

Merlin Petroleum Company, Inc.
General Terms and Conditions of Sale
Effective April 9, 2021

Effective April 9, 2021, the following Terms and Conditions shall constitute the General Terms and Conditions of Sale for Merlin Petroleum Company, Inc.

1. Definitions

- 1.1 “Seller” shall mean Merlin Petroleum Company Inc. and its respective subsidiaries and/or affiliates and/or branch offices, and their servants, agents, brokers, assigns, representatives, or affiliates wherever applicable.
- 1.2 “Buyer” shall mean the party and/or parties contracting to buy Products and/or Services as set out in the Confirmation of Contract, including its servants, agents, assigns, brokers, representatives, subsidiaries, or affiliates wherever applicable, and the subject Vessel, together with her Owners, Operators, Managers, Disponent Owners, and/or Charterers. If Buyer is referred to as an agent, as well as principal, then both shall be bound by and liable for all obligation as fully and as completely Principal, whether disclosed or undisclosed.
- 1.3 “Product” or “Products” shall mean the Bunkers, Fuels, Oils, Lubricants, goods, items, equipment, and/or materials of whatever type and description as specified in the Confirmation of Contract.
- 1.4 “Service” or “Services” shall mean agency services, transportation, and/or similar attendance to Buyer’s needs which Seller provides related to Products.
- 1.5 “Contract” shall mean the agreement between Seller and Buyer, which includes these Conditions and the Confirmation of Contract.
- 1.6 “Vessel” shall mean the vessel, ship, barge, or off-shore unit which receives the Products and/or Services, and/or to which Buyer provides Products and/or Services, directly, indirectly or through a Supplier, either as end-user or as transfer unit to a third party.
- 1.7 “Conditions” shall mean these (Seller’s) General Terms and Conditions of Sale.
- 1.8 “Supplier” shall mean any party physically supplying Products and/or Services to the Vessel, together with its servants, agents, successors, subcontractors and assigns.
- 1.9 “Delivery Date” shall mean the date on which Products and/or Services are to be delivered to Vessel by Seller.
- 1.10 “Supply Port” shall mean the port or location at which Products and/or Services purchased by Buyer are to be delivered Vessel or any other agreed facility or location by Seller.

- 1.11 “Bunkers” shall mean the commercial grades of bunker oils as offered to Seller’s customers for similar use at the time and place of delivery and/or services connected thereto.
- 1.12 “Confirmation” shall mean the written confirmation of Products and/or Services covered under the Contract. This written confirmation may include additional Special Terms provided by Seller, and such terms shall be part of the Contract.
- 1.13 “Special Terms” shall mean any form of writing provided by Seller including, without limitation, letter, fax, electronic mail, text message, which to any extent incorporates by reference or is subject to the Contract, including the Confirmation of Contract, nomination or bunker stem.

2. Transaction Validity and Scope of Terms

- 2.1 These Conditions relate to transactions that result in a contract for the sale of Products and/or Services by Seller to Buyer in U.S. Dollars or other currencies, for delivery at a location and time specified in the Confirmation of Contract and under payment terms specified in the Confirmation of Contract. Contracts generally refer to, but are not limited to, the sale of marine fuel products for use in the propulsion systems of commercial ocean-going vessels.
- 2.2 These Conditions constitute an integral part of any offer and/or Contract made for Products and/or Services provided by Seller to Buyer, and supersede and control over and above any terms and conditions incorporated or referred to by Buyer, whether in its order or elsewhere.
- 2.3 The supply by Seller of Products and/or Services and every quotation, pro-forma invoice, order confirmation, price list, or other similar document is made or issued solely subject to these Conditions and no representation or warranty, collateral or otherwise, shall bind Seller and no statement made by any representative by or on behalf of Seller shall vary these Conditions unless such representation, warranty, or statement shall be made in writing and signed by an Officer of Seller and shall be stated to be made specifically pursuant to this Clause 2.3.
- 2.4 Each sale of Products and/or Services shall be confirmed by a Confirmation of Contract. The Confirmation of Contract incorporates these Conditions and the Confirmation of Contract and Conditions together constitute the entire Contract. The Contract shall supersede and control over any conflicting terms which Buyer may seek to enforce against Seller. No term or condition other than one of the Contract may be enforced against Seller.
- 2.5 If a purchase of Products and/or Services is contracted for by a broker, an agent, or a manager for a principal, each such broker, agent, or manager shall be bound by, and be fully liable for, the obligations of Buyer. Furthermore, delivery shall always take place for the account of the registered owners, disponent owners and/or managers of the Vessel and for the account of the Vessel’s charterer(s), all of whom shall be jointly and severally liable for the payment of the Products and/or Services as Buyer. Buyer warrants that it is authorized as agent expressly authorized to order the Products and/or Services for delivery to the Vessel, and acknowledges that Seller has a maritime lien against the Vessel for the full amount of the Products and/or Services and all other charges of the Seller, including but not limited to costs of collection.

