



General Terms and Conditions

1. GENERAL INTRODUCTION

1.1 This is a statement of the General Terms and Conditions according to which Bunkeroil S.r.l. (hereinafter called "Bunkeroil") will sell marine bunkers.

1.2 These conditions apply to all offers, quotations, orders, agreements, services and all subsequent contracts of whatever nature, except where otherwise is expressly agreed in writing by Bunkeroil.

1.3 General terms and trading conditions of another party will not apply, unless expressly incorporated by reference to or accepted in writing by Bunkeroil.

1.4 In case that, for whatever reason, one or more of the (sub)clauses of these general terms and conditions are invalid, the other (sub)clauses hereof shall remain valid and be binding upon the parties.

2. DEFINITIONS

2.1 Throughout this document the following definitions shall apply:

a. "Agreement" means the concluded terms for the sale/purchase of the Bunkers;

b. "BDR" means the Bunker Delivery Receipt, being the document(s) which is/are signed by the Buyer's representative(s) at the place of the supply of the Bunkers to the Vessel, evidencing the quality and the quantity of the Bunkers supplied to and received by the Vessel;

c. "Bunkers" means the commercial grades of bunker oils as generally offered to the Seller's customers for similar use at the time and place of delivery and/or services connected thereto;

d. "Buyer" means the Vessel supplied and jointly and severally her Master, Owners, Managers/Operators, Disponent Owners, Time Charterers, Bareboat Charterers and Charterers or any party requesting offers or quotations for or ordering Bunkers and/or Services and any party on whose behalf the said offers, quotations, orders and subsequent agreements or contracts have been made;

e. "GTC" means these General Terms and Conditions which shall govern the contractual regulation between the Seller and the Buyer;

f. "Nomination" means the request/requirement in writing by the Buyer to the Seller for the supply of the Bunkers;

g. "Order Confirmation" means the written confirmation as issued by the Seller and forwarded to the Buyer to conclude the agreed sale/purchase of the Bunkers. In case of conflict between the Nomination and the Order Confirmation, unless the Seller otherwise agrees in writing, the wording and the contents of the Order Confirmation are deemed to incorporate the prevailing terms of the Agreement;

h. "Owner" means the registered Owner or Bareboat Charterer of the Vessel;

i. "Seller" means Bunkeroil;

j. "Supplier" means any party instructed by or on behalf of the Seller to supply or deliver the Bunkers;

k. "Vessel" means the Vessel, Ship, Barge or Off-Shore Unit nominated by the Buyer that receives the supply/bunkers either as end-user or as transfer unit to a third party.

3. OFFERS, QUOTATIONS AND PRICES

3.1 An Agreement shall only be binding on the Seller upon Order Confirmation from the Seller thereof.

3.2 Agreements entered into by brokers or any other representative on behalf of the Seller shall only bind the Seller upon written confirmation from the Seller.



3.3 Any offer or quotation for Bunkers made by the Seller to the Buyer shall only be binding for the Seller if accepted by the Buyer within 18.00 hours of even date. Should acceptance of the offer or quotation be confirmed by the Buyer after 18.00 hours of the date of the offer or quotation, the Seller reserves its right to either confirm such offer/quotation or make a fresh offer/quotation.

3.4 Should the Vessel for which supply of Bunkers was agreed between the Seller and the Buyer arrive at the agreed place of delivery of Bunkers with a delay of more than twenty-four (24) hours from the given scheduled arrival date, the Seller shall have the right to review price offered/quoted and agreed in accordance with any market fluctuation which in the meantime may occur/have occurred between the scheduled date of supply and the next date of arrival of the Vessel for taking Bunkers supply.

3.5 In any case the Seller reserves the right, upon notification to the Buyer, to adjust the price after the Order Confirmation in order to reflect any unanticipated substantial increase in costs to the Seller incurred after issuance of the Bunkers Confirmation. If the Buyer does not accept such adjustment the delivery shall be cancelled without liability to either party.

3.6. When delivery of Bunkers is to be made by barge, the Buyer shall pay the applicable barging charges plus transportation taxes, if any, and shall provide steam or pay for tug pumping charges if required to effect delivery.

