

To

The Harbour Master,
Port of Duqm SAOC.

From

The Master,
MS/S.....

Date: / / 20.

Dear Sir,

Sub: REQUEST FOR PILOTAGE AND BERTHING ASSISTANCE

On behalf of my Owners and/or demise Charterer of my Vessel (the "Owners") I hereby request the berthing and unberthing services of Port of Duqm SAOC (the "Port Authority") on the terms and conditions set out below.

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Master

.....

Ship's Stamp

Accepted for and on behalf of the Port Authority, Port of Duqm:

.....

Signature

Title

Date

CONDITIONS FOR BERTHING AND UNBERTHING SERVICES

The Port Authority provides Pilots for Vessels berthing at and unberthing from the Port Authority's berthing facilities. It is hereby agreed that the following conditions shall apply to the berthing and unberthing operations.

1. In all circumstances the Master of the Vessel shall remain solely responsible for the safety of his crew and his Vessel and for the proper navigation and berthing and unberthing of his Vessel.

2. Any assistance of the Pilot is hereby acknowledged to be on advisory level only and does not relieve the Master of the Vessel from his command responsibilities. Neither Port of Duqm Company SAOC nor the Pilot shall under any circumstances whatsoever be held liable for any damage whatsoever which might occur during the movement, whether to the Vessel or to any of Port of Duqm or Third-Party property. The Vessel shall entirely be responsible for the absolute safety of the Pilot from the time he starts to embark till the time he is safely disembarked aboard the pilot boat, or ashore. A safe and clean Pilot ladder or Pilot hoist shall be properly rigged complying with the SOLAS Chapter V, Reg. 23 & IMO Res.A.889 (21).
3. Vessel and third party property: Neither the Port of Duqm Company SAOC acting in its capacity as the Port Authority ("Port Authority") nor any of its employees, directors, officers, contractors, agents, servants or any other Person acting with the authorisation of the Port Authority (together, the "Port Authority Personnel") shall be liable for any loss, damage or delay to the Vessel indicated below ("Vessel") and/or to any third party property howsoever caused even if such loss, damage or delay is caused, or contributed to, by the negligence of the Port Authority and/or the Port Authority Personnel and the Owners shall hold harmless and indemnify the Port Authority and the Port Authority Personnel from and against all claims for any such loss, damage or delay arising from or in any way connected with the call at Port by the Vessel.
4. Port of Duqm property: The Owners shall hold harmless and indemnify the Port Authority and the Port Authority Personnel from and against all claims for any loss, damage or delay any property belonging to the Port of Duqm Company SAOC howsoever caused even if caused, or contributed to, by the negligence of the Port Authority and/or the Port Authority Personnel arising from or in any way connected with the call at Port by the Vessel.
5. Personal Injury: The Owners shall hold harmless and indemnify the Port Authority and the Port Authority Personnel from and against all claims related to the death, injury or disease to any Person howsoever caused even if caused, or contributed to, by the negligence of the Port Authority and/or the Port Authority Personnel arising from or in any way connected with the call at Port by the Vessel.
6. Arrest: If the Vessel should be arrested or detained, or if the arrest or detention thereof should be threatened within the Port Limits the Owners shall hold harmless and indemnify the Port Authority and the Port Authority Personnel and PDC in its capacity as the Port Authority from and against all

claims for any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.

7. This Agreement shall be construed and take effect in accordance with the Laws of the Sultanate of Oman.
8. Any dispute arising from this Agreement shall be resolved in accordance with section 2.1.4 of the Port Rules and Regulations.