UNERCO BUNKER TERMS (applicable as of 08 July 2025)

General Tems and Conditions are essential and complementary part of Confirmation Notes. These General Terms and Conditions are effective as of 08.07.2025 and replace all prior terms and conditions. These General Terms and Conditions are valid until its cancellation or renewal by the Sellers.

1. Definitions

Throughout these General Terms and Conditions, except where the context otherwise requires, the following definitions shall be applied:

"Banking Day" shall mean a day on which banks are open in the places of business of the Sellers and the Buyers and, where a remittance is in US dollars, in New York or, if other than US dollars, in the country of the price currency.

"BDN" means Bunker Delivery Note or Bunker Delivery Receipt.

"Bunker Tanker" means bunker barge or tanker or tank truck or any other delivery facility's (in case of e.g. ex-pipe etc.) supplying Marine Fuels to the Vessel.

"Buyers" means the party stated in the Confirmation Note contracting to purchase, take delivery and pay for the Marine Fuels, including the entity or entities named in the Confirmation Note, together with the Vessel, her master, owners, operators, charterers, any other 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 the Buyer under each Contract.

"Confirmation Note" means the Sellers' written confirmation.

"Contract" means these General Terms and Conditions, as amended and supplemented by the Confirmation Note (if applicable).

"Day/days" means a calendar day(s), unless otherwise stated.

"Delivery Period" means the Vessel's ETA/delivery window as stated in the Confirmation Note.

"General Terms and Conditions" means these standard bunker terms and conditions.

"Marine Fuels" means products derived from crude oil, mineral or synthetic lubricating oils or greases, related products of whatever type or grade delivered by the Sellers.

"Parties" means the Sellers and Buyers collectively.

"Party" means Sellers or Buyers.

"Physical Supplier" means a company other than the Sellers which physically delivers Marine Fuels to the Vessel.

"Sellers" means the Party stated in the Confirmation Note contracting to sell and arrange delivery of the Marine Fuels.

"Vessel" means the vessel nominated by the Buyers to receive Marine Fuels.

2. Specifications/Grades/Quality

(a) The Buyers shall have the sole responsibility for the nomination of the specifications and grades of Marine Fuels fit for use by the Vessel.

(b) The Sellers warrant that the Marine Fuels shall be of a homogeneous and stable nature and shall comply with the specifications and grades agreed between the parties and stated in the Confirmation Note. Unless otherwise agreed in the Confirmation Note, the Marine Fuels shall in all respects comply with ISO Standards 8217:2005.

(c) In the event, the Buyers request COQ during the inquiry, before the Confirmation Note, provided COQ shall only be considered as reference and shall not be binding on and guaranteed by Sellers in case of the deviation of the specs between the COQs mentioned in this Clause. The COQ during the physical supply operation must be accepted by the Buyers without any liability whatsoever to the Sellers without prejudice to any rights Sellers may have against Buyers. Supplying shore-tank may be changed according to the operational ability. Sellers' only undertaking and obligation is to supply products within ISO 8217: 2005 specifications unless otherwise agreed on the Confirmation Note.

(d)The Sellers' obligations with regard to the quality of the Product supplied are limited solely to supplying Product which corresponds with the description and any specifications set out in the Contract. All other conditions, warranties or other terms whether express, implied or which would otherwise be imposed by statute, with respect to quality, satisfactory quality, suitability or fitness for any purpose whatsoever of the Product are hereby excluded**.**

3. Quantities/Measurements

(a) Subject to the provisions of Subclause 6(c) (Documentation) and Clause 9 (Claims) hereunder the quantities of Marine Fuels delivered shall be measured from the official gauge or manual sounding or meter of the Bunker Tanker effecting delivery, or in case of delivery ex-wharf or ex-pipe, of the shore-meter or the like equipment.

(b) The Sellers shall invite the Buyers or their representatives to witness the opening and closing gauge, or manual sounding or meter reading and the taking of bunker temperature of all bunker tanks on the Bunker Tanker and shall be given sufficient information and access to the official gauge or manual soundings or meter of the Bunker Tanker or shore-meter and relevant documentation to verify the volume delivered. The absence of the Buyers or their representatives (including but not limited to due to pandemic, epidemic or any other force majeure event) shall not prejudice the validity of the measurement of the quantities of Marine Fuels delivered. In the event that local bunkering rules and regulations apply mandatorily, these shall take precedence over the provisions of Subclauses 3(a) and 3(b) (Quantities/Measurements).

