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# MARINE ADVISORY SERVICE GENERAL TERMS AND CONDITIONS



**PSA MARINE (PTE) LTD**

**MARINE ADVISORY SERVICE GENERAL TERMS AND CONDITIONS**

**1 Definitions**

1.1 In the Marine Advisory Service General Terms and Conditions, the following terms shall have the following meanings unless the context requires otherwise or where it is otherwise stated:

**“Applicable Laws”** means, all national, federal, central, state, provincial or county-level legislations, statutes, acts, decrees, ordinances, orders, judicial pronouncements, policies, circulars, rules, regulations, notifications and by-laws applicable to a Person, waters and/or the Vessel(s);

**“Authority”** means (including but not limited to the Maritime & Port Authority of Singapore), any applicable international or local government, governmental, regulatory or administrative body, department, commission, agency or entity and judicial bodies, tribunals and courts, with central, state or local jurisdiction over a Person, Vessel, waters, Company’s premises and/or the Services;

**“Contract”** means any agreement between the Hirer and the Company in connection with the provision of Services including but not limited to the MAS GTCs and the Price List.

**“Company”** means PSA Marine (Pte) Ltd, its subsidiaries, successors in title and/or assigns.

**“Disembarkation Location”** Means the rendezvous position for the Straits Pilot to disembark the Vessel as may be confirmed and/or amended by the Company from time to time.

**“Embarkation Location”** means the rendezvous position for the Straits Pilot to embark the Vessel as may be confirmed and/or amended by the Company from time to time.

**“Embarkation Time”** means the time for the Straits Pilot to embark and/or board the Vessel as may be confirmed and/or amended by the Company from time to time.

**“Force Majeure”**

means any event or circumstance or combination of events or circumstances (including the effects of such events and circumstances or combination of events or circumstances) not within the reasonable control of a party, whether or not foreseen, including but not limited to the following:

- (a) any act of war (whether declared or undeclared), rebellion, looting, armed conflict or act of foreign enemy, blockade, civil commotion, embargo, hijacking, insurrection, invasion, occupation, lock-out, military operations, revolution, riot, political act, sabotage, or act of terrorism;
- (b) any interruption (whether partial or otherwise) to a party’s ordinary business where such interruption is caused by, arises out of or in connection with any:
  - (i) cyber-attack, cyber-crime, or cyber-terrorism;
  - (ii) ransomware, phishing or any other compromise, damage, digital attack, or unauthorised access to a party’s computer network, data, devices, programs, or sensitive information;
  - (iii) data breach; or
  - (iv) power outage;
- (c) chemical contaminations, cyclones, earthquakes, explosions, fires, smoke, atomic nuclear reaction, haze, floods, lightning, storms, tornados, tsunamis, typhoons, peril of the sea, breaking adrift of any vessel, obstruction to shipping or roads that provide access or egress to and from the Company’s premises for the purposes of the company providing the Services or any other forces of nature;
- (d) compliance with any law, regulation or ordinance, orders, demands or requests

of any Authority; means any person not belonging to a Vessel who has the conduct thereof.

- (e) pandemic, epidemics, plagues, lock-downs or quarantine restrictions;
- (f) labour disputes, work to rule or strikes; and/or
- (g) governmental interventions, requisitions, or mobilisations or other national emergencies.

<b>“Hirer”</b>	means any Person who has requested and/or any Person whose behalf a request is made for the Company to provide the Services.
<b>“Straits Pilot”</b>	means a Pilot employed by the Company.
<b>“MAS GTCs”</b>	means these Marine Advisory Service General Terms and Conditions.
<b>“Pilot”</b>	shall have the meanings ascribed thereto in the Maritime Port and Authority of Singapore Act 1996 and the Maritime and Port Authority of Singapore (Pilotage) Regulations (as may be amended or revised from time to time);
<b>“Person”</b>	includes any individual, person(s) or any body or bodies corporate.
<b>“Personal Data”</b>	means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which the Company and/or the Hirer has or is likely to have access.
<b>“Price List”</b>	means any of the prices as specified in <b>Schedule 2</b> hereto.
<b>“Sanctions”</b>	means sanctions imposed by organizations such as the United Nations, by Singapore or by individual countries or union of countries from time to time. This includes all sanctions regimes applicable to the parties involved for any such Services provided.

