

Standard Terms and Conditions of Sale

These Standard Terms & Conditions of Sale (“STCS”) shall apply to all Contracts for the sale of Products and services by Blue Fin Energy Ltd. The following STCS shall apply to all sales of Bunker by Blue Fin Energy Ltd (hereinafter referred as BFE). Each delivery shall constitute a separate contract. In the event of any conflict between the provisions hereof and of the Contract, the provisions of the Contract shall prevail and the Buyer has accepted the Sales Agreement in its entirety upon accepting the seller’s price and bunker.

1. Definitions

1. “Bunker” or “Marine Fuels” means any petroleum-based product currently offered by the Seller for similar use at the time and place of delivery and includes “Marine Fuel”.
2. “Buyer” means the jointly and severally, the master, chief engineer (s), registered owner, managers, charterers, operator, disponent owners and time charterers of the Vessel supplied and shall include but not limited to any party requesting the supply of Bunkers or ordering the supply of Bunkers and any party on whose behalf the said offer or order to supply Bunkers and agreements or contracts or other arrangements have been made pursuant to the Contract.
3. “Contract” means an agreement between Seller and Buyer for the sale of Bunker subject to these conditions.
4. “Prohibition of Lien Clause” means the protection given by the charterers to the owner of the vessel wherein the charterers have provided indemnity (under charter party) to the owners that they will not suffer nor permit continuance of any lien or encumbrance incurred by them or their agents in relation to the vessel, which might have priority over the title and interest of the owners in the vessel.
5. “Seller” means Blue Fin Energy Ltd (BFE) including its agents and suppliers wherever applicable.
6. “Supplier” means the party supplying the Bunkers for and on behalf of the Seller, which Seller shall not be responsible for Supplier’s actions.
7. “Vessel” means the vessel to which the Bunkers are delivered by Seller to Buyer.

2. Price

1. The price to be paid for Bunker shall be as quoted and intimated by the Seller in reference to each transaction (the “Purchase Price”), at the time thereof, and shall represent only the purchase price thereof. Prices shall be designated in the currency as may be mutually agreed between the Seller and the Buyer, exclusive of taxes and duties ex-wharf in metric tons corrected to 15 degrees Celsius. All charges additional to purchase price, such as, without limitation thereto, demurrage, wharfage, dues, taxes, levies, duties, port charges and delivery charges, and all other costs imposed by government and local authorities are to the account of Buyer.
2. If the party requesting the Bunker is not the Owner or Bareboat Charterers of the Vessel, the Seller shall have the right to insist as a precondition of sale that a payment guarantee in the form of an irrevocable bank guarantee in a format and from a bank acceptable to the Seller is



provided by the Owner or Bareboat Charterer. The Seller has the right to cancel any Contract with the Buyer at any time, if such payment guarantee is not received upon request thereof from Seller to Owner or Bareboat Charterer.

3. Payment shall be made by Buyer in full as directed by the Seller, within the time specified in the Contract. Seller shall be entitled absolutely to the full payment without discount, reduction or set off which shall be made to the Seller's bank account.
4. Buyer shall not be entitled without Seller's written consent to offset any amounts for claims against Seller, whether or not these claims are connected and whether or not they arise out of the Contract.

3. Quality and Sampling

1. Bunker to be supplied shall be the quality offered generally by Seller at the time and place of delivery for the particular grade or grades ordered by Buyer. Buyer shall have the sole responsibility for the selection of the proper grade or grades of Bunker for use in the Vessel nominated. Any information provided to Buyer regarding the characteristics of Bunker at any delivery location shall not be construed as specifications of the Bunker to be delivered hereunder, but only as indications of the general characteristics of the Bunker available at that location from time to time. Except for this clause, bunker is sold "as is", and seller otherwise makes no representations, guarantee, conditions or warranties of quality, merchantability or fitness for any particular purpose and any implied warranties or conditions as to quality, merchantability or fitness whatsoever, whether statutory or the absence of bio-components in the marine fuels are expressly excluded.
2. Buyer shall have the sole responsibility for the selection of suitable Bunker for use in the Vessel. Buyer warrants that it has not relied upon any representations made by or on behalf of the Seller but has relied exclusively on its own knowledge and judgment in determining whether the Bunker selected by Buyer for the Vessel are suitable for the Vessel. Buyer warrants that the Vessel nominated by Buyer to receive Bunker is in compliance with all applicable local, national and international regulations and requirements and is free of all conditions, difficulties, peculiarities, deficiencies or defects that might impose hazards in connection with its mooring, unmooring or bunkering.
3. With respect to the quality of the Product supplied, sampling shall be accomplished throughout the Marine Fuel delivery process. Sample shall be drawn from a point and in a manner as set by the seller, at the port of delivery of the Marine fuel, until unless, expressly agreed otherwise, by the seller and buyer, in written, prior to entering the contract of sale and purchase of Marine fuel. The seller shall draw a minimum of three (3) samples of each grade of Marine Fuels being delivered from the Vessel, Bunker Barge, Road Vehicle or any other delivery facility manifold; unless the seller elects otherwise (always subject to safety and practicality at the time of supply at sole discretion of Seller). It is the Buyer's responsibility to ensure that the marine fuel/s is/are properly sampled, sealed and signed by the buyer's ship's master. Two (2) samples, out of which, one (1) commercial sample and one (1) MARPOL sample, shall be passed to the Buyer, the Vessel or the buyers representatives for its retention; and one (1) commercial sample out of these samples shall be retained by the seller as per agreed procedure, following the date of delivery for a period, in a safe place for subsequent verification of the quality thereof, if required. Samples will only be held up to sixty (60) days after delivery of bunkers or longer is requested by buyers in writing for as long as the Buyer reasonably required.