(c) The Marine Fuels to be delivered under the Contract shall be measured and calculated in accordance with the ISO-ASTM-API-IP Petroleum Measurement Tables.

(d) The quantity of Marine Fuel delivered shall be the quantity specified in the Sellers' Confirmation Note with an operational tolerance at Sellers' option of ±5% or five (5) Metric Tonnes, whichever is higher. In such case, the Sellers shall invoice the Buyers in accordance with the quantity as per the BDN.

(e) The confirmed quantity range is only valid on the agreed and confirmed delivery date(s) in the Confirmation Note. The Sellers shall not guarantee the confirmed quantity range for delivery after the

time of the confirmed delivery date(s) stated in the Confirmation Note and the confirmed range shall be subject to revision at the Sellers' option.

4. Sampling

(a) The Sellers invite the Buyers or their representatives to witness the sampling of Marine Fuels. During bunkering a primary sample shall be drawn at Bunker Tanker's manifold or any other delivery facility's (in case of e.g. ex-pipe etc.) manifold. The sample shall be thoroughly mixed and carefully divided into a minimum of four (4) identical samples. The absence of the Buyers or their representatives, for any reason, shall not prejudice the validity of the samples taken. In the event of such failure to witness the sampling, the Buyer shall be deemed to have waived: i. any claims as to the validity of the sampling or that the supplier-retained sample(s) are not representative of the Marine Fuel supplied and ii. any claims of the Buyers in relation to Clause 9.

(b) The samples referred to in Subclause 4(a) (Sampling) shall be securely sealed with Sellers'/Physical Suppliers' seals 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'/Physical Suppliers' seals representative and the Master of the Vessel or the Master's authorized representative.

(c) Two (2) samples shall be retained by the Sellers/Physical Suppliers' for minimum thirty days(30) after delivery of the Marine Fuels to the Vessel, and the other two (2) samples shall be retained on board the Vessel (one of which shall be for MARPOL purposes).

(d) If the quantity is delivered by more than one Bunker Tanker, the sampling procedure shall be repeated as outlined in this Clause 4 (Sampling).

(e) Any claim in respect of the quality of Marine Fuels must be notified to the Sellers in writing within seven (7) days from (and including) the date of completion, failing which such claim shall be waived and absolutely barred. Such claims must include an analysis of a BDN listed sample carried out in accordance with the relevant test method in ISO 8217 by qualified independent laboratory. If the BDN listed sample analysis results are within the recipient confidence limit in ISO 4259 (or any subsequent amendments to it), the Marine Fuels shall be considered to be on-specification and the Buyers cannot require further testing of the Bunker Fuels.

(f) If a quality claim complies with the foregoing provisions in this clause 4, the Seller shall arrange for the specific alleged off-specification parameter(s) of a Supplier retained sample to be analysed at an ISO certificated, accredited independent laboratory in Turkey. If the Seller and Buyer cannot agree on a laboratory for final and binding test, Seller is entitled to decide which laboratory to perform the analysis, which shall be final, conclusive and binding for all parties involved.

(g) Should any dispute arises from the quality of the Marine Fuels, the results of analysis of the drawn samples under this Clause 4 shall be conclusive to determine the quality of the Marine Fuels. For the avoidance of any doubt analysis results of the Seller's or its representative's drawn samples shall be the sole binding evidence for the quality of the Marine Fuel's. This paragraph shall be accepted by the Buyer as an evidence agreement.

(h) Samples drawn by the Buyers, the Vessel or their Representatives shall have no relevance whatsoever in determining the quality of the Marine Fuels delivered. In case, the Sellers'/Physical Suppliers' or their representatives or personnel of the Bunker Tanker signs/seals any quality document – apart from the BDN samples- in relation to the Marine Fuels, such document shall also have no relevance in determining the quality of the Marine Fuels delivered. In fact, the Sellers'/Physical

Suppliers' or their representatives or personnel of the Bunker Tanker shall not be pushed to sign/seal such quality document.

(i) The Sellers shall have an absolute right to take samples from the supplied bunker tank of the Vessel at any time after the Delivery.

