



## GAC Norway - Terms and Conditions for Shipping

### 1. Definitions

"**Agreement**" shall mean any contract or agreement whether verbal or in writing for GAC's performance of Services on behalf of the Principal, including these STCs.

"**FDA**" shall mean Final Disbursement Account.

"**GAC**" shall mean GAC Norway AS - as agent only.

"**PDA**" shall mean Proforma Disbursement Account.

"**Principal**" shall mean the person or entity for which GAC is performing Services.

"**Services**" shall mean all commercial assignments carried out by GAC on behalf of the Principal, except for the product categories "Logistics", "Marine" and "Bunker".

### 2. Scope and application

These STCs shall be applicable to all Services rendered by GAC to the Principal unless the Principal objects in writing within 24 hours after i) GAC has commenced performing Services for the Principal, or ii) electronic receipt of order confirmation from GAC.

GAC Shipping Services STCs apply to all Services carried out by GAC with exception of "Logistics", "Marine" and "Bunker" services. Wherever there is a separate signed agreement between the Principal and GAC the STC will apply, but in case and to the extent of conflict with the terms of the STC the terms of the signed agreement will prevail.

If GAC Shipping coordinate logistics services for principal the general conditions for logistics applies for these services.

### 3. GAC's duties – agent only

GAC shall perform such services as requested by the Principal and agreed between the parties as agents only for and on behalf of the Principal.

### 4. Instructions

The Principal is responsible to provide GAC with all information and instructions relevant for GAC to carry out the Services. GAC may in its sole discretion rely on such information as being correct and complete and the Principal shall have no claim against GAC for any damage or losses incurred as a result of incorrect or incomplete information provided by the Principal.

If instructions are insufficient and there is no time to obtain the information required, GAC will carry out the assignment in accordance with best industry practice and will in such cases not be liable for any claims or losses thereby incurred except to the extent caused by proven gross negligence or wilful misconduct by GAC.

GAC may to the extent necessary to carry out the Services share all information and instructions received from the Principal with suppliers.



## **5. Liability**

GAC shall only be liable towards the Principal for late -, deficient or non-performance of the Agreement in case of proven gross negligent acts, errors or omissions of GAC.

Notwithstanding the above, GAC shall in no event be liable for indirect or consequential losses, including but not limited to loss of profits, use, contracts, business opportunity or wasted expenditure.

GAC's maximum cumulative liability is in any event, and notwithstanding any provision to the contrary or whether such liability arises from contract or at law, limited to the lower of: i) 15 % of the price payable by the Principal under the Agreement, or ii) NOK 1,000,000.-.

The Principal shall indemnify GAC for any loss and claims arising out of damage or loss to any property or personnel of the Principal (including any vessels and or goods owned by the Principal or in the Principal's control) arising out of or in relation to the Services

The Principal shall indemnify GAC against any loss and or damage arising out of or in relation to the Principal's failure to comply with applicable law or regulations.

The Principal shall indemnify GAC against any charges levied by government authorities in relation to the Services, including but not limited to fees, penalties, duties and taxes (including Value Added Tax).

Indemnities given by the Principal under the Agreement shall apply irrespective of cause and of any fault, omission or negligence of any kind or nature by GAC.

## **6. Selection of third-party services**

GAC may in its absolute discretion decide the manner in which it carries out the Services as well as the suppliers employed for that purpose. GAC acts as Agent only for and on behalf of the Principal and have authority to place orders with suppliers of goods and services as Agent for the Principal. GAC shall not be liable to pay any debts due to suppliers.

If any other party seeks to hold GAC jointly or severally liable for any of the Principal's liabilities, then the Principal shall indemnify and hold harmless GAC for any claims made in respect thereof. The Principal shall have no claim against GAC for the performance or non-performance or the negligence of any kind or sort of any third party employed by GAC on behalf of the Principal for the purpose of carrying out the Services.

## **7. Remuneration**

The Principal shall receive a PDA from GAC where all standard Service fees including Agency fee shall be included. The definition of the Service fees is available to the Principal at request. For services performed but not included in a commercial proposal or PDA the standard GAC tariff will apply unless otherwise agreed in writing.

## **8. Funds in Advance**

Unless agreed in writing GAC requires funds in advance equivalent to the total estimated cost for the Principal's account - PDA. The funds shall be received into a nominated bank account before the vessel's arrival. If unforeseen expenses are incurred, additional funds may be requested. GAC is responsible to ensure that the PDA is as accurate as possible. FDA might still differ from PDA from various reasons beyond GAC's control and the Principal is liable to pay the full amount stated in the FDA. Inversely, GAC shall transfer back any excess funds to the principal without delay after completion of the Services.



If funds are not received prior to the vessel's arrival, GAC can in its sole discretion refuse to provide the Services until funds or other satisfactory guarantees are received.

#### **9. Outstanding balance**

Outstanding amounts will accrue fees and interest in accordance with the Norwegian Act Relating to Interest on Overdue Payments (01.07.2019: 9.25% p.a.). GAC reserves the right to set-off any claims against other amounts held in favour of the Principal. GAC also has lien and/or right of retention on goods and/or equipment, including Bills of Lading or other documents representing goods in GAC's custody.

#### **10. Payment terms and Invoicing**

GAC issues electronic invoices as standard unless otherwise agreed in writing. Original invoices are stored for 5 years and may be obtained upon request. Payments terms are 10 days after issuing of an invoice unless otherwise agreed in writing. Payment by credit card is subject to a fee of 4,5% or minimum NOK 100 per transaction.

#### **11. Termination**

GAC may terminate the Agreement with immediate effect by written notice if the Principal is in material breach of its obligations. Material breach shall include, but not be limited to, the Principal's failure to pay any invoice within 5 days of its due date or any failure to comply with applicable laws and regulations.

If the Agreement is terminated in accordance with the clause above, the Principal shall be liable for all costs and losses incurred, whether direct or indirect, resulting from the material breach and/or termination.

#### **12. Governing Law**

The Agreement shall be governed by Norwegian law and any dispute arising out of or in relation to these STCs shall be resolved by court proceedings in Bergen, Norway unless agreed otherwise in writing.