However, any quality claims to be informed to the seller within Fourteen (14) days following the date of supply. Any claim received after Fourteen (14) days, from the date of supply, shall not be entertained. If the buyer issues a claim regarding the quality of the Marine Fuel in accordance with the clause 7.2 of this contract, and provide the claim is legitimate in accordance with ISO, Seller's retained commercial sample shall be submitted by the Seller for relevant analysis to a mutually agreed, independent laboratory in the UAE. The independent laboratory's analysis shall be conclusive and binding on agreement, and the fees of independent laboratory shall be shared equally by the Buyers and Sellers. In the event that Seller proposes an independent laboratory and Buyer takes no action to either accept this proposal or to suggest an alternative laboratory, then Seller's choice of laboratory shall be binding and any tests performed by such laboratory shall be similarly binding, regardless of whether or not, Buyer chooses to send a representative to such testing.

4. The alleged claim must include the results of a test carried out in accordance with the relevant test method in ISO 8217 by a qualified independent laboratory on one of the buyer's retained commercial sample, drawn by seller as per clause 3.3 ; within Fourteen (14) days from (and including) the date of Completion, failing which any such claim shall be waived and absolutely barred.

Any Sample/s drawn by buyer's personal, other than those drawn by the seller, either at the time of bunkering or at any date after the bunkering shall not be valid and admissible as indicator of the quality supplied. The fact that, even if such samples bear the signature of personal aboard the delivery conveyance, shall have no legal significance whatsoever, as these local personnel have no authority to bind the Seller to different contractual terms.

Seller shall have no liability for any claims arising in circumstances where the Buyer has commingled the Product/s on board the Vessel with other fuel.

4. Nomination and Deliveries

1. Buyer shall nominate a Vessel in writing in advance of the Vessel's Estimated Time of Arrival (the "ETA"). Buyer shall specify the delivery port, ETA and grades, specifications and quantities of Bunker required (the "Nomination"). Buyer shall also advise the Seller 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 Bunker. If such Nomination is accepted and confirmed in writing by Seller through the issuance of a Confirmation, the ETA proposed by Buyer shall become the "Accepted Delivery Date" unless otherwise agreed in writing by Seller. Unless advised in writing by Buyer and accepted in writing by Seller, amendments to the Accepted Delivery Date will not be recognized. Seller may cancel any Nomination without liability and without prejudice to any rights Seller may have against Buyer if the Vessel does not present itself for delivery on the Accepted Delivery Date. The Vessel is subject to Seller's acceptance and Seller may refuse to supply Marine Fuels to the Vessel. The Buyer warrants that the vessel can safely receive Marine Fuels and shall ensure that the vessel has all certificates required to comply with all relevant regulations relating to delivery of the Marine Fuels at the port or place of delivery.
2. In addition to the Nomination, Buyer's vessel shall give Seller firm and consistent notices of 96/72/48/24/12 hour's written notice on ETA updates of the vessel as mentioned in Calling Instructions, confirming the delivery date, type and quantities of Bunker and providing other delivery details. If such proposed delivery date is a date other than the Accepted Delivery Date, Buyer shall be in breach of the Contract, however, Seller may waive such breach and accept



the proposed revised delivery date (the “Revised Delivery Date”) and Seller may, at its option, accept such proposed revised delivery date and change the price to reflect current market prices. If Buyer objects to the price change, Seller shall have the right to cancel the order without any further obligation or liability on the part of Seller and Seller may consider Buyer in breach of the Contract. If Buyer fails to provide 96/72/48/24/12 hour’s written notice on ETA updates, Buyer will be in breach of this Contract.

