

TERMS AND CONDITIONS FOR SALE OF MARINE FUELS

1 INTERPRETATION

1.1 In these Terms and Conditions

"**Affiliate**" means any legal entity which controls, is controlled by, or is under common control with, another legal entity, and "control" means legal or beneficial ownership of fifty percent (50%) or more of the shares in a legal entity entitled to appoint directors or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity.

"**Bunker tanker**" means the bunker barge supplying Marine Fuels to the Vessel.

"**Buyer**" means the party stated in the Confirmation Note contracting to purchase, take delivery and pay for the Marine Fuels.

"**Contract**" means the contract for the purchase and sale of the Marine Fuel between the Buyer and the Seller comprising of the Sales Confirmation and these Terms and Conditions.

"**Confirmed Nomination**" shall have the meaning defined in Clause 5.

"**Delivery Window**" means the date range designated in the Sales Confirmation which shall begin on the ETA and end on the ETD. The Delivery Window shall not exceed seven (7) days.

"**ETA**" means the estimated date of arrival of the Buyer's vessel requiring the delivery of Marine Fuels.

"**ETD**" means the estimated date of departure of the Buyer's vessel requiring the delivery of Marine Fuels.

"**Parties**" means the Sellers and Buyers collectively.

"**Party**" means Sellers or Buyers.

"**Marine Fuel**" means the marine fuel(s) specified in the Sales Confirmation, and which the Seller is to supply in accordance with these Terms and Conditions.

"**Owner**" means the registered owner(s), beneficial owner(s) and/or bareboat charterer(s) of the Vessel and any Receiving Vessel.

"**Receiving Vessel**" means any vessel which receives and utilises the Marine Fuel sold hereunder.

"**Sales Confirmation**" means a confirmation in writing from the Seller to the Buyer setting forth the particular terms of each sale of the Marine Fuel, and incorporating these Terms and Conditions.

"**Sanctioned Country**" means, at any time, a country or territory which is the subject or target of any country-wide or territory-wide Sanctions broadly restricting or prohibiting dealings with such country, territory or government, including but not limited to Iran, Russia, Venezuela, and/or the Democratic People's Republic of Korea.

"**Sanctioned Entity**" means any person, being an individual, corporation, company, premises, association or government, who or which is (a) a person listed in any list of specially designated nationals or designated persons or entities maintained by a Sanctions Authority; (b) (1) 50% or more owned or (2) controlled, by any persons described in paragraph (a) of this definition; or (c) otherwise the subject of Sanctions.

“Sanctions” means any economic, financial or trade sanctions laws, regulations, executive orders, prohibition or restriction, restrictive measures or other economic, financial or trade sanctions requirements enacted, administered, imposed, enforced or publicly notified by a Sanctions Authority.

“Sanctions Authority” means (a) the United Nations Security Council, (b) the United States of America, (c) the European Union or any of its member states’ governments, (d) the United Kingdom, (e) Singapore, (h) Malaysia, and/or (g) the flag State of the Vessel, each acting through the respective governmental and agencies of any of the foregoing (including through the Office of Foreign Assets Control of the U.S Department of Treasury, the United States Department of State, the United States Department of Commerce, and His Majesty’s Treasury).

“Seller” means SOVARNO OIL AND GAS Pte Ltd.

“Supplying Company” means the party supplying the Marine Fuel for and on behalf of the Seller.

“Term basis” means the Buyer makes a single purchase of Marine Fuels from the Seller.

“Terms and Conditions” means the standard terms and conditions set out in this document.

“Vessel” means the vessel nominated by the Buyer to receive and take delivery of the Marine Fuel, and which does so.

“Working Day” means any day other than a Saturday, Sunday, or public holiday in Singapore.

- 1.2 Unless the contents otherwise require, reference to the Seller or Buyer shall include their servants, agents, or designated representatives.
- 1.3 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, and words denoting persons include firms and companies, and vice versa.

2 BASIS OF SALE

- 2.1 Each sale of the Marine Fuel shall be confirmed by a Sales Confirmation. No terms and conditions proposed by either Party (including but not limited to any purchase confirmation, purchase order, and/or any other document(s) purporting to fulfil a similar function) except for these Terms and Conditions, whether before or after the Sales Confirmation, shall be or become part of the Contract. In the event of any inconsistency between these Terms and Conditions and any term in the Contract, such particular term or terms shall prevail over these Terms and Conditions only to the extent of such inconsistency.
- 2.2 The Contract shall be firm and binding upon the Buyer’s acceptance of the price quoted by the Seller by way of fax, telex, electronic communication including but not limited to electronic mail, chat message, information, submission or instant messenger communication, telephone, registered and reply-paid letter in writing or verbally. Confirmation in writing by the Seller of the price may be provided to the Buyer, but the absence of such confirmation shall not void the agreement of sale and/or the Contract.
- 2.3 Contracts entered or negotiated via brokers, or any other authorised representative on behalf of the Seller, shall only bind the Seller upon the Seller’s broker or other authorised representative sending the Sales Confirmation to the Buyer or the Buyer’s broker as the case may be.
- 2.4 Unless otherwise provided herein or agreed in writing by the Seller, these Terms and Conditions shall supersede all previous terms and conditions issued by the Seller and shall override any terms stipulated, incorporated or referred to by the Buyer or Seller whether in any quotation or order or in any negotiations.
- 2.5 Within the Delivery Window:

- 2.5.1 the Seller shall deliver the Marine Fuels; and
- 2.5.2 the Buyer shall take delivery of the Marine Fuels, day and night, Sundays and holidays included, at the port or place of delivery, subject always to the custom of that port or place.

3 PRICE

- 3.1 The price of the Marine Fuel shall be the price as set out in the Sales Confirmation.
- 3.2 The prices quoted are in United States Dollars (unless otherwise expressly stated) and are exclusive of taxes, levies, duties, expenses, fees, wharfage dues, delivery charges, barging fees, jetty fees, mooring and unmooring charges, pipeline charges, port dues and any other costs or charges arising out of or in connection with or incurred by the delivery of the Marine Fuel under the Contract (including without limitation those imposed by governments and/or authorities), all of which shall be included in the invoice to the Buyer and solely borne by the Buyer.
- 3.3 If the Buyer or the Vessel fails to take delivery within the Delivery Window, the Seller may, at its sole discretion and option:
 - 3.3.1 deliver to the Buyer on a date of the Seller's choice at the price stated in the Sales Confirmation plus any additional costs and losses incurred by the Seller in delivering outside the Delivery Window, which shall include additional storage costs, demurrage, detention, and/or hedging losses (as applicable); or
 - 3.3.2 accept a new Delivery Window as the basis of a new Contract for which a new price is to be agreed upon with the Buyer; or
 - 3.3.3 terminate the Contract, in which case the Buyer shall pay to the Seller any costs, losses, and damages, arising out of or in connection with the Buyer's failure to take delivery, including without limitation, additional storage costs, demurrage, detention, and/or hedging losses (as applicable).

4 CHARGES

- 4.1 In addition to the prices payable for the Marine Fuel, unless agreed otherwise by the Seller, the Buyer shall pay all:
 - 4.1.1 Lighterage, freight, bunker barge or tanker charges, vehicle, crane, equipment, pipeline charges, wharfage, mooring and unmooring charges, pilotage, port dues, insurance, overtime and clean-up costs which may be incurred by the Seller in connection with the delivery of the Marine Fuel under the Contract.
 - 4.1.2 Duties and taxes incurred by the Seller or for which the Seller is accountable in respect of the delivery of the Marine Fuel under the Contract.