3.7 All prices and/or tariffs are exclusive VAT, unless specifically stated otherwise.

3.8 The Seller's offer is based on the applicable taxes, duties, costs, charges and price level of components for Bunkers existing at the time of the conclusion of the Agreement (the time of the Order Confirmation). Any later or additional tax, assessment, duty or other charge of whatever nature and howsoever named, , coming into existence after the Agreement has been concluded, shall be added to the agreed purchase price, provided that the Seller shall give the Buyer prior notice of this effect within a reasonable time after the Seller becoming aware of the relevant circumstances.

3.9 If the party requesting Bunkers is not the Owner of the Vessel, the Seller shall have the right to insist as a precondition of sale that a payment guarantee is provided by the Owner (as specified under Clause 2.1). The Seller shall have the right to cancel any Agreement with the Buyer at any time if such payment guarantee is not received upon request thereof from the Seller to the Owner.

4. SPECIFICATIONS (QUALITY – QUANTITY)

4.1 The Buyer shall have the sole responsibility for the Nomination of the quality and the quantity of the Bunkers, which shall correspond to the written confirmation from the Seller. Any implied conditions and warranties, including the warranties of merchantability and fitness for any particular purpose or otherwise are expressly excluded and disclaimed.

4.2 The quality and quantity shall be as agreed between the Seller and the Buyer and correspond to the Seller's Order Confirmation.

4.3 Standard specifications of products are in accordance with ISO 8217 – latest edition at the date of delivery. Tolerances in accordance with ISO 4259, Sections Nos. 9 and 10 – latest edition at the date of delivery – in respect of repeatability and reproducibility in quality are to be accepted without compensation or other consequences whatsoever. Any conclusion resulting from analysis of representative sample shall be considered meeting the guaranteed specification when they are within allowances for generally recognized industry standards of repeatability and reproducibility. All grades of product may contain petroleum industry allowed bio-derived components. Where specifications



designate a maximum value, no minimum value is guaranteed unless expressly stated in the Order Confirmation. Conversely, where minimum values are provided in a specification, no maximum values are guaranteed unless expressly stated in the Order Confirmation.

4.4 In respect of the quantity agreed upon the Seller shall be at liberty to provide, and the Buyer shall accept a variation of 5% from the agreed quantity, with no other consequence than a similar variation to the corresponding overall price and invoice from the Seller. Notwithstanding acceptance of the Buyer's order, the Seller's obligation to supply such quantities shall be subject to availability of Products from the Seller's source of supply at the time and place delivery is requested.

5. MEASUREMENTS

5.1 The quantities of bunkers shall be determined from the official gauge or meter of the bunkering barge or tank delivery or of the shore tank in case of delivery ex wharf.

5.2 Quantities calculated from the receiving Vessel's soundings shall not be considered.

5.3 The Chief Engineer or his representative shall together with the Seller's representative measure and verify the quantities of Bunkers delivered from the tank(s) from which the delivery is made.

5.4 Should the Chief Engineer or his representative fail or decline to verify the quantities, the measurements of quantities made by the Seller shall be final, conclusive and binding and the Buyer shall be deemed to have waived any and all claims in regard to any variance.

5.5 Quantity claims are waived by the Buyer unless expressly noted in writing on the BDR at the time of delivery or, in ports where such notation on the BDR is not permitted, must be presented at the time of delivery to the Supplier's personnel in a separate Letter of Protest.

6. SAMPLING

6.1 The Seller shall arrange for four (4) identical representative samples of each grade of Bunkers to be drawn throughout the entire bunkering operation. If practically possible such samples shall be drawn in the presence of both the Sellers and the Buyers or their respective representatives.

6.2 The samples representing deliveries will be taken from the barge's manifold during bunker supply. All samples will be taken with dripping (continuous) method during the delivery and are identified in the BDR.

6.3 In case that drip sampling is not available on board barge the samples shall be taken as a composite of each tank divided with 1/3 from each the top/mid/bottom of the tanks.

6.4 Should delivery to the Vessel be made through tank truck the samples shall be taken from outlet valve of the tank truck.

