

TERMS AND CONDITIONS OF SALE FOR MARINE FUELS 2024

The following terms and conditions shall apply to all sales of marine bunker fuels and related products and services of whatever type or grade by the Seller to the Buyer (as defined below).

1. APPLICATION

- 1.1 The Terms and Conditions together with a Sales Order Confirmation (collectively, the “**Contract**”) shall contain the entire agreement between the parties and supersede all prior agreements, arrangements, understandings, representations and/or warranties made in respect of this and previous transactions. In the event of any inconsistency or conflict between the Sales Order Confirmation and the Terms and Conditions, the Sales Order Confirmation shall take precedence.
- 1.2 The Terms and Conditions shall apply to all agreements between the Buyer and the Seller, even if no Sales Order Confirmation is issued by the Seller.
- 1.3 The Seller reserves the right to, at its sole discretion, revise and amend the Terms and Conditions herein from time to time and without notice.

2. INTERPRETATION

- 2.1 In these Terms and Conditions:-

“**Assigned Interests**” has the meaning set out in Clause 21.2.

“**BDN**” means the bunker delivery note issued by the Seller or the Supplying Company upon Completion.

“**Buyer**” means the party or parties described in the Sales Order Confirmation and shall include the Vessel, the Owner, her master, operators, any party benefiting from consuming the Products, and any other party ordering the Products, all of whom shall be jointly and severally liable as the Buyer under the Contract. All references to the Buyer shall include their servants, agents, successors, subcontractors, assigns, designated representatives, and principals (whether disclosed or undisclosed).

“**Business day**” means any day other than a Saturday, Sunday or public holiday in Singapore, or any day other than a rest day or public holiday at the place of delivery, as the case may be.

“**Completion**” means the finalisation of the delivery of the Products to the Vessel as further particularized in Clause 7.12.

“**Code**” means the Singapore Standard code of practice for Bunker Mass Flow Metering SS648:2019(as amended and/or supplemented from time to time as at the date of delivery

of the Products) (“**SS 648**”), or in the event the SS648 is inapplicable, the Singapore Standard Code of Practice for Bunkering SS 600 : 2023 (as amended and/or supplemented from time to time as at the date of delivery of the Products) (“**SS 600**”), but always excluding the Bunker Claims Procedure in both SS648 and SS 600.

“**Contract**” means the contract for the purchase and sale of Products between the Buyer and the Seller, comprising the Sales Order Confirmation and the Terms and Conditions.

“**End User**” means the party who ultimately purchases, uses or consumes the product, e.g. the Vessel’s owner, charterer, operator, commercial manager, etc.

“**Force Majeure Event**” has the meaning set out in Clause 17.2

“**Guidelines**” means the IMO Revised Guidelines for the Onboard Operational use of Shipborne Automatic Identification Systems (AIS), Resolution A.1106 (29) or any subsequent amendment thereto.

“**Invoice Price**” has the meaning set out in Clause 4.3.

“**MARPOL Annex VI**” means RESOLUTION MEPC.176(58) Amendments to the Annex of the Protocol of 1997 to amend the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating to it (Revised MARPOL Annex VI) as amended from time to time by the International Maritime Organization.

“**Price**” shall mean the price of the Products set out in Clause 4.1.

“**Supply Truck**” means a road vehicle used by the Supplying company to carry out the supply Products to a Vessel

“**Seller**” means the party reflected as “Seller” in the Sales Order Confirmation or – in absence thereof – Sing Fuels Pte. Ltd.

“**Owner**” means the registered owner(s), beneficial owner(s) and/or bareboat charterer(s) of the Vessel.

“**Payment Interference**” means confiscation, freezing, detainment, arrest, stoppage, blocking of funds or any other interference exercised by banks, courts, public authorities or otherwise (and whether such interference is justified).

“**Products**” means the marine bunker fuels and related products of whatever type or grade which the Seller is to sell and supply in accordance with the Contract.

“**Sanctions Regulations**” means any domestic or international trade sanctions, export or import controls, embargos, trade restrictions, listing of persons or entities, asset freezing,

prohibitions to sell, purchase, import, export, transfer or transport, non-proliferation, anti-terrorism and similar laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements issued or enacted or any other economic or trade sanctions adopted by the United Nations, the European Union, the United Kingdom, Singapore and the United States of America or any other jurisdiction where the Seller delivers Products or otherwise carries out business.

“Supplying Company” means the Seller’s supplier and/or the party delivering the Products physically to the Buyer, including their servants, agents, successors, sub-contractors, and assigns.

“Supply Vessel” means the ship, barge, or bunker tanker intended by the Supplying Company to deliver the Products in accordance with Clause 7.

“Sales Order Confirmation” means a confirmation in writing from the Seller to the Buyer setting forth the particular terms of each sale of the Products.

“Tax(es)” means any tax, levy, rate, duty, fee, sales tax, sales and use tax, energy tax, carbon or other greenhouse gas levies, transfer tax, stamp duty, or any other similar tax or governmental charge (other than any port charges) imposed directly or indirectly on the Seller or any affiliate of the Seller, the Supplying Company or the Buyer, its assets, income (except for taxes on the Seller’s gross income), dividends or profits (without regard to the manner of collection or assessment, whether by withholding or otherwise) by any government, governmental authority or other body duly authorised to impose such tax, levy, rate, duty, fee or other charge.

“Terms and Conditions” means the standard terms and conditions set out in this document in force as of January 2024 and any subsequent revisions and amendments to it.

“VAT and/or Other Indirect Taxes” means any VAT, goods and services tax, sales and use tax, excise duty, energy tax, customs duty, transfer tax, stamp duty, or other similar tax or governmental charge, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them) that is imposed by any governmental authority in respect of any sale of Products made under a Contract.

“Vessel” means the ship nominated by the Buyer to receive Products.

- 2.2 Unless the contents otherwise require, any references to the Buyer or Seller shall include their servants, agents or representatives.
- 2.3 Words importing the singular number may include the plural number, and vice versa. Any references to natural persons shall include a body corporate.

3. BASIS OF SALE

- 3.1 The Contract for each sale of the Products shall be deemed firm and binding upon the issuance of a Sales Order Confirmation by the Seller. The Sales Order Confirmation may include additional terms and conditions which shall be binding in respect of the particular transaction. Unless expressly set out in the Sales Order Confirmation, no other terms and conditions proposed by the Buyer, whether before or after the Sales Order Confirmation, shall be or become part of the Contract.
- 3.2 The Sales Order Confirmation shall be submitted by Seller by way of fax, telex, electronic communication including but not limited to electronic mail, chat, instant messenger communication or short-messaging service (SMS).
- 3.3 The Seller shall be entitled to correct any typographical or clerical error and/or omission in any quotation, price list, Sales Order Confirmation, invoice or other document or information issued by the Seller upon notice to the Buyer of the said error and/or omission.
- 3.4 Both the Buyer and Seller acknowledge that where the supply of the Products under the Contract is made by the Supplying Company, the Supplying Company supplies the Products as an independent contractor and not as an agent or representative of the Seller.