3. When delivery is required other than during normal business hours, and is permitted by applicable port regulations, Buyer shall be fully responsible for and pay all overtime and other associated extra expenses incurred by Seller.
4. When delivery is made by barge, truck or coastal tanker (hereinafter collectively “Delivery Vessel”), all delivery charges, including overtime and associated charges, shall be for the account of Buyer. For delay caused by Buyer in the use of Delivery Vessel, Buyer shall pay any demurrage or detention charges at such rate as may be invoiced by Seller.
5. Buyer shall notify Seller; in writing 96/72/48/24/12 hour’s written notice on ETA updates prior to delivery of the maximum allowable pumping rate and pressure for the Vessel and Buyer and Seller shall agree on communication and emergency shutdown procedures. If the Vessel’s actual receiving rate for Bunker falls below the minimum level set forth in the Confirmation Agreement and the barging company imposes demurrage or other costs due to the slow delivery, all such costs shall be for the Buyer’s account.
6. Buyer shall notify Seller, in writing 96/72/48/24/12 hour’s written notice on ETA updates, of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of or particular to the Vessel that might adversely affect the delivery of Bunker. Buyer shall be responsible for any increased costs incurred by Seller in connection therewith. If such special conditions, difficulties, peculiarities, deficiencies or defects exist, Seller may, at its option, cancel the nomination without liability.
7. When delivery is to be made by the Delivery Vessel, the Vessel shall provide a free and safe berth for the Delivery Vessel alongside the Vessel to receive Bunker and render all necessary assistance that may reasonably be required to safely moor and unmoor the Delivery Vessel.
8. Buyer shall be responsible for connection of the loading hose to the intake of the Vessel from the Delivery Vessel and shall monitor and direct safe receipt of the Marine Fuels by the Vessel.
9. If Buyer cancels, terminates or otherwise fails to take delivery, in whole or in part, of the quantities nominated, Buyer shall be responsible for any costs resulting from such failure, including without limitation, lost profits, breakage costs and any costs and expenses incurred by Seller to downgrade Bunker or return unaccepted quantities of Bunker. In such instance, Seller shall not be responsible for any costs resulting from such failure, including without limitation, replacement costs and expenses incurred by Buyer.
10. Seller shall not be responsible for demurrage on the Vessel if Seller is prepared to commence delivery at any time on the Accepted Delivery Date or the Revised Delivery Date. Seller shall exercise reasonable efforts to adjust to changes in Buyer’s schedule.
11. All deliveries to Seller’s customers will be made on a first come first served basis.
12. Where delivery is required during other than regular business hours (0930 hrs to 1800Hrs) at the port of supply, Buyer shall pay all overtime and extra expenses incurred by Seller or its



agents or contractors, if applicable.

13. Where lighterage is employed, lighterage charges shall be for the account of Buyer. Lighterage will be charged on the quantity delivered to the Buyer's vessel in accordance with the rates and charges of the fuel barge contractor. Deliveries of light diesel, gas oil and other grade of Bunker on two or more barges will be subject to separate charges.
14. Seller shall not be liable for demurrage or for loss, damage or expense of any nature whatsoever incurred by Buyer due to any delay in delivery, or failure to make delivery, of Bunker, occasioned by the fuel barge contractor. Seller further shall not be liable for such demurrage, loss, damage or expense incurred by Buyer due to delays in furnishing a berth. Delivery into Buyer's vessel at terminal need not be made whenever, in Seller's opinion, clear and safe berth for the vessel is not available, or when, for any other reason, delivery would, in Seller's opinion, be unsafe or inadvisable.
15. Delivery into Buyer's vessel by barge need not be made whenever, in the opinion of Seller or the fuel barge contractor, safe passage or clear and safe berth for the barge, whether alongside Buyer's vessel or otherwise, is not available, or when, for any other reason, in the opinion of Seller or the fuel barge contractor, delivery would be unsafe or inadvisable.
16. The Seller reserves the right to have the delivery made by a third party supplier if for any reason delivery cannot be made from its own supply. The Buyer shall be responsible for all demurrage or additional expenses incurred by the Seller if the Buyer, its vessel or its port agent causes delay to the barge, truck or delivery facilities. The Buyer shall also pay any charges for mooring, unmooring and port dues, if incurred. In addition, the Buyer shall be liable for any expenses incurred by the Seller resulting from the Buyer's failure to accept the full quantity of Products ordered by the Buyer.
17. In the event that performance is prevented or delayed by such a contingency, the Seller may reduce deliveries in any manner as it may determine in its sole discretion.
18. If performance is made substantially more expensive by such a contingency, the Seller shall have the option either to reduce or stop deliveries or to continue deliveries and increase prices in fair proportion to the increased cost of operation under such a contingency.
19. Quantities not sold or purchased due to the occurrence of such a contingency may be reduced or eliminated from the contractual amount at the discretion of the Seller.
20. The quantity of Marine Fuel delivered shall be the quantity specified in the Confirmed Nomination with an operational tolerance at Seller's option.
21. The buyer's Vessel in question shall be bunkered as promptly as the circumstances permit. The Seller shall not be liable for any demurrage paid or incurred by the Buyer or for any loss, damage or delay of the Vessel of any nature whatsoever due to congestion at the loading terminal, prior commitments of available barges or tank trucks or any other reason.

5. Delivery and Cancellation

1. Delivery shall be deemed completed by the Seller to the Buyer at the permanent intake connection of Buyer's Vessel, whether product is delivered ex-wharf or by fuel barge. At either location, however, pumping shall be performed under the direction of Buyer or Buyer's Vessel personnel. If full payment of any amount due to the Seller has not been made by the Buyer,



the Seller has the right to attach or assert a maritime lien or claim against the vessel and/or sister ship and/or any other asset of the Buyer (or the owner of the vessel) whereby situated in the world without prior notice.

