

1. Introductory

- 1.1 These general terms and conditions shall apply to the sale and purchase of marine fuel products and related products of whatever type or grade.

2. Definitions

- 2.1 Throughout this contract, the following definitions shall be applied:

“**Marine Fuels**” means marine marine fuels and related products of whatever type and grades, derived from crude oil, delivered or to be delivered to the Vessel.

“**Sellers**” means the party contracting to sell and deliver the Marine Fuels.

“**Buyers**” means the party contracting to purchase, take delivery and pay for the Marine Fuels. The Buyer under each Bunker Contract, including the entity or entities named in the Bunker Confirmation, together with the Vessel, her master, owners, operators, charterers, any party benefitting from consuming the Marine fuels, and any other party ordering the Marine fuels, all of whom shall be jointly and severally liable as Buyer under each Bunker Contract.

“**Bunker Confirmation**” means a confirmation in writing from the Seller to the Buyer setting forth the particular terms of each sale of the stem.

“**Bunker Contract**” means the Bunker Confirmation and the General Terms.

“**General Terms**” means these terms and conditions in force as of 03 November 2017

“**Vessel**” means the Vessel to which the delivery of Marine Fuels are made and/or onboard which are to be consumed, which shall include any ships, facility, shore tank, container, train, rig, helicopter, aircraft or other unit or installation supplied by the Seller.

“**Confirmation**” means the Company's written confirmation of stem.

“**Due Date**” means the date specified in the Tax Invoice for payment of the Price.

“**Notice of Claim**” Written notice of any claim or potential claim by the Buyer to the Company.

“**Delivery Port**” means the port or other readily identifiable geographical location specified in the Confirmation wherein or adjacent to which is the Point of Delivery. The precise place at which delivery is to be effected as provided in the Confirmation or as thereafter confirmed, advised or revised by the Company or the Physical Supplier and which may be a berth, mooring, anchorage or other point within, adjacent to or associated with the Place of Supply.

“**Product**” means the fuels, oils, lubricants, goods, items, equipment and materials of whatever type and description as specified in the Confirmation.

“**Unit**” One metric tonne or such other unit of measurement as the Confirmation may specify.

“**Unit Price**” The rate of cost in United States Dollars (or such other currency as specified in the Confirmation) per metric tonne (or such other unit of measurement specified in the Confirmation).

3. Marine Fuel Stem / Contract

- 3.1 Each sale of the marine fuels/ products shall be confirmed by a Bunker Confirmation. The Bunker Confirmation shall incorporate the General Terms by reference and the Bunker Confirmation and the General Terms together constitute the complete Bunker Contract. The Bunker Contract shall supersede any conflicting terms of other contracts which the Buyer may seek to enforce against the Seller. In particular, any terms not directly aimed at bunker sales transactions may not be enforced against the Seller to the effect they contravene the Bunker Contract.

- 3.2 If a purchase of Marine fuels is contracted for by a broker, an agent or a manager for a principal, each such broker, agent or manager shall be bound by and be fully liable for the obligations of the Buyer. Furthermore, delivery shall always take place for the account of the registered owners and for the account of the current charterers all of whom shall be jointly and severally liable for the payment of the delivery as Buyers. The Buyer warrants that it is authorized as agent to order the Marine fuels for delivery to the Vessel, and that the Seller has a lien in the Vessel for its claim.

4 Grades and Quality

- 4.1 The Buyer shall bear the sole responsibility for the ordering of the grade of the marine fuel products ordered from the Seller, and the Seller shall not be under any obligation to check whether the grade of Marine fuels is suitable for the Vessel. The Marine Fuel shall be of the same quality generally offered for sale at the time and place of delivery, for the grade of Marine Fuel ordered by the Buyer.

