

SINOPEC FUEL OIL (MIDDLE EAST) FZE

License No: 4344 & Registration No: 23-FZE-2090

General Terms and Conditions for Sale of Marine Fuels

(2024.04)

Preamble

These General Terms and Conditions shall apply to any contract for sale of Marine Fuels between the Buyer and Seller unless the Buyer and Seller expressly confirms otherwise.

1. Definitions

Throughout this Contract, except where the context otherwise requires, the following definitions shall be applied:

"Marine Fuels" means products, derived from crude oil, and related products of whatever type and grades delivered to the Vessel.

"Seller" means the party contracting to sell and deliver Marine Fuels, and

"Buyer" means the party contracting to purchase, take delivery and pay for the Marine Fuels.

"Bunker Tanker" means the bunker barge or tanker or tank truck supplying Marine Fuels to the Vessel.

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

"Arrival" means the Vessel's arrival at the nominated port or place of delivery after the completion of local authorities' formality requirements for the commencement of bunkering operation, and in a status that can be deemed as readiness in all respects to receive.

"ETA" means the estimated time of Arrival.

"BDN" means bunker delivery note.

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

"Contract" means these General Terms and Conditions and the sales contract.

"General Terms and Conditions" means these General Terms and Conditions for Sale of Marine Fuels.

"Party" means the Seller, Buyer or a specific third party.

2. Grades/Quality

(a) The Buyer shall have the sole responsibility for the nomination of the grades of Marine Fuels fit for use by the Vessel. The Seller shall not be under any obligation to check whether the grade of Marine Fuels is suitable for the Vessel. The Marine Fuels shall be of the same quality generally offered for sale at the time and place of delivery, for the grade of Marine Fuels ordered by the Buyer.

(b) Unless otherwise agreed in the Contract, the Seller warrants that Marine Fuels shall in all respects comply with the agreed version of the ISO 8217 at the time of the formation of the Contract.

(c) The Buyer shall be responsible to keep the delivered Marine Fuels segregated from any

Marine Fuels onboard the Vessel. In no event shall the Seller be responsible for the quality and compatibility of the Marine Fuels delivered if the Seller's product(s) is/are mixed or commingled with any other product(s) onboard the Vessel. The Buyer shall be solely responsible for any losses caused by mixing or commingling the Marine Fuels with any other oil, including any damage the Marine Fuels may cause to other product(s) on board the Vessel.

3. Quantities/Measurements

(a) Subject to the provisions of sub-clause 6(c) and Clause 9 hereunder, the quantities of Marine Fuels delivered shall be determined from the official gauge or meter of the Bunker Tanker effecting delivery, or in the case of delivery ex-wharf, of the shore-meter or shore-gauge. Quantities calculated from soundings taken on the Vessel or the Vessel's gauges or meters shall not be considered in determining the quantities supplied.

(b) The Buyer or its representative may, at the Buyer's own expense, witness the opening and closing gauge, or manual sounding or meter reading and the taking of bunker temperature of all bunker tanks on the Bunker Tanker and shall be given sufficient information and access to the official gauge or manual soundings or meter of the Bunker Tanker or shore-meter and relevant documentation to verify the volume delivered. The absence of the Buyer or its representatives shall not prejudice the validity of the measurement of the quantities of Marine Fuels delivered. In the event that local bunkering rules and regulations apply mandatorily, these shall take precedence over the provisions of sub-clauses 3(a) and 3(b) (Quantities/Measurements).

(c) The Marine Fuels to be delivered under this Contract shall be measured and calculated in accordance with the latest published version of the ISO-ASTM-API-IP Petroleum Measurement Tables or equivalent standards at the time of the formation of the Contract.

4. Sampling

(a) The Seller shall arrange for a representative sample of each grade of Marine Fuels to be drawn throughout the entire bunkering operation and that sample shall be thoroughly mixed and carefully divided into five (5) identical samples. The Buyer (or its representative) has the option of witnessing the taking of samples. The absence of the Buyer or its representative shall not prejudice the validity of the samples taken.

(b) The sample shall be drawn continuously throughout the delivery, using a sampling device at the receiving Vessel's inlet bunker manifold, unless otherwise specified by the authorities having jurisdiction. Samples may also be taken from the Bunker Tanker outlet manifold in the event that there is an agreement between all parties concerned.