5 NOMINATION

- 5.1 Where the Contract is a term contract ("**Term Contract**"), the Buyer shall nominate Vessels to the Buyer in accordance with the following procedure:
 - 5.1.1 The Buyer shall give the Seller, unless otherwise specified by the Seller, not less than seven days prior to the arrival of the Vessel at the supply port, written notice setting out all the Buyer's requirements for delivery of the Marine Fuel, which notice shall specify: (i) the name of the Vessel as well as her IMO number; (ii) the name and contact details of the Vessel's local agent(s); (iii) the supply port as well as the ETA and ETD of the Vessel at

the supply port; (iv) location of the Vessel; (v) method of delivery; and (vi) the grade, maximum sulfur content and quantity of the Marine Fuel. In such notice, the 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 Marine Fuels. Notwithstanding anything to the contrary express or implied elsewhere in the Contract, the Seller shall have the right at the Seller's sole discretion to decline the nomination of any vessel notified by the Buyer. No vessel shall be deemed to have been nominated unless and until the Seller has confirmed the nomination by sending a notice in writing (a "**Confirmed Nomination**") to the Buyer within forty-eight (48) hours of Buyer's notice. Upon the issue of Seller's Confirmed Nomination, the Buyer's vessel shall be treated as if the nomination had been specified in the Sales Confirmation.

- 5.2 Under a Term Contract, (i) the name of the Vessel as well as her IMO number, (ii) the supply port as well as the ETA and ETD of the Vessel at the supply port, (iii) method of delivery, (iv) the grade, maximum sulfur content and quantity of the Marine Fuel, and (v) 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, shall be specified in the Sales Confirmation. Prior to the issue of that Sales Confirmation, the Buyer shall have provided the Seller with the name and contact details of the Vessel's agent. The vessel nomination shall be deemed confirmed by the Seller's issuance of the Sales Confirmation.
- 5.3 The Buyer shall reimburse the Seller for overtime and/or other additional expenses incurred due to the failure of the Buyer to provide the Seller with sufficient details and/or adequate prior notice of changes to any nomination. The Seller shall not be liable for any costs, losses, damages, and/or expenses incurred by the Buyer and/or any other party as a result of any changes and/or additions to the details set out in the Buyer's nomination, if despite Seller's reasonable endeavours, it is unable to accept any changes to any nomination.

6 DELIVERY

- 6.1 The Seller shall deliver the Marine Fuel to the Vessel at the port or place stated in the Sales Confirmation and such delivery shall be subject to the applicable regulations, requirements and procedures prevailing at the port or place, and the time, of delivery, as well as the authorities of such port or place.
- 6.2 The vessel's ETA and ETD shall be as stated in the Sales Confirmation. The Seller shall not be obliged to supply the Marine Fuels if the Buyer, any Vessel, or its agent(s), requests the supply to be made outside the Delivery Window.
- 6.3 The Buyer, or its agent at the port or place of delivery, shall give the Seller, or its representatives at the port or place of delivery, a minimum of forty-eight (48) hours (the running of which shall exclude Saturdays, Sundays and public/dock holidays) prior written notice before arrival, indicating the exact location at the port of delivery, the time within the Delivery Window that the delivery is required and confirmation of the receiving rates, grades and quantities of Marine Fuels that are required and if the MARPOL sample is to be drawn in accordance with the MARPOL guidelines. This notice must be received by the Seller or its representative during its regular working hours and business days. If the Buyer or its agent fails to do so, the Seller shall not be liable for any resulting delay in delivery and the Buyer shall reimburse any costs incurred by the Seller.
- 6.4 On receipt of the notice referred to in Clause 6.3, the Seller or its representative shall provide the agent or the Buyer with an estimate of the date and time of the delivery.
- 6.5 Delivery of the Marine Fuels shall take place upon the Buyer receiving Marine Fuels on board its vessel from the Seller's bunker barge (which shall include bunker vessels).
- 6.7 The Buyer warrants that the Vessel and each Receiving Vessel can safely receive Marine Fuels and shall ensure that such Vessel and each Receiving 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. The Buyer (or its representative) shall, prior to delivery of the Marine Fuels, inform the Seller of the following in writing:

- 6.7.1 the quantity and grade of Marine Fuels to be supplied and, if more than one grade of fuel is to be supplied, the order in which the grades are to be supplied; and
 - 6.7.2 the maximum allowable pumping rate and pressure that the Vessel requires and agree on communication and emergency shut-down procedures; and
 - 6.7.3 any special conditions, difficulties, peculiarities, deficiencies or defects in respect of, and particular to, the vessel and which might adversely affect the delivery of the Marine Fuels; and
 - 6.7.4 provide either, a free side of the Vessel for delivery to take place.
- 6.8 The Buyer and Vessel shall render all necessary assistance which may reasonably be required to moor or unmoor the Seller's delivery vessel. The Buyer and Vessel shall be responsible for all connections and disconnections between the delivery hose(s) and the vessel's manifold and shall require the hose(s) to be properly secured and connected to the Vessel's manifold prior to the commencement of delivery of Marine Fuels. If in the Seller's opinion the Vessel cannot safely receive Marine Fuels, then the Seller has the option to either suspend delivery until, in the Seller's opinion, the Vessel can safely do so or terminate the delivery or the Contract.
- 6.9 The Vessel shall provide sufficient segregated tankage to receive the quantity of Marine Fuels stated in the Sales Confirmation or Confirmed Nomination (as applicable), plus five (5) percent or five (5) Metric Tonnes, whichever is greater. The Buyer shall pay any cost or expenses incurred by the Seller as a result of the Buyer failing to take the specified quantity.
- 6.10 The Seller shall not be responsible for on-board safety or storage failures that may affect the delivery of the Marine Fuels and shall have the right to recover from the Buyer any resulting cost incurred. In the event of delay in the use of delivery or barging facilities due to the Buyer or to the Vessel for any reason whatsoever, the Buyer shall reimburse the Seller for any expenses, including demurrage, incurred due to such delay. Notwithstanding any other provision in the Contract and these Terms and Conditions, the Seller shall not be liable for delays due to congestion in ports, at terminal installations or delays caused by prior commitments of bunker barges or floating storage units.
- 6.11 The Seller reserves the right to have the delivery undertaken by a third party Supplying Company if for any reason delivery cannot be made from its own supply.
- 6.12 Without prejudice to the Seller's right to cancel the nomination, in the event the Vessel arrives earlier or later than the firm date and time of arrival, the Seller is under no obligation whatsoever to effect prompt delivery, and any guarantee or warranty given expressly or impliedly as to prompt delivery is hereby expressly excluded.
- 6.13 Where deliveries are required with regards to floating kiosk, outside normal working hours and are permitted by applicable regulations, the Buyer will pay all overtime and extra expenses incurred in connection therewith.