2. Buyer shall be responsible for connection of the loading hose to the intake of the Vessel from the Delivery vessel and shall monitor and direct safe receipt of the Bunker by the Vessel.
3. If buyer cancels or fails to take, in whole or in part, the delivery of Marine Fuels as specified in the Nomination and/or Confirmation Agreement, within the agreed delivery period for whatsoever reason other than a Force Majeure event, Buyer shall pay Seller a cancellation fee equal to the greater of:
 - a. US \$ 5 (Five United State Dollars) per metric tonnes and/or amount equivalent to currency of transaction mentioned in Nomination and/or Confirmation Agreement, as liquidated damages, and
 - b. all losses and liabilities incurred by Sellers as a result of such cancellation or failure to take full delivery, including without limitation:
 - i. The difference in price as per the Confirmation and Seller's reasonable estimate of market price for the delivery port as per the customary market marker on the date of such cancellation or failure to take full delivery,
 - ii. Losses, costs and damages associated with terminating, liquidating, obtaining or re-establishing any hedging arrangement or related trading position,
 - iii. Costs to sell,
 - iv. Storage
 - v. Pump back fees
 - vi. Port dues
 - vii. Government imposed fee/penalties
 - viii. And/or any other expenses associated in relation with cancellation.
4. If possible, the buyer's vessel shall provide segregated tankage to receive the contracted quantity of bunkers; and the Vessel shall always be able to perform own blending on board.

6. Inspection and Measurements

1. The quantity of Bunker delivered shall be determined by measurements of gauges of the delivery vehicle / barge tanks (as the case may be), at Seller's sole option and Buyer will be charged on the basis of these measurements, regardless of quantities received in buyer's vessel tanks. Buyer has a right to have its representative present during measurement to verify the same, but in the event no such representative attends, determination of quantity shall be made solely by Seller, and such determination shall be conclusive and binding.

7. Claims

1. Any claim by Buyer as to shortage in quantity must be noted on the Letter of Protest (LOP) signed by Master or Chief Engineer at time of delivery. Quantity determination shall be made on the basis of Seller's barge tanks or Seller's Delivery Vehicle. Quantity calculations and quantity claims made on the basis of Buyer's Vessel's measurements shall not be applicable. Quantity claims made on the basis of alleged incorrect density used for Seller's quantity determination shall be addressed by means of analysis of a Seller's sample at a mutually agreed independent laboratory. Should the independent laboratory's determination of density fall within the established test precision range (repeatability and reproducibility) for



density, no adjustment to the invoice quantity shall be made and the costs for the analysis of the independent inspector shall be borne by the Buyer. Should the independent laboratory's determination of density fall outside the established test precision range (repeatability and reproducibility) for density the invoiced quantity shall be adjusted, either higher or lower, accordingly and the costs for the analysis of the independent inspector shall be borne by the Seller.

2. Any claim by Buyer with respect to deficiency in quality of Bunker delivered by Seller, or claim by Buyer that Seller delivered improper or the wrong kind of Bunker must be made as soon as possible, and in no event more than fourteen (14) days from date of delivery to the Buyer's vessel on making claim, Buyer shall immediately give Seller reasonable opportunity to test the sample, as per clause no. 3.3, by the way of giving consent to sellers, on appointment of independent laboratory, in no event more than 7 days from date of lodging claim by buyers as same shall be required by Seller to satisfactorily evaluate the claim and reach to the conclusion. Quality claims made on the basis of alleged incorrect quality supplied shall be addressed by means of analysis of a Seller's sample at a mutually agreed independent laboratory. Should the independent laboratory's determination of quality fall within the established test precision range (repeatability and reproducibility except for Flash Point) for said parameter, no claim to the sellers shall be made by the Buyer. Should the independent laboratory's analysis confirm that off-specification fuel has been delivered the expenses of the analysis by the independent laboratory shall be borne by the Seller. Any cost associated with the Buyer appointing a representative to witness the sample seal-breaking and/or analysis at the independent laboratory shall be the sole responsibility of Buyer. Buyer shall take all reasonable measures, including retention and burning of Bunker in accordance with Seller's instructions, to eliminate or minimize any costs associated with an off-specification or suspected off-specification supply. Subject to and not to exceed the maximum liability Seller will be responsible only for direct expenses incurred for removal and replacement of Bunker. If Buyer removes such Bunker without the consent of Seller, then all such removal and related costs shall be for Buyer's sole account.
3. Buyer shall immediately give Seller all reasonable opportunity to inspect the vessel, including, without limitation, its engines, fuel tanks, equipment, logs, records and copies of communications, including communications between vessel and Buyer (and/or between vessel and owner or operator) as well as communications to and from fuel testing organizations consulted by Buyer or vessel interests and/or any other type of enquiry/investigation, which in sellers deemed fit to reach to the conclusion. If these conditions are not met within said Fourteen (14) day period, Buyer shall be time-barred from making claim. See further clause 10.5
4. Failure to meet above conditions (as referred in clause 7.3) shall constitute a waiver of the Buyer's claim. It is the duty of the Buyer to take all reasonable actions to eliminate or minimize any damages or costs associated with any off-specification or suspected off- specification Products. To this end Buyer shall cooperate with the Seller in achieving the most cost effective solution including the consumption of the Product after treatment and/or special handling. In the event that the Product is off- specification and cannot be consumed by the vessel; Buyer's remedies shall be limited exclusively and solely to replacement of the nonconforming products. If Buyer removes Product:
 - a. Without the express written consent of Seller and/or
 - b. At the location where seller is not agreeable; then all such removal and related costs shall be solely for Buyer's account. No liability will be borne by seller for
 - i. any demurrage or other vessel delay or for indirect, special, incidental or