6.5 The samples shall be securely sealed and provided with labels showing the Vessel's name, identity of delivery facility, product name, delivery date and place and seal number, authenticated with the Vessel's stamp and signed by the Seller's representative and the Master of the Vessel or his representative. The seal numbers shall be inserted into the BDR, and by signing the BDR both parties agree to the fact that the samples referred to therein are deemed valid and taken in accordance with the requirements as specified in this clause.

6.6 Two (2) samples shall be retained by the Seller for ninety (90) days after delivery of the Bunkers or if requested by the Buyer in writing, for as long as the Buyer reasonably required. The other two (2) samples shall be retained by the receiving Vessel.



7. DELIVERY

7.1 The time of delivery, as given by the Seller, has been given as an approximate time, unless it has been otherwise specifically agreed in writing between the parties.

7.2 The time of delivery will only be binding upon the Seller when all information necessary for the Seller to comply with its obligations hereunder, have been properly delivered to the Seller in reasonable time before the delivery.

7.3 In any case, unless otherwise agreed in writing and unless the Order Confirmation is given at a later time, the Buyer must give not less than 72 (seventy-two) hours approximate notice of delivery, which is to be followed by 24 (twenty-four) hours notice, where the last notice must specify the exact place of delivery. The notices of delivery must be given to the Seller and/or the Seller's representatives/agents.

7.4 The Seller shall be at liberty to make arrangements with other companies (the above mentioned "Supplier/s") to supply the whole or any part of the Products sold in each Agreement.

7.5 The Seller shall not be required to deliver any Bunkers for export, if any government permit required has not been obtained in due time before the delivery.

7.6 If the Seller at any time for any reason believes that there may be a shortage of supply at any place and that it as a result thereof may be unable to meet the demands of all its customers, the Seller may allocate its available and anticipated supply among its customers in such a manner as it may determine most reasonable in its sole discretion.

7.7 The Vessel in question shall be bunkered as promptly as the circumstances permit. The Seller shall not be liable for any demurrage paid or incurred by the Buyer or for any loss, damage or delay of the Vessel of any nature whatsoever due to congestion at the loading terminal, prior commitments of available barges or tank-trucks or any other reason.

7.8 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 by the Seller or the Seller's representative is rendered in connection with the delivery.

7.9 The receiving Vessel shall moor, unmoor, hoist bunkering hose(s) from the barge(s) respectively lower hose(s) whenever required by the Seller or the Seller's representative, free of expenses, and in any way requested to assist barge equipment to a smooth supply. The Buyer shall make and be responsible for all connections and disconnections between the delivery hose(s) and the Vessel's bunker intake manifold/pipe and ensure that the hose(s) is(are) properly secured to the Vessel's manifold prior to commencement of delivery. During bunkering the Vessel's scrubbers must be safely blocked, which blocking must be made by the Vessel's own crew. Furthermore the Vessel must ensure that all pipes and manifolds and receiving tanks are completely checked and being ready to receive the bunkers, including but not limited to ensuring proper opening/closing of relevant valves, without any risk for spillages, etc., during the bunkering.

Local further special requirements for receiving bunkers must be followed strictly by the receiving Vessel, whether advised or not by the Seller or the Seller's representative, as it is always the Vessel and the Buyer who remains solely responsible for the awareness of such eventual additional requirements for safety reasons.

7.10 In the case that the Buyer's Vessel is not able to receive the delivery promptly, the Buyer shall pay reasonable demurrage claim to the barging/supplying facilities.



7.11 Delivery shall be deemed completed and all risk, including loss, damage, deterioration, depreciation, evaporation, or shrinkage as to the Bunkers delivered shall pass to the Buyer from the time the Bunkers reaches the flange connecting pipe lines/delivery hoses provided by the Seller.

7.12 If the Buyer for whatever reason is unable to receive the full quantity ordered and rendered, the Seller shall have the right to invoice the Buyer for the loss incurred by having to transport the Bunkers back to the storage or by having to sell the Bunkers in a degraded form at a lower price than that applicable to the grade originally nominated by the Buyer. The Seller may use this right without prejudice to the Seller's other rights for damages or otherwise pursuant to these terms.

7.13 If possible, the Vessel shall provide segregated tanks to receive the contracted quantity of Bunkers; and the Vessel shall always be able to perform own blending on board.