4. PRICE

- 4.1 The Price shall be the price of the Products exclusive of duties, fees, wharfage dues, Taxes, VAT and other Indirect Taxes and other costs or charges, including but not limited to pipeline charges, charges, dues, duties, or taxes imposed by government(s) and/or authorities and barging and delivery charges. The Price shall be set out in United States Dollars (USD) in the Sales Order Confirmation.
- 4.2 The duties, fees, wharfage dues, Taxes, VAT and other Indirect Taxes and other costs or charges, including but not limited to pipeline charges, charges, dues, duties, or taxes imposed by government(s) and/or authorities and barging and delivery charges, shall be included in the Invoice issued by the Seller to the Buyer and shall be solely borne by the Buyer.
- 4.3 “**Invoice Price**” is the aggregate of the Price and all charges, dues, duties or taxes referred to in Clauses 4.2, 4.4 and 4.5.
- 4.4 Any later or additional tax, assessment, duty or other charge of whatever nature and however named, or any additional or increase in costs borne by the Seller caused by any change in the Seller’s contemplated source of supply or other change in the cost price of the Products to the Seller, coming into existence after the Contract has been concluded, shall be added to the Invoice Price, provided that the Seller gives the Buyer notice of this within a reasonable time after the Seller becomes aware of the relevant circumstances.

- 4.5 The Seller also reserves the right to increase the Invoice Price of the Products to reflect any increase in cost to the Seller (including but not limited to any increase in cost due to change in delivery dates, quantities or specifications of the Products as requested by the Buyer, or any delay caused by any instructions of the Buyer or the failure of the Buyer to give the Seller adequate information or instructions), by giving notice to the Buyer in writing on or after the issuance of a Sales Order Confirmation or at any time before delivery of the Products, and the Buyer shall be bound to pay such an increased price.
- 4.6 The Buyer's submission of any complaint or claim under Clause 14 shall not relieve it from its responsibility to make payment in full as required by the Contract, and the Buyer shall not be entitled to deduct from, set off, holdback or otherwise reduce in any manner whatsoever the Invoice Price of the Products or any amount owed to the Seller under the Contract or any other contract between the Seller and the Buyer.
- 4.7 In case of a Payment Interference, or if the Seller has reason to believe that a Payment Interference will occur, the Seller shall be entitled to demand payment into the Seller's account in a different currency than US dollars, with the applicable currency conversion rate to be set by the Seller, acting reasonably. The Buyer shall bear the risk of any Payment Interference, and payment shall always be remitted and received into the account designated by the Seller. Accordingly, the Buyer is obliged to remit payment again if the money has not been received into the Seller's designated account due to a Payment Interference.

5. CHARGES

In addition to the Invoice Price payable for the Products, the Buyer shall pay all 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 in connection with the delivery of the Products under the Contract.

6. NOMINATION

- 6.1 Unless otherwise specified by the Seller, the Buyer shall give the Seller notice in writing at least Ninety-six (96) hours prior to delivery (excluding non-business days) or as soon as sales order confirmation is issued by the supplier, whichever is the latest of:-
- (a) The name of the Vessel;
 - (b) The Vessel's local agent(s);
 - (c) The estimated time of arrival;
 - (d) The exact location at which delivery of the Products is required;

- (e) The grade, quality and exact quantity of the Products required;
 - (f) Any special conditions, difficulties, peculiarities, deficiencies or defects in respect of or particular to the Vessel that might adversely affect the delivery of Products;
 - (g) The maximum allowable pumping rate and pressure for the Vessel; and
 - (h) Any other details as shall be necessary or desirable or required by the Seller.
- 6.2 With respect to Clause 6.1(f) above, the Buyer shall be responsible for any increased costs and/or expense and/or loss of time incurred by the Seller in connection thereof. If such special conditions, difficulties, peculiarities, deficiencies, or defects exist, the Seller may, at its option, cancel the nomination without any liability whatsoever.
- 6.3 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 notice of any changes made to the Buyer's nomination. The Seller shall not be liable for any changes made to the Buyer's nomination less than forty-eight (48) hours prior to delivery, and may at its option cancel the nomination without any liability whatsoever.
- 6.4 In providing a nomination, the Buyer represents and warrants that it is familiar with and understands all limitations and conditions affecting the delivery location (including those related to the delivery mode) and shall inform the Seller of such limitations and conditions. The Buyer shall only nominate a Vessel that is compatible with such limitations and conditions. The Buyer further represents and warrants that any nominated Vessel operates in compliance with all applicable laws, regulations, and other requirements of: (i) the country of the Vessel's registry; and (ii) the relevant authorities (including port authorities or terminal operators) at the delivery location.
- 6.5 Where the Buyer nominates Products that are above the sulphur limits set out in MARPOL Annex VI ("High Sulphur Marine Fuels") without a Fuel Oil Non-Availability Report (FONAR) and the relevant authorization, the Buyer shall be deemed to have confirmed to the Seller that the Vessel has working, compliant abatement technology installed and that the Products shall be consumed in compliance with MARPOL Annex VI.
- 6.6 The Buyer shall indemnify and keep indemnified the Seller against all actions, claims, proceedings, liabilities, damages and all legal costs or other expenses arising out of or in connection with any inaccuracy of the nomination, information, confirmations, representations and/or breach of the warranties in this Clause 6, or related to any claim by a third party based on any facts which, if substantiated, would constitute such a breach.

7. DELIVERY

- 7.1 Unless otherwise notified by the Seller, for each delivery, the Buyer (or the Buyer's representatives at the delivery location) shall give the Seller (and the Seller's representatives at the delivery location) seventy-two (72), forty-eight (48) and twenty-four (24) hours' prior written notice of the Vessel's arrival. The Buyer shall notify the Seller immediately of any change in the Vessel's expected arrival time. The notices given by the Buyer under this Clause 7.1 are for the Seller's information only and shall not amend the terms of the Contract.
- 7.2 The Seller's obligation to make delivery hereunder is subject to the availability of the Products requested by the Buyer at the port of delivery and the availability of conveyance through the Supplying Company. The Products may be delivered in one consignment or in part lots, and each lot is deemed to represent part of the Contract.
- 7.3 Delivery of the Products shall be made within the harbour limits or areas stipulated as bunkering areas by the relevant port authorities or governing bodies.
- 7.4 If the Vessel arrives at the delivery location prior to the expected time of arrival, delivery of the Products may take place at the Seller's sole discretion, but the Seller shall be under no obligation to supply (or procure supply to) the Vessel prior to the expected time of arrival, and the Seller accepts no liability for failure to do so. Upon or following the expected time of arrival, the Supplying Company shall deliver the Products as soon as reasonably practicable subject to Force Majeure events as per Clause 17. .
- 7.5 The Buyer shall make all connections and disconnections between the delivery hose and the intake pipe of the Vessel and shall render all other necessary assistance and provide sufficient equipment to receive all deliveries of the Products hereunder promptly.
- 7.6 The Buyer shall ensure that the Vessel provides a free, safe and always afloat and accessible side for the delivery of bunkers and that all necessary assistance as required is rendered in connection with the delivery.
- 7.7 In the event the Supply Vessel is not permitted to deliver the Products to the Vessel, by the relevant terminal or port or yard or jetty authorities or governing bodies, whether pursuant to any rules, regulations, guidelines, or circulars, or not, the Seller shall not be liable for any losses whatsoever sustained as a result of any delay and/or failure in delivering the Products.
- 7.8 If a permit is required from a terminal or port or yard or jetty authority or governing body for deliveries hereunder, no delivery shall be made until the permit has been issued to the Buyer, Seller or Supplying Company, as may be appropriate. The Seller shall not be liable for any losses whatsoever sustained as a result of any delay in obtaining or failure to obtain such permit by the Seller or the Supplying Company, regardless of whether such delay or failure is due to negligence or otherwise.

