DanPilot's Standard Terms and Conditions for Pilotage Services and Other Services

1 Scope of application and general matters

1.1 These standard terms and conditions shall apply to all offers, quotations, orders, agreements, Pilotage Services, including remote navigational assistance and remote pilotage services, and Auxiliary Services of whatever nature to be provided or provided by DanPilot.

1.2 In addition to complying with these standard terms and conditions, the Customer and the Owners shall comply with all laws and regulations applicable in Denmark including without limitation the Danish Pilotage Act (Consolidated Act no. 346 of 29 March 2023 with subsequent amendments).

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

2 Definitions and interpretations

2.1 In these standard terms and conditions, the following terms and expressions shall have the following meanings, unless otherwise stated or apparent from or required by the context:

2.1.1 "**Auxiliary Services**" means any and all services provided by DanPilot in addition to or other than Pilotage Services. Auxiliary Services include, among other matters, crew change services, transport services for transport of persons, packages or other goods and under keel clearance services which DanPilot performs on request in Kalundborg port, Denmark.

2.1.2 "**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.

2.1.3 "**Customer**" means the customer who requests and/or receives Pilotage Services and/or Auxiliary Services from DanPilot in relation to the Vessel or its activities or matters.

2.1.4 "**Consequential Loss or Damage**" means (i) any indirect or consequential loss or damage whatsoever; and (ii) any of the following losses and costs, whether direct or indirect: loss of profit, loss of revenue, loss and cost of business interruption (including without limitation cost of overheads incurred or unabsorbed during business interruption), cost of insurance, loss of personal income or the ability to work or earn a personal income, penalties and other similar indirect or consequential loss, damage or cost whatsoever.

2.1.5 "**DanPilot**" means DanPilot – the official Danish state pilotage provider founded and existing under the DanPilot Act (Parliament Act no. 600 of 12 June 2013 with subsequent amendments).

2.1.6 "**Dual Use Item**" means any item, including any goods, product, software or technology, which can be used for both civil and military purposes.

2.1.7 "**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 a 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.

2.1.8 "**Export Control**" means export or trade control in relation to any Export Control Item.

2.1.9 "**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.

2.1.10 "**Nonstop Transit Pilotage Service**" means pilotage service where DanPilot provides a minimum of two pilots at boarding location, enabling the Vessel to proceed without pilot changes underway, until disembarkation location is reached.

2.1.11 "**Owners**" means the registered owner(s) of the Vessel and the manager(s) of the Vessel, if there is (are) any manager(s).

2.1.12 "**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.

2.1.13 "**Pilotage Services**" means pilotage services as defined in section 3, subsection 8, of the Danish Pilotage Act, which are performed by DanPilot under these standard terms and conditions.

2.1.14 "**Regardless of Cause**" means whether or not any claim or liability arises or is asserted to have arisen wholly or partly by virtue of tort (including negligence), negligence, gross negligence, willful misconduct, an intentional act or omission, 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 or any or its Employees or subcontractors or their Employees.

2.1.15 **"remote navigational assistance"** means any navigational assistance which is performed remotely by DanPilot from a place which is not the ship or vessel to which the remote navigational assistance is provided.

2.1.16 **"remote pilotage services"** means any pilotage service which is performed remotely by DanPilot from a place which is not the ship or vessel to which the remote pilotage service is provided.

2.1.17 "**Sanction**" means any economic or trade sanction, embargo or other prohibition or restrictive measure.

2.1.18 "**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).

2.1.19 "**Transaction**" means any ordering, acceptance, provision, receipt or use of or payment for any Pilotage Service or Auxiliary Service or performance of any activity or obligation or exercise of any right in relation thereto or any other transaction, agreement, contract, sale, provision, delivery, export, purchase, receipt, import, transport, use, payment, transfer or financial transaction or activity.

2.1.20 "**Vessel**" means the vessel, ship, barge or floating unit which requests and/or receives the Pilotage Services and/or Auxiliary Services from DanPilot or in relation to which Pilotage Services and/or Auxiliary Services from DanPilot is requested and/or received.