- “Sanctioned Party” or “Sanctioned Parties”** means any Person or entity which is the target of any Sanctions or connected to and controlled by a sanctioned party, that has been included on any list of restricted persons as being a target of Sanctions. For this purpose, “control” means the ability to influence the decision-making; more than 50% or more of the total issued shares; majority voting rights (either individually or in the aggregate, directly or indirectly) and or control of the composition of the board of directors.
- “Sanctioned Goods”** means any goods or items that are prohibited as described within any applicable sanctions list, and without the required permit or licence obtained from the necessary regulating authority.
- “Sanctioned Country”** means any countries that are designated as subject to Sanctions according to the relevant applicable regulating authority.
- “Services”** means any of the service(s) specified in **Schedule 1** hereto.
- “SOMS”** collectively means the Straits of Malacca and the Singapore Strait.
- “Vessel(s)”** means any vessel, ship or craft or object of whatsoever nature in respect of which the Company agrees to provide the Services.
- 1.2 Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine or neuter gender.
- 1.3 In the event of any conflict or inconsistency between the terms of the Contract and the MAS GTCs, the former shall prevail to the extent of such conflict or inconsistency.
- 2 Services**
- 2.1 Appointment
- 2.1.1 The Company hereby agrees to provide the Services in accordance with the Contract and the MAS GTCs provided that the Hirer and Vessel are not:-  
 (a) subject to any applicable Sanctions;  
 (b) a Sanctioned Party;  
 (c) coming from or going to a Sanctioned country; or  
 (d) in possession of, or carrying, Sanctioned goods.
- 2.2 Straits Pilot

- 2.2.1 The Services shall be provided by a Straits Pilot.
- 2.2.2 Whilst providing the Services or whilst at the request, express or implied, of the Hirer providing any service other than the Services, the Straits Pilot shall be deemed to be the servant of the owner, demise charterer and/or master of the Vessel, notwithstanding that the Straits Pilot may be employed and/or paid by the Company, and the owner, demise charterer and/or master of the Vessel shall be accordingly be vicariously liable for any act or omission by any act or omission by any such person so deemed to be the servant of the owner, demise charterer and/or master of the Vessel.
- 2.2.3 The Company shall be entitled at any time at its sole discretion to:-
- (a) substitute the Straits Pilot providing the Services; and
  - (b) sub-contract the provision of the Services whether in whole or in part on any terms to any other Person(s).

2.3 Assistance to Vessels in Distress

The Company and the Straits Pilot are entitled to interrupt the provision of Services in order to go to the aid or assistance of vessels in distress.

**3 Hirer's obligations, representations and responsibilities**

3.1 Charges

- 3.1.1 Unless otherwise notified by the Company, charges for the Services provided by the Company shall be in accordance with the Price List as set out in **Schedule 2** and the Price List shall form an integral part of the MAS GTCs.
- 3.1.2 Any Services which are not provided for in the Price List shall be charged at the rate fixed and/or notified by the Company prior to providing such Services.
- 3.1.3 The Company shall be entitled, where appropriate, to impose goods and services tax in respect of the charges for the Services.
- 3.1.4 The Hirer shall pay the charges for the Services within thirty (30) running calendar days from the date of the invoice issued by the Company. The Hirer shall pay to the Company, in cash or as otherwise agreed, all sums immediately when due without deduction or deferment on account of any claim, counterclaims or set-off.
- 3.1.5 Nothing herein shall limit, prejudice or preclude in any way any rights which the Company, the Straits Pilot, the Company's servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services or assistance rendered to the Vessel. For the avoidance of doubt, the charges set out in **Schedule 2** do not include any

Services rendered under extraordinary circumstances, including but not limited to tug assistance, fire-fighting, anti-pollution services and salvage.

### 3.2 Representations and Warranties

3.2.1 The Hirer represents and warrants that it is the owner, demise charterer or master of the Vessel.

3.2.2 The Hirer represents and warrants that the Hirer and Vessel are not:-

- (a) subject to any applicable Sanctions;
- (a) a Sanctioned Party;
- (b) coming from or going to a Sanctioned country; or
- (c) in possession of, or carrying, Sanctioned goods.

3.2.3 Where the Hirer is neither the owner, demise charterer nor the master of the Vessel:-

- (a) the Hirer represents and warrants that it is the authorized agent of the owner, demise charterer and/or master of the Vessel and that he is duly authorized to make and does make the Contract subject to the MAS GTCs on their behalf;
- (b) the owner, demise charterer and the master of the Vessel shall (in addition to the Hirer) be jointly and severally bound by and liable for all obligations and liabilities under the Contract as if they were themselves the Hirer, whether or not the Hirer purports to contract as managers, agents and/or brokers only;
- (c) the Company's performance of the Services shall always take place for the account of the owner, demise charterer and the master of the Vessel, all of whom shall, together with the Hirer, remain joint and severally liable for all obligations and liabilities under the Contract;
- (d) accordingly, all references to the 'Hirer' in the Contract and the MAS GTCs shall include the owner, demise charterer and the master of the Vessel.