- consequential damages, including, but not limited to damages arising from the exercise of sellers right to suspend and/or terminate delivery of product, or
- ii. any acts or omissions of Agents and/or sub-contractors of seller including without limitation, fuel transporters or fueling agents.
5. Seller shall not be responsible for any claim arising from the commingling of Bunker delivered by Seller with other fuel or substances aboard Buyer's vessel or aboard the fuel barge.
 6. Claim of any nature does not relieve Buyer of responsibility to make full and timely payment of all amounts billed by Seller as provided in Clauses 2 and 9.
 7. The parties shall endeavor to resolve the matter one way or the other within forty- five (45) days of receipt of claim. If Seller responds to the Buyer regarding any complaint or claim and Buyer does not acknowledge such response within fifteen (15) days, then the complaint or claim shall be considered closed unless otherwise agreed to in writing by the Seller. Where Buyer and Seller cannot come to agreement on such claim within ninety (90) days from when it was made, either party may invoke the dispute resolution procedures in accordance with the provisions of Clause 12 below. However, nothing in this contract shall relieve the Buyer of its obligation to make payments in full when due without offset or deduction as provided herein.
 8. In certain locations, Seller utilizes third-party independent operators to provide barging and towage services in connection with the delivery of the Bunker. Seller is not liable for the acts or omission of such operators but, to the extent that Buyer has a claim against such operator, Seller (at the request of Buyer) shall provide the contact information of such operator so that Buyer can pursue a claim directly against such operator.
 9. It is a condition precedent to any obligation or liability whatsoever for payment by the Seller that all sums due to it from the Buyer shall have first been paid.
 10. In any case, claims of the Buyer shall be time barred unless legal proceedings have been initiated before the competent Court within twelve months after the date of delivery or the date that the delivery should have commenced pursuant to the written confirmation from the Seller.

8. Title

1. Title in and to the Bunkers delivered and/or properly rights in and to such Bunkers shall remain vested in the Seller until full payment has been received by the Seller of all amounts due in connection with the respective delivery.
2. Until full payment of any amount due to the Seller has been made, the Buyer shall not be entitled to use the Bunkers other than for the propulsion of the Vessel, nor mix, blend, sell, encumber, pledge, alienate, or surrender the Bunkers to any third party or other Vessel.
3. In case of breach hereof by the Buyer, the Seller is entitled to take back the Bunkers without prior juridical intervention, without prejudice to all other rights or remedies available to the Seller.
4. In the event that the Bunker have been mixed with other bunkers onboard the Vessel, the Seller shall have the right of lien to such part of the mixed Bunkers as corresponds to the quantity or net value of Bunkers delivered.



5. In case the Bunkers, in part or full, are no longer present or can no longer be identified or distinct from other Bunkers, the Seller has the right to attach the Vessel and/or sister ship and/or any other assets of the Buyer (or the Owner of the Vessel), see Clause 2.2, wherever situated in the world without prior notice.
6. Where title in and to the Bunkers delivered has passed to the Buyer and/or any third party before full payment has been made to the Seller, the Buyer shall grant a pledge in such Bunkers to the Seller. The Buyer shall furthermore grant a pledge in any other Bunkers present in the respective Vessel, including any mixtures of the delivered Bunkers and other bunkers. Such pledge will be deemed to have been given for any and all claims, of whatever origin and of whatever nature, that the Seller may have against the Buyer.