7 QUANTITY

- 7.1 The quantities of Marine Fuels ordered by the Buyer for delivery shall be those quantities stated in the Fuels Agreement, subject to confirmation of supply by the Seller. Any attempt to unilaterally change or modify the quantity of Marine Fuels to be delivered under the Sales Confirmation or Confirmed Nomination (as applicable) by a representative of the vessel prior to or during delivery shall be prohibited.
- 7.2 The quantity of the Marine Fuel delivered shall, at the Seller's sole option, be finally and conclusively determined from the gauge or meter of the floating storage unit or Bunker Tanker effecting delivery or the gauge or meter of the shore terminal or wharf, as applicable, or in either case, by such other method the Seller deems fit. Except where government regulations or local authorities determine otherwise, adjustment in volume owing to difference in temperature, for gauge readings, shall be made in accordance with API/ASTM-IP Petroleum Measurement Standards for Generalised Products (Table 6B, 24B or 54B depending on port location). Even

if the chosen method for determining quantity of the Marine Fuel delivered is by meter, the Seller shall be entitled, at its sole option, to carry out gauging of any or all tanks for the its own records and/or determination of the final quantity delivered if the meter reading for any part of the delivery cannot be obtained/retrieved.

- 7.3 In the event that the quantity of the Marine Fuel is to be determined by meter and there is a metering stoppage/failure prior to or in the middle of a delivery and the delivery cannot be continued, determination of the remaining quantity delivered shall be from the gauge of the bunker tanker or barge effecting delivery, or the gauge of the shore terminal or wharf in case of ex-wharf delivery. The final quantity delivered shall conclusively be the sum of quantities delivered from the meter and gauge readings recorded. However, if the meter reading for any part of the delivery cannot be immediately obtained/retrieved, the determination of the final quantity delivered shall be solely and conclusively from the gauge of the bunker tanker or barge effecting delivery, or the gauge of the shore terminal or wharf in case of ex-wharf delivery.
- 7.4 Taking of measurements, by gauge and/or meter and/or sounding, shall be carried out by the Seller or its representative. The Buyer may appoint, at its own cost, a representative to witness the taking of measurements. The Buyer will be charged for Marine Fuels on the basis of these measurements and determination of quantity shall be made solely by the Seller. All such measurements made by the Seller shall be final and binding save for manifest error or fraud. The Seller shall record the quantity of fuel delivered on the bunker delivery note.
- 7.5 In respect of the quantity agreed upon, the Seller shall be at liberty to provide, and the Buyer shall accept, a variation of 5% from the agreed quantity, with no other consequence than a similar variation to the corresponding invoice from the Seller.

8 QUALITY

- 8.1 Notwithstanding any information which may be provided by the Seller to the Buyer regarding characteristics of the Marine Fuel, the Buyer shall have the sole responsibility for selection and acceptance of the Marine Fuel for use in the Vessel and Receiving Vessels including determination of compatibility with fuel already on board the Vessel and each Receiving Vessel. In no event shall the Seller be responsible for any loss caused by quality or compatibility of the Marine Fuel delivered if the Marine Fuel is mixed or comingled with any other product(s), marine fuel(s), and/or additives on board the Vessel.
- 8.2 The quality of the Marine Fuel shall be the usual quality of that grade being sold by the Seller at the time and place of delivery, which grade is set out in the Sales Confirmation. The Buyer shall be solely responsible for nominating to the Seller the grade of Marine Fuels for each delivery from the range of Marine Fuels supplied by the Seller at the location in question. Any warranty as to quality or fitness or suitability of the Marine Fuel for any particular purpose and all warranties and conditions whether written or implied whether by statute, common law or otherwise as to quality, merchantability, or fitness or suitability for any particular purpose, are expressly excluded to such extent permitted by law. The Seller further does not warrant that the Marine Fuel to be delivered is compatible with any other marine fuel, additives, lubricants and/or cylinder oil which may be or will be on board and/or used by the Vessel.
- 8.3 The Seller's employees, servants or agents are not authorised to make any representation concerning the Marine Fuel and its characteristics, description or specifications unless confirmed by the Seller's designated representative in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.
- 8.4 The Buyer, in taking delivery of the Marine Fuel acknowledges that it has not relied upon any written and/or oral representation made by or on behalf of the Seller but has relied exclusively on its own knowledge and judgment as to the fitness for its purpose and usage of the Marine Fuel.

- 8.5 The Buyer acknowledges and agrees that the Marine Fuel may contain biodiesel, in which case, any such biofuel may contain FAME (fatty acid methyl esters) and shall comply with the requirements of the latest edition of EN 14214 or ASTM D6751 (at Seller's sole option).

9 SAMPLING AND TESTING

- 9.1 Sampling by the Seller shall be accomplished throughout the Marine Fuels delivery process. The Seller or its representative shall take a minimum of four (4) representative samples of each grade of Marine Fuels delivered. The Buyer or its representative is entitled to be present at the sampling but the absence of the Buyer or its representative during all or any part of the sampling process shall not prejudice the validity of the samples. The aforementioned samples shall be securely sealed and labelled by the Seller and at least two (2) of these representative samples shall be given to the Buyer, one (1) of which is for MARPOL compliance purposes. Two (2) samples shall be retained by the Seller or its representative for not more than twenty-one (21) days following the date of delivery in a safe place for subsequent verification of the quality thereof, if required.
- 9.2 If the Buyer issues a claim regarding the quality of the Marine Fuels in accordance with Clause 15.3 below, one (1) of the two (2) Seller's retained samples shall be submitted by the Seller for relevant analysis to a mutually agreed local independent laboratory. In the event that the Parties cannot agree on the laboratory, the Seller's choice of laboratory shall prevail. The independent laboratory's analysis shall, absent manifest error or fraud, be conclusive and final and binding on both Buyer and Seller as to the quality of the Marine Fuels delivered. The analysis shall be established by tests in accordance with tests agreed to between the Buyer and the Seller in writing. 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 the Buyer.
- 9.3 When the Buyer (or its representative) or the Master of the vessel requests that sampling is carried out in accordance with MARPOL guidelines and the Seller confirms it is safe to do so, the Seller reserves the right to appoint an independent surveyor to take such sample. The costs incurred by the Seller for this service and any consequential costs will be charged to the Buyer. In making such arrangements, no liability for delaying the vessel will be accepted by the Seller.
- 9.4 If the result of the test of the laboratory falls within the specification limits of the grade of the Marine Fuel, the cost of the test shall be borne by the Buyer.
- 9.5 Any additional samples drawn by the Buyer's personnel, representative or surveyor either during delivery of the Marine Fuel or at any later date after delivery of the Marine Fuel shall not be valid as an indicator of or evidence of the quality of the Marine Fuel supplied. The fact that such samples may eventually bear the signature of the personnel on board the barge or tank truck or other delivery conveyance shall have no legal significance as such local personnel have no authority to bind the Seller to different contractual terms.

10 MARITIME LIEN

- 10.1 Without prejudice to any other right and remedies which the Seller may have, the Marine Fuel supplied to the Vessel and each Receiving Vessel is sold and delivered on the faith and credit of the Vessel and each Receiving Vessel and on the order of the Owner, and it is agreed and acknowledged that the said supply creates a maritime lien over the Vessel and each Receiving Vessel in favour of the Seller. Nothing shall prejudice the Seller's right of the maritime lien under any applicable law, whether at the place of delivery, or the flag of the Vessel or each Receiving Vessel, or the place or jurisdiction of arrest of the Vessel or each Receiving Vessel whatsoever. This clause shall supersede any markings, annotations, stamps, and/or clauses on the bunker delivery note and/or any other delivery documentation.