- 4.2 The Buyer shall be responsible to keep the delivered Marine fuels segregated from any Marine fuels(s) onboard the Vessel or from a different delivery to the Vessel. In no event shall the Seller be responsible for the quality and compatibility of the Marine fuels delivered if the Seller's product is mixed or comingled with any other product(s) onboard the receiving Vessel. The Buyer shall be solely responsible for any losses caused by mixing or comingling the Marine fuels with any other oil, including any damage the Marine fuels may cause on other products on board the receiving vessel.

- 4.3 If the Marine fuels deviates from specifications, the Buyer shall use all reasonable endeavours to mitigate the consequences hereof and shall burn the Marine fuels if possible even if this requires employment of purification tools or other similar measures. The Seller shall cover reasonable costs related hereto provided that the Seller is given opportunity to assist and suggest methods of handling the Marine fuels.

5. Delivery

5.1 Delivery of the Marine Fuels shall be made day and night, Sundays and holidays included, at the port or place of delivery, subject always to the custom of that port or place.

5.2 Unless otherwise requested by the Seller, the Buyer and/or its representatives shall give the Seller and/or Seller's

nominated representatives at the place of delivery 48 (forty-eight) hours written notice of arrival of the Vessel at the place of delivery.

5.3 The Buyer shall be responsible for all connections and disconnections of the delivery hose(s) to the Vessel, and shall ensure that the Marine fuels is received by the Vessel at the time for delivery. In the event the delivery is requested outside normal working hours or normal working days and is permitted by local port regulations to be so delivered, the Buyer shall pay all overtime and additional expenses incurred in connection therewith.

5.4 The Buyer shall be responsible for any and all demurrage, detention or additional expenses incurred by the Seller if the Buyer or the Vessel fails to receive the Marine fuels at the time for delivery. In addition, if the Vessel fails to take delivery of the Marine fuels or any part thereof, the Buyer shall compensate the Seller for any loss or damage which the Seller may suffer as a result of such failure, including but not limited to any loss of profit on any resale of the Marine fuels, and the Buyer shall bear the risk of the return transport, storage or selling of the Marine fuels.

5.5 The Buyers shall be responsible for making all connections and disconnections between the delivery hose(s) and the Vessel's bunker manifold and to ensure that the hose(s) are properly connected to the Vessel's bunker manifold prior to the commencement of delivery.

5.6 The Buyers shall ensure that the Vessel is in possession of all certificates required to comply with all relevant regulations pertaining to delivery of the Marine Fuels at the port or place of delivery and that the Master of the Vessel shall:

i) advise the Sellers in writing, prior to delivery, of the maximum allowable pumping rate and pressure and agree on communication and emergency shut-down procedures;

ii) notify the Sellers in writing prior to delivery, of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of and particular to the Vessel which might adversely affect the delivery of the Marine Fuels, and;

iii) provide a free side to receive the Marine Fuels and render all necessary assistance which may reasonably be required to moor or unmoor the Bunker Tanker, as applicable.

5.7 In case of delay or failure to deliver the Marine fuels the Seller shall not be liable to the Buyer or any other entity for any claim, loss or damage unless such delay or failure to deliver is caused by the Seller's negligence.

5.8 The Sellers shall:
ii) be in possession of all permits required to comply with all relevant regulations pertaining to delivery of Marine Fuels at the port or place of delivery, and;

ii) subject to local laws, render all necessary assistance which may be reasonably required to make connections and disconnections between the delivery hose(s) and the Vessel's bunker manifold.

6. Risk of Loss

6.1 Risk in the Marine fuels, including loss, damage, deterioration, evaporation, or any other condition or incident related thereto shall pass to the Buyer at the time the Marine fuels passes the fixed bunker

connections of the delivering Vessel. The Buyer warrants that representatives from the Vessel shall be responsible for ensuring that the Marine fuels is received in a safe way.