2.2 In these standard terms and conditions, 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.

3 Request for Pilotage Services and Auxiliary Services

3.1 Pilotage Services are provided 24 hours a day every day, throughout the year for all vessels requesting pilotage.

3.2 Vessels arriving at Danish ports

3.2.1 A Customer shall provide to DanPilot a written notice of twenty-four (24) hours prior to the Vessel's arrival at the pilot boarding position. The notice must be sent by email to danpilot@danpilot.dk and shall include information on the Vessel's time of arrival, full details of the relevant entity billable for the Pilotage Service and the payer thereof and full details on the Customer and the Owner.

3.2.2 In addition to the notice stated in clause 3.2.1, the Customer shall provide the following notices to DanPilot by using the following means:

3.2.2.1 Changes of more than one hour in the time of arrival of the Vessel must be provided to DanPilot without undue delay by sending an email to danpilot@danpilot.dk.

3.2.2.2 Confirmation on the time of arrival of the Vessel must be provided to DanPilot no later than six (6) hours prior to arrival by sending an email to danpilot@danpilot.dk.

3.2.2.3 Confirmation on time of arrival of the Vessel no later than two (2) hours prior to arrival by use of VHF maritime radio.

3.2.3 Changes to the time of arrival of the Vessel and/or failure to provide a notice of at least twenty-four (24) hours prior to arrival may – irrespective of the cause – result in additional charges to be paid by the Customer, the Owners and/or any other payable party, as stated in clause 5.

3.3 Vessels departing from Danish ports

3.3.1 A Customer shall provide to DanPilot a written notice of four (4) hours prior to the Vessel's departure. The notice must be sent by email to danpilot@danpilot.dk and shall include information on the Vessel's time of departure

and the relevant entity billable for the Pilotage Service and the payer thereof, including full details on the Customer and the Owner.

3.3.2 In addition to the notice stated in clause 3.3.1, the Customer shall provide the following notices to DanPilot by using the following means:

3.3.2.1 Changes of more than one hour in the time of departure of the Vessel shall be provided to DanPilot without undue delay by sending an email to danpilot@danpilot.dk.

3.3.2.2 Confirmation of time of departure of the Vessel must be provided to DanPilot no later than one (1) hour from departure by sending an email to danpilot@danpilot.dk.

3.3.3 Changes to the time of departure of the Vessel and/or failure to provide a notice of at least four (4) hours prior to departure may – irrespective of the cause – result in additional charges to be paid by the Customer, the Owners and/or any other payable party, as stated in clause 5.

3.4 Vessels requesting transit pilotage

3.4.1 The Customer shall provide to DanPilot a written notice of eighteen (18) hours prior to the Vessel's arrival at the pilot boarding position. The notice must be sent by email to danpilot@danpilot.dk and shall include information on the Vessel's time of arrival, the relevant entity billable for the Pilotage Service and payer thereof, including full details on the Customer and Owner.

3.4.2 In addition to the notice stated in clause 3.4.1, the Vessel shall provide the following notices to DanPilot by using the following means:

3.4.2.1 Changes of more than one hour in the time of departure of the Vessel shall be provided to DanPilot without undue delay by sending an email to danpilot@danpilot.dk.

3.4.2.2 Confirmation on the time of arrival of the Vessel must be provided to DanPilot no later than six (6) hours prior to arrival by sending an email to danpilot@danpilot.dk.

3.4.2.3 Confirmation on the time of arrival of the Vessel must be provided no later than two (2) hours prior to arrival by use of VHF maritime radio.

3.4.3 Changes to the time of arrival of the Vessel and/or failure to provide a notice within eighteen (18) hours prior to arrival may – irrespective of the cause – result in additional charges to be paid by the Customer, the Owners and/or any other payable party, as stated in clause 5.

3.5 Vessels transiting in a low speed during transit pilotage

3.5.1 If a Customer wishes to transit a Vessel in a low speed (less than 11.0 knots measured in "Speed over Ground" (SOG)), the notice stated in clause 3.4.1 shall include information thereon in order for DanPilot to make the necessary arrangements and ensure pilot availability and resting hour compliance.