11 RISK AND TITLE

- 11.1 Subject to Clause 11.2, title, risk of loss and property in the Marine Fuel delivered shall pass to the Buyer once the Marine Fuel passes the flange connection between the delivery hose and the Vessel's intake manifold.
- 11.2 Title in the Marine Fuel shall pass to the Buyer only upon payment by the Buyer of the Marine Fuel in full pursuant to Clause 13. If the Marine Fuel is commingled with any other product(s), marine fuel and/or additives after delivery has been completed, title to the Marine Fuel shall remain with the Seller corresponding to the quantity of the Marine Fuel delivered. If the Marine Fuel is commingled with any other product(s), marine fuel and/or additives and the total commingled fuels are reduced through use to an amount less than the amount delivered under the Contract, title in the unused Marine Fuel will remain with the Seller on a pro rata basis calculated using the amounts as they were when first commingled. The Buyer shall have no right and/or authority to on-sell the Marine Fuel or purport to transfer title in the Marine Fuel to any other party unless and until full payment of the amounts payable by the Buyer for the Marine Fuel has been made to the Seller and title to the Marine Fuel has passed to the Buyer in accordance with the terms of this Contract.

12 INDEMNITY AND LIMITATION OF LIABILITY

- 12.1 The Buyer shall indemnify the Seller against and hold the Seller harmless in respect of any claim, liability, loss, damage, costs, fine, penalty, and expenses whatsoever and howsoever incurred or sustained out of or in connection with the act, omissions, neglect or default of the Buyer, its representatives, servants, agents, contractors, the Vessel, the Vessel's crew and agent in the purchase, delivery, receipt, use, storage, handling or transport of the Marine Fuel.
- 12.2 In no event shall the Seller be liable to the Buyer for any indirect or consequential loss or damage of whatsoever including but not limited to loss of hire, loss of profits or business, increased cost or expenses for obtaining replacement fuel, or loss by reason of shutdown or nonoperation. In no event shall the Seller be liable for punitive damages.
- 12.3 Any loss of or damage to the Marine Fuel, or to any property of the Seller or the Supplying Company or to any other person, during or after delivery caused by the Buyer its representatives, servants, agents, contractors, the Vessel, the Vessel's crew and agent shall be borne by the Buyer and the Buyer shall to such extent indemnify or reimburse the Seller for the same.
- 12.4 In the event that the Marine Fuel delivery is made by bunker tanker or barge, any damage caused by contact and/or collision and/or swell and/or other weather or sea related condition or incident, such damage is to be dealt with by the Owner directly of the involved units, and the Seller cannot be held responsible for such damage. If, however, any of the involved units choose to bring any claim against the Seller as a result of any such damage, the Buyer will fully indemnify and hold the Seller harmless in relation thereto.
- 12.5 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.
- 12.6 The Vessel shall be covered under an appropriately worded "Tovalop" (if the Vessel is a tanker) and have protection and indemnity insurance from a Protection and Indemnity Club which is a member of the International Group and shall have on board the certificate of insurance in respect of liability for oil pollution.
- 12.7 The Seller and the Supplying Company shall have not liabilities whatsoever, including but not limited to any expenses, loss, damages, demurrage whatsoever which may be suffered by the Buyer or any other party as a result of or in connection with:
- 12.7.1 any disputes as to the quantity or the quality of the Marine Fuel;
- 12.7.2 any delay, demurrage, detention or non-delivery due to any other circumstances whatsoever outside the direct and immediate control of the Seller including but not

limited to congestion affecting the delivery, any prior commitment of delivery facilities, public holidays or practices at the port of delivery; or

12.7.3 any inspection or survey conducted by or on behalf or at the request of the Buyer, independently or pursuant to these Terms and Conditions.

12.8 Notwithstanding the foregoing, the Seller's liability herein for any claim or dispute arising out of or in connection with the Contract and/or delivery of the Marine Fuel shall be limited to:

12.8.1 the Seller at its sole discretion requesting the Vessel to debunker the delivered Marine Fuel and refueling the Vessel to the extent of the delivered Marine Fuel within the Singapore port limits; or

12.8.2 the Seller at its sole discretion requiring the Vessel to debunker the delivered Marine Fuel at Singapore, and refunding all payments made by the Buyer to the Seller in respect of the debunked Marine Fuel; or

12.8.3 the Seller at its sole discretion making lump sum compensation equivalent to the price of the Marine Fuel as set out in the Seller's invoice.

Provided always that the Seller's extent of liability to the Buyer shall in no event exceed the price of the Marine Fuel as set out in the Sales Confirmation.

13 PAYMENT

13.1 The Seller shall be entitled to invoice the Buyer for the price of the Marine Fuel delivered by the Seller into the Vessel and for any other charges referred to in Clauses 3 and 4 on or at any time after delivery of the Marine Fuel or in the event the Buyer wrongfully fails to take delivery or accept the Marine Fuel, at any time after the Seller has notified the Buyer that the Marine Fuel is ready for delivery.

13.2 Payment for the delivery and all other charges shall be made in full (without any abatement, deduction, set-off or counter claim whatsoever) in cleared funds in United States Dollars (or such other currency as may be stated in the Sales Confirmation). Unless otherwise established in the Sales Confirmation, 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 in the Sales Confirmation) 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.

13.3 The Buyer shall notify (or shall instruct its bank to notify) the Seller as soon as payment has been made, quoting the date on which payment was made, the amount, the name of the bank effecting payment and details of each invoice to which the payment relates. Such notification shall be sent to the Seller's contact as stated in the Sales Confirmation.

13.4 If the Buyer has not by the expiration of the applicable credit period, or any credit period in any other Contract between the Seller and the Buyer, paid any amount due to the Seller in respect of any delivery of Marine Fuels by the Seller to the Buyer, the Seller, in addition to and without prejudice to any other rights it may have, shall have the right:

13.4.1 if delivery hereunder has been made, notwithstanding the credit period referred to above, to notify the Buyer that the amount due in respect of the delivery hereunder is immediately due and payable whereupon it shall so be paid;

13.4.2 to receive as a set-off, any amounts the Buyer may be owed by an Affiliate of the Seller up to the amount the Buyer owes the Seller;

13.4.3 if delivery hereunder has not been made, to notify the Buyer of the termination with immediate effect of the Contract for such delivery.

In each case, the Seller shall have the right to set off any amounts that it owes the Buyer, whether under this Contract or otherwise, against the amount that the Buyer owes the Seller and to require the Buyer to pay in advance or provide some other security for any future deliveries.

13.5 The Seller's invoice(s) (which may be sent by facsimile transmission, e-mail, mail or courier) shall be based on the quantity delivered as determined in accordance with Clause 7 and shall contain other applicable charges associated with the delivery. Charges to be paid by the Buyer which have been incurred other than in US dollars shall be converted using a reasonable rate based on the date of delivery. If no rate is available on the date of delivery the last available rate will be used. Delivery documents may be provided to the Buyer if requested but payment shall not be conditional upon the Buyer's receipt of such documents.

13.6 Where the applicable pricing mechanism does not allow for the preparation of a final invoice prior to the payment due date, the Seller may issue and the Buyer shall make payment against a provisional invoice. The provisional invoice shall be based upon:

13.6.1 the pricing information available to the Seller at the time it issues such provisional invoice; and/or

13.6.2 the mean of any minimum or maximum quantity specified in the Sales Confirmation.

Payment of any balance due by either Party to the other shall be made immediately upon receipt of the Seller's final invoice which shall be prepared as soon as practicable after all the relevant pricing and/or quantity information becomes available to the Seller.