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

(d) The samples referred to in sub-clause 4(a) shall be securely sealed and provided with labels showing the Vessel's name, identity of delivery facility, product name, delivery date and place and point of sampling and seal number, authenticated with the Vessel's stamp and signed by the Seller's representative and the Master of the Vessel or his authorized representative.

(e) Two (2) samples shall be retained by the Seller for minimum sixty (60) days after delivery of the Marine Fuels to the Vessel or, on being requested in writing by the Buyer, for as long as the Buyer may reasonably require, and the other three (3) samples shall be retained on board the Vessel (one of which shall be for MARPOL purposes). One more sample shall be collected for surveyors (if any).

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

5. Delivery

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

(b) Unless otherwise requested by the Seller, the Buyer, or its agents at the port or place of delivery, shall give the Seller or its representatives at the port or place of delivery, 72 and 48 hours approximate and 24 hours definite notice of the Vessel's Arrival and the location and time at which deliveries are required. In the event that the Buyer fails to send the notice in time, the Seller shall supply the Marine Fuel on a commercially reasonable endeavors basis, provided that such supply is not against the commercial interest of the Seller, or the Seller will be entitled to terminate the Bunker Contract without any liability whatsoever.

(c) In the event that the confirmed delivery time has been agreed, the Seller shall commence delivery of the Marine Fuels within 6 hours after either: (i) the confirmed delivery time; or (ii) the time of Arrival, whichever is later.

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

(e) The Buyer shall ensure that the Vessel is in possession of all certificates required to comply with all relevant regulations pertaining to delivery of the Marine Fuels at the port or place of delivery, and that the Master of the Vessel or his authorized representative shall:

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

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

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

(f) In the event that the Buyer requests for delivery of the Marine Fuels earlier than ETA stated in the sales contract or if the Vessel's actual Arrival falls 3 or more days later than the ETA stated in the sales contract, the Seller shall supply the Marine Fuel on a commercially reasonable endeavors basis, provided that such supply is not against the commercial interest of the Seller, or the Seller will be entitled to terminate the Bunker Contract without any liability whatsoever.

(g) Operational tolerance: Unless otherwise agreed in writing, the bunker delivery shall be deemed completed if:

(i) the delivered quantity is within +/-5% against that required in the Contract or the bunker requisition form if the specified quantity is 700MT or less; or

(ii) the delivered quantity is within +/-35MT against that required in the Contract or the bunker requisition form if the specified quantity is more than 700MT.

(h) Unless otherwise agreed by both Parties, the Seller shall be entitled to have the Marine Fuels supplied by a third-party supplier.

(i) In the event that the Seller elects to terminate the Contract in accordance with sub-clause 5(b) or sub-clause 5(f), or the Buyer or the Vessel fails to take delivery of the Marine Fuels or any part thereof at the nominated time and port or place of delivery,

(i) the Buyer shall be liable for any losses suffered and liabilities incurred by the Seller, including but not limited to barge costs, re-storing of bunkers and, also in Seller's sole option, any difference between the contract price of the undelivered Marine Fuels and the market price at the time when they ought to have been accepted or at the time of the Buyer's or the Vessel's refusal to accept, and

(ii) the Seller shall be entitled to claim for liquidated damages of USD 500 without the need to provide any proof of loss.

6. Documentation

(a) Before commencement of delivery the Seller shall present, for written acknowledgement by the Master of the Vessel or his authorized representative, a bunker requisition form or similar document, duly signed by the Seller or its representative, which shall contain the quantities to be delivered and all information required.

(b) Once the delivery is completed and quantities measured, a BDN shall be signed and stamped by the Master of the Vessel or his authorized representative and returned to the Seller or its representative, as acknowledgement of the actual volume and the actual delivery temperature only, and a duplicate copy shall be retained by the Master of the Vessel. This BDN shall contain the following minimum information which is warranted by the Seller:

- delivered quantity in volume units
- density in kg/m³ at 15° C as per the latest published version of the ISO 3675 at the time of formation of the Contract
- delivery temperature
- flash point
- sulphur content in % m/m as per the latest published version of the ISO 8754 at the time of formation of the Contract
- viscosity

(c) In the event the Master of the Vessel or his authorized representative is not satisfied with the sampling, quality, quantity or any other matter concerning the Marine Fuels or their delivery, he shall issue a separate letter of protest immediately.

