

## Scandinavian Tugowners standardvilkår af 1959, revideret 1974 og 1985

Bugserforetagende (i det følgende kaldes selskabet) udfører assistance og/eller slæbning på følgende vilkår:

1. Definitioner

Ved bestilleren menes i disse vilkår den, som har givet opdraget eller på hvis vegne opdraget er givet.

Ved skade forstås i disse vilkår økonomisk tab af enhver art, herunder totaltab, skade, indtægtstab og udgifter, inklusive tab af og skade på last i det bugserede fartøj.

2. Selskabet ansvar over for bestilleren

Selskabet er uden ansvar for skade, som påføres bestilleren i forbindelse med opdraget, med mindre skaden er en følge af fejl eller forsømmelse begået af selskabets ledelse. Dog svarer selskabet ikke for fejl eller forsømmelse begået af en person i selskabets ledelse i dennes egenskab af kaptajn på bugserbåd eller medlem af dens besætning.

Bestilleren kan ikke i noget tilfælde kræve erstatning af bugserbådskaptajn eller medlem af den besætning eller lods eller nogen anden, som er i tjeneste hos selskabet.

Selskabets ansvar kan ikke i noget tilfælde overstige DKK 100.000

3. Bestillerens ansvar over for selskabet

Bestilleren skal erstatte al skade, som påføres selskabet i forbindelse med opdraget, med mindre han beviser, at hverken han selv eller nogen, for hvem han svarer, gennem fejl eller forsømmelse helt eller delvis har forårsaget skaden.

Holdes selskabet i forbindelse med opdraget ansvarligt for skade, som er påført tredjemand, skal bestilleren holde selskabet skadesløst, med mindre skaden er opstået under sådanne omstændigheder, at selskabet ville have være ansvarligt over for bestilleren, dersom skaden havde ramt denne.

## Scandinavian Tugowners Standard Conditions of the year 1959, revised 1974 and 1985

The tugboat enterprise (Hereinafter called the Company) provides assistance and/or towing services on the following conditions:

1. Definitions

The expression Hirer in these conditions means the body and person who has ordered the service or on whose behalf the service has been ordered.

The expression damage in these conditions means economical losses of all kind including but not limited to total loss, damage, loss of income and expenses and also loss of an damage to cargo on board of the vessel in tow.

2. The Company's liabilities towards the Hirer

The Company is not liable for damage caused to the Hirer in connection with the towage service unless the damage is a consequence of fault or neglect on the part of the Company's management. The Company is, however, not liable for fault or neglect committed by a person of the Company's management in such a person's capacity as master of a tug or member of its crew.

The Hirer is not in any case entitles to damages from a master of a tug, a member of its crew, a pilot, or anybody else in the service of the Company.

The liability of the Company shall in any case not exceed DKK 100.000.

3. The Hirer's liability toward the Company

The Hirer shall indemnify the Company for all damage caused to the Company in connection with the towage service unless the Hirer shows that neither the Hirer nor somebody for whose acts the Hirer is liable totally or partly has caused the damage by fault or neglect.

Should the Company be 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 towards the Hirer in case the damage had been suffered by the Hirer.

In case of dispute, the Danish text shall apply.