

European Standard Terms

All towage and assistance are undertaken subject to the European Tugowners' Standard Conditions (see below). Any dispute arising hereunder shall be exclusively determined by the Maritime and Commercial Court of Copenhagen, Denmark, in accordance with Danish law.

European Tugowners' Standard Conditions of 1959, revised 1974 and 1985

The tugboat enterprise (hereinafter referred to as "the Company") provides assistance and/or towing services under the following conditions:

1. Definitions

- The expression "**Hirer**" in these conditions means the entity or individual who has ordered the service or on whose behalf the service has been ordered.
- The expression "**damage**" in these conditions means economic loss of any kind, including but not limited to total loss, damage, loss of income, expenses, and loss of or damage to cargo on board the vessel being towed.

2. The Company's Liability Towards the Hirer

The Company shall not be liable for damage caused to the Hirer in connection with the towage service unless such damage results from fault or neglect on the part of the Company's management. However, the Company shall not be liable for fault or neglect committed by any person in the Company's management when acting in their capacity as master of the tug or as a member of its crew.

In no case shall the Hirer be entitled to claim damages from the master of a tug, a crew member, a pilot, or any other person employed by the Company.

The Company's liability shall in any case not exceed DKK 100,000.

3. The Hirer's Liability Towards the Company

The Hirer shall indemnify the Company for any damage caused to the Company in connection with the towage service, unless the Hirer can demonstrate that neither they nor any party for whose actions they are responsible, has wholly or partially caused the damage through fault or neglect.

If the Company is held liable for damage caused to a third party in connection with the towage service, the Hirer shall indemnify the Company unless the Company would have been liable to the Hirer if the damage had been suffered by the Hirer.

This is a free translation of the original Danish version of the Scandinavian Tugowners' Standard Conditions of 1959, revised 1974 and 1985. In the event of a dispute, the Danish text shall prevail.

Additional Clause

For all assistance and/or towing, as well as the transport of persons, goods, fresh water etc., the following conditions apply:

European Tugowners' Standard Conditions of 1959, revised 1974

The tugboat enterprise (hereinafter referred to as "the Company") provides assistance and/or towing services under the following conditions.

1. Definitions

- The expression "Hirer" in these conditions means the entity or individual who has ordered the service or on whose behalf the service has been ordered.
- The expression "damage" means economic losses of all kinds, including but not limited to total loss, damage, loss of income and expenses, and also loss of or damage to cargo on board the vessel in tow.

2. The Company's Liability Towards the Hirer

The Company shall not be liable for damage caused to the Hirer in connection with the towage service unless it results from fault or neglect on the part of the Company's management. However, the Company shall not be liable for such fault or neglect when committed by a member of the Company's management acting as master of a tug or as a crew member.

The Hirer shall not, in any case, be entitled to damages from the master of a tug, a member of its crew, a pilot, or anyone else employed by the Company.

The Company's liability shall not exceed DKK 100,000.

3. The Hirer's Liability Towards the Company

The Hirer shall indemnify the Company for any damage caused in connection with the towage service unless the Hirer can prove that neither they nor any party for whom they are responsible has caused the damage in whole or in part through fault or neglect.

If the Company is held liable for damage caused to a third party in connection with the towage service, the Hirer shall indemnify the Company unless the Company would have been liable to the Hirer if the damage had been sustained by the Hirer.

In the event of a dispute, the Danish, Norwegian or Swedish text shall prevail, respectively.