9. Payment

1. Upon the transfer of title to the Bunker from Seller to Buyer, the Seller shall have a right to payment of the price by the Buyer for the Bunker sold. Payment of the price for the Bunker and all charges (including delivery charges) shall be made in full (without any abatement, deduction, set-off or counter claim whatsoever) in cleared funds in US dollars (or such other currency as may be stated in the Fuels Agreement). Unless otherwise established in the Fuels Agreement, payment shall be due with effect from the date of delivery and shall be made by means of telegraphic transfer, automated credit transfer or electronic transfer of same day funds quoting the Seller's invoice number and the Buyer's name to the account specified by the Seller in its invoice to the Buyer, value dated no later than thirty (30) calendar days (or such other period as is agreed by the Buyer and Seller) from completion of delivery of the Marine Fuels in question. If, however, the Seller's bank is closed for business on the last day of the applicable credit period, the Buyer shall make its payment by the last day within such credit period when the Seller's bank is open for business. All bank charges in respect of such payments shall be for the remitter's account. Should any claim or dispute arise between the Buyer and Seller in relation to any item on an invoice under this Contract, the Buyer shall make payment in full as set out above. The claim or dispute will be resolved separately and if appropriate, the Seller will issue a debit or credit note to the Buyer when the dispute is resolved.
2. Notwithstanding any agreement to the contrary, payment will be due immediately in case of bankruptcy, liquidation or suspension of payment or comparable situation of the Buyer, or arrest or assets and/or claims of the Buyer, or 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.
3. Should Bunker be ordered by an agent, then such agent, as well as the principal, shall be bound by, and liable for all obligations as fully and as completely as if he were himself the principal, whether such principal be disclosed or undisclosed, and whether or not such agent purports to contract as agent only.
4. Goods once sold will not be taken back and no refund will be allowed.
5. Without limitation to the foregoing or to the Seller's other rights under the Contract or otherwise the Seller shall have the right to require, in respect of any payment not made by the due date, the payment by the Buyer to the Seller of interest thereon at the rate of twenty four (24) percent per annum and pro rata for part thereof, such interest to run from the due date until the date payment is received in cleared funds by the Seller's bank.



6. Nothing in this agreement, terms and conditions and provisions, shall be deemed to excuse the Buyer from its obligation to make payments for Products received.
7. Payments made by the Buyer shall at all times be credited in the following order: (1) all other relevant costs, (2) interest and administrative fee, and (3) invoices in their order of age, also if not yet due.
8. All costs borne by the Seller in connection with the collection of overdue payments, whether made in or out of court and in general all costs in connection with breach of this agreement by the Buyer, shall be for the sole account of the Buyer.
9. The Seller shall at all times be entitled to require the Buyer to grant the Seller what the Seller deems to be proper security for the performance of all its obligations under the agreement. Failing immediate to provide such security upon request, the Seller shall be entitled to stop any further execution of any agreement(s) between the parties until such time as the Buyer has provided the required security.
10. In the event of non-payment, the Seller reserves the right to pursue all legal remedies available to recover the amount owed. The Seller shall have a maritime lien on the Vessel identified by its IMO number until payment and interest has been received by the Seller. The Seller shall not be bound by any attempt by any person to restrict, limit or prohibit its liens attached to the Vessel. 'No-Lien' stamps or remarks in any form or wording on the Delivery Receipt(s) or in any document, letters or e-mails received from owners shall be invalid and of no effect, and shall in no way impair Seller's lien or discharge the Vessel's responsibility for debts under this Contract.

10. Limitations of Seller's Liability

1. Seller contracts to supply Bunker only upon the basis of the liabilities as set forth below, unless otherwise negotiated by the parties and agreed to in writing. The Seller shall not be liable for damages of whatever nature, including physical injury, nor for delivery of bunkers or services, no matter whether or not such damages or delay has been caused by fault or negligence on the side of the Seller. The Seller shall furthermore not be liable for damages or delay as described above when such damages or delay has been caused by the fault or negligence of its personnel, representatives or sub-contractors. Liability of the Seller for consequential damages is excluded. Buyer and its Vessel (inclusive her owners, charterers, managers and agents), shall be solely responsible for any loss or damage occurring on board or to the Vessel resulting from any incident arising out of or in connection with bad weather conditions and/or circumstances beyond control of sellers and/or their barge, terminal, plant, vehicle, pumps, equipment's, machineries etc.
2. Seller is not liable for any loss, damage, expense or delay resulting from strikes or labour difficulties whatsoever and wheresoever occurring or for stoppage or delay of work due to causes beyond its control.
3. Seller is not liable for supplying defective or improper Bunker, or Bunker other than as ordered by Buyer, unless the same is directly and solely caused by the negligence of Seller's own employees, which negligence must be affirmatively proved. In such event, Seller's liability, if any, is strictly limit to the invoice value of the Bunker at the date and port furnished. Buyer acknowledges and warrants that it is Buyer's responsibility to test the fuel provided and to insure that it is proper in all respects prior to the use of such fuel on Buyer's vessel. Accordingly, Seller shall not be responsible for any damage to Buyer's vessel, including,



without limitation there to, its machinery or tanks or their contents, caused by use of defective, improper or the wrong kind of Bunker. Under no circumstances will Seller be liable for any consequential damages whatsoever including, without limitation delay, detention, demurrage, charter hire, crew wages, towage, pilotage, port or wharf charges, lost profits, barge delivery charges and increased costs or expenses for obtaining replacement fuel.