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- 7.9 The Buyer warrants at the time of delivery that the Vessel: (i) can safely receive the Products; (ii) has all the certificates required to comply with all relevant regulations relating to the delivery of Products at the delivery location; and (iii) is entered with a P&I Club which is a member of the International Group of P&I Clubs, maintains H&M insurance for the Vessel's full declared value and maintains pollution coverage for the Vessel commensurate with coverage for similar vessels in the trade.
- 7.10 If in the Seller's or the Supplying Company's opinion the Vessel cannot safely receive the Products or the Buyer and/or the Vessel are not acting in compliance with MARPOL Annex VI, or any other applicable laws or regulations, the Seller has the option to either: (i) suspend the delivery until, in the Seller's or Physical Supplier's opinion, the Vessel can safely receive the Products and/or is in compliance with MARPOL Annex VI or any other applicable laws or regulations; and/or (ii) terminate the delivery or the Contract.
- 7.11 Delivery of the Products shall be deemed complete once the Products pass the flange connection between the delivery hose and the Vessel's intake manifold.
- 7.12 Where more than one BDN is issued for a delivery of Products, Completion shall be on the issuance of the last BDN by the Supplying Company
- 7.13 Upon completion of the delivery of the Products to the Vessel, the Master of the Vessel or such other representative of the Buyer shall confirm the delivery by signing the BDN. .
- 7.14 The Buyer shall be responsible for any delay caused to the Seller and/or the Supplying Company which is caused by the Buyer, its agents and/or the Vessel and/or the crew of the Vessel, and shall indemnify the Seller for all losses, expenses and/or charges arising out of and in connection with such delay, including but not limited to demurrage or such charges as may be levied by the Supplying Company on the Seller.
- 7.15 . The Seller shall in no circumstances be liable for any costs, losses or expenses incurred by or relating to the Vessel and/or the Buyer in relation to the time taken to commence and/or complete the delivery of the Products, including but not limited to delays, demurrage, detention, loss of hire or freight, and/or Vessel operating costs, whether caused by the Supplying Company, the Buyer, the Vessel or otherwise.
- 7.16 For safety reasons, if the Seller or the Supplying Company, in its sole discretion, determines that a clear and safe berth is unavailable or that the environment for delivery of the Products is unsafe, or the general conditions for delivery is unsafe, the Supplying Company and/or Seller may elect not to commence delivery of the Products or to delay or discontinue delivery operations at any delivery or loading location immediately and without any prior notice to the Buyer.
- 7.17 The Buyer shall be responsible for keeping the Products segregated from any other marine bunker fuels and/or related products of whatever type or grade on board the Vessel or from a different delivery to the Vessel. In no event shall the Seller be responsible for the quality and compatibility of the Products delivered if the Products are mixed or commingled with

any other marine bunker fuels and/or related products of whatever type or grade on board the Vessel or from a different delivery to the Vessel. The Buyer shall be solely responsible for any losses caused by mixing or commingling the Products with any other marine bunker fuels and/or related products of whatever type or grade on board the Vessel or from a different delivery to the Vessel, including any damage the Products may cause to the Vessel and/or its components, machinery, equipment and/or appliances.

8. QUALITY

8.1 Notwithstanding any information which may be provided by the Seller to the Buyer regarding the characteristics of the Products, the Buyer shall be solely responsible for the selection and acceptance of the Products for use in the Vessel nominated by the Buyer to receive the Products including determination of compatibility with fuel already on board the Vessel.

8.2 **All warranties and conditions, whether express or implied, whether by statute, common law or otherwise as to quality, merchantability, fitness or suitability for any particular purpose, are expressly excluded.**

8.3 The Seller's employees, servants or agents are not authorised to make any representations concerning the Products and its quality(ies), characteristics, description, or specifications. In entering into the Contract, the Buyer acknowledges that it has not relied on or will not rely on any such representations.

9. QUANTITY

9.1 The Seller shall be at liberty to supply, and the Buyer shall accept, a variation of 10% from the agreed quantity of the Products as stated in the Sales Order Confirmation, with no consequence other than a corresponding variation to the invoice issued by the Seller.

9.2 The quantity of the Products delivered shall be conclusively determined from the official mass flow meter. If a mass flow meter is unavailable or malfunctioning, the quantity of the products delivered shall be conclusively determined from the gauge or meter of the Supply Vessel or Supply Truck effecting delivery. However, in those ports where legal or operational requirements or industry practice dictate that quantities are measured by referencing either shore tank figures or barge loading figures, such measurements shall instead be conclusive. In cases of delivery ex-wharf, shore tank figures shall be conclusive. Quantities calculated from the Vessel's soundings shall not be considered. It is further agreed that any endorsement on any BDN or the like shall be invalid and be of no effect whatsoever.

9.3 In the event that the quantity of the Products is to be determined from the official mass flow meter and there is a metering stoppage/failure prior to or during the delivery and the delivery cannot be continued, determination of the remaining quantity delivered shall be from the gauge of the Supply Vessel effecting delivery, or the gauge of the shore terminal

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or wharf in case of ex-wharf delivery. The final quantity delivered shall conclusively be the sum of the said 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 Supply Vessel effecting delivery, or the gauge of the shore terminal or wharf in case of ex-wharf delivery.

- 9.4 Except where applicable government regulations or port authorities determine otherwise, adjustment in volume owing to difference in temperature shall be made in accordance with API/ASTM-IP Petroleum Measurement Standards for Generalised Products (Table 6B, 24B or 54B).
- 9.5 For deliveries in Singapore, the quantity shall be measured in accordance with prevailing guidelines set in the Code or its latest edition as of the date of the delivery of the Products under the Contract.
- 9.6 The Buyer has the right to have its representative or an independent surveyor present during the measurement at its own expense. The Buyer's representative or the independent surveyor shall follow such safety procedures as the Master of the Supply Vessel and/or the Seller and/or the terminal may direct and shall, at all times, only use intrinsically safe equipment during the attendance. If the Buyer is not represented, the Seller's determination of quantity delivered shall be deemed correct, conclusive and binding on the Buyer save for fraud or manifest error.
- 9.7 Subject to Clause 9.8, if the quantity of each grade of Products delivered by the Physical Supplier is greater or less than the quantity of that grade of Products set out in the Contract (and such difference cannot be attributed to incorrect measurements), the Buyer, the Vessel or their representatives must issue a separate letter of protest on the date of Completion detailing the claim. Following the issue of the letter of protest, any claim for over or under delivery shall subsequently be presented by the Buyer to the Seller in writing (together with full supporting documentation evidencing the applicable over or under delivery) within fourteen (14) days from (and including) the date of Completion, failing which any such claim shall be waived and absolutely barred (and in such case the Buyer shall be deemed to have accepted the quantity of Products delivered).
- 9.8 If the quantity of Products delivered by the Physical Supplier is greater or less than the quantity set out in the Confirmation (but only within the amount of the Tolerance) the Buyer is bound to accept and pay for the actual delivered quantity at the price set out in the Confirmation. Where the price set out in the Confirmation is a lump sum, the price will be adjusted on a pro-rata basis to reflect the actual delivered quantity.

