

**S.C. GT BUNKERING S.R.L.**

***MARINE FUELS GENERAL TERMS AND  
CONDITIONS OF SALE AND DELIVERY***

***Effective from September 15<sup>th</sup> 2022***

These “**Marine Fuels General Terms and Conditions of Sale and Delivery**” (hereinafter “GTC”) apply to and are incorporated into all contracts for the sale of Marine Fuels concluded between GT BUNKERING S.R.L., headquartered in Constanta, Romania, (hereinafter referred to as “Seller”) and any other party purchasing the product, as identified in the ending section hereof (hereinafter referred to as “Buyer” or as “Customer”). The sale contract to which these GTC apply shall be constituted by the acceptance in writing (including facsimile, telex, or e-mail) by the Seller of the Buyer’s order. No variation of these GTC shall be valid unless expressly agreed in writing (by facsimile, telex or e-mail) between the Seller and the Buyer. Each agreement will be as specifically negotiated between the Seller and the Buyer as evidenced by the Seller’s “Confirmation” message (the Confirmation) and in the event of any conflict between GTC and the terms of the Confirmation, the terms of the latter shall prevail.

In these GTC, the Seller and the Buyer may be collectively referred to as the “Parties” and individually as the “Party”.

#### **CONDITION OF CONTRACT**

The Seller agrees to enter into the Sale Contract with Buyer relying on the Buyer’s representation that he can validly represent the Vessel’s registered owners when entering into contract with the Seller.

#### **ENTIRETY AND VALIDITY**

These GTC together with the Sale Contract or/and Confirmation constitute the entire agreement between Parties. No derogation, addition or amendment to the agreement shall be of any force or effect unless and until expressly confirmed in writing by the Seller. If any provision of the agreement shall to any extent be invalid or unenforceable the remainder of the agreement shall not be affected thereby.

If the Contract is entered into by the Buyer acting as agent (whether or not evidenced with the term “c/o” and/or “as agent”, etc.) , the Buyer guarantees that he is duly authorized to act on behalf of his principals; and that, in addition to the Vessel’s registered owners, the Buyer and his principals are jointly and severally liable to the Seller for the Buyer’s obligations (including, but without limitations to, obligation to pay for the goods delivered) under this Contract.

For the avoidance of doubt, if the Buyer fails to properly fulfill its obligations and duties under this Contract (including, but without limitations to, obligation to pay for the goods delivered) , the Seller shall have the right to make any claims arising under or related to this contract (including, but without limitations to, pay for the goods delivered) or take legal action against the Buyer, his principals or the Vessel’s registered owners without Seller being obliged to raise any claim or take any legal action against the Buyer first.

## 1. DEFINITIONS

Unless the context otherwise demands:

“GTC” as defined in the preamble;

“Marine Fuels” means marine gas oil (MGO), marine diesel oil (MDO) and different types of intermediate fuel oil (IFO), as specified in the Confirmation delivered or to be delivered to the Vessel;

“Seller” as defined in the preamble. “Seller” includes in addition to the company itself, its servants, agents, assignees, subcontractors and any and all other persons acting under the Seller's instructions in fulfillment compliance or observance of these GTC;

“Buyer” as defined in the preamble; means the party contracting to purchase and/or take delivery of and pay for the Marine Fuels, together with any agent, principal, associate, manager, partner, servant, parent, subsidiary, owner or shareholder thereof. Should Marine Fuels be ordered by an agent or charter of the vessel, then such agent or charter, as well as the principal, shall be bound and liable jointly for all obligations as fully and as completely as if the agent were itself the principal, whether such principal be disclosed or undisclosed, and whether or not such agents or charterers purports to contract as agents or charterers only. Both principal and agent shall each be deemed to be a Buyer for the purposes of these GTC;

“Delivery Port” means the place at which the Seller delivers Marine Fuels against a notice as described in Clause 5 of these GTC;

“Vessel” means the vessel, ship or craft to which the Marine Fuels are physically delivered;