### 3.3. Undertakings and Obligations

3.3.1 The Hirer hereby undertakes as follows:

- (a) to authorize and ratify at all times all or any of the acts, matters or things done, carried out or performed by the Company on behalf of or in the name of the Hirer in connection with the Contract;
- (b) to comply with all instructions, directions, notices, advice, requests and/or orders by the Straits Pilot in course of performing the Services and/or otherwise in connection with the Services;
- (c) to provide access to the Vessel and to permit use by the Straits Pilot, the Company, the Company's servants and agents in connection with the provision of the Services and all utilities, facilities and equipment

necessary for such use including electricity, food, water and telecommunications;

(d) to ensure the safe operation, management and navigation of the Vessel at all times;

(e) to promptly provide to the Company all information, cooperation and assistance as may be required by the Company from time to time or as may be necessary in connection with the Services including but not limited to:-

- (i) notifying the Company of the Vessel's estimated date and time of arrival at the Embarkation Location ("**ETA**") at least four (4) running calendar days before the Vessel's ETA;
- (ii) notifying the Company of the specific type of service(s) required at least four (4) running calendar days before the ETA;
- (iii) notifying the Company of updated ETA seventy-two (72) hours and thirty-six (36) hours respectively before the ETA; and
- (iv) immediately notifying the Company of any changes to the ETA exceeding two (2) hours.

#### **4 Representatives**

4.1 The Company, the Straits Pilot, the Company's servants, agents and subcontractors shall be entitled to act upon any instruction, request, notice or other communication from the Hirer's representative(s) (including but not limited to the master and/or crew of the Vessel or the Hirer's agents, servants or sub-contractors), whether given directly or indirectly, without prior reference to the Hirer.

4.2 Advice, instructions, directions, notices and information provided by the Company, the Straits Pilot, the Company's servants, agents and subcontractors, in whatever form as they may be given are provided for the sole and exclusive benefit of the Hirer. Subject to Clause 8.3 below, the Hirer, its servants, agents and/or sub-contractors shall not disclose any such advice, instructions, directions, notices and information and the Hirer shall defend, indemnify and hold harmless the Company, the Straits Pilot, the Company's servants, agents and sub-contractors for all claims, liabilities, losses, damages, costs and expenses arising out of any other person relying on and/or attempting to rely on any such advice, instructions, directions, notices and information.

4.3 The Company shall be entitled to enter into contracts on behalf of itself or the Hirer and without notice to the Hirer for the performance of the Company's obligations under the Contract, and to do such acts as in the Company's sole opinion as may be necessary or incidental to the performance of the Company's obligations under the Contract.

4.4 The Hirer, the Company, their servants, agents and sub-contractors shall at all times comply with all Applicable Laws and Sanctions.

## 5 Liability

5.1 Whilst providing the Services or whilst at the request, express or implied, of the Hirer providing any service other than the Services, the Straits Pilot shall be deemed to be the servant of the owner, demise charterer and/or master of the Vessel, notwithstanding that the Straits Pilot may be employed and/or paid by the Company, and the owner, demise charterer and/or master of the Vessel shall be accordingly be vicariously liable for any act or omission by any act or omission by any such person so deemed to be the servant of the owner, demise charterer and/or master of the Vessel. The owner, demise charterer and/or master of the Vessel shall be answerable for any claims, loss or damage caused by the Vessel or by any fault of the navigation, without claim against the Company, the Straits Pilot, the Company's servants, agents and sub-contractors.

5.2 The Company, the Straits Pilot, the Company's servants, agents and subcontractors shall not be liable for any claims, losses, damages, costs and expenses (including but not limited to any consequential or special losses and damages) of whatsoever description and howsoever arising. Strictly without prejudice to the generality of the foregoing, the Company, the Straits Pilot, the Company's servants, agents and sub-contractors shall not be liable for:-

- (a) damage of any description whatsoever to the Vessel or any cargo or other thing on board or being loaded / discharged or intended to be loaded onto / discharged from the Vessel or to any other object or property;
- (b) loss of the Vessel or any cargo or other thing onboard or being loaded / discharged or intended to be loaded onto / discharged from the Vessel or to any other object or property;
- (c) any claim by a third party to the Contract for claims, losses, damages, costs and/or expenses of any description whatsoever; and/or
- (d) any claims, losses, damages, costs and/or expenses caused by or contributed to or arising out of any delay in arrival at the Embarkation Location, delay / detention of the Vessel or of the cargo on board or being loaded / discharged or intended to be loaded onto / discharged from the Vessel,

arising, whether directly or indirectly, from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence on the part of the Company, the Straits Pilot, the Company's servants, agents and subcontractors.

5.3 The Company, the Straits Pilot, the Company's servants, agents and/or sub-contractors shall under no circumstances whatsoever be liable for any claims, losses, damages, costs and/or expenses arising from:-

- (a) the act or omission of the Hirer, its servants, agents and/or subcontractors (including but not limited to the Master and/or crew of the Vessel); and/or
- (b) the Company, the Straits Pilot, the Company's servants, agents and/or sub-contractors acting on or complying with any notices, requests, directions, instructions and/or orders given by or on behalf of the Hirer, its servants, agents and/or sub-contractors (including but not limited to the Master and/or crew of the Vessel).