10. SAMPLING AND TESTING

- 10.1 The Seller and/or the Supplying Company (and/or their representatives) shall arrange for representative samples of the Products to be drawn at the time of delivery of the Products. Unless otherwise agreed between the Buyer and Seller in writing, samples of the Products, for testing, shall be taken from the tanks of the Supply Vessel or tanks from which the

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- Products is delivered to the Vessel by means of the tank composite method or alternatively, by means of the drip method. For deliveries in Singapore, all samples taken shall be done in accordance to the procedures set out in the applicable Code.
- 10.2 The Buyer or its representatives may witness the sampling. The Buyer's representative shall follow such safety procedures as the Master of the Supply Vessel and/or the Sellers and/or terminal may direct and shall at all times only use intrinsically safe equipment during the attendance. The absence of the Buyer or its representatives at the time of sampling shall not prejudice the validity of the samples taken.
- 10.3 The representative samples taken in accordance with Clause 10.1 or Clause 10.2 above shall be divided and stored in one litre containers, which containers shall be sealed by the seller and/or supplier seals only unless otherwise agreed in writing before issuing the contract in the presence of the Buyer's representative, signed by both the Seller's and/or the Supplying Company's and the Buyer's representatives.
- 10.4 The samples shall be distributed as follows: -
- (a) Two samples to the Vessel (MARPOL sample);
 - (b) Two sample retained by the Supply Vessel;
 - (c) One sample for bunker surveyor.
 - (d) One sample for the testing laboratory, if engaged; and
 - (e) The above samples shall be kept for a period of thirty days after delivery, or for such longer period, upon written request by the Buyer. The request shall include full explanation on reasons for extending the retention. Approval by the Buyer and acceptance of both Seller and Supplier respectively for such an extension are mandatory for such request.
- 10.5 In the event of a claim by the Buyer in respect of the quality of the Products, one sample(s) in the Seller's or Supplying Company's possession shall be tested and analysed by an independent laboratory., The test results of the sample so tested shall be conclusive and binding on both the Buyer and Seller in respect of the quality of the Products, absent fraud or manifest error. The independent laboratory shall be appointed by mutual agreement between the Buyer and the Seller, and the charges of the independent surveyor and independent laboratory shall be shared equally by the Buyer and the Seller (provided, however, if the resulting analysis does not show any deviations from agreed- upon quality, the fees of the independent surveyor and independent laboratory shall be for the Buyer's account). In the event that the Seller proposes an independent surveyor or independent laboratory, and the Buyer takes no action to either accept this proposal or to suggest an alternative surveyor or laboratory within 5 days of proposal from seller, then the Seller's choice of surveyor or laboratory shall be binding and any tests performed by the

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independent laboratory shall be similarly binding, regardless of whether or not the Buyer chooses to send a representative to witness the testing.

- 10.6 Any other sample drawn either at the time of bunkering or at any date after bunkering shall not be valid as an indicator of the quality of the Products supplied. The fact that such samples may bear the signature of personnel aboard the Supply Vessel shall have no legal significance as these personnel have no authority to bind the Seller to different contractual terms.
- 10.7 It is the duty of the Buyer to take all reasonable actions to eliminate or minimize any damages or costs associated with any off-specification or suspected off-specification Products. To this end, the Buyer shall cooperate with Seller in achieving the most cost effective solution, including the consumption of the Products after treatment, blending, special handling and/or de-bunkering.

11. RISK AND TITLE

- 11.1 Risk in the Products shall pass to the Buyer once the Products pass the flange connection between the delivery hose and the Vessel's intake manifold.
- 11.2 The title and property in the Products delivered shall remain with the Seller and shall not pass to the Buyer until such time as the Buyer has paid to the Seller all sums due under the Contract. Without derogation from Clause 7, if the Products supplied under the Contract are admixed or co-mingled with other fuels of the Buyer and/or any person other than the Buyer, the product thereof shall become, or shall be deemed to be owned in common by the Seller with the Buyer and/or such other person(s).
- 11.3 Until title and property passes to the Buyer in accordance with Clause 11.2, the Buyer shall hold the Products as bailee of the Seller and shall not consume, use, resell, deal with or dispose of the Products or allow the consumption or use of the Products. Until that time, the Buyer shall store the Products in such a way that it can be identified as the Seller's property and shall keep it separate from the Buyer's own property and the property of any other person.

12. LIEN

- 12.1 Deliveries and loading of the Products 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 have 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 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.

- 12.2 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 a maritime lien on the Vessel and/or providing for the right to arrest the Vessel. Nothing in the 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.
- 12.3 The Seller shall not be bound by any restriction, limitation or prohibition on its entitlement to a maritime lien on the receiving Vessel. In particular, any notice or any stamp in the bunker delivery receipt or similar shall be invalid and cannot waive the Seller's maritime lien on the Vessel.

13. PAYMENT

- 13.1 The Seller shall be entitled to invoice the Buyer for the Invoice Price of the Products delivered to the Vessel and for any other charges referred to in Clauses 4 and 5 above on or at any time after delivery of the Products, or in the event the Buyer fails to take delivery or accept the Products, at any time after such refusal is communicated to the Seller.
- 13.2 The Buyer shall within the time stipulated by the Seller in the Contract or in the absence of such provision or in the event the Buyer wrongfully refuses to take delivery, make full payment forthwith in United States Dollars (USD) 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, by telegraphic transfer in immediately available funds to the Seller's bank account with account details as provided in the invoice or in the absence of such provision to:

Bank Name : OCBC Bank
Branch : Singapore
Account Number : 503-141525-301

or as otherwise as instructed by the Seller.

- 13.3 Cyber frauds are becoming increasingly prevalent, and it is important to exercise caution when making payments. If the Buyer receives a request in change of bank account details, the Buyer must not act on it without first verifying the authenticity of the request with the Seller through its official channels or its finance department (+65 6420 0400).
- 13.4 The Seller shall not be liable for any losses that may result from unauthorized changes to Seller's bank account details or any other fraudulent activity. The Buyer is advised to take necessary precautions to ensure the security of their transactions and to verify the authenticity of any requests for changes to Seller's bank account details before making payments.