7. CANCELLATION AND BREACH

7.1 In the event of the Buyer at any time cancelling a request for Product or the Vessel failing to take delivery of part or all of the agreed quantity and/or kind of Product for any reason, regardless of fault or causation, the Company shall have the right to pursue a claim against both the Buyer and the Vessel and the Buyer and the Vessel shall be jointly and severally liable for all loss and/or damage and/or expense thereby suffered, including but without limitation loss of profit and (where the Company has engaged in derivative hedging instruments to offer a fixed price to the Buyer for the Product) loss and damage incurred arising from the Company's purchase of derivative instruments to include, but not limited to, the premium cost of such instruments, net payments made by the Company to instrument writer(s) and administrative fees. The Company may treat any other breach by the Buyer of any express term of the Agreement as a breach of a condition and it may at its discretion accept the breach, treat the Agreement repudiated and seek such remedies as it considers appropriate.

8. Payment

8.1 The Buyer shall pay for the Marine fuels at the price agreed in the Confirmation as set forth in Seller's invoice(s) (hereinafter the "Invoice"). In addition, the Buyer shall pay the costs of the delivery irrespective of whether the delivery takes place from a terminal facility, barge, lorry, or other method of delivery. The delivery costs shall be set forth in the Confirmation and/or in the invoice. Unless otherwise agreed, the final volume stated in Seller's or its representative's delivery documentation is to be considered final in respect of the quantity to be invoiced.

8.2 If not otherwise specifically agreed between Buyer and Seller at time of ordering, the confirmed costs including possible additional extra costs are only valid for delivery performed to the Vessel on the agreed and confirmed delivery date(s). Should the date(s) of delivery for any reason change, the Seller is entitled to change the price.

8.3 Payment shall be made in full, free of bank charges, without discount or deduction, and without set-off for any claim or counterclaim of any nature whatsoever.

Should the Buyer nevertheless set-off any amount; the Seller's claim will be increased by 20 (twenty) percent as a penalty.

8.4 Payment shall be made to the Seller by bank transfer or cheques according to the payment instructions contained in the Seller's Invoice or any copy hereof forwarded by fax, e-mail or by any other means. The Seller shall be under no obligation to provide any accompanying documents with the Invoice such as a bunker delivery receipt or other documents.

8.5 If the Buyer fails to pay any Invoice at the time of maturity set forth in the Invoice, the Buyer shall pay interest at the rate stated in the Invoice. In the absence of an indication in the invoice the Seller shall be entitled to 2 (two) percent monthly interest. The interest rate will be charged monthly from the date of maturity, without prejudice to any other right or claim of the Seller. Interest will be added to the principal as it falls due.

8.6 In the event that any Invoice is not paid in due time, the Seller shall be entitled, at its sole discretion, to specify any particular Invoice or part thereof to which any

subsequent payment(s) shall be applied, including, but not limited to, payment covering interest charges, legal fees and other charges. Moreover, the Buyer shall indemnify the Seller against any loss which is caused by adverse currency fluctuations between the Invoice currency and the value of the USD from the latest due date of the Invoice until the date on which payment is made.

8.7 Notwithstanding any agreement to the contrary, payment will be due immediately and the Seller shall be entitled to cancel all outstanding stems and/or withhold future deliveries in case of (i) bankruptcy, liquidation or suspension of payment or comparable situation of the Buyer, (ii) arrest of assets of the Buyer, (iii) if the Buyer fails to pay any invoice to the Seller at the time of maturity set forth in such invoice, (iv) if the Buyer fails to comply with any other obligation pursuant to the Bunker Contract, including, but not limited to, the Buyer's failure to take delivery of Bunker Oil in full or in part, or (v) in case of any other situation, which in the sole discretion of the Seller is deemed to adversely affect the financial position of the Buyer. In any of the foregoing situations the Seller shall have the option to either (a) cancel the Bunker Contract, (b) to store the Marine fuels in full or in part for the Buyer's account and risk, (c) to demand that the Buyer complies with its obligations pursuant to the Bunker Contract or (d) to make use of any other remedy available under the law.