“Sale Contract” the contract which will be concluded under the present GTC, negotiated between the Seller and the Buyer, as evidenced by the Seller's Confirmation. Each Confirmation shall constitute a separate Sale Contract;

“Sanctions” shall have the meaning as defined in Clause 17;

“Order” written request for the supply of Marine Fuels, sent by the Buyer to the Seller under the present GTC;

“Confirmation” written confirmation of order, following the Buyer's order, sent by the Seller to the Buyer under the present GTC; the Confirmation shall also set out the price offered and agreed for the deliveries to be made under a Sale Contract, if not otherwise agreed between Parties;

“Written, in writing and Notice” Any requirement for written communication including the giving of any notice may be fulfilled by the use of letter post, courier, telex, registered facsimile transmission or e-mail with acknowledgement of receipt. The communication shall be deemed to have been given and received upon completion of transmission for any electrical or electronic medium, or within two working days of dispatch for first class inland letter post and on the expiry of the declared or guaranteed time for delivery of any courier or monitored service.

## 2. GRADES, QUALITY AND QUANTITY

2.1 The Buyer shall have the sole responsibility for the nomination of the grades of Marine Fuels fit for use by the Vessel and shall state the grades required in the order for Marine Fuels sent to the Seller.

2.2 The Seller warrants that the Marine Fuels shall comply with the grades nominated by the Buyer, shall be of satisfactory quality and, unless otherwise agreed in writing between the Parties, shall comply with ISO standard 8217: 2010 with any subsequent amendment thereof.

2.3 The quantity requested by the Vessel shall not fall short or exceed by more than 10% the tonnage agreed in writing between the Parties without the prior agreement of the Seller.

2.4 The Seller may discharge its obligation to deliver Product as specified in the Confirmation by supplying in substitution thereof product of a different grade and/or brand name provided always that such substitute product is of an equivalent or superior specification to the specified in the Confirmation.

## 3. MEASUREMENTS

3.1 The quantities of Marine Fuels shall be determined from the official gauge or meter of the bunkering barge (tanker) or tank truck effecting delivery or of the shore tank in case of delivery ex-wharf/ex-pipe.

3.2 The Buyer and the Seller shall both have the right to be present or represented when such measurements are taken and shall be given sufficient information and access to verify the quantity delivered. If the Buyer or his representative fails to avail himself this right, the quantity determined as delivered in presence of Seller only shall be binding for charging purposes.

3.3 The Marine Fuels to be delivered upon the Seller's order shall be measured and calculated in accordance with the ASTM-API-IP / Petroleum Measurement Tables or as per ISO Standards.

## 4. SAMPLING

4.1 The Seller shall arrange for 4 (four) identical representative samples of each grade of Marine Fuels to be drawn throughout the entire bunkering operation in the presence of both Seller and Buyer or their respective representatives.

4.2 The above-mentioned samples shall be securely sealed and provided with labels showing the Vessel's name, IMO number, identity of delivery facility, product name, delivery date and place and seal number, authenticated with Vessel's stamp and signed by the Master or his authorized representative.

4.3 One sample shall be retained by the Seller in safe custody for 30 (thirty) days after delivery date, one sample shall be retained by the independent surveyor and two samples shall be retained by the Vessel.

## 5. NOTICES AND OTHER DELIVERY REQUIREMENTS

5.1 The Buyer, or the Vessel's agents (whose name to be advised by Buyer upon acceptance by the Seller of the Buyer's order) at the port place of delivery, shall give the Seller, or their representatives at the port or place of delivery, seventy-four (72) hours' notice , forty-eight (48) hours' notice approximate and twenty-four (24) hours definite written notice of arrival (excluding Sabbaths, holidays and other non-working days at the place of supply) and the exact place and time at which deliveries required, failing which Seller not be liable for any resulting delivery delays. Notice must be given during the Seller's normal business hours (Monday to Friday inclusive, 08.00-17.00 office hours as the case may be). Notice given outside these hours will be deemed to have been given at 08.00 on the first business day thereafter. Furthermore, it is in all circumstances and on all occasions the responsibility and duty of the Buyer to ascertain and where appropriate to comply with:

- a) the precise requirement of the Physical Supplier and any other person, body, or authority in respect of the given of notice of the Vessel's time of arrival at the Point of Delivery
- b) the exact location of the Point of the Delivery
- c) any particular requirements to enable Delivery to be effected as efficaciously as possible.