7.14 If delivery is required outside normal business hours or on local weekends, Saturday, Sunday or national holidays and is permitted by Port regulations the extra expenses incidental to such delivery shall be reimbursed by the Buyer as additional costs.

7.15. If an Authorities' permit is required for deliveries, no deliveries shall be made until the permit has been issued to the Buyer or to the Seller, as the case may be.

8. TITLE

8.1 Delivery shall be deemed completed and title and risk of loss shall pass to the Buyer when the Bunkers reach the Supplier's end of the delivery hose or pipeline connecting Supplier's delivery facilities to the Receiving Vessel's receiving facilities, or in the event that Buyer has arranged its own transportation, the receiving facilities of the barge or coastal tanker nominated by Buyer. The Buyer shall be responsible for connection to the permanent intake of the Receiving Vessel, or the barge or coastal tanker nominated, and pumping shall be performed under the direction and responsibility of the Buyer.

9. PAYMENT

9.1 Payment shall be made by the Buyer as directed by the Seller within the time agreed in writing.

9.2 Payment shall be made in full, without set-off, counterclaim, deduction and/or discount free of bank charges to the bank account indicated by the Seller on the respective invoice(s).

9.3 Notwithstanding any agreement to the contrary, payment will be due immediately in case of: (i) any invoice of Seller to Buyer is seven (7) days overdue; (ii) any vessel or any other asset owned or operated by the Buyer is arrested or attached by any third party for unpaid debts; (iii) bankruptcy, liquidation or suspension of payment or comparable situation of the Buyer, or arrest of assets and/or claims against the Buyer, or in case of any other situation which is deemed to adversely affect the financial position of the Buyer; or (iv) there is a change in the financial circumstances or structural organization of Buyer sufficient to cause the Seller to reasonably believe that its likelihood of receiving payment from the Buyer is jeopardized or that its security interest in any of Buyer's owned or operated vessels is jeopardized.

9.4 Payment shall be deemed to have been made on the date on which the Seller has received the full payment and such is available to the Seller. If payment falls due on a non-business day, the payment shall be made on or before the business day nearest to the due date. If the preceding and the succeeding business days are equally near to the due date, then payment shall be made on or before the preceding business day.



9.5 Any delay in payment shall entitle the Seller to interest at, presently, the rate of 5 (five) per cent per annum or any part thereof or at the rate provided under Italian Legislative Decree 9th October 2002 No 231, as modified by Italian Legislative Decree No. 192/2012 (following the Directive 2000/35/CE) and any later amendments thereto whichever of the two rates is the higher, without prejudice to any rights or remedies available to the Seller.

9.6 Any waiver by the Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by the Seller of its right to impose such charges on subsequent deliveries.

9.7 Payments made by the Buyer shall at all times be credited in the following order: (1) costs, (2) interest and (3) invoices in their order of age, even if not yet due.

9.8 All costs borne by the Seller in connection with the collection of overdue payments, whether made in or out of court and in general all costs in connection with breach of the Agreement by the Buyer, included internal and external attorney's fees on a full indemnity basis for the Seller's collection of any non-payment or underpayment as well as any other charges incurred by the Seller in such collection including, but not limited to, the cost of bonds, fees, internal and external attorney's fees associated with enforcing a maritime lien, attachment or other available right, whether in law, equity or otherwise, shall be for the sole account of the Buyer.

9.9 The Seller shall at all times be entitled to require the Buyer to grant the Seller what the Seller deems to be proper security for the performance of all its obligations under the agreement. Failing to provide such security immediately upon request, the Seller shall be entitled to stop any further execution of any agreement(s) between the parties until such time as the Buyer has provided the required security.

10. CLAIMS

10.1 Any claim in regard to the quantity delivered must be notified by the Buyer or the Master of the Vessel to the Seller or its representative immediately after completion of delivery in the form of a statement of a letter of protest or of a remark on the BDR. If the Buyer fails to present such immediate notice of protest to the Seller such claim shall be deemed to have been waived and shall be barred for any later time.