5.4. The Company, the Straits Pilot, the Company's servants, agents and/or sub-contractors shall under no circumstances whatsoever be liable for any claims, losses, damages costs and/or expenses of any nature or description whatsoever arising from, caused and/or contributed (whether directly or indirectly) by any circumstance(s) which is / are beyond the Company's reasonable control, including but not limited to any congestion at the SOMS, any port, terminal, anchorages, jetties and/or berths, the unavailability and/or unsuitability of the Embarkation Location, embarkation, disembarkation and/or boarding grounds, jetties, berths and/or anchorages, the weather, draft, tide and water conditions in any waters, seas, ports, terminals, jetties, anchorages and/or berths (including but not limited to those in or around the port of Singapore and the SOMS) and/or the condition of the Vessel.

5.5 For the avoidance of doubt, the Company, the Straits Pilot, the Company's servants, agents and/or sub-contractors expressly disclaim and do not warrant the completion of the provision of the Services within any stipulated time(s).

5.6 In no event shall the Company's liability under the Contract exceed the sum total of the remuneration actually received by the Company under the Contract on the date of the event upon which the liability arose.

5.7 The Hirer expressly acknowledges that the Contract and its terms (including the MAS GTCs) satisfy the requirements of reasonableness under the Unfair Contract Terms Act (Cap. 396).

## **6 Indemnity and Reimbursement**

6.1 The Hirer shall indemnify, defend and hold the Company, the Straits Pilot, the Company's servants, agents and sub-contractors harmless from and against any claims, damages, liabilities, costs and expenses howsoever arising or caused, suffered by or made against the Company, the Straits Pilot, the Company's servants, agents and sub-contractors and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the Vessel even if the same arises from or is caused by the negligence of the Company, the Straits Pilot, the Company's servants, agents and/or sub-contractors.

- 6.2 Without prejudice to the generality of Clause 6.1 above, the Hirer shall indemnify, defend and hold the Company, the Straits Pilot, the Company's servants, agents and sub-contractors harmless from and against any claims, damages, liabilities, costs and expenses arising from damage or destruction of property, penalties, fines, charges or expenses imposed on or incurred by the Company for any violation of Applicable Laws and Sanctions the Hirer may be in breach of, order or ordinance in connection with the performance of the Services.

## **7 Suspension and Termination**

- 7.1 Without prejudice to any other rights or remedies the Company may have, the Company shall be entitled to:-

- (i) suspend forthwith upon notice to the hirer any or all of the Company's obligations under the Contract, including but not limited to the provision of the Services; or
- (ii) terminate the Contract forthwith upon notice to the Hirer; and

leave the Vessel in a place where the Hirer may take repossession of its upon the occurrence of any one or more of the following events:-

- (a) any sum(s) payable under the Contract has not been paid within seven (7) running calendar days of the date such sum(s) is / are due;
- (b) any breach of any material obligation on the part of the Hirer under the Contract, including breach of applicable Sanctions;
- (c) without prejudice to the generality of sub-paragraph (b) above, any breach of any term of the MAS GTCs by the Hirer; or
- (d) any application, corporate action, legal proceedings or other procedure or step is taken or any order or judgment is given by any court in relation to the suspension of payments, moratorium of indebtedness, bankruptcy, insolvency, winding-up, dissolution, administration, judicial management, supervision or re-organization (by way of voluntary arrangement, scheme of arrangement), making of any special arrangement with creditors, liquidation, receivership or judicial management of the Hirer, or any analogous procedure or step is taken in any jurisdiction.

- 7.2 In the event that the Company elects to suspend any or all of its obligations under the Contract:-

- (a) the said suspension shall subsist unless otherwise notified by the Company;
- (b) the said suspension shall not in any way be construed as a suspension and/or waiver of the Company's rights and/or the Hirer's obligations under the Contract and/or the Hirer's breach(es) of the Contract,

including but not limited to the Hirer's obligation to make punctual payment of the charges for the Company's services.

7.3 For the avoidance of doubt, the Company's rights of suspension and termination are cumulative and not in the alternative, in that the Company shall be entitled to first suspend any or all of its obligations under the Contract and subsequently terminate the Contract.

7.4 The termination of the Contract shall not prejudice or affect the rights, obligations and liabilities which the Company or the Hirer may have prior to termination.

7A Anti-boycott

7A.1 Notwithstanding anything to the contrary in the Contract and/or these MAS GTCs nothing in the Contract and/or these MAS GTCs is intended, and nothing herein should be interpreted or construed, to induce or require either party to act in any manner (including failing to take any actions in connection with a transaction) which is inconsistent with, penalised, or prohibited under any laws, regulations, decrees, ordinance, order, demand, request, rules or requirements of the European Union, any EU Member State, the United Nations, the United States of America, and/or the United Kingdom applicable to such party which relate to international boycotts of any type.