5.2 The Buyer will arrange for the Vessel's agents at the Delivery Port to liaise with the Seller or its agents or representatives so as to ensure compliance with all provisions and requirements for the delivery.

5.3 Delivery shall be made at the established time and place of delivery, unless otherwise agreed in writing between the Parties.

5.5 The Parties shall have the option to establish by mutual agreement other exact delivery date during the period the Vessel is operating in the delivery port.

5.6 In case the Vessel does not present itself for delivery or it is not available to take the product totally or partially within a period comprised between end of delivery laycan and three days after, the Buyer shall indemnify the Seller with liquidated damages amounting to 3% of the value of the Marine Fuels ordered. In such a case, the Buyer will promptly advise the Seller. Buyer will also ensure that the Vessel's agent at the place of supply is similarly informed and that the agent advises the Physical supplier accordingly. At the Buyer's request, the Seller will use its best endeavors to supply a delayed vessel on the terms originally agreed but reserves the right to charge the Customer all additional costs, to revise the price or to calculate a daily tariff for the delay, including the right to receive the penalty amount as presented above.

In addition to the above, the Seller has the right to raise a claim against Buyer for all loss suffered by Seller due to derivative hedging instruments they use to offer a fix price for the quantity ordered by Sales Contract and not lifted by Vessel for any reason, claim which will rely, if applicable, upon the decrease of market oil quotations used by Seller from the time of placing the deal, on which fix purchase price of product for Seller is calculated, to the time when deal is canceled or when actual quantity not lifted is known at time of supply.

5.7 The Marine Fuels shall be delivered:

- a) ex-pipe;
- b) by tank trucks or
- c) by bunkering barge.

5.8 In the event of delivery by bunkering barge, the Buyer shall at its own expense provide a clear and safe berth for the barge(s) alongside the Vessel's receiving lines and shall provide all necessary facilities and assistance required to effect delivery. The Buyer agrees to pay and indemnify the Seller against all claims and expenses in respect of any losses, damages or delay caused by the Vessel to any barge and/or its equipment or assets involved in the specific bunkering procedures.

5.9 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 shall instruct the master or agent of the Vessel to:

- a) advise the Seller in writing, prior to delivery, of the minimum and maximum allowable pumping rate, the minimum and maximum pressure allowed and to agree on communication and emergency shut-down procedures.
- b) advise the Seller in written of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of, and particular to, the Vessel and which might adversely impact the delivery of the Marine Fuels;
- c) provide a free side to receive the Marine Fuels and to render all necessary assistance which may reasonably be required to moor or unmoor the bunkering barge or to connect or disconnect the delivery hose(s).

5.10 The connection and disconnection of the hoses is to take place under the sole responsibility of the Buyer who will render all other necessary assistance and provide sufficient cargo space and equipment to receive promptly each and every consignment of the delivery. The Buyer is fully responsible for ensuring that the product is delivered at a safe rate and pressure and that all equipment utilized therefore is in a safe and satisfactory condition. It is fully understood that the responsibility of the Seller will be only involved until the flange connecting the Vessel's bunker manifold with the delivery facilities provided by the Seller. Safe rate will be agreed by both Masters.

5.11 The Vessel shall provide segregated tanks to receive the contracted quantity of Marine Fuels. The Seller shall not be responsible for on board safety or storage failures that may affect the delivery as requested and shall have the right to recover from Buyer any cost incurred therefore. Responsibility for establishing compatibility of Product delivered with any other product or products and for segregating the same rests solely with the Buyer.