- 2.6 Any variance to these Conditions shall not prejudice or limit in any way the validity of the remaining Conditions of the Contract between Seller and Buyer. Failure by Seller at any time to enforce any of these Conditions shall not be considered as a waiver by Seller of such provisions or in any way effect the validity of these Conditions. If any provision of the Contract (including these Conditions or any clause herein) is determined to be invalid, voidable, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other provision of the Contract (including these Conditions or any clause herein).
- 2.7 Subject to the provisions of Clauses 2.3 and 2.9, these Conditions embody all the terms and conditions and supersede and cancel in all respects any previous Conditions, agreements, and/or undertakings, whether given in writing or orally.
- 2.8 No statements made outside the Contract, or in any brochures, catalogues, or sales literature, as well as in any correspondence or orally during negotiations, shall vary the Contract (including these Conditions).
- 2.9 Without prejudice to the provisions of Clause 2.3 herein, Seller reserves the right to amend these Conditions at any time, and at its sole discretion, adding or modifying any part of these Conditions.
- 2.10 **In consideration of Seller's extending credit for sale of Products and/or Services and providing Products and/or Services to the Vessel, it is agreed that Seller is relying on the credit of the Vessel as provided under the laws of the United States of America, including but not limited to the Commercial Instruments and Maritime Lien Act, 46 U.S.C. §§31101 et seq., which shall, unless these Conditions otherwise specify, control the Contract. Seller expressly retains its right of an *in rem* maritime lien against the Vessel to secure full payment for Products and/or Services provided to the Vessel. Seller provides Products and/or Services to the Vessel with the express agreement that the provision of an *in rem* maritime lien is authorized and ratified by Buyer, including the Owners, Operators, Managers, Agent, Disponent Owners, and/or Charterers, of the Vessel. Any attempt to avoid or impair Seller's *in rem* maritime lien against the Vessel shall be null, void, and of no effect. No disclaimer of lien or liability, whether by stamp or other form, shall operate to alter, change or waive Seller's *in rem* maritime lien against the Vessel or the Vessel's and Buyer's liability for the debt resulting from the delivery of Products and/or Services. Buyer further warrants that there is no provision contained in the Receiving Vessel's charterparty (or similar contractual arrangement) which purports to limit the Vessel, its Master, the charters and/or agents or representatives of the Vessel from incurring a maritime lien. Seller's *in rem* maritime lien shall extend to the Vessel's freight payments for that particular voyage during which the bunkers were supplied and to freights on subsequent voyages.**
- 2.11 Products and/or Services supplied to the Vessel are sold and delivered on the credit of the Vessel, as well as on the promise of Buyer to pay therefore, and Buyer agrees and warrants that Seller may assert its *in rem* maritime lien against the Vessel and may take such other action or procedure against the Vessel and any other vessel or asset beneficially owned or controlled by Buyer, for the amount due for the Products and/or Services and the delivery thereof. Seller also is entitled to rely on any provisions of law of the flag state of the Vessel and/or the place of delivery or where the Vessel is found, and shall, among other things, enjoy full benefit of local rules

granting Seller any maritime lien or claim against the Vessel or Buyer and/or providing for the right to arrest or attach the Vessel. Nothing in this Contract shall be construed to limit the rights or legal remedies that Seller may enjoy against the Vessel or Buyer in any jurisdiction.

- 2.12 In addition to Buyer warranties outlined in Section 2.11, Buyer warrants that (1) it is a legal and expressly authorized agent of the Vessel which with Seller's provision of Products and/or Services binds the Vessel with an *in rem* maritime lien and is assigning such lien that it may hold to Seller until the Products and/or Services are paid for by Buyer; or (2) it is buying the Products and/or Services on behalf of the legal and expressly authorized agent of the Vessel also with authority to bind the Vessel with an *in rem* maritime lien for the price of the Products and/or Services in favor of Seller. Buyer further warrants that it assigns any maritime lien it may hold against the Vessel to Seller as security until the Products and/or Services are paid for by Buyer. If payment is made by a third party other than Buyer, then Seller's maritime lien shall be considered assigned dollar-for-dollar to that third party to the extent of the payment.