10.2 Claims concerning the quality of the Bunkers delivered shall have to be received by the Seller in writing within 08 (eight) days after delivery by certified electronic mail addressed to bunker@bunkeroil.it or by registered mail at the following address: Bunkeroil Srl. via Pietro Paleocapa 11, 57123 Livorno attention Bunker_Dept.).

Failing the above any rights to complain or claim compensation of whatever nature shall be deemed to have been waived and barred.

10.3 In the event of a dispute in regard to the quality of the Bunkers delivered, the sample jointly taken between the Seller and the Buyer, and as identified in the BDR and drawn pursuant to Clause 6.5 above shall be deemed to be conclusive and final evidence for the quality of the product delivered. In case of dispute one of the samples retained by the Seller shall be forwarded to a by both Seller's and Buyer's agreed independent laboratory for final and binding analyses and the laboratory's fees shall be advanced by the Buyer. In the event that the Seller proposes an independent inspector and the Buyer takes no action to either accept this proposal or to suggest an alternative inspector, then Seller's choice of inspector shall be binding and any tests performed by such inspector's laboratory shall be similarly binding, regardless of whether or not the Buyer chooses to send a representative to such testing.



The seal must be breached only in presence of both parties unless one/both in writing have declared that they will not be present or failed to be present; and both parties shall have the right to appoint independent person(s) or institute(s) to witness seal breaking. In case of one of the parties not attending the samples will be photographed before and after the seal breach. No samples subsequently taken shall be allowed as (additional) evidence. If any of the seals have been removed or tampered with by an unauthorized person, such sample(s) shall be deemed to have no value as evidence.

10.4 If the Buyer submits a claim against the Seller with respect to quantity or quality of the Bunkers supplied, the Seller shall be entitled and the Buyer shall allow, or where the Buyer has chartered the Vessel, shall obtain authorization from the Owner, in accordance with the permits and safety instructions of the Vessel, to allow the Seller to board the Vessel and investigate the Vessel's records and to make copies of documents which the Seller may consider necessary for its investigations. Failure to allow boarding and/or to produce copies of documents shall constitute a waiver of the Buyer's claim.

10.5 The Buyer shall be obliged to make payment in full and fulfil all other obligations in accordance with the terms hereof, whether or not they have any claims or complaints.

10.6 In any case claims of the Buyer shall be time barred unless legal proceedings have been initiated before the competent court as set forth in Clause 16 hereof within 12 (twelve) months after the date of delivery or the date that delivery should have commenced pursuant to the written confirmation from the Seller.

11. LIABILITY

11.1 The Seller is not liable for supplying defective or improper Bunkers other than as ordered by the Buyer, unless the same is directly and solely caused by the negligence of Seller's own employees, which negligence must be affirmatively proved. In such event, Seller's liability, if any, is strictly limited to the cost of replacement of the defective or improper or wrong kind of Bunkers at the date and port furnished. The Buyer acknowledges and warrants that it is Buyer's responsibility to test the fuel provided and to insure that it is proper in all respects prior to the use of such Bunkers on Buyer's Vessel. Accordingly, the Seller shall not be responsible for any damage to Buyer's Vessel, including, without limitation thereto, its machinery or tanks or their contents, caused by use of defective, improper or the wrong kind of Bunkers. Under no circumstances will the Seller be liable for any consequential damages whatsoever including, without limitation, delay, detention, demurrage, charter hire, crew wages, towage, pilotage, port or wharf charges, lost profits, barge delivery charges and increased costs or expenses for obtaining replacement bunkers.

11.2 The Seller is not liable for damage to Buyer's Vessel or other property, caused by acts other than the supplying of defective or improper Bunkers, or for any other loss sustained by the Vessel, and/or the Owner and/or their subrogated underwriters, or other parties in interest, in contract, tort or otherwise, unless the same is directly and solely caused by the negligence of Seller's own employees, which negligence must be affirmatively proved. In such event, Seller's liability, if any, is strictly limited to repair of such damage as was directly caused by the sole negligence of Seller's employees and the Seller shall not be liable for any consequential damage whatsoever including, without limitation, delay, detention, demurrage, charter hire, crew wages, towage pilotage, port of wharf charges, lost profits, barge delivery charges and increased costs or expenses for obtaining replacing bunkers.