7A 1.1 Without prejudice to the generality of the foregoing, where an affected obligation has been suspended pursuant to this Clause, the parties shall for a period of 14 days from the date the affected party has given notice of its inability to perform:

(a) collaborate, cooperate, and/or negotiate in good faith to reach such accommodation(s), agreement(s), arrangement(s), compromise(s), concession(s), and/or understanding(s); and/or

(b) use reasonable endeavours to comply with and/or obtain such acknowledgment(s), authorisation(s), approval(s), consent(s), concession(s), extension(s), filing(s), license(s), permit(s), registration(s), waiver(s), and/or other similar documents and/or requirements, as may be reasonably required to allow and/or permit the affected obligation to be lawfully discharged.

7A 1.2 If, upon the expiry of the 14-day period as aforesaid, the affected obligation cannot be lawfully discharged, either Party shall be entitled to cancel and/or terminate the Contract without any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees, and expenses).

7A.2 Anti-corruption & Anti-bribery

7A.2.1 The Hirer shall, and shall procure that each of its employees, directors and agents shall, comply with all Applicable Laws, statutes, regulations relating to anti-bribery and anti-corruption in any jurisdiction in which the Company or its affiliates operates or conducts business, including but not limited to, the Singapore Prevention of Corruption Act 2012, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act (defined as "Anti-bribery Laws" for the purposes of this Clause 7A.2).

7A.2.2 The Hirer shall not, and shall procure that its employees, directors and agents shall not, directly or indirectly, engage in any activity, practice or conduct which would be, or would potentially be, or would reasonably be perceived to be, an offence under any Anti-bribery Laws.

7A.2.3 The Hirer shall indemnify the Company against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by any the Company as a result of any breach of this Clause 7A.2.

7A.3 Data Privacy

In the event the Hirer provides Personal Data to the Company in the course of performance of and/or anything related to or arising out of the Contract, the Customer undertakes and warrants that it has obtained all necessary consents required under applicable privacy laws, including Singapore's Personal Data Protection Act 2012, for the Company to collect, use process and/or disclose such Personal Data for all relevant purposes which the Company requires. The Hirer agrees to fully indemnify the Company against any and all actions, claims, legal costs, damages and/or other expenses which may arise out of any breach by the Hirer of this Clause 7A.3.

**8 Miscellaneous**

8.1 Interest

All sums due from either of the parties to the other which are not paid on the due date shall bear interest from day to day at the rate of 1% per month, commencing from the first day from the date on which such amount falls due for payment to the date on which the same is recovered in full by the Company.

8.2 Taxes and charges

The Hirer shall bear all taxes, charges, fees, penalties and interest (including port dues and permit fees), levied or incurred in connection with the provision of the Services.

8.3 Confidentiality

8.3.1 The Hirer agrees to keep and to ensure that its servants, agents and subcontractors shall keep confidential all information and documents related to the Contract and all matters arising or coming to their knowledge in relation to the Services and to procure that its servants and agents having access to such information or documents shall first enter into a confidentiality agreement in a form approved by the Company.

8.3.2 The obligations of the Hirer under this clause shall survive the expiry or termination of the Contract.

#### 8.4 Force majeure

8.4.1 Neither the Hirer nor the Company will be liable for any failure in performance of any obligation hereunder other than any obligation to make payment, where such failure is caused by force majeure, being any event or occurrence or circumstance reasonably beyond the control of the affected party, including but without prejudice to the generality of the foregoing, failure or delay caused by or resulting from Acts of God, strikes, fires, floods, wars (whether declared or undeclared), riots, perils of the sea, embargoes, accidents, restrictions imposed by any governmental, statutory or port or maritime authorities.

8.4.2 The party whose performance is so affected shall notify the other party hereto indicating the nature of such cause and, to the extent possible, the estimated duration of the force majeure event.

8.4.3 The time for the affected party to perform its respective obligations under the Contract (other than the obligation pay when due all sums that are owing to the other which shall not in any event be suspended) shall be extended during any period during which these obligations are prevented or hindered by reason of any force majeure event up to a period of thirty (30) running calendar days. If any of these obligations shall be prevented or hindered for more than thirty (30) running calendar days, the Company shall be entitled at its sole option and election to terminate the Contract upon written notice to the Hirer. The force majeure event shall not in any event affect the running and/or expiry of the time limited for the provision of Services as set out in paragraph 2 of **Schedule 2**.

#### 8.5 Contract document

The Schedules to the MAS GTCs shall be deemed to form and be read and construed as constituting part of the Contract.

#### 8.6 Severance

Each term, sub-provision or provision of the Contract (including the MAS GTCs) is severable from all others, and if any term, sub-provision or provision of the Contract (including the MAS GTCs) is held to be or becomes invalid, unlawful or unenforceable in any respect, then such subprovision or provision shall remain in effect to the extent permitted and

neither the legality, validity or enforceability of the Contract (including the MAS GTCs) will in any way be affected or impaired.