- 13.5 Payment shall only be deemed to be made when the said transfer is unconditionally cleared and confirmed by the Seller's bank within the period stated herein. In the event payment falls on any day other than a business day or any other day on which the Seller's bank is closed, payment shall be made on or before the business day immediately preceding the day on which payment would apart from this Clause have fallen due.
- 13.6 In the event of failure by the Buyer to make payment on the due date of any sums due under the Contract, without prejudice to any other rights or remedies available to the Seller, the Seller shall additionally be entitled to:-
- (a) Stop and/or suspend any further deliveries to the Buyer under the Contract and/or any other Contracts or arrangements between the Buyer and the Seller;
 - (b) Charge interest at the rate of twenty four percent per annum (24% p.a.) (or part thereof) on all outstanding sums, until receipt of unconditionally cleared funds in full by the Seller's bank, which the Buyer accepts is a reasonable pre-estimate of the loss that would be suffered by the Seller in the event of the Buyer's default in payment, or alternatively the maximum rate of interest permitted by the applicable law; and
 - (c) The right to set-off any sums owed to the Buyer from any sums due and owing by the Seller to the Buyer under the Contract and under any other contracts or arrangements.
- 13.7 The Buyer shall be liable to the Seller for any legal costs and/or expenses incurred in collecting the sums due and outstanding under the Contract, whether or not proceedings are commenced against the Buyer. If the Seller commences legal proceedings against the Buyer, the Buyer shall indemnify the Seller for all losses, costs and expenses arising out of and in connection with the proceedings.

14. CLAIMS

- 14.1 Any claim (whether in contract, tort, negligence, breach of statutory duty or otherwise) or defense in respect of the quality of the Products must be notified to the Seller in writing within fourteen (14) days from (and including) the date of Completion, failing which such claim or defense shall be waived and absolutely barred. Such claims must include an analysis of a sample of the Products carried out in accordance with the relevant test method in ISO 8217 by a qualified independent laboratory. If the sample analysis results are within the recipient confidence limit in ISO 4259:2006, the Products shall be considered to be on-specification. The Buyer shall provide a separate analysis of a Vessel BDN Sample (from a laboratory to be mutually agreed) if requested by the Seller. The results of the testing of such a sample will be considered for reference only.

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- 14.2 The test results of the sample tested in accordance with Clause 10.5 shall be conclusive as to the quality of the Products and final and binding on the Buyer and the Seller. The results shall be considered as a recipient single result when interpreted in accordance with ISO 4259:2006.
- 14.3 Any claim (whether in contract, tort, negligence, breach of statutory duty or otherwise) by the Buyer as to shortage in quantity of Products supplied (other than as per Clause 9.1 above) shall be waived and absolutely barred unless: (i) the Buyer, the Vessel or their representatives have witnessed the taking of such Measurements and issued a letter of protest on the date of Completion detailing the claim; and (ii) the Buyer subsequently presents such claim to the Seller in writing (together with full supporting documentation evidencing that the Measurements are incorrect) within fourteen (14) days from (and including) the date of Completion.
- 14.4 The Code (save for the Singapore Bunker Claims Procedure) shall apply to the extent that it is not inconsistent with these Terms and Conditions herein.
- 14.5 In the event any claim is presented in accordance with Clause 14, the Buyer shall:
- (a) Present the Seller or its representatives with an investigation report in respect of its claim, including but not limited to information and documents from the Buyer or its representatives for the Seller or its representatives to investigate such claim, including but not limited to the boarding and inspection of the Vessel, interviewing of crew and/or the review and copying of the Vessel's records, log books, engine logs, etc.;
 - (b) Take all reasonable steps and actions to mitigate any damages, losses, costs and/or expenses related to any claim of alleged off-specification or defective Products. If the Products deviate from specifications, the Buyer shall use all reasonable endeavours to mitigate the consequences thereof including the employment of purification tools and/or other similar measures; and
 - (c) Take all reasonable steps to preserve the Seller's recourse against the Supplying Company of the Products or any culpable third party.
- 14.6 Without derogation from the provisions in Clause 14, any claims against the Seller in respect of the Contract shall be brought before the relevant court or arbitral tribunal within six (6) months of the date of delivery of the Products, failing which any such claim shall be deemed to be waived and absolutely time-barred.
- 14.7 The Buyer's submission of any claim does not relieve it of the responsibility to make full payments as required under Clause 13 and the Buyer shall not be entitled to set off any amounts owing from the Buyer to the Seller under the Contract.

15. DEFAULT

15.1 Each of the following events, regardless of whether the occurrence of which is within the control of the Buyer, shall be an Event of Default:

- (a) **Non-Payment:** if the Buyer fails to pay to the Seller any amount whatsoever due arising out of or in connection with the Contract or any other contract between the parties on its due date;
- (b) **Failure to Accept Delivery:** if the Buyer, for whatever reason, fails to accept the Products in part or in full at the place and time designated for delivery.
- (c) **Breach of Obligations:** if the Buyer commits or threatens to commit a breach of or does not perform or comply with any of the terms and conditions contained in this Contract or any other contract between the Buyer and Seller;
- (d) **Inability to Perform:** if, before the date of delivery, the Seller is of the opinion that the Buyer is at risk of or may be unable to perform its obligations under the Contract, due to its financial position or for any other reason;
- (e) **Insolvency:**
 - i. If the Buyer is or becomes insolvent or is unable to pay its debts as they fall due;
 - ii. If 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, otherwise than for the purposes of amalgamation or reconstruction;
 - iii. If a receiver, liquidator, trustee, administrator, judicial manager or similar functionary of the Buyer is appointed over all or a substantial part of the Buyer's assets, other than for the purpose of a merger or an amalgamation);
 - iv. Liquidation, bankruptcy or any other change in the financial or legal position of the parent company, sister companies or affiliated companies of the Buyer, which in the sole discretion of the Seller is deemed to adversely affect the financial position of the Buyer;
- (f) **Enforcement Proceedings:** if an encumbrancer takes possession of any property or assets of the Buyer;
- (g) **Cessation of Business:** if the Buyer ceases, or threatens to cease, to carry on business;

- (h) **Others:** if the Seller is reasonably of the opinion that any of the events mentioned above is about to occur, or if any act is done or event occurs which, under the applicable law thereof, has a substantially similar effect to any of the said acts or events described above.
- 15.2 Upon the occurrence of an Event of Default, whether or not the Event of Default is continuing, the Seller may at its sole discretion, by notice in writing to the Buyer, declare that all further deliveries under the Contract are suspended or cancelled, whereupon any other contracts between the Buyer and the Seller shall automatically be cancelled and forthwith cease, and the Seller shall be entitled to demand immediate payment and discharge of all of the sums payable under the Contract or any other contracts between the Buyer and the Seller (which shall become so due and payable immediately).

16. CANCELLATION

In addition to and without prejudice to the Seller's rights and remedies under Clause 15 above:

- 16.1 No order for the Products shall be cancelled by the Buyer except with the express agreement in writing of the Seller. In the event of any cancellation, the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the costs of all services rendered and labour and materials used) damages, charges and expenses incurred by the Seller as a result of cancellation.
- 16.2 Where the Products are to be delivered by a Supply Vessel and/or Supply Truck, the Seller shall be entitled at its option, without any formal proof of loss, to be paid damages for barging/Trucking costs at the rate of minimum USD Ten Dollars (USD 10) per metric tonne of the Products which would have delivered but for such cancellation.
- 16.3 The Seller reserves the right to cancel the Contract at any time if the Vessel fails to present itself for supply or the Vessel is not ready to accept delivery of the Products for more than 24 hours after the expected time of arrival, or the Vessel is unable to or refuses to accept the quantity of Products ordered pursuant to the Contract, and which cancellation shall not prejudice the Seller's rights under Clauses 16.1 and 16.2 above.