7. Price

(a) The price of the Marine Fuels shall be in the amount expressed per unit and in the currency stated in the sales contract for each grade of Marine Fuels delivered into the Vessel's tanks. In the event the Price is quoted in volume units, conversion to standard volume shall be at sixty (60) degrees Fahrenheit or at fifteen (15) degrees Celsius.

(b) Any and all additional charges, if applicable, shall be specified in the Seller's quotation

and in the sales contract and shall include but not be limited to:

- (i) wharf age charges, barging charges or other similar charges;
- (ii) mooring charges or port dues incurred by the Seller which are for Buyer's account; and
- (iii) duties, taxes, charges or other costs in the country where delivery takes place, for which the Seller is accountable but which are for the Buyer's account.

8. Payment

(a) Payment for the Marine Fuels shall be made by the Buyer within thirty (30) days (delivery day inclusive) or, if otherwise agreed, within the number of days stated in the sales contract after the completion of delivery.

In the event payment has been made in advance of delivery, same shall be adjusted on the basis of the actual quantities of Marine Fuels delivered. Any additional payment and/or refund shall be made within thirty (30) days (delivery day inclusive) or, if otherwise agreed, within the number of days stated in the sales contract after the completion of delivery.

(b) Payment shall be made in full, without set-off, counterclaim, deduction and/or discount, free of bank charges.

(c) Payment shall be deemed to have been made on the date the payment is credited to the bank account designated by the Seller. If the due date of payment falls on a non-business day, then payment shall be made on or before the business day nearest to the due date. If the preceding and succeeding business days are equally near to the due date, then payment shall be made on or before the preceding business day.

(d) Any delay in payment and/or refund shall entitle either party to interest at the rate of two (2) per cent per month or any part thereof.

(e) Payment made by the Buyer shall satisfy sums owed to the Seller in the following order: (1) interest; (2) legal and enforcement costs; and (3) principal sums of invoices from oldest to newest.

(f) Notwithstanding any agreement to the contrary, any amounts payable to the Seller under the Contract (or any other contract between the Buyer and the Seller) will become due and payable immediately in the event of:

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

(ii) any other situation, which in the sole discretion of the Seller is deemed to affect adversely the financial position of the Buyer. In such other situation, the Seller shall also have the option to:

- (1) demand that the Buyer comply with their obligations under the Contract; and/or
- (2) demand adequate security; and/or
- (3) suspend any pending deliveries.

(g) In case the final unit price is not available before the payment due date, the Buyer shall make timely payment based on the estimated unit price to be agreed by both parties prior to the payment due date. The Seller shall provide a provisional invoice prior to the payment due date and the final commercial invoice no later than seven (7) working days after the final unit price is available. Unless otherwise mutually agreed, the discrepancy shall be paid/refunded by the Buyer/Seller immediately upon receipt of the final commercial invoice.

(h) Unless otherwise stipulated in the Contract, the Buyer's account name with paying bank shall be consistent with the name of the Buyer as signed on the Contract. In case the Buyer's account name with paying bank is not consistent with the name of the Buyer as signed on the sales contract, the Buyer shall provide, as per Seller's request, the following documentation: 1) Payment Consignment Agreement; 2) any proof of assets relationship between the Buyer and the Payer. Only after the Buyer has obtained the Seller's recognition in writing of the above-mentioned documentation provided by the Buyer, is the payment from the Payer considered as the subject payment arising from the Contract between the Buyer and the Seller.

(i) The Buyer shall arrange for payment only to the bank account nominated by the Seller as stated in the invoice. Any payment made by the Buyer that has not yet received by the Seller shall not discharge the Buyer's payment obligations under this Contract.

9. Claims

(a)(i) Any dispute as to the quantity delivered must be noted at the time of delivery in the letter of protest referred to in sub-clause 6(c). Any claim as to short delivery shall be notified by telephone as well as in writing by the Buyer to the Seller's contact specified in the sales contract or its pre-assigned after-sales service personnel immediately when the complaint, dispute and/or claim occurs and while the delivery hoses are still connected to the Vessel. And the Buyer shall within fourteen (14) days from the date of delivery of the Marine Fuel, provide a complete set of supporting documentation in support of such complaint, dispute and/or claim. Failing which, any such claim shall be deemed to be waived and barred.