3.5.2 Sailing at a speed of less than 11.0 knots may involve additional charges to be paid by the Customer and the Owner.

3.6 Vessels requesting under keel clearance services (Kalundborg, Denmark)

3.6.1 If a Customer wishes to receive under keel clearance services from DanPilot when arriving to or departing from Kalundborg Port, then this shall be stated in the notices to be provided by the Customer as set out in clauses 3.2.1 and 3.3.1.

3.6.2 Under keel clearance services may involve additional charges to be paid by the Customer and the Owner.

3.7 Vessels requesting crew change services or other transport services for transport of persons

3.7.1 If a Customer wishes DanPilot to provide crew change services or other transport services for transport of persons to or from the Vessel in connection with DanPilot's provision of Pilotage Services and/or Auxiliary Services, then this shall be stated in the notices to be provided by the Customer as set out in clauses 3.2.1 and 3.3.1 or any notice provided by the Customer in relation to provision of Auxiliary Services.

3.7.2 Crew change services and other transport services for transport of persons to or from the Vessel may and shall only be provided by DanPilot to the Customer and/or Owners and not to any other entity or person, including crew persons or other persons who are transported to or from the Vessel.

3.7.3 Crew change services and other transport services for transport of persons to or from the Vessel may involve additional charges to be paid by the Customer and the Owner.

3.8 Vessels requesting transport services for transport of packages or other goods

3.8.1 If a Customer wishes DanPilot to provide transport services for transport of packages or other goods to or from the Vessel in connection with DanPilot's provision of Pilotage Services and/or Auxiliary Services, then this shall be stated in the notices to be provided by the Customer as set out in clauses 3.2.1 and 3.3.1 or any notice provided by the Customer in relation to provision of Auxiliary Services.

3.8.2 Transport services for transport of packages or other goods to or from the Vessel may and shall only be provided by DanPilot to the Customer and/or Owners and not to any other entity or person, including crew persons or other persons on the Vessel to or from whom the packages or the goods may have been sent.

3.8.3 Transport services for transport of packages or other goods to or from the Vessel may involve additional charges to be paid by the Customer and the Owners. DanPilot offers transportation of packages or other goods that do not exceed a total weight of 5 kilos (kg) free of charge. Larger items are subject to additional charges and may not exceed a total weight of 150 kilos (kg). The Customer and/or owner must ensure that the items are equipped with approved carrying straps. More instructions will be provided by DanPilot upon booking confirmation.

4 Safety requirements for Vessels receiving Pilotage Services and/or Auxiliary Services

4.1 DanPilot’s pilotage service is based on the embarking and disembarking of pilots using traditional rope ladders to and from the pilot boat. All Vessels receiving Pilotage Services and/or Auxiliary Services from DanPilot 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.

4.2 Vessels departing from ports must provide a proper gangway in accordance with applicable requirements. Any failure to comply with these requirements will lead to the immediate discontinuation of the Pilotage Services and/or Auxiliary Services and DanPilot shall not be liable for compensation for any loss or inconvenience suffered by the Vessel or any other party as a result thereof. In this case, DanPilot will charge the full fees and charges for the Pilotage Services and/or Auxiliary Services.

4.3 Vessels disembarking pilots as set out in clause 4.1 must ensure that the pilot is given reasonable time to do the disembarkation. If a Vessel fails to reasonably do so, DanPilot charges all extra costs that are caused by the Vessel's failure to disembark the pilot.

5 Fees, invoicing and payment

5.1.1 All DanPilot fees, including but not limited to; Pilotage Services, Auxillary Services, Special Operations etc. are determined by DanPilot, and may be adjusted at any time. Fees in force for Standard Pilotage services are available on DanPilot website www.danpilot.dk or may be obtained by contacting DanPilot.

5.2 All Pilotage Services and/or Auxiliary Services are invoiced to the Owners or any other billable party, as stated by the Customer. Payment of fees is due 30 days after the date of invoice. In case of delayed payment, DanPilot may charge the amount due by set off against amounts due to the Customer and by any other means available including vessel arrest. DanPilot may also impose a reminder fee according to the rules hereon in Danish law. Interest will be charged from the due date until payment is made at the interest rate stated in the Danish Act on interests.