5.12 The Seller shall use reasonable endeavours to make delivery as agreed however no guarantee of the time or rate of delivery is given, and the Seller shall not be liable for any losses or damages including

demurrage, howsoever caused, suffered by the Buyer due to any delay in delivery. The Seller will not be liable for any loss incurred by the Buyer due to any failure or delay in supply due to. (a) congestion affecting the physical supplier of Marine Fuels at the delivery facilities, (b) prior commitments of available barges, (c) local customs, pilots, port or other authorities or (d) shortage of Marine Fuels of the required specification or (e) failure or under-performance of the Bunker Tanker, or (f) any circumstances out of the direct control of the Seller.

## 6 PAYMENT

6.1 Payment for the Marine Fuels shall be made by the Buyer in [currency] or such other currency as may be stated in the Sale Contract, within payment days mentioned in the invoice and contract after the completion of delivery (fax or telex invoice is acceptable) unless otherwise agreed in writing between the Parties. In the event payment has been made in advance of delivery, same shall be adjusted on the basis of the actual quantities of Marine Fuels delivered and additional payment/refund, as the case may be, shall be made accordingly in [30 (thirty) days].

6.2 Payment shall be made in full, without set-off, counterclaim, deduction or discount, free of bank charges in the manner and at the place indicated on the invoice. Buyer may not, at any time or for any reason whatsoever, assert a setoff or invoke any counterclaim or other right as a basis for withholding payment.

6.3 Payment shall be deemed to have been made on the date the payment is credited to the counter of the bank designated by the Seller. If 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.

6.4 Late payment will entitle the Seller to charge interest of 3% per calendar month, on the outstanding amount calculated on a daily basis from the due date until the effective payment. Accrued penalties will be added to and become part of the outstanding amount at monthly intervals. In the event that the contractually agreed rate of financial charges specified in the Agreement is in excess of that permitted by relevant law there shall be substituted the maximum so permitted. If the Buyer fails to meet any payment obligations to the Seller arising out of any Contract as they become due, the Seller on written notice to the Buyer may accelerate the payment date of any other Contract in which case payment is immediately due. In consideration of this acceleration, the Buyer is entitled to a credit against the principal amount due of two per cent (2%) per Month (prorated over thirty (30) Days) for every Day the payment is early

6.5 Payment will be made by way of telegraphic, telex, swift or rapid electronic transfer to the bank and account specified by the Seller. All bank and other charges, if any, incurred in effecting remittance including identifying references should always be paid by the Buyer.

6.6 Payments received by the Seller from or on behalf of the Buyer notwithstanding any specific request to the contrary will be applied in the following order in diminution or extinction of:

- 6.6.1 *accrued financial and other charges in respect of transactions for which the principal sum has been previously paid;*
- 6.6.2 *accrued financial and other charges arising from all other transactions;*
- 6.6.3 *any principal sum or sums due and outstanding commencing with the oldest and proceeding chronologically thereafter to the most recent.*
- 6.6.4 *any principal sum which the Seller knows or reasonably expects will fall due at a future date.*
- 6.7 The Seller may in good faith vary, amend, withdraw, substitute or add to the terms relating to payment at any time in the course of a transaction in such a manner as it shall in its absolute discretion consider necessary to protect its interests.
- 6.8 Where the Seller has assigned the Buyer a certain credit line it has done so in its absolute discretion and without prejudice to any rights of the Seller in these STC's or otherwise. Such credit line will be on a global basis to cover combined outstandings under the Contract and any other contracts (the "Credit Limit"). The Seller reserves the right to vary this Credit Limit from time to time. Should the Seller decide (in its sole and unfettered discretion) to reduce the Credit Limit, then the Seller may require the Buyer, within two Banking Days prior to delivery, to (i) make a prepayment to the Seller or (ii) pay any outstanding invoices so that there is adequate Credit Limit available to cover the value of the Marine Fuels to be delivered hereunder. If the Buyer fails to make such prepayment or payment within the period specified, the Seller may, in its sole and unfettered discretion, suspend, cancel or continue with the delivery and claim the Buyer for all damages occasioned by the Buyer's failure. Any costs incurred by the Seller whilst awaiting the Buyer's pre-payment or payment as above shall be for the Buyer's account.
- 6.9 The full legal and other costs and expenses incurred by the Seller including those of the Seller's own legal department and of other lawyers in connection with any breach by the Buyer of any term of the of the Agreement including but not limited to actions for debt recovery shall be for the Buyer's account and shall for all purposes from part of the Price due from the Buyer to the Seller for Product supplied.
- 6.10 In the event the Buyer is requested to make payment to a bank account other than the one stated in the Confirmation and/or invoice, the Buyer must confirm such change before remitting payment, by emailing the Seller directly to the email address from which the Confirmation was sent and by calling the responsible bunker trader at the Seller. If payment is made to an account other than the one designated in the Bunker Confirmation or verified in accordance with this clause, and the funds are not received in the Seller's account, payment has not occurred.
- 6.11 In the event of non-payment, the Seller reserves the right to pursue all legal remedies available to recover the amount owed. The Seller shall have a maritime lien on the Vessel for the amount owed until payment and interest have been received by the Seller. The Seller is entitled to rely on any provision of law of the flag state of the Vessel, the place of delivery or where the Vessel is located granting the Seller maritime lien in the Vessel and/or providing for the right to arrest the Vessel. Nothing in these terms or the Confirmation shall be construed to limit the rights or legal remedies that the Seller may have against the Vessel or the Buyer in any jurisdiction. The Seller shall not be bound by



any attempt by any person to restrict, limit or prohibit its lien attached to the Vessel. 'No-Lien' stamps or remarks in any form or wording on the BDN's or in any other document, letter, e-mail or similar received from owners shall be invalid and of no effect, and shall in no way impair the Seller's lien or discharge the Vessel's responsibility for debts under the Contract. If for whatever reason the Seller should not be able to exercise a maritime lien on the Vessel, the Seller shall subsequently have a contractual lien on the Vessel for all sums payable to the Seller under these GTC.

## 7 CLAIMS

7.1 Any dispute as to the quantity delivered must be noted at the time of delivery in the letter of protest. Any claim as to short delivery shall be presented by the Buyer in writing within twenty-four (24) hours from the date of delivery, failing which any such claim shall be deemed to be waived and absolutely barred. Any check by the Buyer of quantity delivered, at their own cost, shall not be taken into consideration unless it is made by a specialist inspector of international reputation performing the activity in the delivery port. The Buyer shall appoint the inspector within twenty-four (24) hours from the delivery date. Failing this acknowledgement, Seller's quantity determination shall be conclusive.

7.2 The inspector's assessments with respect to the quantity delivered, should base only on figures found at bunkering barge (tanker), at tank truck effecting delivery or at the shore tank in case of delivery ex-wharf/ex-pipe, shall be binding between the Parties, save for fraud or manifest error. All the costs generated by the appointment of the inspector shall be incurred by the breaching Party.

7.3 The Seller will not accept a claim for short delivery based upon figures obtained by measuring Marine Fuels in the Vessel's tanks.

7.4 Any claim as to the quality or description of the Marine Fuels must be notified in writing with all documentary evidence promptly after the circumstances giving rise to such claim has been discovered but in any way within Seven (7) days from the date of delivery. If the Buyer does not notify the Seller of any such claim within seven (7) days of the date of delivery, then any such claim shall be deemed to be waived and absolutely barred. Equally, no claim will be admissible if the product delivered is found to have been mixed with another product on board the Vessel supplied.