(ii) Either Party shall allow (or where the Vessel or the Bunker Tanker is not under the ownership or charter or control or possession of the Party, the Party shall procure the necessary authorization to allow) the other Party's representatives to board the Vessel or the Bunker Tanker to fully investigate the claim, including but not limited to: (1) Inspecting and taking copies of the logbooks, documents and written records (including but not limited to the engine room log, the deck log, and maintenance documents) and any documents and records whatsoever which any Party considers necessary for its investigations. (2) Inspecting and having full access to the Vessel's or the Bunker Tanker's spaces (including but not limited to the engine room spaces). (3) Interviewing and taking statements from the Vessel's or the Bunker Tanker's crew, officers and/or personnel.

(b)(i) Any claim as to the quality of the Marine Fuels must be notified in writing, as per sub-clause 6(c) or promptly after the circumstances giving rise to such claim have been discovered. If the Buyer does not notify the Seller of any such claim within thirty (30) days of the date of delivery with all relevant supporting documents, such claim shall be deemed to be waived and barred.

(ii) In the event a claim is raised pursuant to sub-clause 9 (b)(i), unless otherwise agreed by both Parties, the Parties hereto shall have the quality of the Marine Fuels analyzed by a mutually agreed, qualified and independent laboratory. The Seller shall provide the laboratory with one of the samples retained by it as per sub-clause 4(e). If ISO grades have been specified, the analysis shall be established by tests in accordance with the latest published version of the ISO 8217 and ISO 4259 at the time of the formation of the Contract. Unless otherwise agreed, the expenses of the analysis shall be for the account of

the Party whose claim is found by the analysis to be wrong.

(iii) The Buyer shall take all reasonable measures, including retention and/or burning of Marine Fuels in accordance with the Seller's instructions, to mitigate any costs and/or losses associated with an off-specification or suspected off-specification supply.

(c) Any claim as to delay/non-performance shall be presented by the Buyer/Seller in writing within fifteen (15) days from the date of completion of delivery or, if no delivery was made, the date on which delivery should have been made, failing which any such claim shall be deemed to be waived and barred.

(d) Notwithstanding sub-clauses 9(a), (b) and (c), any claim by either Party shall be absolutely time barred unless the Party commences arbitration proceedings in accordance with Clause 24 within twelve (12) months of the date of delivery of the Marine Fuels or the date on which delivery should have been made.

10. Risk/Title

Risk in the Marine Fuels shall pass to the Buyer once the Marine Fuels have passed the Vessel's flange/manifold, or in the case of delivery ex-wharf, the shore tank's flange. Title to the Marine Fuels shall pass to the Buyer upon payment for the value of the Marine Fuels delivered, pursuant to Clause 8 hereof. Until such time as payment is made, on behalf of itself and the Vessel, the Buyer agrees that it is in possession of the Marine Fuels solely as Bailee for the Seller. If, prior to payment, the Seller's Marine Fuels are commingled with other marine fuels on board the Vessel, title to the Marine Fuels shall remain with the Seller corresponding to the quantity of the Marine Fuels delivered.

11. Compliance with Laws and Regulation

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

12. Sanctions Compliance Clause

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

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

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

(ii) the Seller is selling and the Buyer is purchasing the Marine Fuels as principal and not as agent, trustee or nominee of any person with whom transactions are prohibited or restricted under sub-clause 12 (a) (Sanctions Compliance Clause);

(iii) the Buyer further warrants that the Vessel is not a designated vessel and is not and

will not be chartered to any entity or transport any cargo contrary to the restrictions or prohibitions in sub-clause 12(a) (Sanctions Compliance Clause) above; and

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

(c) If at any time during the performance of the Contract either Party becomes aware that the other Party is in breach of warranty as aforesaid, the Party not in breach shall comply with the laws and regulations of any Government to which that Party or the Vessel is subject and follow any orders or directions which may be given by any regulatory or administrative body, acting with powers to compel compliance. In the absence of any such orders, directions, laws or regulations, the Party not in breach may terminate the Contract forthwith.

(d) Notwithstanding anything to the contrary in this clause, the Buyer and 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.

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

13. Anti-Corruption Clause

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

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

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

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

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

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

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

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

corruption legislation.

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

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

14. Indemnity

(a) Without prejudice to any other claims arising hereunder or in connection herewith, if loss is suffered or a liability is incurred by either Party as a direct result of compliance with directions given by the other Party, then the Party is to be indemnified by the other Party in respect of such loss or liability.