13.7 If, in the sole opinion of the Seller, the Buyer's credit is deemed to be impaired or unsatisfactory; and/or the Seller's credit risk towards the Buyer will exceed the Seller's internal credit limit (which can be amended by the Seller at any time), the Seller may (without prejudice to its other rights) require the Buyer at the Seller's option to pay cash before delivery for any future deliveries and/or to provide security satisfactory to the Seller (which can cover both future deliveries and deliveries made but not yet paid for) and/or to effect immediate payment of any outstanding amount due to the Seller in respect of any other delivery of Marine Fuels by the Seller to the Buyer. In the event of failure by the Buyer to comply with the Seller's requirement the Seller shall have no obligation to make any future delivery and may terminate the Contract on giving notice to that effect to the Buyer.

13.8 Payments made shall be without any discount or deduction whatsoever for or on account of any taxes, levies, duties, charges, fees, withholdings, discounts, set offs, counterclaims, restrictions or conditions of any nature and notwithstanding any claims of whatsoever nature and howsoever arising. Overdue payments shall bear compound interest at the rate of two percent (2%) per month as pro-rated from the date the payment falls due until full payment is made.

13.9 Partial payments from Buyer to Seller shall be applied in order of priority (i) firstly towards payment of any costs and expenses incurred in respect of the Contract due from the Buyer to the Seller, (ii) secondly towards interest incurred in respect of the Contract due from the Buyer to the Seller under Clause 13.8, and (iii) lastly towards the price of the Marine Fuel delivered under the Contract and/or any other charge and/or expense under Clauses 3 and 4 and/or any other balance monies due and unpaid from and by the Buyer to the Seller under the Contract.

13.10 The Bunker Fuel supplied to the Vessel is sold and delivered on the credit of the Vessel, as well as on the promise of the Buyer to pay therefore, and the Buyer agrees and warrants that the Seller shall have and may assert a maritime lien against the Vessel and may take such other action or procedure against the Vessel and any other vessel or asset beneficially owned or controlled by the Buyer, for the amount due for the Bunker Fuel and the delivery thereof. The Seller is entitled to rely on any provisions of law of the flag state of the Vessel, the place of delivery or where the Vessel is found and shall, among other things, enjoy the full benefit of local legislation granting the Seller maritime lien on the Vessel and/or providing for the right to arrest the Vessel. Nothing in the Bunker Contract shall be construed to limit the rights and/or

legal remedies that the Seller may enjoy against the Vessel or the Buyer in any jurisdiction.

14 EVENTS OF DEFAULT

- 14.1 There shall be an Event of Default if any of the following events occur:
- 14.1.1 when the Buyer, for whatever reason, fails to accept or take delivery of the Marine Fuel in part or in full at the place and time designated for delivery;
 - 14.1.2 when the Buyer fails in part or in full to comply with its obligations to pay any amount due to the Seller;
 - 14.1.3 when the Buyer fails to comply with any of its obligations under the Contract;
 - 14.1.4 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 to the Seller
 - 14.1.5 when the Buyer becomes insolvent or enters into any arrangement or composition with its creditors; or
 - 14.1.6 any act being done or event occurring which, under the applicable law thereof, has a substantially similar or analogous effect to any of the said acts or events described above..
- 14.2 In the event of failure by the Buyer to make payment on the due date of any sums due under the Contract or any other contract between the Buyer and the Seller, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 14.2.1 terminate the Contract or suspend any further deliveries to the Buyer;
 - 14.2.2 appropriate any payment by the Buyer to such of the Marine Fuel (or marine fuel supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 14.2.3 enter onto the Vessel, take possession of and remove in such manner and for such use as the Seller sees fit, or for sale to any party as the Seller may in its sole discretion decide, the Marine Fuel. The Buyer shall render full assistance to the Seller to facilitate the said entry and the removal of the Marine Fuel. The Seller shall not be responsible for any loss or damage, including any loss arising out of or in connection with the said entry or removal of the Marine Fuel; and/or
 - 14.2.4 in derogation of any agreement governing payment or credit, demand and receive immediate payment in advance under the Contract.
- 14.3 Notwithstanding any of the provisions in these Terms and Conditions and where:-
- 14.3.1 an Event of Default takes place;
 - 14.3.2 the Buyer makes any voluntarily arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or being a company goes into liquidation;
 - 14.3.3 an encumbrancer takes possession, or a receiver is appointed, of any property or assets of the Buyer;
 - 14.3.4 the Buyer ceases, or threatens to cease, to carry on business;
 - 14.3.5 liquidation, bankruptcy or any other changed financial or legal position of the parent company, sister companies or affiliated companies to the Buyer which in the sole discretion of the Seller is deemed to adversely affect the financial position of the Buyer;
 - 14.3.6 the Seller reasonably apprehends that any of the events mentioned above is about to occur or that the Buyer is unlikely to perform any of its obligations under the Contract; or

14.3.7 in the case of any other situation, which in the sole discretion of the Seller is deemed to adversely affect the financial position of the Buyer.

The Seller may in its sole discretion and without prejudice to any other available right or remedy, cancel or terminate the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Marine Fuel has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, or may alter any of these Terms and Conditions relating to the Buyer's obligation to pay or may demand the Buyer to effect payment in advance of delivery of request the Buyer to provide security satisfactory to the Seller.

14.4 In the event that the Contract is cancelled or terminated, or the Buyer (whether by way of express written cancellation or otherwise) fails to nominate the Vessel and/or fails to take delivery of the quantity of Marine Fuel ordered under the Contract, the Seller may without prejudice to its other available rights and remedies sell the Marine Fuel contracted for at the prevailing market price and the Buyer shall be liable for all loss, costs (including the costs of all services rendered and labour and materials used), damage, charges and expenses incurred by the Seller as a result of the default. In addition to the foregoing, the Seller shall be entitled, at its sole option, to be paid liquidated damages, without any proof of loss, at (i) the rate of United States Dollars Four and Fifty Cents (USD 4.50) per metric ton of the quantity which the Buyer has failed to take delivery, and (ii) the difference between the price agreed by the Parties and the prevailing market price on the date of the Buyer's cancellation or default or the difference between the market price on date of the Contract and the prevailing market price on the date of the Buyer's cancellation or default, whichever is higher. The quantity by which the above-mentioned liquidated damages are to be calculated shall be the maximum quantity of Marine Fuel to be supplied under the Contract.

15 CLAIMS

15.1 Any dispute as to the quantity of the Marine Fuels based on the density of the Marine Fuels delivered shall be submitted by the Buyer to the Seller in writing within seven (7) days of the date of completion of delivery, failing which, such claim shall be deemed waived and forever barred.

15.2 Any dispute as to short delivery which does not fall under Clause 15.1 shall be presented by the Buyer to the Seller at the time of delivery and the Buyer's representative shall have witnessed such measurement in accordance with Clause 7.3, failing which any such claim shall be deemed to be waived and forever barred. Any dispute as to the quantity of the Marine Fuels delivered under this Clause 15.2 shall be recorded at the time of delivery in a Note of Protest.

15.3 Any claim as to the quality of the Marine Fuels delivered must be submitted by the Buyer to the Seller in writing within seven (7) days of the date of delivery, failing which, such claim shall be deemed waived and forever barred. The Buyer shall promptly furnish the Seller with the results of testing of the retained sample provided to the vessel by the Seller and shall provide full supporting evidence of its claim within fourteen (14) days of delivery to enable the Seller to properly evaluate the claim failing which such claim shall be deemed waived and forever barred.

15.4 Notwithstanding Clause 8 of these Terms and Conditions, the Buyer shall take all reasonable measures, including retention and/or burning of Marine Fuels in accordance with the Seller's instructions, to eliminate or minimize any costs associated with an off-specification or suspected off-specification supply.