5. Delivery

(a) Within the Delivery Period:

(i) the Sellers shall deliver the Marine Fuels; and (ii) the Buyers shall take delivery of the Marine Fuels, day and night, Sundays and holidays included, at the port or place of delivery, subject for the Seller/Physical Suppliers' always to the custom, availability of custom officer of that port or place as well as the weather conditions. All deliveries are subject to first come first serve basis.

(b) The Buyers, or their agents at the port or place of delivery, shall give the Sellers or their representatives at the port or place of delivery, at least seventy-two (72) hours approximate and at least forty eight (48) hours definite notice of the Vessel's arrival time and the location at which delivery of the Marine Fuels is requested, between 09:00 to 17:00 hours (local time) at Seller's territory. The definite forty eight (48) hours notice shall accordingly narrow the Delivery Period specified in the Confirmation Note as the end of such definite notice shall be interpreted the last time period of the Delivery Period.

Buyers' or their agents forty eight (48) hours ETA notice shall be deemed as if definite forty eight (48) hours notice.

(c) The Sellers shall:

(i) 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 provided however that the Buyers or their agents providing of all necessary permissions and other required documentation; 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.

(d) 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.

(e) 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 or the Master's authorised representative 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.

(f) Notwithstanding anything to the contrary stated herein, the Sellers shall not be liable and/or responsible for demurrage, detention or consequential damages and losses or any other different damages under whatsoever name/nature due to any delay caused by any reason, including but not limited to weather conditions (whether usual or unusual), vessel traffic and congestion at the terminal/port/passage or prior commitments of available barges or existing facilities, insufficient tank capacity of the Vessel , howsoever caused except wilful misconduct of the Sellers.

6. Documentation

(a) Before commencement of delivery the Sellers shall present for written acknowledgement by the Master of the Vessel or the Master's authorised representative, a bunker pre-delivery form or similar document, duly signed by the Sellers or their representative, which shall contain the quantities to be delivered and all information required in accordance with ISO 13739 or any subsequent amendments thereof, including, in particular, the values for: viscosity; density; sulphur content; flash point; and delivery temperature. In addition, and if available, similar information shall be provided for vanadium; ash content; water content; and pour point. In the event that local bunkering rules and regulations apply mandatorily, these shall take precedence over the provisions of this Subclause 6(a) (Documentation).

(b) Once the delivery is completed and quantities measured, a BDN shall be signed and stamped by the Master of the Vessel or the Master's authorised representative, and returned to the Sellers, or their representative, as acknowledgement of the actual volume and the actual delivery temperature only and a duplicate copy shall be retained by the Master of the Vessel. This receipt shall contain the following minimum information which is warranted by the Sellers: delivered quantity in volume units; density in kg/m3 at 15°C as per ISO 3675; delivery temperature; flash point; sulphur content in % m/m as per ISO 8754; and viscosity.

(c) In the event the Master of the Vessel or the Master's authorised representative is not satisfied with the sampling, quantity or any other matter concerning the Marine Fuels or their delivery, the Master or the Master's authorised representative shall on completion of delivery:

(i) issue a separate letter of protest,

receipt of which shall be acknowledged in writing by the Sellers' representative.

7. Price

(a) The Sellers' price of the Marine Fuels is valid only if the Vessel arrives within the Delivery Period and shall be in the amount expressed per unit and in the currency stated in the Confirmation Note for each grade of Marine Fuels delivered into the Vessel's tanks free delivered/ex-wharf as applicable and stated in the Confirmation Note. In the event the price is quoted in volume units, conversion to standard volume shall be at sixty (60) degrees Fahrenheit or at fifteen (15) degrees Celsius. If the Sellers agree to arrange delivery of the Marine Fuels outside the Delivery Period the Sellers shall be entitled to amend the price to take into account prevailing market prices.

(b) Any and all additional charges incurred by the Sellers which are for the Buyers' account shall be specified in the Sellers' quotation and in the Confirmation Note and shall include but not be limited to:

(i) wharfage charges, barging charges or other similar charges;

(ii) mooring charges or port dues; and

(iii) duties, taxes, charges or other costs in the country where delivery takes place.

(c) In the event, the Buyers fail to take delivery of the Marine Fuels within Delivery Period in accordance with Clause 5, without prejudice of the Sellers claims/ rights against the Buyers in respect of these Terms and Conditions, the Sellers shall be free to engage with the Buyers on new bunker terms (in other words, the Sellers are not bound by the Confirmation Note).