11.3 In any event and notwithstanding anything to the contrary herein, liability of the Seller for any claims of any nature whatsoever including but not limited to quality, quantity, accident, delay, spill or other cause, shall under no circumstances exceed the invoice value of that portion of the Bunkers supplied under the Agreement to the Vessel on which liability is asserted.

11.4 Every exemption, limitation, condition and liberty herein contained, and every right, exemption from liability, defense or immunity of whatever nature applicable to the Seller or to which it is entitled hereunder shall also be available and shall extend to protect every servant, representative or agent of the Seller acting in the course of or in connection with its employment and/or agency for the Seller.

11.5 It is the duty of the Buyer to take all reasonable actions to avoid or mitigate any damages or costs associated with any off-specification or suspected off-specification of the Bunkers. To this end the Buyer shall cooperate with the Seller in achieving the most cost effective solution including the consumption of the Bunkers after treatment and/or special handling. In the event that the Bunkers are off-specification and cannot be consumed by the receiving Vessel, Buyer's remedies shall be limited exclusively and solely to replacement of the non-conforming Bunkers. If Buyer removes Bunkers without the express written consent of Seller, then all such removal and related costs shall be solely for Buyer's account.

11.6 The Buyer shall be liable towards the Seller and herewith undertakes to indemnify the Seller for any and all damages and/or costs suffered or otherwise incurred on the Seller due to a breach of contract and/or fault or neglect of the Buyers, its agents, Servants, (sub) contractors, representatives, employees and the officers, crews and/or other people whether or not onboard of the respective vessel(s). The Buyer furthermore undertakes to hold the Seller harmless in case of any third party institutes a claim of whatever kind against the Seller with direct or indirect relation to any agreement regulated by these GTC. Third party shall mean any other (physical or legal) person/company than the Buyer.

12. FORCE MAJEURE

12.1 The Seller or the Seller's supplier shall not be liable for any loss/damage whether direct or indirect or demurrage due to any delay or failure in performance (a) because of compliance with any order or request of any government authority, or person purporting to act therefore, or (b) when supply of the Bunkers or any facility of production, manufacture, storage, transportation, distribution or delivery contemplated by the Seller's supplier is interrupted, unavailable or inadequate for any cause whatsoever is not within the immediate control of the Seller or the Seller's supplier, including (without limitation) if such is caused by labor disputes, strikes, governmental intervention, wars, civil commotion, fire flood, earthquake, accident, storm, swell, ice, adverse weather or any act of God, or (c) any cause beyond the reasonable control of the Seller, whether or not foreseeable. The Seller or the Seller's supplier shall not be required to remove any such cause or replace any effected source or supply or facility if doing so shall involve additional expense or a deviation from the Seller's or the Seller supplier's normal practices. The Seller, or the Seller's supplier shall not be required to make at any later time any deliveries failed in accordance with this clause.

12.2 If the Buyer exercises reasonable diligence the Buyer shall not be liable for failure to receive any particular delivery if prevented therefrom by force majeure.



12.3 In the event that the Seller, as a result of force majeure, can only deliver a superior grade of bunkers, the Seller is entitled to offer the said grade and the Buyer can accept delivery thereof and pay the applicable price.

13. BREACH/CANCELLATION

13.1 The Seller shall have the option to immediately cancel the Agreement in full or in part, or to store or produce the storage of the Bunkers in whole or in part for the account and risk of the Buyer and to charge the Buyer the expenses thereby incurred, or to hold the Buyer fully to the Agreement, or take any other measures which the Seller deems appropriate, without prejudice to its rights of compensation, without any liability on the side of the Seller, in any (but not limited to) one of the following cases:

- a) when the Buyer, for whatever reason, fails to accept the Bunkers in part or in full at the place and time designated for delivery;
- b) when the Buyer fails in part or in full to comply with its obligations to pay any amount due to the Seller and/or provide security as set out herein and/or is in breach of any provision hereof;
- c) any vessel owned or operated by the Buyer is arrested or attached by any party for unpaid debts;
- d) when, before the date of delivery, it is apparent that the financial position of the Buyer entails a risk for the Seller;
- e) when, in case of force majeure, it is apparent that the execution of the Agreement shall be cancelled.