(b) Supply of Marine Fuel hereunder are made not only on the credit of the Buyer but also on the faith and credit of the Vessel and the Buyer agrees and warrants that the Seller will and may assert a maritime lien against such Vessel in respect of all claims arising under the Contract and may take such other action or procedure against the Vessel and any other vessel or asset beneficially owned or controlled by the Buyer or the registered owner(s), beneficial owner(s) and/or bareboat charterer(s) of the Vessel for any amounts due under any Contract including all interest and costs that may be payable. No acceptance of any other or additional security measures by the Seller shall operate as a waiver of this provision.

(c) The Seller shall not be bound by any restriction, limitation or prohibition on its entitlement to a maritime lien on the Vessel. In particular, any notice or any stamp in the BDN or the like or any other document shall be invalid and cannot waive the Seller's maritime lien on the Vessel.

15. Liability

(a) Unless expressly provided for in the Contract, neither Party shall be liable to the other Party for any indirect or consequential loss arising out of or in connection with the performance or non-performance of the Contract, whether or not the same is due to any breach of contract, negligence or any other fault of either Party, their servants or agents.

(b) Notwithstanding any other provision in these General Terms and Conditions, the liability of either Party whatsoever or howsoever caused, shall (exclusive of interest and legal and enforcement costs) not exceed the invoice value of the Marine Fuels.

16. Force majeure

Either Party shall not be liable for any loss, damage, cost, expense or delay arising from the Party's failure to fulfil or comply with any term or condition of the Contract if fulfilment or compliance has been delayed, hindered or prevented by any circumstance whatsoever which is not within the immediate and reasonable control of the Party including, but without limiting the generality of the foregoing:

(a) acts of God;

(b) any Government requisition, control, intervention, requirement, interference, order,

request, regulation, circular or notification;

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

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

(e) epidemics or pandemics;

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

(g) strikes, lockouts or other industrial action, unless limited to the employees of the Party seeking to invoke force majeure;

(h) fire, accident, explosion-except where caused by negligence of the Party seeking to invoke; and

(i) any other similar cause beyond the reasonable control of the Seller.

17. Termination

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

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

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

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

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

(iii) either Party is in breach of any material term of the Contract.

(b) The Seller is entitled to immediately suspend or terminate any on-going Marine Fuels delivery operations if, in the sole discretion of the Seller, there is a threat to the safety of the Seller or the Buyer (or their representatives) and their property, including but not limited to, adverse weather or marine conditions. Each party shall bear their own respective losses (if any) arising from such suspension or termination of the delivery operations.

(c) In the event that the Buyer has overdue payments under the Contract (or any other contract between the Buyer and the Seller) on the delivery date, the Seller is entitled to terminate or suspend performance of the Contract.

18. Pollution

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

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

19. Drugs and Alcohol Policy

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

(b) Such company drug and alcohol policies shall meet or exceed the standards in the International Convention on Standards of Training, Certification and Watch keeping for Seafarers, 1978 (or any amendments in force).

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

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

20. Confidentiality

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

(b) The Parties shall take reasonable precautions to ensure that no unauthorized disclosure of information in relation to this Contract takes place.

(c) Should either Party be required by law to disclose information, the disclosing Party will, where permitted, notify the other party and shall disclose only the minimum confidential information required to satisfy legal requirements.

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

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

21. Third Party Rights

No third parties may enforce any term of the Contract.

22. Assignment

Neither Party shall assign any of their rights under the Contract without the prior written

consent of the other Party, and such consent not to be unreasonably withheld or delayed.

23. Partial Validity

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

24. Dispute Resolution Clause

The Contract shall be governed by and construed in accordance with Singapore law. 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 Singapore International Arbitration Act (Chapter 143 A) and any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings are commenced.

The reference to arbitration of disputes under this Clause 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 and give notice that it has done so within fourteen (14) calendar days of that notice and stating that it will appoint its own 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 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 a sole arbitrator shall be binding on both Parties as if the arbitrator had been appointed by agreement.

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

In cases where neither the claim nor any counterclaim exceeds the sum of USD 150,000 (or such other sum as the Parties may agree) 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.

25. Notices

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

26. Entire Agreement and Priority of Terms

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

(b) In the event of a conflict between any of the provisions of these General Terms and Conditions and the sale contract, the provisions of the sale contract shall prevail over the provisions of these Terms and Conditions.