(d) At the time of Confirmation Note, the confirmed price including possible additional costs are only valid for 3 days after the first day of the Delivery period on the agreed and confirmed delivery date(s), ETA/delivery window, stated in the Confirmation Note. Prices for delivery beyond this range are subject to revision at the Seller's option.

If the vessel does not arrive at the nominated delivery port and present itself for the delivery within 3 days subsequent to the first day of the Delivery Period, then the Seller shall not provide operational guarantee and shall be entitled to change the price or charge additional costs and have a right to cancel any nomination without liability on the part of Seller and without prejudice to any rights Seller may have against Buyer. (such cancellation fee for any nomination(s) or amended nomination(s) as per Subclause 9 (a) (iii) (a) and (b) (Claims))

8. Payment

(a) Payment for the Marine Fuels shall be made by the Buyers within twentyone (21) days or, if otherwise agreed, within the number of days stated in the Confirmation Note after the completion of delivery. In the event payment has been made in advance of delivery, such payment shall be adjusted on the basis of the actual quantities of Marine Fuels delivered and additional payment and/or refund shall be made within two (2)-days after the completion of delivery.

(b) Payment shall be made in full, without set-off, counterclaim, deduction and/or discount, and free of bank charges even if the Buyers have a claim for quality/quantity

(c) Payment shall be deemed to have been made on the date the payment is credited to the bank account designated by the Sellers.

(d) If payment falls due on a non-Banking Day, then payment shall be made on or before the last Banking Day before the due date.

(e) Payment for delivery under the Contract shall satisfy sums owed to the Seller in the following order: (1) interest; (2) legal and enforcement costs; and (3) invoices from oldest to newest.

(f) Any delay in payment and/or refund shall entitle either Party to interest at the rate of three (3) per cent per month or any part thereof or as otherwise agreed as per the Confirmation Note.

(g) In the event of non-payment or non-refund, the non-defaulting Party reserves the right to pursue such legal remedies as may be available to them to recover the amount owed.

(h) Notwithstanding any agreement to the contrary, payment for any amounts due (whether yet payable or not) under the Contract (or any other contract between the Buyers and the Sellers) will become due immediately and in the event of:

(i) bankruptcy, liquidation or suspension of payment (or any of the events stated in Clause 17(a) and (b) (Termination)) or comparable situation of the Buyers; or

(ii) any other situation, which in the reasonable discretion of the Sellers is deemed to affect adversely the financial position of the Buyers, the Sellers shall have the option to:

(1) demand that the Buyers comply with their obligations under the Contract; and/or

(2) demand adequate security; and/or

(3) suspend any pending deliveries; and/or

(4) withdraw permission to consume the Marine Fuels for the propulsion of the Vessel; and/or

(5) terminate the Contract.

9. Claims

(a) Quantity

(i) Any dispute as to the quantity delivered must be noted at the time of delivery in accordance with Subclause 6(c) (Documentation), and a claim for such quantity dispute must be presented to the Sellers by the Buyers in writing immediately at the time of delivery failing either/both of which such claim shall be deemed to be waived and barred.

(ii) In case of any dispute for difference of the Vessel's figures and the Bunker Tanker's figures, BDN must be signed according to Bunker Tanker's figures and such BDN figures shall be final and binding upon the Parties.

(iii) a. The Sellers shall have the right to charge to the Buyers in case of cancellation of the Contract or any changes on quantity for cancellation fee of 5% as per the Confirmation Note but in any case not less than US$ 7.500 plus commercial losses, costs of hedging arrangements or related trading and operational positions if such cancellation takes place before the Bunker Tanker loading.

b. Once barge is loaded from the terminal, quantity cannot be changed. If the Buyer fail to take the delivery, in whole or in part of the quantities as per the Confirmation Note , the Buyers shall be responsible for cancellation fee of 5% as per the Confirmation Note but minimum US$ 7.500 for gasoil supplies and minimum US$ 25.000 for fuel oil supplies. The Sellers may also claim any costs and loses resulting from such failure, including any and all costs and expenses whatsoever incurred by the Sellers plus commercial losses, costs of any hedging arrangement or related trading and operational position and/or further commitments may not be performed due to such failure of the Buyers. The Sellers, then shall have a right, at Buyers' risk and expense, either to transport the Marine Fuels back to the storage.