7.5 In such event the parties hereto shall have the quality of the Marine Fuels analyzed by a mutually agreed, qualified and independent laboratory of international reputation. The Seller shall designate a minimum of two such laboratories, and the Buyer shall choose one laboratory from those designated for a final and binding test. The Seller shall provide the laboratory with the sample retained by them as per Clause 4.3. If ISO grades have been specified, the analysis shall be established by tests in accordance with ISO 8217:2010 or any subsequent amendments thereof. If non-ISO grades have been agreed, tests will be made in accordance with standards corresponding to the aforementioned ISO standards. Unless otherwise agreed the expenses of the analysis shall be for the account of the party whose claim is proven unfounded by the joint analysis. Both parties expressly agree that the result of this joint quality inspection shall be final and binding as evidence of quality of the product delivered.

7.6 Any claim against the Seller howsoever arising out of the Contract shall be deemed waived and time barred if the Buyer fails to commence legal proceedings for such claim at relevant court or arbitral tribunal within six (6) Months after the date of delivery of the Marine Fuels.

## **8 RISK/TITLE/LIEN**

8.1 The Seller's responsibility for product delivered shall cease and the Buyer shall assume all risks and liabilities relating thereto, including loss, damage, deterioration, depreciation, contamination, evaporation or shrinkage of product and responsibility for loss, damage and harm caused by pollution or in any other manner to third parties once the Marine Fuels have passed the flange connecting the Vessel's bunker manifold with the delivery facilities provided by the Seller.

8.2 Delivery shall be deemed complete when the oil has passed the flange connecting the Physical Supplier's delivery facilities with the receiving facilities provided by the Buyer. However, ownership of title to the product shall pass to the Buyer only after the price has been received by the Seller. Until such time as the price is received by the Seller the person in possession of the product delivered shall hold the product for the Seller as a mere bailee. The Buyer agrees that upon demand the Seller should remove the Marine Fuels from the Vessel without judicial intervention if the purchase price is not timely paid.

8.3 Where marine Fuels are supplied to a Vessel, in addition to any other security, the contract is entered into and the Marine Fuels are supplied upon the faith and credit of the Vessel. It is hereby agreed and acknowledged that a lien over the Vessel is thereby created in accordance with clause 6.11 and that the Seller in accepting to deliver the Marine fuels to the Vessel does so relying upon the faith and credit of the Vessel. The Buyer, if not the registered owner of the Vessel, hereby expressly warrants that he has the authority of the registered owners to pledge the Vessel's credit as aforesaid and that he has given notice of provisions of this Clause and of the Condition of Contract in the preamble in these GTC to the Vessel's registered owners. The Seller shall not be bound by any attempt by any person to restrict, limit or prohibit its lien or liens attaching to a Vessel.

## **9 BREACH / CANCELLATION**

9.1 The Seller shall have the option to cancel the Sale Contract in full or in part, by way of a cancellation notice with a [5 (five)] days remediation period, or to store or procure the storage of the bunkers in whole or in part for the account and risk of the Buyer pursuant to the agreement between Parties, or take any other measures the Seller deems appropriate, without prejudice to its rights to indemnification, without any liability on the side of the Seller, in any (but not limited) on the following cases:

- (a) when the Buyer, for whatever reason, fails to accept the bunkers in part or in full at the place and time designated for delivery;
- (b) when the Buyer fails in part or in full to comply with its obligations to pay any amount due to the Seller and/or provide security as set out herein;

(c) when, before the date of delivery, it is apparent in the opinion of the Seller that the financial position of the Buyer entails a risk for the Seller;

(d) when, in case of force majeure, the Seller is of the opinion that the nature or the duration of the circumstances is such, that the execution of the agreement shall be cancelled.

9.2 The cancellation of the Sale Contract in whole or in part, as per the provisions of Clause 9.1. above, shall be effective as from the date of expire of the remediation period mentioned in the cancellation notice given by the Seller.

9.3 The full legal and other costs and expenses incurred by the Seller in connection with any breach by the Buyer of any term of the Sale Contract including but not limited to actions for debt shall be for the Buyer's account.