8.7 Entire agreement

The Contract constitutes the entire agreement between the Hirer and the Company and supersedes any prior agreement between the hirer and the Company whether written or oral in relation to the provision of Services. Further, the Hirer has not relied upon any oral or written representation made to it by the Company, the Straits Pilot, the Company's servants, agents or sub-contractors.

8.8 Assignment

The Contract shall be binding upon and inure to the benefit of the Hirer and the Company and their successors-in-title and assigns. However, the Hirer shall not without the Company's written consent assign and/or sub-contract the Contract whether in whole or in part to any party. The Company is entitled to assign and/or sub-contract the Contract and/or provision of the Services, whether in whole or in part, without notice to or consent from the Hirer.

8.9 Notices

Unless otherwise notified by the Company, any notices and communications to the Company under or in relation to the Contract shall be in English and in writing and shall be sent by registered post or email to the following registered address or email address(es):-

Registered Address: 70 West Coast Ferry Road Singapore 126800  
Email: psam\_enquiries@globalpsa.com

8.10 Headings

Headings contained in the Contract are for reference purposes only and should not be incorporated into the Contract and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

8.11 Joint and several

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout the Contract shall include all genders and the plural and the successor in title to the parties.

8.12 Governing law and jurisdiction

8.12.1 The Contract shall be governed by and construed in accordance with Singapore law and any claim or dispute arising in connection with this Contract (including any question regarding its existence, validity and/or

termination) shall be subject to the exclusive jurisdiction of the Singapore Courts.

8.12.2 Additionally, the Company shall be entitled, at its election, to commence proceedings in relation to any claim or dispute arising out of or in connection with the Contract (including any question regarding its existence, validity and/or termination) and/or the Services provided by the Company thereunder in the courts of any country other than the Singapore courts.

8.13 Rights cumulative

8.13.1 All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under the Contract shall restrict or prejudice the exercise of any other right granted by the Contract or otherwise available to it.

8.13.2 Nothing contained in the MAS GTCs shall limit, prejudice or preclude in any way any rights and defences which the Company, the Straits Pilot, the Company's servants, agents and/or sub-contractors may have under any law, statute, rules, regulations and conventions (including but not limited to any rights and/or defences of limitation, exclusion and/or exemption of liability).

8.14 Waiver

The failure by the Company to enforce at any time or for any period any one or more of the provisions of the Contract and/or the MAS GTCs shall not be a waiver of them or of the right to at any time to subsequently enforce all or any of the said provisions.

## **SCHEDULE 1: SERVICES**

1 Services

The Straits Pilot shall provide marine navigational advice and assistance, including advising the master of the Vessel and/or the officer on watch of the Vessel on:

- (1) compliance with:
  - (a) International Maritime Organization's rules for navigating in the SOMS;
  - (b) the Reporting Procedures imposed by the Maritime Authorities of Malaysia, Indonesia and Singapore; and
  - (c) the International Chamber of Shipping / Oil Companies International Marine Forum's guidelines for piloting in the SOMS.

- (2) passage planning and appropriate engine speeds to ensure adequate underkeel clearance throughout the transit;
- (3) contingency plans against piracy, oil spill and other emergencies;
- (4) the day to day tidal and weather conditions for the entire passage;
- (5) local traffic movements, fishing Vessel areas and movements of other Vessels whilst the Vessel is navigating in critical or restricted areas;
- (6) the regular broadcasts issued by the coast stations on matters affecting safety of navigation in the area (especially in relation to new wrecks and other obstructions) and keeping radio watch over the appropriate VTS channels and channel 16;
- (7) the effective and proper use of shipboard navigational equipment;
- (8) checking the appropriate position of the Vessel at regular intervals, courses laid out and the timing of each course and/or speed alteration;
- (9) communication with all closing-in Vessels early when navigating in critical areas and to ensure that any alteration of course and/or speed is made in good time under the circumstance.