8.8 In the event payment has been made in advance of delivery, same shall be adjusted on the basis of the actual quantities of Marine Fuels delivered and additional payment and/or refund shall be made within thirty (30) days after the completion of delivery.

9. Arrest of Vessel

9.1 The Marine fuels supplied to the Vessel is sold and delivered on the credit of the Vessel, as well as on the promise of the Buyer to pay therefore, and the Buyer agrees and warrants that the Seller shall have and may assert a maritime lien against the Vessel and may

take such other action or procedure against the Vessel and any other vessel or asset beneficially owned or controlled by the Buyer, for the amount due for the Marine fuels and the delivery thereof. The Seller is entitled to rely on any provisions of law of the flag state of the Vessel, the place of delivery or where the Vessel is found and shall, among other things, enjoy full benefit of local rules granting the Seller maritime lien in the Vessel and/or providing for the right to arrest the Vessel. Nothing in this Bunker Contract shall be construed to limit the rights or legal remedies that the Seller may enjoy against the Vessel or the Buyer in any jurisdiction.

10 Sampling

10.1 a) The Sellers shall arrange for a representative sample of each grade of Marine Fuels to be drawn throughout the entire bunkering operation and that sample shall be thoroughly mixed and carefully divided into four (4) identical samples. The sampling shall be performed in the presence of both the Sellers and the Buyers or their respective representatives. The absence of the Buyers or their representatives shall not prejudice the validity of the samples taken.

10.2 The sample shall be drawn at a point, to be mutually agreed between the Sellers and the Buyers or their respective representatives, closest possible to the receiving Vessel's bunker manifold.

10.3 The sample shall be drawn using a mutually accepted sampling device which shall be constructed, secured and sealed in such a way so as to prevent the sampling device and the sample being tampered with throughout the transfer period.

10.4 The four (4) identical samples referred to in subclause 10.1 shall be securely sealed and provided with labels showing the Vessel's name, identity of delivery facility, product name, delivery date and place and point of sampling and seal number, authenticated with the Vessel's stamp and signed by the Sellers' representative and the Master of the Vessel or his authorised representative.

10.5 Two (2) sample shall be retained by the Sellers for minimum fortyfive (45) days after delivery of the Marine Fuels to the Vessel or, on being requested in writing by the Buyers, for as long as the Buyers may reasonably require, and the other two (2) samples shall be retained by the Vessel.

10.6 If the quantity is delivered by more than one Bunker Tanker, the sampling procedure shall be repeated as outlined in this Clause 10

11. Claims

11.1 Any dispute as to the quantity delivered must be notified by phone to Sellers on their 24/7 number stated in the lower right footer of the Bunker Confirmation at the time of delivery and before signing the delivery receipt or a letter of protest. Any claim as to short delivery shall be presented by the Buyers in writing within (24) hours from the time of delivery,

failing which any such claim shall be deemed to be waived and barred.

11.2 The Buyers shall be charged for all proven additional expenses incurred by the Sellers in connection with the Buyers' failure to take delivery of the full quantity of the Marine Fuels ordered by the Buyers.

11.3 Any claim as to the quality of the Marine Fuels must be notified in writing promptly after the circumstances giving rise to such claim have been discovered. If the Buyers do not notify the Sellers of any such claim within fifteen (15) days of the date of delivery, such claim shall be deemed to be waived and barred.

11.5 In the event a claim is raised, the parties hereto shall have the quality of the Marine Fuels analysed by a mutually agreed, qualified and independent international recognized laboratory. The Sellers shall suggest minimum 2 (two) such laboratories, and Buyer shall choose one laboratory for a final and binding test. The Sellers shall provide the laboratory with one of the samples retained by them as per sub-clause 4(e). The analysis shall be established by tests in accordance with those specified under ISO 8217 or equivalent. Unless

otherwise agreed the expenses of the analysis shall be for the account of the party whose claim is found wrong by the analysis.