5.3 Ordering Pilotage Services and/or Auxiliary Services

5.3.1 The fees for ordering Pilotage Service and/or Auxiliary Service is calculated based on the following elements:

(1) A Basic Fee which is dependent on the notice given, whether the Pilotage Service is compulsory or not, and based on the nature of the operation.
(2) A Vessel Fee, which is calculated based on the dimensions of the vessel, whether the Pilotage Service is compulsory or not, and the draft during the Pilotage Service.
(3) A Pilotage Fee which is calculated based on the dimensions of the vessel, whether the Pilotage Service is compulsory or not, and the draft during the Pilotage Service and the route piloted.
(4) Travelling expenses which is a charge levied on the above elements in (1)-(3), which covers the expenses and time associated with the transport of the pilot to/from the Vessel.

5.4 Priority Fee

5.4.1 In the event that a Pilotage Service and/or Auxiliary Service is requested with a shorter notice period than the minimum notices as stated in clauses 3.2.1 and 3.3.1, DanPilot charges and invoices an additional fee called "Priority Fee".

5.5 Night Time Pilotage Service Fee

5.5.1 In the event that a Vessel is receiving Pilotage Service and/or Auxiliary Service to or from small ports, as defined section 3, subsection 12 of the Danish Pilotage Act, outside of normal working hours, DanPilot charges and

invoices an additional fee of 100% of the total costs of the Pilotage Service and/or Auxiliary Service. Normal working hours are 05:00 hrs - 23:00 hrs. Consequently, an additional fee is imposed based on any activity outside of normal working hours.

5.6 Change Fee

5.6.1 In the event that the pilotage end location is changed after commencement of Pilotage Service and/or Auxiliary Service, DanPilot charges and invoices an additional fee called “Change Fee”.

5.7 Two pilots required

5.7.1 In the event that two pilots are required under a Pilotage Service and/or Auxiliary Service, as stated in clauses 3.2 and 3.3, in order to ensure a safe operation, DanPilot charges and invoices an additional fee of 50 % of the total costs of the port pilotage cost.

5.7.2 In the event of a Nonstop Transit Pilotage Service (where two pilots are required), DanPilot charges and invoices an additional fee.

5.8 Delay / Waiting Time Fee

5.8.1 In the event that a Pilotage Service and/or Auxiliary Service is stopped, delayed or halted due to weather, provisioning, bunkering, machinery repairs, or any other reason not due to the Pilotage Service, and the pilot remains onboard, DanPilot charges and invoices an additional fee for waiting time per commenced hour.

5.9 Cancellation Fees

5.9.1 In the event that a Pilotage Service and/or Auxiliary Service is cancelled, or the Service cannot be carried out due to any other reason than the fault and neglect of DanPilot and/or the pilot or any other Employee of DanPilot, DanPilot charges and invoices an additional fee for cancellation. A service is deemed to have commenced when a pilot sets first foot on the pilot boat or the Vessel, whichever is earliest.

5.10 Late Arrival Discount

5.10.1 In the event that the pilot sets first foot on the Vessel more than four (4) hours later than the accepted provided time of arrival/time of departure given by the Vessel under the notices stated in clauses 3.2.1, 3.3.1 and 3.4.1, and the delay is not caused by the fault or neglect of the Customer, the Vessel or the Owners, or force majeure as provided in clause 7, then DanPilot provides a discount called a “Late Arrival Discount” at the rate of 25% of the Pilotage Service and/or Auxiliary Service.

5.11 Additional fees for failure to submit relevant and timely information

5.11.1 If the Customer fails to provide the information specified in the terms in clause 3, in the manner as required or in accordance with the specified timetables in the terms in clause 3, then DanPilot may charge an additional fee deemed reasonable by DanPilot. Moreover, if the Customer fails to provide the information specified in the terms in clause 3, in the manner as required or in accordance with the specified timetables in the terms in clause

3, DanPilot may not be able to provide the Customer or the Vessel with the requested Pilotage Services and/or Auxiliary Services within the desired timeframe and is under no obligation to do so or to attempt to do so.