9.4 The Seller shall have the option to cancel the Sale contract at any time and without any indemnity becoming due when the Seller, in his absolute discretion, considers that performing the Sale Contract may bring him in breach of any Sanctions.

## 10 FORCE MAJEURE

10.1 The Seller shall not be liable for any failure to fulfill any term or conditions of the Sale Contract if fulfillment has been delayed, hindered or prevented by any circumstances whatsoever which are not within the immediate control of the Seller including but without limiting the generality of the foregoing: (a) any strike, lockout, whether involving the employees of the Buyer, Seller, its supplier, any governmental order, request or restriction (b) shortage in raw material, marine or land transportation, manufacturing or storage facilities of Marine Fuels, whether in whole or in part from the Seller's source of supply; (c) war, insurrection, civil commotion, act of terrorism or piracy affecting the Delivery Port or access thereto, (d) the effect of adverse weather (including but not limited to hurricanes, typhoons, storms, heavy snow, wind, waves, flooding), breakdown of or damage to facilities, plant, equipment, machinery, bunkering barge or any other form of vessel or vehicle, or (e) any limitation restriction or interruption to existing or contemplated sources of supply of Marine Fuels or the means of supply thereof.

10.2 Where the event of force majeure continues for more than [one (1) month], and in absence of an agreement between the Parties, each of them may then terminate the Sale Contract fully and automatically, by simple written notice to the other. Such termination shall not affect the payment obligations of the Buyer due for the Marine Fuels already supplied at the date the force majeure event occurred.

## 11 HEALTH, SAFETY AND ENVIRONMENT

11.1 The Seller shall provide the Buyer with Material Safety Data Sheet (MSDS) and shall also provide the receiving Vessel with the MSDS appropriate to the grade of Marine Fuels delivered. 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.

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

11.3 All expenses, claims, losses, damages, liability and penalties arising from spills shall be borne by the Party that caused the spill by a negligent act or omission, always taking into consideration provisions of clause 8.1 above.

## 12 WAIVER

12.1 The failure by any Party to these GTC to enforce any right against the other Party shall not be construed as a waiver of that right or in any way affect the validity of the GTC. In particular, the granting by the Seller of any additional time to make payment or the waiving or reducing of any penalties or other charges shall not prevent the Seller at any time thereafter from relying upon its strict contractual rights.

## 13 INDEMNITY

13.1 Buyer shall indemnify and hold Seller harmless from and against any and all claims, demands, suits or liabilities for damage to property or for injury or death of any person, or for noncompliance with any requirement of any governmental entity arising out of an act or omission of Buyer or its agents or servants in receiving, using, storing or transporting Marine Fuels delivered hereunder, including exposure thereto, unless the same be due to the sole negligence of Seller. To the extent permitted by law the Seller shall not be liable to the Buyer for any loss or damage including loss of profit or any other consequential loss whatsoever arising from any cause whatsoever whether in contract, tort, or otherwise including the negligence of the Seller, its servants, agents or sub-contractors.

## 14 COMPENSATION

14.1 Notwithstanding the foregoing, in the event that the Seller is found to be liable to the Buyer, the total amount payable by way of compensation other than in respect of personal injury or death shall not exceed the price charged to the Buyer for Marine Fuels supplied under these GTC. This limitation of the Seller's liability to the Buyer shall apply regardless of whether that liability arises in contract, tort or any other way whatsoever and shall be in addition to any other exclusions or limitations available to the Seller under law. In any case, the Seller shall have no liability unless and until the Seller has received full payment from the Buyer of all sums due under the Contract. It is explicitly understood that the risk accepted by the

Seller under the Contract as limited by this clause is an essential consideration in agreeing on the price of the Contract, therefore any increase in the liability allocated to the Seller would alter the contract and the balance in the rights and obligations arising out of the Contract between the parties.