13.2 If subsequent to the Order Confirmation, the Buyer cancels the order, even in part, for any reason whatsoever, including circumstances entirely outside of Buyer's control, then the Seller without prejudice to any other rights it may have, shall be entitled to recover: a) any cancellation fees imposed by the Supplier; b) a fee of USD 5,00 per metric ton of Bunkers to which cancellation refers or any difference between the contract price of the undelivered Bunkers and the amount received by the Seller upon resale to another party (or, if another buyer cannot be found, any market diminution in the value of the Bunkers as reasonably determined from available market indexes) whichever is greater; and c) all costs and damages arising from any underlying contracts which the Seller has entered into in order to effect supply.

14. SPILLAGE, ENVIRONMENTAL PROTECTION

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



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

14.2 The Buyer warrants that the receiving Vessel is in compliance with all governmental trading and pollution regulations. The receiving Vessel will not be moored at a wharf or alongside other marine loading facilities of the Seller or Supplier unless free of all conditions, deficiencies or defects which might impose hazards in connection with the mooring, unmooring or bunkering of the receiving Vessel.

15. LIEN AND SECURITY

15.1 Bunkers supplied in each Agreement are sold and effected on the credit of the receiving Vessel, as well as on the promise of the Buyer to pay, and it is agreed and the Buyer warrants that the Seller will have and may assert a maritime lien against the receiving Vessel for the amount due for the Bunkers delivered. This maritime lien shall extend to the receiving Vessel's freight payments for that particular voyage during which the Bunkers were supplied and to freights on all subsequent voyages. Disclaimer of lien stamps placed on a BDR shall have no effect towards the waiver of such lien.

15.2 Any notice by the Buyer that a maritime lien on the receiving Vessel may not be created because of the existence in Buyer's charter-party of a "Prohibition of a Lien Clause", or for any other reason, must be given to Seller in the initial order in which case no credit can be granted to the Buyer and the Bunkers shall be paid for in cash or equivalent prior to delivery. Any notice of such restriction given by the Buyer, its agents, personnel of the receiving Vessel or other person later than in the initial order shall not effect a modification of the terms of sale except that any granting of credit by the Seller is rescinded on receipt of the notice, with full payment due forthwith.

15.3 Notwithstanding anything to the contrary herein and without prejudice to any rights or remedies otherwise available to the Seller, the Buyer, by its acceptance of these GTC, expressly authorizes the Seller to arrest the Vessel in question, or any other Vessel owned or operated by the Buyer, under any applicable jurisdiction as security for the obligations of the Buyer. Should the Buyer fail to make any payment to the Seller immediately when due the Seller may dispose of such arrested Vessel whether by sale or otherwise as applicable under the relevant jurisdiction. Any costs or expenses of whatever kind incurred by the Seller in respect of such arrest shall be for the sole account of the Buyer and shall be added to the claim for which arrest is made.

15.4 The Seller shall have the right to obtain a payment guarantee from the Owner as set forth in Clause 3.9. If such guarantee has been given by the Owner and the Owner has not paid the outstanding amount to the Seller within 5 (five) business days after proper written notice has been received, the Seller has the right to arrest the Vessel or any other Vessel owned or operated by the Owner. The Seller shall further have the right to dispose of such Vessel as set forth in Clause 15.3 above.

16. LAW AND JURISDICTION

16.1 These GTC shall be governed by and construed in accordance with the laws of Italy.

16.2 All disputes arising in connection with these GTC or any Agreement relating hereto, save where the Seller decides otherwise in its sole discretion, shall be finally referred to the Court of Livorno (Italy).



17. VALIDITY

17.1 These General Terms and Conditions shall be valid and binding for all offers, quotations, prices and deliveries made by Bunkeroil S.r.l. as of July 1st, 2015, or at any later date.

17.2 These General Terms and Conditions are available at the website <http://www.bunkeroil.it/> on which site as well the Sellers may notify amendments, alterations, changes or verifications to same. Such amendments, alterations, changes or verifications are deemed to be a part of the entire terms once same have been advised on the website.

Vers. 01/01/2015