(b) Quality/Specification

(i) Any claim as to the quality or specification 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 seven (7) days of the date of delivery, such claim shall be deemed to be waived and barred.

(ii) In the event a claim is raised pursuant to Subclause 9(b)(i) (Claims), the Buyers shall have a quality test report/analysis -the report shall be taken from a duly accredited laboratory- from one of the

Sellers'/Physical Suppliers' BDN samples retained to the Buyers. In case, the quality test report/analysis has an out of specification figure, then the Sellers shall provide an accredited laboratory chosen by the Sellers with one of the samples retained by them as per Subclause 4(c) (Sampling) and the test methods used by the laboratory shall be in accordance with those set out in ISO 8217 as reference test methods which shall be final and binding -except cases in Clause 9(h)- upon the Parties. Unless otherwise agreed, the cost of the analysis shall be for the account of the Party whose claim/case is found unproven by the analysis.

(c) Delay

In the event of any delay resulting from:

(i) the Buyers' or their agents' failure to give proper notices and/or the Vessel failing to receive Marine Fuels at the pumping rate and pressure referred to in Subclause 5(h)(i) (Delivery) then the Seller shall be entitled to compensation from the Buyers for any loss suffered as a result of that delay.

(d) Time Bar

In each and every case any and all claims, except those under Subclauses 9(a)(i) and 9(b)(i) (Claims), by the Buyers shall be time barred unless arbitration proceedings have been commenced in accordance with Clause 24 hereof within two (2) months of the date of delivery of the Marine Fuels or the day that delivery should have commenced as per the Confirmation Note.

(e) No Set-off, Deduction and Settlement of the Sellers' invoice(s)

Notwithstanding to the contrary stated herein, in the event a claim is raised by the Buyers pursuant to Clause 9 (Claims), the Buyers shall make payment under clause 8 (Payment) in full, without set-off, counterclaim, deduction and/or discount, and free of bank charges.

In case the Buyers fail to fully pay the Sellers' invoice(s) on or before the due date(s), it shall be then considered that the Buyers' waived to make a claim/claims or bring a claim/claims before arbitration in relation to this clause 9 however if such claim(s) were made or brought before the due dates, it shall be then considered withdrawn.

(f) Wrongful Claim Handling Fee

(i) In the event that any claim submitted by the Buyer is determined by the Seller (or, where applicable, by a competent tribunal or arbitral body) to be unfounded, frivolous, or wrongful, or time-barred, or if the claim has been initiated in breach of these Terms and Conditions, including any procedural or evidentiary requirements, the Buyer shall be liable to pay the Seller a claim handling fee of USD 7,500 (seven thousand five hundred United States dollars), in addition to all direct and indirect expenses incurred by the Seller in relation to the claim, including but not limited to legal costs, expert/laboratory fees, administrative costs, and any other outlays associated with responding to or defending the claim. Such fees and expenses shall be invoiced to the Buyer and shall be payable without delay upon demand.

(ii) Submission of any claim against the Seller shall be conditional upon the Buyer providing a written declaration acknowledging and agreeing the application of Clause 9(f). Where such declaration is not provided at the time the claim is initiated, the claim shall be deemed procedurally non-compliant and shall be rejected as inadmissible. In such cases, the matter shall be treated as conclusively closed from the Seller's side, without further obligation or liability.

(g) Notwithstanding to the contrary stated herein, if the quality of the Marine Fuel is found not in conformity with the Specification but an analysis of the supplied bunker tank where the sampling takes place as per Clause 4(g) hereinabove is found on spec, the Buyers shall have no right against the Sellers.

(h) In the event that the Buyers were to consider a potential de-bunkering of the Marine Fuels based on full and undisputable written evidence that the Marine Fuels are unsuitable for use by the Vessel, the advice of the Sellers must first be sought and obtained, and the Buyers must comply with reasonable mitigation proposals from the Sellers. De-bunkering must be the last resort and only be applicable with the Sellers' approval. The Buyers first must be obliged to closely work and cooperate with the Sellers in relation to every single specific action to be taken in respect to the cheapest and most practical solution to avoid de-bunkering.