15.5 The liability of the Seller for any loss, damage, claim or other expenditure arising out of or in connection with the failure by the Seller to perform its obligations under this Contract shall not exceed and shall be limited to:

15.5.1 the removal at a reasonable location to be agreed between the Seller and Buyer of any Marine Fuels delivered which is not in accordance with the Contract and is unsuitable for use onboard the vessel, and either (a) the replacement by the Seller of such Marine Fuels, or (b) reimbursement of the cost of such Marine Fuels; and

15.5.2 the reasonable repair costs of any components that are physically damaged as a direct result of using any Marine Fuels supplied by the Seller which is not in accordance with the Contract; and

15.5.3 those losses, damages, claims or expenses arising from the death or personal injury to any person caused by the Seller's sole negligence.

The Seller shall have no obligation to make any payment to the Buyer under Clause 15.5.1 and 15.5.2 and (ii) unless and until the Seller has received full payment from the Buyer of all sums due in accordance with Clause 13.

15.6 The Seller shall not be liable for any of the following:

15.6.1 indirect, special, punitive, exemplary, incidental or consequential losses, damages or expenses; or

15.6.2 loss of actual, projected and/or prospective profits, anticipated cost savings, contracts or financial or economic loss; or

15.6.3 any demurrage or deviation costs.

15.7 The Seller shall not be responsible for any claim arising from commingling of Marine Fuels delivered by the Seller with other fuel(s) onboard the vessel.

15.8 If the Buyer removes Marine Fuels without the consent of the Seller, all removal and related costs shall be for the Buyer's account. Nothing in the Contract shall in any way limit the Buyer's obligations to mitigate any of its losses in accordance with Clause 15.4.

15.9 The Buyer shall indemnify and hold the Seller, Seller's Affiliates and the directors, employees and agents of the Seller and Seller's Affiliates harmless against all claims, liabilities, loss, damage, costs, fines, penalties and expenses whatsoever and by whomsoever brought arising in connection with any delivery of Marine Fuels except to the extent that such claims, liabilities, loss, damage, costs, fines, penalties and expenses are caused by the negligence of the Seller or Seller's Affiliates, or breach by the Seller of its obligations under the Contract.

15.10 The Buyer's submission of any claim does not relieve it of responsibility to make full payments as required under Clause 13 and, without prejudice to Clause 13.5, the Buyer shall not be entitled to set off any claim from payment.

15.11 The provisions of this Clause 9 shall continue to apply notwithstanding the termination or expiry of the Contract for any reason whatsoever.

16 FORCE MAJEURE

16.1 Without prejudice to any other exclusion or limitation provided herein or by law, no failure or omission by either Party to carry out or observe any of these Terms and Conditions shall give rise to any claim against that Party of whatsoever nature and howsoever arising or be deemed to be a breach of these Terms and Conditions if the same shall rise out of a cause not within the control of that Party, whether foreseen or not, including but not limited to causes such as labour disputes, lock outs, strikes, industrial actions, governmental intervention (including but not limited to any form of price control, rationing, allocation, or emergency measures), that Party's response to the insistence or request of any governmental body or person purporting to act therefor, war, invasion, act of foreign enemy, hostilities, (whether war has been declared or not), civil war, revolution, insurrection, civil commotion, any breakdown in machinery or power failure, fire, flood, accident, storm or any act of God, statutes, rules, acts, restrictions, regulations, bye laws, orders, requisitions, prohibitions or measures of any kind on the part of any governmental or duly constituted authority, import or export regulations, or embargoes and that Party shall be relieved of all liabilities incurred under the Contract wherever and to the extent to which the fulfilment of

such obligation is prevented, frustrated or impeded as a consequence of any such event or events as aforesaid or any other cause (whether or not of like nature) beyond that Party's control.

- 16.2 If by reason of any event of force majeure, either the availability from any of the Seller's sources of supply of Marine Fuels or the normal means of transport of such Marine Fuels is delayed, hindered, interfered with, curtailed or prevented, then the Seller shall be at liberty to withhold, reduce or suspend deliveries under any contract to such extent as the Seller may in its absolute discretion think fit' and the Seller shall not be required to increase supplies from other sources or to purchase Marine Fuel to replace supplies so curtailed. The Seller shall not be responsible to the Buyer for any loss or liability incurred by the Buyer as a result of such shortage of delivery. In the event of an actual or anticipated shortage of supply that directly or indirectly prevents the Seller from fulfilling its own requirements as well as those of its customers (including the Buyer), the Seller may allocate available quantities of Marine Fuel to it, the Buyer, and its other customers in its absolute discretion. The Buyer shall be free to purchase from other suppliers any deficiencies of deliveries of Marine Fuels caused by the operation of this Clause 16 but the Seller shall not be responsible for any additional cost thereby incurred by the Buyer.
- 16.3 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 pursuant to Clause 16.1.
- 16.4 Where the event of force majeure continues for a continuous period of more than one (1) month, and unless agreed otherwise between the Buyer and the Seller, each of them may then terminate the Contract, by written notice to the other. Such termination shall not give rise to any liability, compensation or indemnity of any kind. In the case of a Sales Confirmation on a term basis, such termination shall apply only in respect of deliveries at ports affected by the force majeure event.
- 16.5 Without prejudice to any other term in these Terms and Conditions, if at any time prior to any delivery under a Contract, any laws and/or regulations applicable to the Seller and/or the subject matter of the Contract are changed, or new laws and/or regulations become effective, and the effect of such changes (a) is not covered by these Terms and Conditions; and/or (b) has material adverse economic effect upon the Seller, then the Seller shall have the option to request renegotiation of the prices or other terms, by written notice to the Buyer. In the event that the Buyer does not agree to such renegotiation and/or if the Parties are unable to agree upon new prices or terms (as the case may be) within fourteen (14) days after such written notice, the Seller shall have the right to terminate the Contract immediately, without any liability whatsoever.

17 SAFETY AND ENVIRONMENTAL PROTECTION

- 17.1 The Seller shall provide the receiving vessel with Safety Data Sheets ("**SDS**") appropriate to the grade of Marine Fuels delivered. The Buyer shall provide its employees, users and customers with health, safety and environmental information, such information together with the SDS shall hereinafter be referred to as the "HSE Data". The Buyer shall ensure that its employees comply fully with all requirements, obligations and recommendations relating to the handling and use of the Marine Fuels delivered hereunder and shall impose upon all of its customers to whom the Marine Fuels are to be supplied the same obligation to comply fully with the requirements, obligations and recommendations of HSE Data.
- 17.2 Except for death or personal injury caused by the Seller's negligence, the Seller shall not be responsible in any respect whatsoever for any loss, damage or injury resulting from any hazards inherent in the nature of any Marine Fuels.
- 17.3 The Buyer and the Seller shall each, at all times, comply with any obligations, requirements or recommendations contained in any applicable law, statute, directive or regulation of any territory, state or jurisdiction in or through which the Marine Fuels may be delivered, sold, transported or used and all Government, state or local regulations at the port such as, but not limited to, those related to fire, transportation, handling and storage or spillage or loss of Marine

Fuels. Compliance by the Buyer with the recommendations in HSE Data shall not excuse the Buyer from its obligations under this Clause 17.3.