4. Seller is not liable for damage to Buyer's vessel or other property, caused by acts other than the supplying of defective or improper fuel, or for any other loss sustained by the vessel, its owners, charterers, underwriters, or other parties in interest, in contract, tort or otherwise.
5. Seller shall be discharged from all liability for defective workmanship, material or Bunker, or for other loss or damage, unless the same is discovered and claim in writing made to Seller within fourteen (14) days after the Bunker was delivered to the vessel or the vessel damaged by Seller's employees as above described and litigation is commenced within one year after the Seller delivered the Bunker or Seller's employees otherwise damaged Buyer's vessel or other property.
6. Buyer shall indemnify and hold harmless Seller and their agents, terminal and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of services or the providing of Bunker under this contract, including claims, damages, losses, penalties, statutory liability or expenses arising under any law (whether UAE law or otherwise), including but not limited to air, water quality or hazardous waste statute, regulation or ordinance, hereinafter referred to as "Claims", providing that any such claim, damage, loss, penalty, statutory liability or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, or due to the Claims, and (b) is caused in whole or in part by any negligent act or omission of Buyer, the vessel or vessel interests, their agents or employees or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, penalty, statutory liability or expense is also caused in part by the Seller, the fuel barge contractor, their agents, terminal or employees. (c) The foregoing is in lieu of all warranties and liabilities of Seller; express or implied. (d) Buyer shall indemnify and hold Seller and/or their appointed barge (inclusive barge – owners, charterers, managers and agents), terminal, vehicle and plant harmless as to any damages, injury, claims, expenses, losses, statutory liability or penalties arising due to bad weather condition and/or circumstances beyond Seller's control.

11. Environmental Protection

1. If a spill occurs while the Bunkers are being delivered, the Buyer shall promptly take such action as is necessary to remove the spilled Bunkers and mitigate the effects of such spill. Without prejudice to the generality of the foregoing the Seller is hereby authorized in its full discretion at the expense of the Buyer to take such measures and incur such expenses (whether by employing its own resources or by contraction with others) as are necessary in the judgment of the Seller to remove the spilled Bunkers and mitigate the effects of such spill. The Buyer shall cooperate and render such assistance as is required by the Seller in the course of the action. All expenses, claims, costs, losses, damages, liability and penalties arising from spills shall be borne by the party that caused the spill by a negligent act or omission. If both parties have acted negligently, all expenses, claims, losses, damages, liability and penalties, shall be divided between the parties in accordance with the respective degree of negligence. The burden of proof to show the Seller's negligence shall be on the Buyer. The Buyer shall give the Seller all documents and other information concerning any spill or any program for the



prevention thereof, that are required by the Seller, or are required by law or regulation applicable at the time and place of delivery.

2. Buyer warrants that the Bunker purchased hereunder is for the operation of the receiving vessel and that vessel only. Buyer shall hold Seller harmless as to any claims, expenses, losses, taxes or penalties arising from Buyer's breach of this warranty, including attorney fees.
3. Buyer warrants that the vessel fuel is in compliance with all national, state and local statutes, regulations and ordinances, including those requiring proof of financial ability in regard spills of oil and hazardous materials. Buyer shall hold Seller harmless as to any delays, claims, losses, expenses or penalties arising from breach by Buyer of this warranty, including attorney fees.
4. It is the responsibility of the master of the Vessel to notify the Seller, per written, before commencement of supply, of any conditions, difficulties, peculiarities, deficiencies or defects with respect to engines, boilers, fuel tanks, piping, navigation equipment, mooring lines, tackle, gear, and any other types of equipment of their own vessel and/or calibration chart, pipe lines and/or any other equipment, defect, conditions, deficiencies, peculiarities of Marine Fuel delivering resources used by the Sellers and/or Seller's suppliers, which might jeopardize or impose hazards or problems in connection with handling, mooring, unmooring or bunkering of the vessel. Buyer's vessel will not be moored at wharf or alongside any other marine loading facilities, or a fuel barge and/or any other Marine Fuel delivering resources brought alongside the Buyer's vessel, unless said vessel is free of the aforesaid conditions, difficulties, peculiarities, deficiencies or defects.

12. Governing Law, Jurisdiction and Dispute Resolution

1. These STCS and each Contract to which they apply shall be governed by the general maritime law of the United States of America, which shall include the Commercial Instruments and Maritime Lien Act ("together the General Maritime Law"). The state law of the State of New York shall also apply to these STCS and each Contract to which they apply, but only so far as is strictly necessary to govern matters not addressed by the General Maritime Law.
2. 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.
3. 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.
4. In cases where the claim or any counterclaim does not exceed the sum of USD 2,000,000 (or such other sum as the parties may agree) the arbitration shall be referred to a sole arbitrator.
5. In all other cases 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.

6. Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.
7. The 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
8. In case of breach of contract by the Buyer, the Seller shall be entitled to take such legal action in any court of law in any state or country which the Seller may choose and which the Seller finds relevant in order to safeguard or exercise the Seller's rights in pursuance of this present Agreement. The Seller shall be entitled to assert its rights of lien or attachment or other rights, whether in law, in equity, or otherwise, in any jurisdiction where the Vessel may be found.