If de-bunkering is the only resort, the Buyers are further obliged to closely work and cooperate with the Sellers in relation to every single specific action to be taken in respect of the de-bunkering. Unless the Buyers prove that it is operationally impossible, the Buyers shall accept that fuel intended for de-bunkering is carried on board the Vessel until the Vessel calls a port with reasonable de-bunkering facilities and in which a reasonable price for the de-bunkered fuel can be obtained. All damages, losses, costs, and expenses which may result from any unilateral decision taken by the Buyers shall be solely and exclusively born by the Buyers. In case de-bunkering takes place, the Sellers shall have the right but not the obligation to perform a replacement supply at the originally agreed price, quality and quantity.

10. Risk/Title

Risk in the Marine Fuels shall pass to the Buyers once the Marine Fuels have passed the Sellers' flange connected to the Vessel's bunker manifold. Title to the Marine Fuels shall pass to the Buyers upon payment of all sums due to the Sellers under the Contract. Until such time as payment is made, on behalf of themselves and the Vessel, the Buyers agree that they are in possession of the Marine Fuels solely as bailee for the Sellers. If, prior to payment, the Sellers' Marine Fuels are commingled with other marine fuels on board the Vessel, title to the Marine Fuels shall remain with the Sellers corresponding to the quantity of the Marine Fuels delivered.
The above is without prejudice to such other rights as the Sellers may have under the laws of the governing jurisdiction against the Buyers or the Vessel in the event of non-payment.

11. Compliance with Laws and Regulations

The Parties will not do or permit to be done anything which might cause any breach or infringement of the laws and regulations of the Flag State of the Vessel or the country of incorporation of the Sellers, or of the places where the Vessel or the Sellers trade or take Marine Fuels under the Contract.

12. Sanctions Compliance Clause

(a) "Sanctions Laws" means any sanction, prohibition or restriction imposed by the United Nations, the European Union, the United Kingdom or the United States of America, including but not limited to the US Department of the Treasury Office of Foreign Asset Control ("OFAC") including the OFAC Specially Designated Nationals or Blocked Persons List (SDN) and the US Department of State.

(b) The Buyers and the Sellers each warrant that at the date of entering into the Contract and continuing until delivery of the Marine Fuels and payment by the Buyers to the Sellers in full:

(i) neither Party is subject to any of the Sanctions Laws referred to in Subclause 12(a) (Sanctions Compliance Clause) which prohibit or render unlawful any performance under the Contract;

(ii) the Sellers are selling and the Buyers are purchasing the Marine Fuels as principals and not as agent, trustee or nominee of any person with whom transactions are prohibited or restricted under Subclause 12(a) (Sanctions Compliance Clause);

(iii) the Buyers further warrant that the Vessel is not a designated vessel and is not and will not be chartered to any entity or transport any cargo contrary to the restrictions or prohibitions in Subclause 12(a) (Sanctions Compliance Clause) above; and

(iv) the Sellers further warrant that the Marine Fuels are not of an origin or have been exported as a product from a place that is subject to any of the Sanctions Laws referred to in Subclause 12(a) (Sanctions Compliance Clause) above.

(c) If at any time during or before the performance of the Contract the Sellers become aware or are suspicious that the Buyers and or the Vessel or her management are in breach of warranty as aforesaid, the Sellers may seek any information from the Buyers in this respect. And the Sellers shall comply with the laws and regulations of any Government to which that the Sellers or the Vessel is subject and follow any orders or directions which may be given by any regulatory or administrative body, acting with powers to compel compliance. In the absence of any such orders, directions, laws or regulations, Sellers may terminate the Contract forthwith.

(d) Notwithstanding anything to the contrary in this Clause, Buyers and Sellers shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.

(e) The Buyers and the Sellers shall be liable to indemnify the other Party against any and all claims, including return of any payment, losses, damage, costs and fines whatsoever suffered by the other Party resulting from any breach of warranty as aforesaid and in accordance with the Contract.

13. Anti-Corruption Clause

(a) The Parties agree that in connection with the performance of any Contract they shall each:

(i) comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and

(ii) make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions in connection with any Contract.

(b) If a demand for payment, goods or any other thing of value (“Demand”) is made to either Party by any official, any contractor or sub-contractor engaged by or acting on behalf of either Party or any other person not employed by either Party and it appears that meeting such Demand would breach any applicable anti-corruption legislation, then the Party receiving the Demand shall notify the other Party as soon as practicable and the Parties shall cooperate in taking reasonable steps to resist the Demand.