- 17.4 The Buyer shall indemnify and keep indemnified the Seller against any liability, claim or proceedings whatsoever arising out of or in connection with any failure by the Buyer to comply with its obligations under this Clause 17.
- 17.5 The Buyer warrants to the Seller that the Vessel will be properly equipped, maintained and operated so as to prevent leakage, spillage, discharge, overflow or pollution in any manner whatsoever. The Buyer shall take all necessary measures and precautions to provide a safe environment for the Vessel prior to and during delivery of the Marine Fuel. If, at any time prior to or during delivery, the Seller reasonably determines that the environment for delivery is unsafe or has the potential for a spill occurring due to conditions such as, but not limited to, unsafe working environment, lack of or insufficient practices/procedures, facilities, or use of tools/equipment, or incompatible configuration or bad weather, the Seller reserves the right not to commence delivery or to terminate the delivery immediately without any prior notice to the Buyer whensoever and without liability. As between the Seller on one hand and the Buyer on the other, the Buyer 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 any such conditions.
- 17.6 In the event of any escape, spillage or discharge of oil occurs while the Marine Fuel is being delivered to the Vessel, the Buyer shall promptly take such action as is necessary to remove the oil and mitigate the effects of the escape, spillage or discharge. Notwithstanding the cause of such escape, spillage or discharge, the Seller is hereby authorised, at its sole option and at the expense of the Buyer, to take such measures, either in cooperation with the Buyer or by itself, and incur such expenses (whether by employing its own resources or by contracting with others) as are reasonable in the judgement of the Seller to remove the oil and mitigate the effects of such escape, spillage or discharge. If the Seller exercises such option, the Buyer shall cooperate and render such assistance as may be required by the Seller. Any loss, damage, cost, expense, fine or penalty arising from escape, spillage, discharge or pollution of oil shall be paid by the Party that caused the same by a negligent act or omission. If both Parties have acted negligently, any expenses etc. shall be divided between the Parties in accordance with the respective degrees of negligence. The Buyer also agrees to give or cause to be given to the Seller all such documents and other information concerning any escape, spillage or discharge or any programme for the prevention thereof, which are requested by the Seller or required by law or regulation applicable at the time and place where the Seller delivers the Marine Fuel to the Buyer, or any of the Seller's or Supplying Company's or bunker tanker or barge's underwriter(s).

18 INTERNATIONAL SANCTIONS

- 18.1 The Buyer shall comply, and shall ensure that its Affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at the Buyer's expense, with all applicable laws, rules and regulations in relation to its operations and performance of its obligations under the Contract, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any Sanctions Authority. Breach of this clause shall be deemed an irremediable material breach. .
- 18.2 The Buyer warrants that at the date of entering into the Contract and continuing until delivery of the Marine Fuel and payment by the Buyer to the Seller in full:
- 18.2.1 the Buyer, the Vessel and any Receiving Vessel are each not owned, controlled, managed and/or chartered by a Sanctioned Entity;
- 18.2.2 the Buyer is purchasing the Marine Fuel as principal and not as agent, trustee or nominee of any person with whom transactions are prohibited or restricted by any Sanctions;
- 18.2.3 the Vessel and any Receiving Vessel, as well as her Owner, charterers, managers, Document of Compliance company, Master, agents, and manning agents, are each not subject to Sanctions;

- 18.2.4 the Vessel and any Receiving Vessel are not flagged in any Sanctioned Country or the Russian Federation, or carrying any Cargo originating and/or loaded from any Sanctioned Country (including, without limitation, Iran and/or the Russian Federation);
- 18.2.5 at the time of delivery of the Marine Fuel, the Vessel and any Receiving Vessel shall not be carrying goods originating and/or loaded from (directly or indirectly, through intermediaries or otherwise) and/or bound for, any port, anchorage or territory in a Sanctioned Country or in the Russian Federation, Donetsk and/or Luhansk regions;
- 18.2.6 the Vessel's immediately preceding and next ports from time of delivery of the Marine Fuel and that of any Receiving Vessel, shall not be in any Sanctioned Country or in the Russian Federation, Donetsk and/or Luhansk regions; and
- 18.2.7 the Vessel's automatic identification system and that of any Receiving Vessel shall be switched on and operating at all times.
- 18.3 If at any time during the performance of the Contract, the Seller becomes aware that the Buyer is in breach of any warranty as aforesaid, the Seller shall comply with the laws and regulations of any government to which the Buyer, the Vessel, any Receiving Vessels, and any voyage(s) undertaken by the Vessel and any Receiving 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, the Seller may terminate the Contract forthwith.
- 18.4 Notwithstanding anything to the contrary in this Clause 18, the Buyer and the Seller 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. The Buyer undertakes to and shall be subject to a duty to disclose to the Seller, all particulars and supporting documents necessary to evidence the Buyer's compliance with the above warranties and any applicable sanctions, upon request by the Seller. This includes information relating to the Buyer, the Vessel, all Receiving Vessels and any voyage undertaken by the Vessel and/or the Receiving Vessel(s).
- 18.5 The Buyer shall indemnify the Seller against any and all claims, including return of any payment, loss, damage, costs, expense and fines whatsoever suffered by the Seller resulting from any breach of warranty as aforesaid and in accordance with the Contract.

19 COMPLIANCE WITH LAWS

- 19.1 Comply with Applicable Global Laws. Each Party acknowledges agrees and warrants that it will (i) comply with all applicable laws and regulations, including without limitation those relating to anti-bribery, anti-corruption, anti-money laundering and countering the financing of terrorism, and shall have professional and robust policies and procedures to ensure compliance by its employees, agents, associates, and sub-contractors; (ii) without prejudice to the foregoing, not pay (or offer to pay), or receive (or offer to receive), any bribe, gift, facilitation payment or other monetary or non-monetary inducement; (iii) comply with all guidelines and requirements of all local authorities, governing bodies and/or Sanctions Authorities when purchasing the Marine Fuel; and (iv) comply with all requirements and policies of the Seller as notified by it from time to time.
- 19.2 Anti-Corruption. Each party hereby agrees that neither it nor any sub-contractor, associate, agent or employee acting on its behalf has at any time taken nor will it take any action that causes the other party to be in violation of any law of any country which has jurisdiction over such party. Each party is aware of the provisions of the United States Foreign Corrupt Practices Act of 1977, as amended, and of the United Kingdom Bribery Act 2010, as amended and of any other equivalent legislation in any territory of the world which may apply (collectively, the "**Global Anti-Corruption Laws**"). Each party agrees that it and all sub-contractors, associate, agents and employees acting on its behalf to the extent that such laws apply to each party, its sub-contractors, associate, agents and employees, have complied and will at all times comply with the Global Anti-Corruption Laws in connection with its performance under the Contract.

Each Party shall promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of the Contract.

- 19.3 Anti-Money Laundering and Counter Financing of Terrorism Laws. Each Party shall promptly provide all documents and information as may be required by the other Party so as to permit the first-mentioned Party to comply with its legal obligations under applicable anti-money laundering and counter financing of terrorism laws in any jurisdiction (“**Global AMLCFT Laws**”) and any report or disclosure made by the first-mentioned Party in this regard shall not be treated as a breach of confidence. Each Party covenants, represents and warrants that: (i) it is not, nor is any person or entity controlling, controlled by or under common control with that Party, named on any list of Sanctioned Entities or domiciled in any Sanctioned Country or otherwise subject to any sanctions of any kind, (ii) the Vessel is not flagged in any Sanctioned Country, and (iii) all monies paid by that Party to the other Party are not directly or indirectly derived from activities that may contravene any Global AMLCFT Laws.
- 19.4 Where there is a breach of any of the provisions or warranties set out in this clause, the Party not in breach may immediately and without notice to the other Party cease any further dealings and terminate any and all Contracts with the other Party and the Party not in breach shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs) that may be suffered or incurred by it, the Vessel, any Receiving Vessel and their Owners or any other person related to the Party not in breach.