## **SCHEDULE 2: PRICE LIST**

### 1 Services and Charges

PSA MARINE ADVISORY SERVICE					
EAST BOUND TRANSIT					
	FROM	EMBARKATION LOCATION	TO	DISEMBARKATION LOCATION	RATES SGD
1	RVP ONE FATHOM BANK	03-05.0 N / 100-40.0 E	MALACCA ANCHORAGE	LINGGI / UDANG / BRUAS	14,500/-
2	RVP ONE FATHOM BANK	03-05.0 N / 100-40.0 E	WESTERN OPL	OFF PELEPAS / NIPA / KARIMUN	14,500/-
3	RVP ONE FATHOM BANK	03-05.0 N / 100-40.0 E	WESTERN PILOT BOARDING STATION (PWBGA)	ALL ANCHORAGES / BERTHS AT SINGAPORE WESTERN SECTOR	14,500/-
4	RVP ONE FATHOM BANK	03-05.0 N / 100-40.0 E	RAFFLES PILOT STATION (PRAF)	SHELL SBM	14,500/-
5	RVP ONE FATHOM BANK	03-05.0 N / 100-40.0 E	EASTERN PILOT BOARDING STATION (PEBGA / PEBGB / PJSB)	ALL ANCHORAGES / BERTHS AT SINGAPORE EASTERN SECTOR	14,500/-
6	RVP ONE FATHOM BANK	03-05.0 N / 100-40.0 E	EASTERN DISEMBARKATION GROUND	01-15.5 N / 104-07.0 E	14,500/-
7	RVP BROTHERS ISLAND	03-05.0 N / 100-40.0 E	WESTERN OPL	OFF PELEPAS / NIPA / KARIMUN	7,250/-
8	RVP BROTHERS ISLAND	01-15.2 N / 103-20.0 E	WESTERN PILOT BOARDING STATION (PWBGA)	ALL ANCHORAGES / BERTHS AT SINGAPORE WESTERN SECTOR	7,250/-
9	RVP BROTHERS ISLAND	01-15.2 N / 103-20.0 E	RAFFLES PILOT STATION (PRAF)	SHELL SBM	7,250/-
10	RVP BROTHERS ISLAND	01-15.2 N / 103-20.0 E	EASTERN PILOT BOARDING STATION (PEBGA / PEBGB / PJSB)	ALL ANCHORAGES / BERTHS AT SINGAPORE EASTERN SECTOR	8,350/-
11	RVP BROTHERS ISLAND	01-15.2 N / 103-20.0 E	EASTERN OPL	OFF PENDERANG	8,350/-

12	OFF TG PELEPAS / NIPA / KARIMUN	WESTERN OPL	WESTERN PILOT BOARDING STATION (PWBGA)	ALL ANCHORAGES / BERTHS AT SINGAPORE WESTERN SECTOR	6,150/-
13	OFF TG PELEPAS	WESTERN OPL	EASTERN PILOT BOARDING STATION (PEBGA / PEBGB / PJSB)	ALL ANCHORAGES / BERTHS AT SINGAPORE EASTERN SECTOR	8,350/-
14	OFF TG PELEPAS	WESTERN OPL	EASTERN DISEMBARKATION GROUND	01-15.5 N / 104-07.0 E	8,350/-
15	OFF NIPA / KARIMIUN	WESTERN OPL	EASTERN PILOT BOARDING STATION (PEBGA / PEBGB / PJSB)	ALL ANCHORAGES / BERTHS AT SINGAPORE EASTERN SECTOR	7,250/-
16	OFF NIPA / KARIMUN	WESTERN OPL	EASTERN DISEMBARKATION GROUND	01-15.5 N / 104-07.0 E /	7,250/-
17	IN PORT SINGAPORE	ALL SINGAPORE WESTERN SECTOR ANCHORAGES / BERTHS	EASTERN DISEMBARKATION GROUND / EASTERN OPL	01-15.5 N / 104-07.0 E	7,250/-
18	IN PORT SINGAPORE	ALL SINGAPORE EASTERN SECTOR ANCHORAGES / BERTHS	TG AYAM DISEMBARKATION GROUND / EASTERN OPL	01-16.5 N / 104-12.0 E  OFF PENERANG	6,150/-
<b>WEST BOUND TRANSIT</b>					
	<b>FROM</b>	<b>EMBARKATION LOCATION</b>	<b>TO</b>	<b>DISEMBARKATION LOCATION</b>	<b>RATES SGD</b>
19	RVP TG AYAM	01-17.5 N / 104-12.0 E	ONE FATHOM BANK	03-05.0 N / 100-44.0 E	14,500/-
20	RVP TG AYAM	01-17.5 N / 104-12.0 E	MALACCA ANCHORAGE	LINGGI / UDANG / BRUAS	14,500/-
21	RVP TG AYAM	01-17.5 N / 104-12.0 E	IN PORT SINGAPORE	ALL SINGAPORE EASTERN SECTOR ANCHORAGES / BERTHS	7,250/-
22	RVP TG AYAM	01-17.5 N / 104-12.0 E	IN PORT SINGAPORE	ALL SINGAPORE WESTERN SECTOR ANCHORAGES / BERTHS	8,350/-
23	RVP TG AYAM	01-17.5 N / 104-12.0 E	WESTERN DISEMBARKATION GROUND	01-12.5 N / 103-30.5 E	8,350/-
24	RVP TG AYAM	01-17.5 N / 104-12.0 E	WESTERN OPL	OFF TG PELEPAS / NIPA / KARIMUN	8,350/-
25	IN PORT SINGAPORE	ALL SINGAPORE ANCHORAGES / BERTHS	ONE FATHOM BANK	03-05.0 N / 100-44.0 E	14,500/-
26	IN PORT SINGAPORE	ALL SINGAPORE ANCHORAGES / BERTHS	MALACCA ANCHORAGE	LINGGI / UDANG / BRUAS	14,500/-
27	IN PORT SINGAPORE	ALL SINGAPORE EASTERN SECTOR ANCHORAGES / BERTHS	WESTERN DISEMBARKATION GROUND	01-12.5 N / 103-30.5 E	7,250/-
28	IN PORT SINGAPORE	ALL SINGAPORE EASTERN SECTOR ANCHORAGES / BERTHS	WESTERN OPL	OFF TG PELEPAS / NIPA / KARIMUN	7,250/-
29	IN PORT SINGAPORE	ALL SINGAPORE WESTERN SECTOR ANCHORAGES / BERTHS	WESTERN DISEMBARKATION GROUND / WESTERN OPL	01-12.5 N / 103-30.5 E /	6,150/-
		ANCHORAGES / BERTHS	GROUND / WESTERN OPL	OFF TG PELEPAS / NIPA / KARIMUN	
30	RVP HORSBURGH	01-22.0 N / 104-23.0 E	IN PORT SINGAPORE	ALL SINGAPORE EASTERN SECTOR ANCHORAGES / BERTHS	9,000/-
31	RVP HORSBURGH	01-22.0 N / 104-23.0 E	IN PORT SINGAPORE / WESTERN OPL	ALL SINGAPORE WESTERN SECTOR ANCHORAGES / BERTHS / OFF TG PELEPAS / NIPA / KARIMUN	10,000/-
32	RVP HORSBURGH	01-28.0 N / 104-30.0 E	IN PORT SINGAPORE	ALL SINGAPORE EASTERN SECTOR ANCHORAGES / BERTHS	11,000/-
33	RVP HORSBURGH	01-28.0 N / 104-30.0 E	IN PORT SINGAPORE / WESTERN OPL	ALL SINGAPORE WESTERN SECTOR ANCHORAGES / BERTHS / OFF TG PELEPAS / NIPA / KARIMUN	12,000/-
<b>SPECIAL SERVICES / CIRCUMSTANCES</b>					