(c) If either Party fails to comply with any applicable anti-corruption legislation it shall defend and indemnify the other Party against any fine, penalty, liability, loss or damage and for any related costs (including, without limitation, court costs and legal fees) arising from such breach.

(d) Without prejudice to any of its other rights under any Contract, either party may terminate a Contract without incurring any liability to the other Party if:

(i) at any time the other Party or any member of its organisation has committed a breach of any applicable anti-corruption legislation in connection with any Contract; and

(ii) such breach causes the non-breaching Party to be in breach of any applicable anti-corruption legislation.

Any such right to terminate must be exercised without undue delay.

(e) Each Party represents and warrants that in connection with the negotiation of any Contract neither it nor any member of its organisation has committed any breach of applicable anti-corruption legislation. Breach of this Subclause 13(e) (Anti-Corruption Clause) shall entitle the other Party to terminate a Contract without incurring any liability to the other.

14. Liability

(a) The Sellers shall not be liable to the other Party for:

(i) any loss of profit, loss of production whatsoever and whether arising directly or indirectly from the performance or non-performance of the Contract, and whether or not the same is due to negligence or any other fault on the part of either Party, their servants or agents, and

(ii) any indirect or consequential loss arising out of or in connection with the performance or non-performance of the Contract, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either Party, their servants or agents.

(b) Notwithstanding any other provision in these General Terms and Conditions, the liability of the Sellers, whatsoever or howsoever caused, shall (exclusive of interest and legal and enforcement costs) not exceed the invoice value of the Marine Fuels or US$ 200,000, whichever is the lower figure.

15. Force Majeure

The Sellers shall not be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions at the port or place of delivery which could not reasonably be foreseen at the time of entering into the Contract or guarded against to the extent the Sellers invoking force majeure is prevented or hindered from performing any or all of their obligations under the Contract, provided the Sellers have made reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

(a) acts of God;

(b) any Government requisition, control, intervention, requirement or interference;

(c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;

(d) riots, civil commotion, blockades or embargoes;

(e) epidemics;

(f) earthquakes, landslides, floods or other extraordinary weather conditions;

(g) strikes, lockouts or other industrial action, unless limited to the employees of Sellers/the Physical Suppliers (if the Sellers are not the physical suppliers) seeking to invoke force majeure;

(h) fire, accident, explosion - except where caused by negligence of Sellers/the Physical Suppliers seeking to invoke force majeure;

(i) any other similar cause beyond the reasonable control of Sellers/the Physical Suppliers eg. inavailability of custom officers.

16. Termination

Without prejudice to accrued rights hereunder, either Party hereto shall be entitled to terminate the Contract in the event of:

(a) any application being made or any proceedings being commenced, or any order or judgment being given by any court, for

(i) the winding up, dissolution, liquidation or bankruptcy of either Party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors; or

(ii) the appointment of a receiver, liquidator, trustee, administrator, administrative receiver or similar functionary of the other Party of all or a substantial part of its assets (otherwise than for the purpose of a reconstruction or amalgamation); or

(b) any act being done or event occurring which, under the applicable law thereof, has a substantially similar effect to any of the said acts or events described above; or

(c) either Party is in breach of the provisions of Clause 12 (Sanctions Compliance Clause) (if applicable); or

(d) the Buyers are in breach of any material provision under the Contract; or

(e) if a force majeure event as defined in Clause 16 (Force Majeure) prevents or hinders the performance of the Contract for a period exceeding ten (10) consecutive days from the time at which the impediment begins to prevent performance for the Sellers

17. Pollution

(a) In the event of any spillage (which for the purpose of this Clause shall mean any leakage, escape, spillage or overflow of the Marine Fuels) causing or likely to cause pollution occurring at any stage of the bunkering operation, the Buyers and the Sellers shall jointly, and regardless as to whether the Buyers or the Sellers are responsible, immediately take such actions as are reasonably necessary to effect clean up and which shall always be conducted in accordance with such local laws and regulations which may compulsorily apply.

(b) Where it is a compulsory requirement of the law of the port or place of delivery of the Marine Fuels that the Sellers shall have in place their own oil spill contingency plans, the Sellers shall ensure that they have in place valid oil spill contingency plans.

