

1. PREFACE

Port of Aarhus handles the public pilotage in Port of Aarhus. Port of Aarhus is under Danish law obliged to deliver pilotage to all ships calling the port.

These service terms and conditions apply to all pilotage services provided by Port of Aarhus. The service terms and conditions and any future changes thereto are found on Port of Aarhus's homepage: www.portofaarhus.dk

2. REQUEST FOR PILOTAGE SERVICE

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

2.1. VESSELS CALLING AT PORT OF AARHUS

Vessels requesting pilotage service to call at Port of Aarhus shall provide the port with a notice 24 hours prior to the vessel's arrival at the pilot boarding point. The information must be provided by e-mail. If there is a change in the Time of Arrival given in the advance notice, Port of Aarhus must be informed of the change without delay. Time of Arrival must be reconfirmed to Port of Aarhus by means of VHF with a notice of 2 hours – the latter being communicated via VHF ch 12. On requesting the pilotage service vessels shall provide information on the relevant entity billable for the pilotage service including full details on the payer be it the vessel's owner, agent or charterer etc. Changes to Time of Arrival, or failure to provide a notice of at least 24 hours may result in additional expenses.

2.2. VESSELS DEPARTING FROM DANISH PORTS

Vessels requesting pilotage service to depart from Port of Aarhus shall provide Port of Aarhus with a notice 2 hours prior to the vessel's departure. The information must be provided by phone or by VHF ch12. Changes to Time of Departure, or failure to provide a notice of at least 2 hours may result in additional expenses.

2.3. FAILURE TO SUBMIT RELEVANT AND TIMELY INFORMATION

If the vessel fails to provide the information specified in these service terms and conditions in the manner required or in accordance with the specified timetables, additional expenses may be incurred, and Port of Aarhus may not be able to provide that vessel with the requested pilotage service within the desired timeframe and is under no obligation to do so or to attempt to do so.

3. VESSELS MUST ENSURE SAFE RIGGINGS FOR PILOTS

Port of Aarhus's pilotage service is based on the embarking/disembarking of pilots using traditional rope ladders to and from the pilot boat. All vessels requesting pilotage services from Port of Aarhus 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. Vessels departing from port must provide a proper gangway in accordance with the governing principal requirements. Any failure to comply with these requirements will lead to the immediate discontinuation of the pilotage operation and Port of Aarhus is not liable for compensation for any loss or inconvenience suffered by the vessel or any other party resulting from this.

4. FEES AND PAYMENT

Pilotage services are invoiced to the billable entity given by the requesting vessel. Payment of fees is due 8 days after the date of invoice.

More information in our Terms and Conditions of Business on www.portofaarhus.dk

4.1 WHEN FAILING TO MEET AGREED TIME OF ARRIVAL / TIME OF DEPARTURE, DELAY / WAITING TIME OR CANCELLATION

In the event that a vessel fails to meet the agreed Time of Arrival / Time of Departure, Delay / Waiting Time or Cancellation in accordance with our official notice requirements, the order will be subject to On Call Fee. Port of Aarhus's rates for On Call Fee can be found in our Terms and Conditions of Business on www.portofaarhus.dk

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), Port of Aarhus shall be under no liability whatsoever to the Owners 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, save where loss, damage, delay or expense has resulted from Port of Aarhus'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. Port of Aarhus's liability for each 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, Port of Aarhus 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.

(C) INDEMNITY

Except to the extent and solely for the amount therein set out that Port of Aarhus would be liable under Sub-clause 5(b), the party requesting pilotage services hereby undertakes to keep Port of Aarhus and its pilots, other employees and subcontractors indemnified and to hold them 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 the performance of pilotage 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 Port of Aarhus may suffer or incur (either directly or indirectly) in the course of or which may arise out of the performance of the pilotage services.

(D) "HIMALAYA"

It is hereby expressly agreed that no pilot, other employee or agent of Port of Aarhus (including any sub-contractor employed by Port of Aarhus from time to time) shall in any circumstances whatsoever be under any liability whatsoever to the party requesting the pilotage services for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his or her part while acting in the course of or in connection with the employment and, 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, defence and immunity of whatsoever nature applicable to Port of Aarhus or to which Port of Aarhus is entitled hereunder shall also be available and shall extend to protect every such pilot, other employee or agent of Port of Aarhus acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 5 (Responsibilities) Port of Aarhus is 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 servants or agents 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.

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

7. THE ENTRY INTO FORCE

These service terms and conditions shall enter into force as of 1 November 2022. Port of Aarhus reserves the right to make changes to the service terms and conditions.