17. FORCE MAJEURE

- 17.1 The Seller shall not be liable for any claim, loss and/or damage of whatsoever nature and howsoever arising in the event that the performance under the Contract is prevented, delayed, or made substantially more expensive as a result of any one or more of the following contingencies, whether or not such contingency may have been foreseen or foreseeable at the time of contracting and regardless of whether such contingency is direct or indirect ("**Force Majeure Event**"):

- (a) Compliance with the relevant laws and/or regulations of any jurisdiction which

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the Seller and/or the Supply Vessel and/or her operator may be subjected to, or a change, request or order of any governmental authority or agent;

- (b) Shortage in raw material, transportation, manufacturing howsoever arising;
 - (c) Any other cause beyond the reasonable control of the Seller, whether or not foreseeable, including but not limited to labour disputes, lock outs, strikes, industrial actions, governmental intervention, the Seller'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, breakdown of or damage to machinery, fire, flood, accident, storm or any act of God, legislation, 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; or
 - (d) Any determination, at the Seller's sole discretion, that proceeding with a delivery would be a violation of relevant laws and/or regulations of any jurisdiction to which Seller may be subjected to.
- 17.2 In addition to Clause 17.1, the Seller shall not be in breach of the Contract or be liable to the Buyer for the unavailability of supplies of Products from any of the Seller's sources of supply (including but not limited to the Physical Supplier) insofar as such unavailability is related to a circumstance which is outside the reasonable control of the Seller.
- 17.3 If an event described in Clause 17.2 occurs, then the Seller shall be at liberty to withhold, reduce, suspend or cancel delivery of Products under the Contract to such extent as the Seller may in its absolute discretion determine and the Seller shall not be bound to acquire any additional or alternative Products.
- 17.4 The Seller and the Buyer shall continue to perform their respective obligations under the Contract to the extent that such obligations are not prevented by a Force Majeure Event.
- 17.5 Where the Force Majeure Event continues for a period of five (5) consecutive days following the written notice of the Force Majeure Event (the "Force Majeure Period") and remains ongoing, either party may then cancel any affected delivery by further written notice to the other. Such termination shall not give rise to any liability, compensation or indemnity of any kind, other than any liabilities arising prior to the Force Majeure Event.
- 17.6 If performance is made substantially more expensive by a Force Majeure Event or there is otherwise a material increase in price after the conclusion of the Contract (i.e. whether by reason of the Force Majeure Event or not), the Seller shall have the option either to reduce or stop deliveries or to continue deliveries and, increase the Invoice Price in a fair proportion to the increased cost.

18. INDEMNITY AND LIMITATION OF LIABILITY

Indemnities

18.1 The Buyer shall indemnify the Seller against and hold the Seller harmless from:-

- (a) all and any losses, liabilities, claims, penalties, damages, costs and expenses whatsoever and howsoever incurred whether directly or indirectly caused by or in connection with or arising out of the loading, receiving, using, storing, transporting of the Products delivered hereunder, any breach of the Contract by the Buyer;
- (b) any act or omission, negligence or misconduct or default of the Buyer, its agents, employees, contractors or persons acting under its authority and/or the officers and crew of the Vessel; or
- (c) any failure of the Buyer or the Vessel's local agent to provide the Seller with prior sufficient notice or of any changes in the information or any cancellation and/or variations to the nominations referred to Clause 6 and/or the failure of the Vessel to present itself for delivery.

18.2 Without derogation from Clause 7, the Seller shall not be liable for any claim where there is or has been co-mingling of the Products supplied by the Seller with fuel or petroleum products on board the Vessel. Any loss of or damage to the Products, or to any property of Seller and/or the Supplying Company or to any other person, during or after loading caused by the Buyer and/or its agents, employees, contractors, persons acting under its authority and/or the Vessel and/or her officers or crew shall be fully borne by the Buyer and the Buyer shall to such extent indemnify or reimburse the Seller for the same.

18.3 The Seller is not responsible for any damage caused by or to the Supply Vessel arising from any contact and/or collision and/or swell and/or other weather or sea related condition or incident. If, however, any of the involved parties (including but not limited to the Vessel and/or Supply Vessel interests) pursue the Seller by way of legal proceedings or otherwise, the Buyer shall, on demand, fully indemnify and hold the Seller harmless in respect of any liability, loss, damage or expense of whatsoever nature in this connection.

Exclusion and limitation of liabilities

18.4 The Buyer agrees that the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any direct, indirect, special or consequential loss or damage including but not limited to damage to the Vessel and/or her equipment, machinery and/or appliances, loss of profits or business, loss in goodwill, costs, expenses, fines, liabilities or other claims for compensation and/or indemnity whatsoever

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(whether caused by the negligence or wilful neglect of the Seller or the Supplying Company, their employees or agents or otherwise) which arise out of or is in connection with the supply of the Products or their use, including any disputes as to quantity or quality of the Products, late or non-delivery of the Products, regardless of whether this was due to unavailability, congestion at loading terminal or anchorage or prior commitment of the Seller or the Supplying Company, the Seller's or the Supplying Company's performance or failure to perform this Contract for any reason whatsoever.

18.5 If Clause 18.4 is held to be invalid or unenforceable by any law or regulation of any government or by any court or arbitral tribunal and the Seller is liable to the Buyer under the Contract, the liability of the Seller, whether caused by negligence or not and whether based in tort or contract or any other cause of action whatsoever, shall not exceed 5% of the Price of the Products (in accordance with Clause 4) supplied pursuant to the Contract.

18.6 For the avoidance of doubt, nothing herein shall derogate from Clauses 13 and 14.

19. ENVIRONMENTAL PROTECTION

19.1 It shall be the sole responsibility of the Buyer to ensure that the Vessel, its crew and those responsible for its operation and management observe and comply with all health, safety and environment laws and regulations with regard to the receipt, handling and use of the Products. The Buyer warrants that the Vessel is in compliance with all national and international trading and pollution regulations.

19.2 The Buyer warrants that:

- (a) The Vessel will be properly manned, equipped, maintained and operated so as to avoid leakage, spillage, overflow, water or land pollution.
- (b) The Buyer and the Vessel's personnel shall exercise due diligence to prevent oil pollution.
- (c) The Vessel shall at all material times be fully insured with a reputable Protection and Indemnity Club.
- (d) The Buyer is familiar with the health effects related to Products supplied hereunder and with relevant protective safety and health procedures for the handling and use of such Products. The Buyer shall adhere to such safety and health procedures while using or handling Products. The Buyer shall also facilitate the dissemination of health and safety information to all employees, users, and others potentially exposed to Products sold hereunder. The Buyer shall be responsible for compliance by its employees, agents or contractors, and other users with all health and safety requirements or recommendations related to Products supplied hereunder and shall exert its best efforts to assure that any of its employees or agents, users, and others avoid frequent or prolonged contact with or exposure to Products both during and

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subsequent to delivery. The Seller or Supplying Company accepts no responsibility for any consequence arising from failure by the Buyer, its employees, agents, contractors, any users, or any other party to comply with relevant health and safety requirements or recommendations relating to such contact or exposure.