5.12 Extraordinary circumstances, including icy waters, weather etc.

If costs due to extraordinary circumstances such as icy waters, adverse weather/wind/swell etc. are incurred by DanPilot, a fee will be added to the pilotage cost by DanPilot. In the event that such circumstances require pilot embarkation and/or disembarkation to take place at other locations than normal, DanPilot shall have the right to commence/end pilotage at alternative locations. In such event, the cost of pilotage service will be based on the actual embarkation/disembarkation location by DanPilot.

6 Safe port/ice clause

6.1 DanPilot shall always have the right to cancel an agreement on Pilotage Services and/or Auxiliary Services if:

1) the service in question will result in a significant safety risk during boarding and/or disembarking, or
2) the service in question in DanPilot's assessment cannot be carried out due to other events that may affect the safety of the operation.

7 Force majeure

7.1 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 event is beyond the control of and could not be foreseen by the party invoking force majeure, and that the event is not due to the fault or neglect of and could not be avoided or overcome with reasonable care, skill and diligence by the party invoking force majeure. Force majeure may for example be one of the following events:

7.1.1 War (whether declared or not), hostilities, armed conflict or the serious threat of same (including but not limited to hostile attack, military blockade or military embargo), hostilities, invasion, act of a foreign enemy or extensive military mobilisation.

7.1.2 Civil war, riot, rebellion or revolution, use of military or usurped power, insurrection, act of terrorism, sabotage or piracy.

7.1.3 Act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition or nationalisation.

7.1.4 Plague, pandemic, epidemic or natural disaster.

7.1.5 Riots, civil commotion, blockades or embargoes.

7.1.6 Earthquakes, landslides, floods or other extraordinary weather conditions.

7.1.7 Strikes, lockouts or other industrial action, unless limited to the Employees (which shall not include the crew) of the party invoking force majeure.

7.1.8 Fire, accident or explosion except when caused by negligence of the party invoking force majeure.

8 Liability and limitation of liability

8.1 DanPilot's liability and limitation of liability

8.1.1 DanPilot shall not be liable to a Customer, a Vessel, an Owner, an Owners Party or any other party for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of the Pilotage Services and/or Auxiliary Services or due to or resulting from non-performance of any obligation under these standard terms and conditions, unless, and then only to the extent, the loss, damage, delay, expense or non-performance resulted from an act or omission of DanPilot's executive officers or executive managers done with intent to cause such loss, damage, delay or expense or through gross negligence and with knowledge that such loss, damage, delay or expense would probably be caused.

8.1.2 Notwithstanding any other term or condition of these standard terms and conditions, DanPilot shall not in any event or circumstance be liable to a Customer, a Vessel, an Owner, an Owners Party or any other party or person for any act or omission of its pilots or Employees other than its executive officers and executive managers.

8.1.3 DanPilot shall not be liable to a Customer, a Vessel, an Owner, an Owners Party or any other party, including any crew change person or other person who is or is to be transported to or from the Vessel, for any death, personal injury, loss, damage, delay or expense of whatsoever nature, whether direct or indirect, due to or resulting from the provision or non-provision of any crew change service or any other transport service for transport of any person to or from the Vessel or the performance or non-performance of any activity or obligation in relation thereto.

8.1.4 DanPilot shall not be liable to a Customer, a Vessel, an Owner, an Owners Party or any other party, including any crew person or other person on the Vessel who receives or sends or is to receive or send any package or goods, for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, including any loss of or damage to, delay in transport of or non-transport of any packages or goods, due to or resulting from the provision or non-provision of any transport service for transport of any package or goods to or from the Vessel or the performance or non-performance of any activity or obligation in relation thereto.

8.1.5 Notwithstanding any other term or condition of these standard terms and conditions, DanPilot shall not in any event or circumstance be liable to a Customer, a Vessel, an Owner, an Owners Party or any other party or person for any Consequential Loss or Damage.