14.2 Except as stated in clause 13, neither Party shall be liable, whether in contract, tort or any way whatsoever, for any indirect, special, punitive, exemplary, incidental or consequential losses, damages or expenses of any kind. Further the Seller shall not be liable for loss of actual, projected and/or prospective profits, anticipated costs savings, loss of other contracts or financial or economic loss, loss of time, Vessel detention or demurrage howsoever arising, deviation and/or off-hire.

14.3 The Seller and the Buyer recognize the risks inherent in ship-to-ship operations and that the decision to proceed with such operations is in the discretion of the Masters of the Vessel and the Bunker Tanker involved.

14.4 Incidents involving the Vessel and the Bunker Tanker or loading terminal by contact, collision, swell and/or any other weather or sea related condition shall be handled between the Vessel interests and the Bunker Tankers or loading terminal interests in accordance with the laws and regulations of the place of the incident. There will be no liability between the Buyer and the Seller for damage arising out of such incidents.

## 15 SEVERABILITY

15.1 Each provision of these GTC is severable and if any provision is or becomes invalid or unenforceable or contravenes any applicable regulation or law, the remaining provisions will not be affected. In any such event, the Parties hereto will co-operate in good faith to replace the invalid or unenforceable provision by a new provision reflecting their original intention as closely as possible.

## 16 LAW AND ARBITRATION

16.1 This agreement shall be governed in all matters by the laws of Romania.

16.2 Any and all disputes including without limitation any disputes on reasonable existence, invalidity, default, payment default, termination or inadequacy arising out of or in connection with the present GTC and/or the Sale Contract, if not solved by means of negotiations of the Parties within 30 (thirty) days from the moment of occurrence, shall be submitted to ad hoc arbitration. The Commercial and Maritime Arbitrage Court attached to the Constanta Chamber of Commerce, Industry, Navigation and Agriculture is effectively the designated arbitration organ and the language of arbitration shall be English.

Each Party shall appoint its arbitrator and both appointed arbitrators shall appoint a third arbitrator, who will act as chairman of the arbitration tribunal.

The Arbitration procedure shall be conducted in accordance with the provisions of the Rules of the Commercial and Maritime Arbitrage Court attached to the Constanta Chamber of Commerce, Industry, Navigation and Agriculture (the "Arbitration Rules") which shall apply in their entirety, except for the

provisions of such Arbitration Rules on appointment of arbitrators, arbitrators who will be chosen as referred above.

However, in case the arbitrators appointed by the two Parties fail to appoint the third arbitrator, the Arbitration Rules shall be used for appointment of a third arbitrator. The Parties expressly agree that any reference to such Arbitration Rules does not eliminate the ad hoc nature of the arbitration. Resolution passed by the Arbitration tribunal shall be considered final and incontestable and binding upon the Parties of the present GTC and/or Sale Contract.

## 17. SANCTIONS COMPLIANCE

17.1 The Seller is bound to comply with United Nations Resolutions or trade economic sanctions, laws or regulations promulgated by the Republic of Romania or the United States of America (hereafter called "Sanctions").

17.2 The Parties warrant that i) neither Party is subject to any of the sanctions, prohibitions, restrictions or designation referred to in sub-clause 16.1 which prohibit or render unlawful any performance under the Contract; and ii) the Parties are respectively selling and buying the Marine Fuels as principals and not as agents, trustees or nominees of any person with whom transactions are prohibited or restricted under sub-clause 16.1 above.

17.3 The Buyer further warrants that

- i) 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 16.1 above;
- ii) the Marine Fuels purchased under the Contract will not be sold to any entity subject to the sanctions, prohibitions, restrictions or designation referred to in Sub-clause 16.1; and
- iii) should the Buyer sell any of the Marine Fuels purchased under the Contract, it shall obtain the same warranty from its own buyers.
- iv) The Buyer has implemented a sanctions compliance programme and made its subcontractors to implement such programme.
- v) By entering into and performing the Contract, the Seller shall not be in breach of any Sanctions.