- 19.3 The Seller or the Supplying Company has the right to refuse to deliver the Products to the Vessel if, in its sole discretion, it decides that such delivery will result in adverse consequences of any kind whatsoever to the environment.
- 19.4 If in the course of any delivery under a Contract there is any escape, spillage, or discharge of the Products, the Buyer shall promptly take and shall assist and co-operate with Seller and the Supplying Company in taking any necessary action to remedy or mitigate the consequence thereof, which shall always be conducted in accordance with such local laws and regulations which may compulsorily apply. Notwithstanding the cause of such escape, spillage or discharge, the Seller or Supplying Company may at its option, upon notice to the Buyer or their local agents, take such measures, either in co-operation with the Buyer or by itself, and incur such expenses (whether by employing its own resources or by contracting with others) as are reasonably necessary in the judgment of the Seller or the Supplying Company to remove the oil and mitigate the effects of such escape, spillage or discharge. If the Seller or Supplying Company exercises such option, the Buyer shall co-operate and render such assistance as may be required by the Seller or Supplying Company (as the case may be).
- 19.5 Any expense, damage, cost, fine or penalty arising from any escape, spillage, discharge or pollution of oil shall be paid by the party (either the Seller, Supplying Company or the Buyer) causing the same by a negligent act or omission. If both parties are at fault (by way of negligence or otherwise), any expenses shall be divided between the parties in accordance with the respective degrees of fault.
- 19.6 The Buyer shall give or cause to be given to the Seller and Supplying Company all such documents and other information concerning any escape, spillage or discharge or any program for the prevention thereof, which are requested by the Seller or Supplying Company or as required by law or regulation applicable at the time and place where the Seller delivers the Products to the Buyer.

20. AGENTS

- 20.1 The person and/or company placing an order with the Seller for the Products, expressly warrants that he/it has the full authority of the Owner to act on its behalf in entering into this Contract and has the authority of the Owner to contract on the Owner's personal credit and on the credit of the Vessel.
- 20.2 The Buyer further warrants that it is authorised to order the Products for and on behalf of the Owner and the Vessel, and also warrants that the Seller has a lien on the Vessel for any supplies made under the Contract. If the party ordering the Products is not the Owner,

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the Buyer shall be solely and fully responsible for communicating the terms and conditions of the Contract to the Owner and shall obtain the Owners' agreement of the same and the Buyer shall do so before the time of delivery of the Products

21. ASSIGNMENT

- 21.1 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 any of its rights or obligations under the Contract, in whole or in part, to any party.
- 21.2 In the event that payment of the Invoice Price is not received in full by the Seller in accordance with Clause 13, the Buyer agrees to assign and does hereby assign all rights and remedies 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 re-sells or otherwise delivers or supplies the Products sold by the Seller (or any part thereof), whether commingled with fuel sold or supplied by other parties or otherwise ("**Assigned Interests**").
- 21.3 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 action 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.
- 21.4 Any claim brought against a third party under Clause 21 shall be in addition to and entirely without prejudice to any rights, claims or remedies the Seller may have against the Buyer, the Vessel and/or any other parties.

22. NOTICES

- 22.1 Notices hereunder shall be sent by letter, email or facsimile to the Seller at:

Sing Fuels Pte Ltd

Email : finance@singfuels.com

or such subsequent address, email or facsimile as may be notified by the Seller to the Buyer, from time to time.

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- 22.2 Notices to the Buyer may be made by the Seller, or by any person or firm for the time being acts as solicitor for the Seller, by letter, email, facsimile transmission to the Buyer's last business address, email or facsimile number known to the Seller, and every demand or notice so made or given shall be deemed to have been made or served:
- (a) Where the demand or notice was sent by email or facsimile transmission, on the day such demand or notice was sent.
 - (b) Where the demand or notice was sent by post, two (2) days after being posted notwithstanding the fact the letter may be returned to through the post office undelivered.
- 22.3 Any written notice sent at any time outside the normal working hours of the Seller shall be deemed to be received on the working day following the day the written notice was sent.

23. GOVERNING LAW AND JURISDICTION

- 23.1 Without derogation from Clause 23, the Contract shall be governed by and construed in accordance with the laws of Singapore. The issue of the existence of a maritime lien as a result of a sale and delivery of Products shall, however, be governed by the general maritime law of the United States of America.
- 23.2 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 (the “**SCMA Rules**”). The Seller may however, at its sole option, commence proceedings against the Buyer in any other jurisdiction. Any submission to the Singapore jurisdiction or arbitration shall not prejudice or restrict the Seller’s rights to commence proceedings in any jurisdiction, in particular, in the jurisdiction where the Vessel is located at any point in time for the purposes of obtaining security.
- 23.3 A party wishing to refer a dispute to arbitration shall serve on the other party a written Notice of Arbitration in accordance with the SCMA Rules. The reference shall be to a sole arbitrator, who shall be appointed by the Chairman of SCMA.
- 23.4 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.
- 23.5 The Buyer and Seller hereby irrevocably waives actual personal service of process in connection with any action initiated in any court or tribunal to whose jurisdiction the Parties have submitted, and agrees to accept, in lieu of personal service, written notice of such action, given by hand or by certified or registered pre-paid mail or by electronic communication (such as electronic mail), to its address as set out in these Terms and

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Conditions or otherwise notified pursuant to the Contract, or to its principal place of business, and addressed to the party in question, provided that either party may cause service of process to be effected in any other lawful manner rather than by use of the aforesaid procedure.

- 23.6 The United Nations Convention on Contracts for the International Sale of Goods 1980 shall not apply to this Contract.
- 23.7 Notwithstanding the Clauses above, the Seller is free to bring a suit in any jurisdiction and shall be entitled to avail itself of all remedies under maritime or other law to obtain jurisdiction and/or security for its claims against Buyer, its agents or affiliates, the Vessel, the Owners and charterers and any of their respective agents, servants or assigns, including but not limited to vessel arrest and attachment procedures, similar laws, rules or statutes in any jurisdiction. Further, the Seller may apply and benefit from any law in any jurisdiction which grants the Seller a maritime lien and/or right to arrest the Vessel and the parties' rights and remedies under the Contract shall at the Seller's election be resolved by that law to the exclusion of Singapore law.

24. GENERAL

- 24.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act and any subsequent amendment thereto to enforce any term of the Contract.
- 24.2 Nothing stated herein or under a Sales Order Confirmation is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.
- 24.3 If any provision hereof is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions.
- 24.4 Rights and obligations under each Contract which by their nature should survive will remain in effect after termination or expiration of the relevant Contract.
- 24.5 Subject to the Terms and Conditions, no failure or delay by the Seller in exercising any right or remedy provided under the Contract against the Buyer shall constitute a waiver of such right or remedy, nor shall it preclude or restrict the further exercise of such or any other right or remedy. No single or partial exercise of such right or remedy by the Seller or the Supplying Company shall preclude or restrict the further exercise of such or any other right or remedy by the Seller or the Supplying Company as the case may be.
- 24.6 No modification to the terms of a Contract will be binding, unless in writing and signed by an authorized representative of each party.
- 24.7 A party receiving confidential information (the "**Recipient**") must keep it confidential

using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care, and may use it only for the purposes for which it was provided under the Contract. Such confidential information may be disclosed only to employees, contractors and third party providers performing services in furtherance of this Contract and/or each party's internal activities, that are obligated to the Recipient under similar confidentiality restrictions and only for the purposes for which it was provided under the Contract. These obligations do not apply to information which:

- (a) is rightfully obtained by the Recipient without breach of any obligation to maintain its confidentiality;
- (b) is or becomes known to the public through no act or omission of the Recipient;
- (c) the Recipient develops independently without using any confidential information of the other party; or
- (d) is disclosed in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object.