11.6 In the event of any delay resulting from:

the Buyers' failure to give proper notices and/or to comply with the notices given pursuant to sub-clause 10.2 and/or the Buyers' Vessel failing to receive Marine Fuels at the pumping rate referred to in sub-clause 10.6 (i), or;

ii) the Sellers' failure to commence delivery of the Marine Fuels promptly in accordance with the Buyers' required delivery time as notified pursuant to sub-clause 10.2 and/or the Sellers' failure to deliver the Marine Fuels in accordance with the minimum hourly pumping rate referred to in the Bunker Confirmation, then the party suffering such delay shall be entitled to compensation from the other party for such delay.

Neither party hereto shall be liable for indirect or consequential loss and/or damage arising from this Contract.

12. Dispute Resolution

This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc.

current at the time when the arbitration proceedings are commenced.

This agreement to arbitrate is without prejudice to Seller's right to use any and all legal process to obtain security for its claims in the United States and/or anywhere in the world pending resolution of the merits of its claim in arbitration.

These general terms and conditions shall remain applicable to any transaction between the seller and the buyer – including their fleet of vessels whether disposed, managed, chartered or owned.

13. Liability

The Company shall not be liable to the Buyer for any loss or damage, including loss of profit or any other consequential loss whatsoever, arising from any cause whatsoever, whether in contract, tort or otherwise including the negligence of the Company, its servants, agents and/or sub-contractors.

14. Force Majeure

The Company shall not be liable for any loss, damage, costs or expenses arising from the Company's failure to fulfil or comply with any term or condition of the Agreement if fulfilment or compliance has been delayed,

hindered or prevented by any circumstance whatsoever which is not within the immediate and

reasonable control of the Company including, but without limiting the generality of the foregoing, any acts of God, fires, floods, perils of sea, war (declared or undeclared),

hostilities, embargoes, accidents, strikes, lockouts or labour disputes or reasonable apprehension thereof, any government order, request or restriction, or acts in compliance with requests of persons purporting to act on behalf of a government authority, or any other similar causes, any limitation, restriction or interruption to existing or contemplated sources of supply of Product and/or the means of supply and/or the means of delivery.

15. Safety and The Environment

Without prejudice, the Company may at any time without notice take any steps which it considers necessary to protect the environment from damage arising from spillage or transport of Product. Any action so taken shall be on behalf of and at the expense of the Buyer and the Buyer shall fully indemnify the Company for any loss, costs, damages or expense incurred by the Company for any such steps taken by the Company or on its behalf.

16. Indemnity

The Buyer hereby fully indemnifies the Company against any claim for injury and/or death occurring to any person and/or all damage and/or damage to any property and against all actions, suits, claims, demands, costs, charges

or expenses arising in connection therewith to the extent that the same shall have been occasioned by the negligence or default of the Buyer, its servants, representatives, or agents, or any third party in the course of performance of or arising out of or in connection with the Agreement.

17. Law and Jurisdiction

17.1 The Bunker Contract shall be governed by the laws of Singapore. However, the choice of law is for the sole benefit of the Seller and the Seller may apply and benefit from any law granting a maritime lien and/or right to arrest the Vessel in any country as stipulated in Section 9 hereof.

17.2 Any dispute between the Seller and a Buyer arising out of or in connection with any Bunker Contract, including any disputes regarding the existence, validity or termination, shall be settled by arbitration in Singapore arranged by Singapore Arbitration in accordance with the rules of arbitration procedure adopted by Singapore Arbitration and in force at the time when such proceedings are commenced.

17.3 Section 17.2 above shall be for the sole benefit of the Seller and the Seller shall have the right to take any legal action before the courts in any country either to (a) pursue the merits of a claim against a Buyer before such courts or (b) as an interim measure of protection in order to securing payment of any amount due from the Buyer.