20 ASSIGNMENT

- 20.1 These Terms and Conditions shall be binding upon and inure to the benefit of the Parties hereto and their successors and the Buyer may not, without the Seller’s written consent, assign, sub-contract or delegate any of its rights or obligations under the Contract, in whole or in part, to any party. The Seller may assign some or all of its rights under the Contract and/or these Terms and Conditions (including but not limited to the assignment of receivables due hereunder to the Seller’s financiers), in which event any such assignee shall enjoy and be entitled to exercise against the Buyer any and all rights herein conferred upon the Seller.
- 20.2 In the event that payment of the price is not received in full by the Seller in accordance with Clause 13.2 or Clause 14.3, the Buyer agrees to assign and does hereby assign, effective from the due date, all rights, receivables, benefits, interests, rights of suit, profit, claims and price, including but not limited to rights of action in rem against the Vessel and/or the Owner, to which it is entitled under any contract of sale or supply or delivery which it may enter with the Vessel, the Owner, charterer, manager, operator and/or trader and/or any other party whatsoever, pursuant to which it sells, re-sells or otherwise delivers or supplies the Marine Fuel sold by the Seller (or any part thereof), whether commingled with fuel sold or supplied by other parties or otherwise (“**assigned interests**”).
- 20.3 The Buyer irrevocably authorises or consents to the Seller giving of any notice of assignment on the Buyer’s behalf or otherwise, and commencing and continuing of any and all legal proceedings or arbitrations (including any action in rem) in the Buyer’s name or jointly in the names of the Seller and Buyer for the recovery of such assigned interests, and the Buyer irrevocably consents to have itself named as the plaintiff/claimant or co plaintiff/co-claimant in such proceedings or arbitrations and hereby authorises the Seller to take all steps taken in connection with the commencement and continuation of such actions, including but not limited to the appointment of lawyers. The Buyer shall use its best endeavours to assist and cooperate with the Seller to enable the Seller to recover the assigned interests, including but not limited to the provision of evidence, securing the attendance and cooperation of witnesses and execution of documents. The Seller shall have the sole right to retain for itself any money and/or benefit recovered from a third party pursuant to this Clause 20.
- 20.4 Any claim brought against a third party under Clause 20 shall be entirely without prejudice to any rights, claims or remedies the Seller may have against the Buyer, the Vessel, any Receiving Vessel, and/or any other parties.

21 MISCELLANEOUS

21.1 Notices hereunder shall be sent by letter or email to the Seller at:

Sovarno Oil and Gas Pte Ltd

138 Robinson Road, Oxley Tower #18-01, Singapore 068906

Tel: 69048163

Email: Accounts@sovarno.com.sg

or such subsequent address, email or facsimile as may be notified by the Seller to the Buyer. Any notice received after 1700hrs Singapore time shall be deemed to be received at 0900 hrs Singapore time the next Working Day. Email messages are only valid of and when actually received, and the sender shall bear the risk of any failure in transmission.

- 21.2 The Contracts (Rights of Third Parties) Act 2001 of Singapore shall not apply as to extend any rights, interests, benefits, defences, exemptions etc. conferred on the Buyer pursuant to the Contract to any third party. The Parties may rescind or vary the Contract, in whole or in part, without the consent of any third party.
- 21.3 No waiver by either party of any breach of any of these Terms and Conditions shall be effective unless the waiver is issued in writing by the Seller. No waiver of breach of any of these Terms and Conditions by either party to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other of these Terms and Conditions.
- 21.4 If any provision or part of these Terms and Condition is adjudged invalid, illegal or unenforceable in any respect, such provision or part of Terms and Condition shall be deemed omitted and shall not in any way affect or impair the remaining provisions and parts which shall remain in full force and effect.
- 21.5 Should the Marine Fuel be purchased by an intermediary such as a manager, broker, trader or agent then such intermediary shall (in addition to the Buyer) be bound by and liable for all obligations as fully and completely as if they were themselves the Buyer whether such principal or intermediary be disclosed or undisclosed and whether or not such intermediary purports to contract as manager, broker, trader or agent only. Furthermore, delivery shall always take place for the account of the Owner and for the account of the current charterers all of whom shall, together with any intermediary, remain jointly and severally liable for the payment of the Marine Fuel as the Buyer until payment has been received by the Seller in full.
- 21.6 The Buyer agrees and consents to Seller using any company or personal data of the Buyer to create or update records held by the Seller for the purposes of keeping accounts and records, product supply and product market analysis, credit analysis, and statistical compilation. Notwithstanding any other agreement to the contrary, the Buyer hereby authorizes the Seller to disclose and/or use any company or personal data of the Buyer, as well as the existence and/or terms of the Contract, to the Seller's auditors, underwriters, financiers, affiliated companies and/or professional advisors, and/or pursuant to any law, regulation, order from a court or tribunal or competent jurisdiction, and/or for the purposes of financing and/or enforcement of any rights under the Contract.
- 21.7 Where sales are concluded through a broker or an agent, commissions may be paid by the Seller to such broker or agent. Any brokers' commission payable by the Seller shall only be paid after confirmation of receipt in full of all outstanding invoice amounts without set-off into the Seller's instructed bank under Clause 13.2.

22 GOVERNING LAW AND JURISDICTION

- 22.1 The Contract shall be governed by and construed in accordance with the laws of Singapore. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the Contract and to these Terms and Conditions.
- 22.2 Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration ("**SCMA**") in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this Clause.
- 22.3 The reference to arbitration of dispute under this clause shall be to a sole arbitrator, who shall be appointed by the Chairman of SCMA. The language of the arbitration shall be English.
- 22.4 In cases where neither the claim nor any counterclaim exceeds the sum of United States Dollars Seventy-Five Thousand (USD 75,000) the arbitration shall be conducted before a single arbitrator in accordance with the SCMA Small Claims Procedure current at the time when the arbitration proceedings are commenced.
- 22.5 Nothing in this Clause shall prejudice the Parties' rights to seek injunctive relief or preservative relief or security in aid of arbitration from any relevant courts in any jurisdiction.

23 SINGAPORE SUPPLIES

For supplies within Singapore, the Singapore Standard SS 648: 2024 and the Singapore Standard SS 600: 2022 Code of Practice for Bunkering and any subsequent amendments thereto (the "Code") is deemed to be incorporated by reference into these terms and conditions and shall apply except to matters where specific provision has been made herein. In the event of any inconsistency between the Terms and Conditions and the Code in any respect, the Terms and Conditions shall prevail.

24 ENTIRE AGREEMENT

- 24.1 The Contract embodies all the terms and conditions agreed upon between the Parties as to the subject matter of the Contract and supersedes and cancels in all respect all previous representations, warranties, agreements, and undertakings, if any, made between the Parties with respect to the subject matter therein whether such be written or oral and there are no other promises, representations or warranties affecting it, unless the Seller has expressly otherwise by executing a written agreement setting out any other terms and conditions. To the extent that any correspondence and/or documents from the Buyer, including but not limited to the Buyer's nomination, recap and/or purchase confirmation, contain any different terms (including any purporting to reject and/or supersede the terms set out in the Contract and/or these Terms and Conditions), such terms (including but not limited to the governing law and dispute resolution clauses) shall not apply, and the Buyer expressly and irrevocably disavows any reliance on any such terms.