel and all cargo, goods and other things in and on the Vessel are not subject to any Sanction or Export Control prohibition under applicable Sanctions and Export Control Rules in relation to any pilotage service or other service which is to be or is provided by DanPilot to the Customer, the Owners and/or the Vessel.
- 1.4 The Customer and the Owners shall indemnify and hold harmless DanPilot and its Employees from and against any and all liabilities, losses, damages, costs, expenses, including legal costs and expenses and fees of lawyers, claims, actions and legal proceedings which, directly or indirectly, are caused by or as a result of or suffered or incurred due to the Customer's or the Owners' non-performance of an obligation or breach of a representation or a warranty under this clause 1 on statement of compliance with Sanctions and Export Control Rules.

### 2 DanPilot's Standard Terms and Conditions

- 2.1 Pilotage services and other services which are to be or are provided by DanPilot to the Customer, the Owners and/or the Vessel and matters in relation thereto are subject to DanPilot's Standard Terms and Conditions for Pilotage Services and Other Services.
- 2.2 The Standard Terms and Conditions are available at DanPilot's website: <https://danpilot.dk/about-danpilot/corporate/service-terms-and-conditions/>

### 3 Vessel information and Signing of this Statement

- 3.1 This Statement is signed by the master of the Vessel as the master of the Vessel and also for and behalf of the Customer and the Owners of the Vessel.
- 3.2 By its signing of this Statement, the master of the Vessel confirms and warrants that it has authority to sign this Statement and accept it and its obligations as the master of the Vessel and also for and behalf of the Customer and the Owners of the Vessel.

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Vessel name and IMO no.	
Date	
Master's signature	



## 4 Definitions and interpretation

4.1 In this Statement of Truth on Compliance with Sanctions and Export Control Rules (this "**Statement**"), the following definitions of the following terms and expressions shall apply:

- (1) "**Beneficial Owner**" means any company, legal entity or individual (natural person) who directly or indirectly owns or controls another company or legal entity (i) through direct or indirect ownership or control of more than 25% of the shares or voting rights or the ownership interest in the other company or legal entity, or (ii) through direct or indirect control of the other company or legal entity by any other means, including any right to exercise dominant influence or substantial control over the other company or legal entity, for example under its memorandum or articles of association or an agreement.
- (2) "**Customer**" means the customer who requests and/or receives pilotage services or other services from DanPilot in relation to the Vessel or its activities or matters.
- (3) "**DanPilot**" means DanPilot – Lodseriet Danmark which is the official Danish state pilotage provider founded and existing under the DanPilot Act (Parliament Act no. 600 of 12 June 2013 with subsequent amendments).
- (4) "**Dual Use Item**" means any item, including any goods, product, software or technology, which can be used for both civilian and military purposes.
- (5) "**Employee**" means any director, officer or other employee of a party. The term "Employee" shall include the master, the officers and the other crew members of the Vessel, and the master, the officers and the other crew members of any pilot boat of DanPilot, irrespective of whether they are or are not on board the Vessel or the pilot boat. The term "Employee" shall include all pilots employed or engaged by DanPilot.
- (6) "**Export Control**" means export or trade control in relation to any Export Control Item.
- (7) "**Export Control Item**" means any item, including any Dual Use Item and any other goods, product, software, technology or service, which is subject to export or trade control under any applicable law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure.
- (8) "**Owners**" means the registered owner(s) of the Vessel and the charterer(s) of the Vessel, if there is (are) any charterer(s).
- (9) "**Owners Parties**" means the Owners' directors, officers and employees, the master, the officers and the other crew members of the Vessel and any managers and operators of the Owners and/or the Vessel.
- (10) "**Sanction**" means any economic or trade sanction, embargo or other prohibition or restrictive measure.
- (11) "**Sanctions and Export Control Rules**" means any law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure (i) which relates to the adoption, implementation and/or enforcement of any Sanction or Export Control, and (ii) which is established and/or maintained by any competent authority of the United Nations (UN), the European Union (EU), Denmark, any other member state of the EU, the United Kingdom of Great Britain and Northern Ireland (UK) or the United States of America (USA).
- (12) "**Vessel**" means the vessel, ship, barge or floating unit which requests and/or receives pilotage services or other services from DanPilot or in relation to which pilotage services or other services from DanPilot is requested and/or received.

4.2 In this Statement, any reference to the singular number shall include a reference to the plural number and any reference to the plural number shall include a reference to the singular number, unless otherwise stated or apparent from or required by the context.

4.3 This Statement shall apply to all successive and/or related pilotage services and/or other services which are to be or are provided by DanPilot to the Customer and/or the Vessel.