8.2 Limitation of liability amounts

8.2.1 DanPilot's liability for each incident or series of incidents giving rise to a claim or claims shall be limited to an amount equal to 25 times (2.500 % of) the service fee for the service(s) to which the claim or claims are related or a total limitation amount of DKK 5.000.000, whichever is the lesser of the two said amounts.

8.3 Himalaya clause

8.3.1 It is hereby expressly agreed that no DanPilot Employee or sub-contractor or its Employees from time to time employed by DanPilot shall under any circumstances whatsoever and Regardless of Cause be under any liability whatsoever to a Customer, a Vessel, an Owner, an Owners Party or any other 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 terms in clauses 6-8, 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 or to which DanPilot is entitled hereunder shall also be available and shall extend to protect every such DanPilot Employee and every sub-contractor and its Employees from time to time employed by DanPilot. For the purpose of the terms in clauses 6-8, DanPilot is or shall be deemed to be acting also as agent or trustee on behalf of and for the benefit of all persons who are or might be DanPilot's Employees or sub-contractor or its Employees from time to time employed by DanPilot, 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.

9 Indemnification

9.1 The Customer and the Owners undertake to indemnify DanPilot and its pilots, other Employees and subcontractors for any and all losses, damages and costs suffered or otherwise incurred by them due to a breach of these standard terms and conditions and/or fault or neglect of the Customer, the Owners, Owners Parties or their agents, subcontractors, representatives or Employees, whether or not onboard the Vessel.

9.2 The Customer and the Owners also undertake to hold DanPilot and its pilots, other Employees and subcontractors harmless against any and all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with any Pilotage Services and/or Auxiliary Services, and against and in respect of all costs, loss, damages, lawsuits, judgments and/or expenses (including legal costs and expenses on a full indemnity basis) which DanPilot may suffer or incur (either directly or indirectly) in the course of or which may arise out of the performance of any Service.

10 Sanctions and Export Control

10.1 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 Auxiliary Service which is to be or is provided by DanPilot to the Customer, the Owners and/or the Vessel.

10.2 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.

10.3 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 and/or Auxiliary Service which is to be or is provided by DanPilot to the Customer, the Owners and/or the Vessel.

10.4 The Customer and the Owners represent and warrant that any Transaction which is subject to these standard terms and conditions is in accordance and compliance with Sanctions and Export Control Rules.

10.5 The Customer and the Owners represent and warrant that DanPilot's provision of Pilotage Services and Auxiliary Services to the Customer, the Owners and/or the Vessel will not have the effect that DanPilot does not act in accordance and compliance with Sanctions and Export Control Rules.

10.6 If the Customer or the Owners does not perform an obligation or breaches a representation or a warranty under this clause 10 on sanctions and export control, then DanPilot may terminate, with immediate effect, any Transaction which, directly or indirectly, is related to or affected by the non-performance or breach by giving notice of termination in writing to the Customer and/or the Owner.

10.7 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 10 on sanctions and export control.

11 Applicable law and dispute settlement

11.1 These standard terms and conditions and any related matter, including any dispute arising out of or in relation to these standard terms and conditions or any agreement on or provision of Pilotage Services and/or Auxiliary Services, shall be governed by and interpreted in accordance with Danish law without regard to the choice of law rules applicable in Denmark.

11.2 Any dispute arising out of or in connection with these standard terms and conditions or any agreement on or provision of Pilotage Services and/or Auxiliary Services shall be subject to the jurisdiction of the Maritime and Commercial Court in Copenhagen, or, if the Maritime and Commercial Court in Copenhagen should find that it does not have jurisdiction to consider the matter, by the Copenhagen City Court. Notwithstanding this, DanPilot may choose to raise a claim against the Customer, the Owners, the Vessel or any third party in the jurisdiction which is deemed applicable or convenient by DanPilot for the purpose of securing payment of any due amount to DanPilot. Such proceedings shall be governed by the substantive and procedural law of such jurisdiction.

12 Entry into force

12.1 These standard terms and conditions shall enter into force as of 23 March 2026. DanPilot reserves the right to make any changes to these standard terms and conditions. These standard terms and conditions and any future changes thereto are available at the internet site https://danpilot.dk/rate-calculator/.