25 Tax

- a) All amounts are exclusive of any applicable VAT and/or Other Indirect Taxes which will be payable by the Buyer in addition to the price of the Products (as stated in the Sales Order Confirmation in accordance with clause 4) upon the provision of an appropriate tax invoice issued by the Seller.
- b) To the extent that a claim is made by any governmental authority against the Supplying Company, the Seller or any affiliate of the Seller on the basis that the sale was subject to any VAT and/or Other Indirect Taxes and such claim arose partly or wholly due to the action, omission or fault of the Buyer or by any third party on behalf of the Buyer, then the Buyer shall indemnify and hold the Seller harmless from any claims, losses, damages, liabilities and expenses, including penalties and (legal) expenses, attributable to such action, omission or fault of the Buyer or by any third party on behalf of the Buyer.
- c) In order for the Seller to invoice correctly the Buyer for VAT and/or Other Indirect Taxes, the Buyer shall, by no later than two (2) Business Days prior to each delivery, confirm which Buyer's VAT registration number shall apply for the Products to be delivered.
- d) The Buyer shall pay, and shall indemnify and hold the Seller harmless from, all Taxes levied and imposed by any governmental authority of the country in which the delivery port is situated in respect of the purchase, import, inspection, storage or use of the Products under a Contract or in respect of the Vessel. If any such governmental authority obliges the Supplying Company and/or the Seller and/or any affiliate of the Seller to pay any such Taxes, the Buyer shall reimburse the Seller for such payment, including those Taxes imposed on the Supplying Company, the Seller or any affiliate of the Seller as a result of

- obtaining such reimbursement.
- e) All payments to be made under the Contract shall be made without any deduction or withholdings for any Taxes. If the Buyer is required by any governmental authority to withhold Tax in any jurisdiction in respect of any payment made under the Contract, then the Buyer shall pay such Taxes to the relevant governmental authority and shall pay the additional amount necessary to the Seller to ensure receipt by the Seller of the full amount due without such deduction or withholding.
 - f) Where any payment has been made under this clause 25 and the Seller receives or is entitled to a refund in respect of the Taxes which gave rise to the right to that payment (whether by way of actual receipt, credit, set-off or otherwise), the Seller shall repay, or cause to be repaid, to the Buyer a part of that payment equal to the amount of the refund effectively received or enjoyed, less any reasonable costs incurred in obtaining the refund, and less any Taxes levied or leviable in respect of that refund.
 - g) If the Buyer is seeking to purchase any Products free of Taxes, the Buyer shall provide the Seller with all valid documentation required by any governmental authority in conjunction with any applicable tax exemption (including but not limited to an exemption certificate or a re-sale certificate for such purchase) as soon as they are available or immediately after the date of Completion and in any case, no later than by the Seller's invoicing time (unless otherwise agreed by the Seller in writing). If the Buyer: (i) fails to comply with its obligations under this Clause 25 g); and/or (ii) consumes any of the Products in territorial waters, it shall indemnify and hold the Seller harmless from all amounts (including any Taxes) incurred by the Seller or any affiliate of the Seller to any governmental authority as a result of such actions.

26 Sanctions Compliance

(a) The Buyer undertakes, warrants and represents that

- A. the Buyer and any of its assignees, agents, principals of agents, shareholders, subsidiaries, sister companies, associated companies and/or parent companies (including their successors);
- B. any person or entity (i) which the Buyer enters into transactions with, (ii) which beneficially owns or controls the Buyer, or (iii) which is controlled by the same interest(s) that own and/or exercise control over the Buyer;
- C. the Buyer's contractual counterparty(ies) for the Products and/or any other person or entity further downstream, including the End User;
- D. the Owner of the Vessel and/or her charterer, operator, manager, agent or Disponent Owner;

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E. the Vessel or other vessels that take delivery of the Products and/or which are within the beneficial ownership or control, management or charter of the Buyer; and

F. the cargo onboard the Vessel and the owner of the cargo;

is/are not covered by, subject to or the target of any Sanctions Regulations and that the Products, the cargo carried on board the Vessel or the Vessel itself has not and will not be used directly or indirectly for any purpose contrary thereto, including any acts of circumventing Sanctions Regulations.

(b) The Buyer will repeat all warranties herein every day from the date of entry into the Contract until thirty (30) days after Completion.

(c) The Seller shall not be required to carry out any act or omission which constitutes, or may constitute, in the Seller's sole discretion, acting reasonably, a violation of Sanctions Regulations and/or any other laws and regulations in force where the Seller carries out business. This applies equally to any law to which the Seller is made subject pursuant to any contract.

(d) If the Buyer and/or the Seller at any point becomes aware of a breach, or a potential breach, of this clause 26, the Buyer shall immediately inform the Seller in writing and the Seller shall be entitled to cancel the Contract and/or exercise other remedies for breach, to notify the relevant authorities in any relevant jurisdiction and/or say or do any act to comply with the laws and regulations of any such jurisdiction and to comply with the Sanctions Regulation, and the Buyer shall indemnify and hold the Seller harmless against any claims, damages, costs, losses, liabilities, and expenses, including but not limited to payment of fines and attorneys' fees, arising as a consequence of any such breach, or potential breach.

(e) Upon demand and without delay, the Buyer is obligated to provide any and all information and documentation to the Seller, as required in the Seller's sole discretion, acting reasonably, for the Seller to perform reasonable compliance screenings or other due diligence to avoid breaching any Sanctions Regulation. The Seller may require auditing of the Buyer as part of the Seller's due diligence to mitigate against and avoid breaching any Sanctions Regulations.

(f) The Seller is committed to complying with all laws and regulations and is not obliged to accept any suspicious payments. The Buyer is not allowed to route payment to the Seller via non-contractual entities, unless the Seller consents, upon having conducted reasonable due diligence applying a risk-based approach. Unless such consent is provided, the Buyer accepts that the entity stated in the Seller's invoice shall always remit payment.

27 Anti-Bribery and Anti-Corruption

The Buyer represents, warrants and undertakes to comply with all applicable anti-corruption, anti-bribery, anti-money laundering and anti-terrorist financing laws, rules and regulations by the United Kingdom, the United States of America, the European Union, Singapore or any other jurisdiction where the Products are supplied or where the Seller carries out business. This includes, but is not limited to, the UK Bribery Act 2010, UK anti-money laundering and anti-

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terrorism laws and regulations and the US Foreign Corrupt Practices Act, including both the effective versions and any successor versions thereof. The parties represent, warrant and undertake never to take action that would subject the other to any fines or penalties under such laws, regulations, rules or requirements. Clause 26 (a) – (f) will apply mutatis mutandis to this clause 27.