(c) Each Party hereby guarantees payment of and/or agrees to indemnify and hold the other Party harmless for any claims, losses, damages, expenses, penalties or other liabilities incurred (including but not limited to those incurred under any state, national or international oil pollution legislation), as a result of any spillage arising out of or in connection with the performance of the Contract where such spillage is caused or contributed to by that Party. To the extent that such spillage is caused or contributed to by any fault on the part of both Parties, each Party shall indemnify the other Party for its respective degree of fault.

(d) The Sellers shall use their best endeavours to ensure that the owners of the Bunker Tanker are fully insured for oil spill liabilities as required by statutory rules or regulations. If such coverage or insurance is not obtained by the owners of the Bunker Tanker, it shall be the sole responsibility of the Sellers to establish such coverage for their account. Proof and conditions of such coverage, whether established by the Marine Fuels supplying company or by the Sellers shall be made available to the Buyers at their request, as soon as practically possible.

18. Drugs and Alcohol Policy

(a) Each Party shall enforce a company drug and alcohol policy on board the Vessel and the Bunker Tanker and, in the case of the Sellers, also in their facilities.

(b) Such company drug and alcohol policies shall meet or exceed the standards in the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended.

(c) The Buyers' personnel shall comply with the Sellers' policy in the Seller's facilities or on board the Bunker Tanker, and the Sellers' personnel shall comply with the Buyers' policy when on board the Vessel.

(d) Both Parties acknowledge and agree that the selling, possession, distribution, use or being under the influence of alcohol or any controlled substance or dangerous drugs other than those medically prescribed is prohibited.

19. Confidentiality

(a) Neither Party shall disclose to third parties any confidential information relating to pre-contractual discussions and/or the terms and conditions of the Contract, except with the prior written consent of the other Party, which shall not be unreasonably withheld, or to the extent required by law, or by a request of a government or its agency thereof.

(b) The Parties shall take reasonable precautions to ensure that no unauthorised disclosure of confidential information takes place.

(c) If a Party is uncertain as to whether information is confidential, the Sellers or the Buyers (as the case may be) shall consult with the other Party.

(d) Should the Sellers be required by law, arbitration tribunal or any court to disclose confidential information, the disclosing Party will, where permitted, notify the other Party and shall disclose only the minimum confidential information required to satisfy legal requirements.

(e) Information is not confidential for the purposes of this Clause if it was in the possession of the Party prior to receipt from the other Party; becomes publicly available other than as a result of a breach of the Contract by one of the Parties; or is lawfully received from a third party.

(f) The Buyers shall not identify the Sellers, the Sellers bunker product (Marine Fuels) or any samples taken from the Bunker Barge or Marine Fuels while sending a sample to their laboratory for testing/analysis.

(g) This Clause shall survive termination of the Contract.

20. Third Party Rights

No third parties may enforce any term of the Contract.

21. Assignment

The Sellers may assign any of their rights under the Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

The Buyers shall not assign any of their rights under the Contract without prior written consent of the Sellers.

22. Partial Validity

If any provision of the Contract is or becomes or is held to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be deleted from the Contract to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

23. Dispute Resolution Clause

(a)* The Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with the Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of the sole arbitrator shall be binding on both Parties as if the arbitrator had been appointed by agreement.

Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US$ 100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.
In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of US$ 400,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings are commenced.

24. Notices

Any Party giving notice under the Contract shall ensure that it is effectively given and such notice shall be treated as received during the recipients' office hours. If such notice is sent outside the recipients' office hours it shall be treated as received during the recipients' next working day.

25. Entire Agreement and Priority of Terms

(a) The written terms of the Contract comprise the entire agreement between the Buyers and the Sellers in relation to the sale and purchase of the Marine Fuels and supersede all previous agreements whether oral or written between the Parties in relation thereto. No amendments to a Contract may be made unless agreed by both Parties in writing.

(b) Each of the Parties acknowledges that in entering into the Contract it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether or not made negligently) other than as is expressly set out in the Contract.

(c) Any terms implied into the Contract by any applicable statute or law are hereby excluded to the extent that such exclusion can legally be made. Nothing in this Clause shall limit or exclude any liability for fraud by any Party to the Contract.

(d) In the event of a conflict between any of the provisions of these General Terms and Conditions and the provisions of the Confirmation Note respectively, the provisions of the Confirmation Note shall prevail over these General Terms and Conditions to the extent of such conflict, but no further.