13. Force Majeure

1. Neither party shall be responsible for any loss, damage, delay or failure in performance under this Contract resulting from an act of God, or the port or area of delivery being affected by war, civil commotion, riot, quarantine, strike, stoppage, lock-out, arrest, restraint of princes, rulers and people, piracy, acts of terrorism or any event whatsoever which is beyond the control of Seller and cannot be avoided or guarded against the exercise of ordinary care.
2. In the event that the Seller, as a result of force majeure, can only deliver a superior grade of bunkers, the Seller is entitled to offer the said grade, and the Buyer must accept delivery thereof and pay the applicable price.
3. The Seller or the Seller's supplier shall not be liable for any loss, damage or demurrage due to any delay or failure in performance (a) because of compliance with any order or request of any government authority, or person purporting to act therefore, or (b) when supply of the Bunkers or any facility of production, manufacture, storage, transportation, distribution or delivery contemplated by the Seller's supplier is interrupted, unavailable or inadequate for any cause whatsoever is not within the immediate control of the Seller or the Seller's supplier, including (without limitation) if such is caused by labour disputes, strikes, governmental intervention, wars, civil commotion, fire flood, earthquake, accident, storm, swell, ice, adverse weather or any act of God. The Seller or the Seller's supplier shall not be required to remove any such cause or replace any effected source or supply or facility if doing so shall involve additional expense or a deviation from the Seller's or the Seller's supplier's normal practices. The Seller, or the Seller's supplier shall not be required to make any deliveries omitted in accordance with this clause at any later time.
4. In the event that performance is prevented or delayed Force Majeure, the Seller may cease or reduce deliveries in any manner as it may determine in its sole discretion. Nothing in the provision shall be deemed to excuse Buyer from its obligation to make payments for Bunker delivered.
5. The Seller reserves the right to increase the price charged for any Marine Fuels if there is any increase in the costs incurred or to be incurred by the Seller in making the relevant supply due to factors which constitute a Force Majeure event.

14. Breach and Cancellation



1. Notwithstanding anything to the contrary express or implied herein, the Seller (without prejudice to its other rights) may at its sole discretion either terminate the Contract immediately or immediately suspend delivery under the Contract until further notice, on notifying the Buyer either orally (confirming such notification in writing) or by notice in writing, if a liquidator, administrator, trustee in bankruptcy, receiver, receiver or manager or equivalent officer is appointed in respect of the assets and/or undertaking of the Buyer, or the Buyer enters into an arrangement or composition with its creditors, or any similar appointment, arrangement or composition is made under any applicable law, or if the Seller has a reason to anticipate any such appointment, arrangement or composition.
2. In the case of multiple deliveries under the Contract, notwithstanding anything else to the contrary express or implied elsewhere herein, (but always without prejudice to Seller's other rights at law and under the Contract) the Seller may at its sole discretion either terminate the Contract immediately or immediately suspend delivery under the Contract until further notice, on notifying the Buyer either orally (confirming such notification in writing) or by notice in writing, if the Buyer fails to make any payment due to the Seller under the Contract in full and punctually by the due date.
3. The Seller shall have the option to immediately cancel the agreement in full or in part, or to store or produce the storage of the Bunkers in whole or in part for the account and risk of the Buyer and to charge the Buyer the expenses thereby incurred, or to hold the Buyer fully to the agreement, or take any other measures which the Seller deems appropriate, without prejudice to its rights of indemnification, without any liability on the side of the Seller, in any (but not limited to) one of the following cases:
 - a. When the Buyer, for whatever reason, fails to accept the Bunkers in part or in full at the place and time designated for delivery;
 - b. When the Buyer fails in part or in full to comply with its obligations to pay any amount due to the Seller and/or provide security as set out herein;
 - c. When, before the date of delivery, it is apparent in the opinion of the Seller that the financial position of the Buyer entails a risk for the Seller;
 - d. When, in case of force majeure, the Seller is of the opinion that the execution of the agreement shall be cancelled.
4. The Seller may terminate any agreement with the Buyer in whole or in part, in its full discretion, upon the breach of any provisions hereof by the Buyer.

15. Arrest of Vessel

1. Notwithstanding anything to the contrary herein and without prejudice to any rights or remedies otherwise available to the Seller, the Buyer, by its acceptance of these conditions, expressly authorizes the Seller to arrest the Vessel in question, or any other Vessel owned or operated by the Buyer, under any applicable jurisdiction as security for the obligations of the Buyer. Should the Buyer fail to make any payment to the Seller immediately when due the Seller may did pose of such arrested Vessel whether by sale or otherwise as applicable under the relevant jurisdiction. Any costs or expenses of whatever kind incurred by the Seller in



respect of such arrest shall be for the sole account of the Buyer and shall be added to the claim for which arrest is made.

2. The Seller shall have the right to obtain a payment guarantee from the Owner as set forth in clause 2.2. If such guarantee has been given by the Owner and the Owner has not paid the outstanding amount to the Seller within 5 (five) business days after proper written notice has been received, the Seller has the right to arrest the Vessel or any other Vessel owned or operated by the Owner. The Seller shall further have the right to dispose of such Vessel as set forth in Clause 15.1 above.

