

# General Terms and Conditions

## Greenland Guidance



logistics and science support

**2 January 2020**

This document version supersedes all previous versions.

### *Definitions*

GG	Greenland Guidance: the company and its staff including contractors
client	the person or organisation requesting GG services/products
contractor	the person hired by GG to fulfil tasks on behalf of GG
website	<a href="https://GreenlandGuidance.com">https://GreenlandGuidance.com</a>

### **1. Privacy policy**

Unless a non-disclosure agreement is signed, GG is free to share information on clients with third parties (not including known competitors of the client), for instance for reasons of cost sharing with other clients or to exchange scientific information with scientists. After the end of the contract, or after each project/activity/expedition in Greenland, or after the sale of GG instruments, GG is free to mention the client and the nature of the GG support on its website unless another written agreement exists.

### **2. Copyright**

Content published on the GG website (images, texts, graphics, logos) is the property of GG and/or its content creators and protected by international copyright laws.

### **3. Footage ownership**

All the footage (photos and videos) shot by clients during GG-led or GG-supported expeditions are owned by the client. GG has 50% ownership of all the footage shot by GG personnel (staff/contractors) during GG-led or GG-supported expeditions. Footage sales or sharing footage with third parties by GG personnel will need to be approved by GG their occurrence, and profits distributed according ownership shares. GG footage may appear on social media unless specified otherwise in writing.

### **4. Data ownership**

Data collected by GG instruments are owned by both the client and GG, but GG will never use these data for scientific purposes unless agreed upon with all involved. The data may be openly accessible through GG's website (for user convenience and promotional purposes) unless the client explicitly states otherwise at any given time. GG may also show instrument metadata on its website, for instance sensor type, period of deployment, and instrument-specific diagnostic data, such as air temperature, location, and battery voltage.

### **5. Instrument warranty**

GG instruments are provided "as is", and without warranty. GG instruments are tested and in working order prior to shipment to the client. GG is not liable for failure of or damage to or disappearance of its instruments, during or after shipping, for instance in handling by the client, during field deployment, or eventual instrument retrieval.

**6. Instrument retrieval**

GG is not responsible for retrieving instrumentation from the field unless specified in a written agreement with the client, or specifically budgeted.

**7. Material damage/loss**

GG is not liable for damage to or loss of property of people, including clients, contractors, and aircraft personnel, present during GG-led or GG-supported expeditions.

**8. Physical harm**

GG is not liable for injury to or death of people, including clients, contractors, and aircraft personnel, present during GG-led or GG-supported expeditions.

**9. Weather delays**

GG is not liable for the consequences of weather delays to GG-led or GG-supported expeditions. Weather delays are budgeted, but may not suffice when extensive, in which case additional costs to an expedition are at the client's expense.

**10. Shipping delays**

GG is not liable for the consequences of shipping delays to GG-led or GG-supported expeditions. Additional costs to for instance an expedition are at the client's expense.

**11. Provision of information**

The client is required to provide GG, in good time, will all the information requested by GG needed to provide its services or products. If GG cannot provide its services or products to a client because of lacking information that could have been shared by the client in good time, additional costs are at the expense of the client, and the client is required to pay for GG services or products already provided to the client.

**12. Permits and insurances**

All people, including clients, contractors, and aircraft personnel, on GG-led or GG-supported expeditions are expected to self-arrange their own required permits and insurances covering all eventualities of the expedition plan, unless specifically agreed otherwise in writing.

**13. Contractor abilities and responsibilities**

Prior to signing a contract with GG, contractors working for GG are required to provide accurate information on their relevant abilities and disabilities, and any other information that can in any eventuality put themselves, others or the expedition at risk during a GG-led or GG-supported expedition. If contractors do not fulfill their full responsibilities during a GG-led or GG-supported expedition as specified in the contract and detailed in person, GG is entitled to pay the contractor less or nothing, and additional costs to GG may be at the expense of the contractor.

**14. Payment and late fees**

Clients are required to pay GG invoices in full within 30 days of the invoice date. If payment is delayed, GG may add a "late payment fee" (10% of the originally invoiced amount) for every 30-day period that the funds have not been received on GG's bank account in their entirety, unless agreed upon differently in writing.

Clients are required to cooperate in allowing GG invoice receipt. For every 30-day period following an expedition, instrument delivery, or any other GG service, that GG cannot send the client an invoice in spite of requesting to do so in writing, GG may add a "late invoicing fee" (10% of the originally invoiced amount).

**15. Prepayment**

For amounts over €5.000,- GG may invoice the client prior the expedition, instrument purchase, or any other GG service. If so, the invoice needs to be paid in order for GG preparations to start, unless specifically agreed otherwise in writing.

**16. Currency**

All amounts mentioned by GG are in euros (€) unless specified otherwise.

**17. Cancellation by client**

In case of partial or full cancellation by the client, the client is required to pay GG (100-X)% of the prior agreed-upon GG budget, where X is the number of days before the start of the contract/expedition, with a minimum of 10%, unless specified otherwise in writing. If GG expenses prior to cancellation exceed this amount, the client will cover all GG expenses for services provided to the client.

**18. Cancellation by contractor**

In case of cancellation of the contract between GG and a contractor by the contractor, the contractor will receive no pay, and GG may charge the contractor with the additional cost of finding a suitable replacement.

**19. Applicable law**

By working with GG, clients/contractors agree that the laws of The Netherlands will govern these Terms and Conditions, or any dispute of any sort that might come between GG and its clients/contractors, or their business partners and associates.

**20. Severability**

If any provision of these Terms and Conditions is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

**21. Variation of Terms and Conditions**

GG is permitted to revise these Terms and Conditions at any time as it sees fit. GG clients/contractors are expected to review these Terms and Conditions on the GG website on a regular basis.