

General Terms and Conditions

Greenland Guidance



Version: 2 December 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 as a GG crew member
third party	a company or individual, not a contractor, delivering services or goods to GG or its client
website	https://GreenlandGuidance.com

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 full ownership of all the footage shot by GG personnel (staff/contractors) during GG-led or GG-supported expeditions, and is free to share, post online, or sell this footage unless it contains classified or otherwise restricted information. Footage sales or sharing footage by GG personnel will need to be approved by GG. 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, 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/theft of property of companies and individuals, including clients, contractors, and third-party 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 third-party personnel, present during GG-led or GG-supported expeditions unless directly and undisputedly caused by GG personnel.

9. Natural delays

GG is not liable for the consequences of delays of natural origin to GG-led or GG-supported expeditions or to the delivery of GG goods. Delays of natural origin include delays related to weather, wildlife, sea ice, snow cover, volcanic activity, disease, epidemics, and similar. Weather delays are estimated and budgeted, but may not suffice when extensive, in which case additional costs to an expedition are at the client's expense.

10. Technical delays

GG is not liable for the consequences of delays of technical origin to GG-led or GG-supported expeditions or to the delivery of GG goods. Delays of technical origin include delays related to unexpected malfunction or unannounced maintenance of helicopters, ships, cars, snow mobiles, generators, computers, communication networks, and similar.

11. Third-party delays

GG is not liable for the consequences of delays of third-party human origin to GG-led or GG-supported expeditions or to the delivery of GG goods. Delays of third-party origin are caused by humans outside the direct influence of GG and can be related to helicopter charters, boat charters, shipping, storage, equipment rental, and similar.

12. Provision of information

The client is required to provide GG, in good time, with 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.

13. 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.

14. 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 any operations at risk during a GG-led or GG-supported expedition. If contractors do not fulfil 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.

15. 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).

16. 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.

17. Currency

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

18. 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 and goods provided for/to the client.

19. 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.

20. 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.

21. 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.

22. 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.