	FOR SPECIAL SERVICES AND/OR SPECIAL CIRCUMSTANCES (INCLUDING BUT NOT LIMITED TO TOWAGE SERVICES, DAMAGED VESSELS, CABLE LAYING, FPSO, OIL RIGS ETC.), THE CHARGES WOULD BE ON A CASE-BY-CASE BASIS IN ACCORDANCE WITH THE SCOPE OF SERVICES INCLUDING SERVICE DURATION, DIFFICULTY OF TOW ETC.	PRICE ON APPLICATION
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## 2 Time Limits

For services to and from One Fathom Bank / Malacca (East or West bound transits), the time limit for such services is 30 hours (base jetty to base jetty). Any time exceeding the stipulated time limit up to the time of the Straits Pilot's arrival at the base jetty will incur further charges at a rate of S\$600/- per hour. Base jetty to base jetty refers to the time when Straits Pilot leaves Port Klang / Malacca jetty to the time he arrives at Singapore Harbour Front jetty.

For services between Horsburgh Light and Brothers Island (East / West bound transits), the time limit for such services is 9 hours (base jetty to base jetty). Any time exceeding the stipulated time limit up to the time of the Straits Pilot's arrival at the base jetty will incur further charges at a rate of S\$600/- per hour. Base jetty to base jetty refers to the time when Straits Pilot leaves Singapore Harbour Front jetty to the time he arrives back.

## 3. Charges for Cancellation of Service

If any of the Service(s) is / are cancelled by the Hirer within less than twenty-four (24) hours before the confirmed Embarkation Time for orders commencing from One Fathom Bank / Malacca, there shall be a cancellation charge of 50% of the sum payable for such Service(s).

If any of the Service(s) is / are cancelled by the Hirer within less than twelve (12) hours before the confirmed Embarkation Time for orders between Horsburgh Light and Brothers Island, there shall be a cancellation charge of 50% of the sum payable for such Service(s).

The above prices include travel cost of our personnel and OPL boat costs to/from the embarkation and disembarkation locations.

NOTE: 1) The above prices are based on normal operating conditions. If the operating and location requirements are different, the Company shall be entitled at its sole discretion to amend / adjust the charges.

- 2) The Company reserves the right to change / amend the above prices at any time subject to notice being given to the Hirer before the Service(s) is / are provided.
- 3) For special Services and/or special circumstances, including but not limited to difficult tows, damaged vessels, oil rigs, the charges will be determined by the Company at its sole discretion on a case-by-case basis.
- 4) Any other charges incurred by the Company in undertaking the Services including but not limited to work permits, port administration charges, port clearance charges and equipment permit charges, shall be for the sole account of the Hirer.