3. Terms of Offers and Contracts

- 3.1 Seller's estimates of costs and/or prices are to be understood as being conditional and subject to availability and alteration and shall include only such Products and/or Services as are expressly specified.
- 3.2 The Contract shall be deemed to have commenced effective from the time that Seller provides to Buyer the Confirmation of Contract. Any subsequent amendments to the Contract are to take effect as though they had been made at the date Seller provided to Buyer the Confirmation of Contract.
- 3.3 Except where otherwise expressly provided for in the Contract specifications, all particulars notified to Buyer (e.g. analytical data), and all documents to which access has been given regarding the characteristics of the Products and/or Services at any delivery location, shall not be construed as part of the Contract, including as specifications of the Products and/or Services to be delivered hereunder, but only as indications of the characteristics of the Products and/or Services available at that location from time to time.
- 3.4 Referenced commercial terms shall be deemed to have the meaning contained in the most recent edition of Incoterms.
- 3.5 In the case of imported goods, the Contract shall be deemed to be concluded subject to the provision that Seller is granted any export or import licenses which may be necessary. Without prejudice to Clause 4.1, Buyer shall indemnify Seller for any expenses incurred in connection with the securing or delay in procuring of the aforementioned licenses.

4. Price

- 4.1 The price of all Products and/or Services will be that price as confirmed between Buyer and Seller for each transaction on Seller's confirmation form and will be in U.S. Dollars per unit of measure as identified in the Contract exclusive of any additional costs, fees, or expenses such as demurrage, detention charges, barging, overtime or any other charge or cost as may be incurred

at the time of delivery. Price validity will be per Supplier's terms and negotiated at time of commencement of Contract as set out in Clause 3.2. Buyer accepts that any additional charges that may arise from the sale of marine products including but not limited to those mentioned above, will be for Buyer's account.

- 4.2 The Confirmation of Contract may include the earliest estimated time of Vessel's arrival (ETA) as advised by Buyer to Seller at the time of nomination. Unless otherwise specified in the Contract, the Vessel shall begin to take delivery of the Products and/or Services on the Delivery Date. The Contract price shall be valid only for deliveries begun on the Delivery Date.
- 4.3 Buyer shall give Seller written notice at least forty-eight (48) hours prior to the Delivery Date of the estimated time(s) on such date the Vessel will be ready to receive the Products and/or Services. In such notice, Buyer shall, if necessary, advise Seller of any special condition, peculiarity, deficiency, or defect of, or with respect to, the Vessel, or its equipment, which might delay, hinder, or otherwise effect the mooring, unmooring, or bunkering of the Vessel. If Buyer fails to provide this notice and the Vessel for whatever reason is unable or refuses to accept the Products and/or Services on the Delivery Date, or if Buyer provides such notice but requests an extension to the Delivery Date of more than twenty-four (24) hours after twelve o'clock noon (12:00 p.m.) on such date, then Seller may, at its option, deliver the Products and/or Services to the Vessel at the requested new delivery time on a best efforts basis, suspend delivery subject to Seller's agreement to a new price for the Products and/or Services, or cancel the delivery altogether, with or without prejudice to Seller's rights under the Contract.
- 4.4 All mooring and unmooring charges and port dues shall be paid by Buyer.
- 4.5 If, after Seller's issuance of the Confirmation of the Contract, Buyer requests delivery to begin outside the time set forth in Clause 4.2, Seller shall be entitled to amend its quoted price under the Contract. This entitlement is without prejudice to any claim Seller may have against Buyer for failing to take delivery within the time referred to in Clause 4.2 above.
- 4.6 If price controls are imposed, Seller shall not be required to deliver if the maximum allowable price is below that set forth in the Confirmation of Contract.
- 4.7 Buyer shall be liable for all costs, expenses, and/or charges incurred by Seller on account of Buyer's failure, breach, and/or non-compliance with its obligations under the Contract, including but not limited to all attorneys and paralegals fees, related expenses, and court costs.
- 4.8 Notwithstanding anything else herein, should the Vessel not arrive at the Port specified in the Confirmation of Contract within the time range set forth in Clause 4.2, the Contract shall be null and void unless Seller elects in writing which Seller provides to Buyer to accept the new arrival date of the Vessel as the basis of a new contract for which a new price can be agreed upon with Buyer.
- 4.9 Notwithstanding any agreement to the contrary, payment will be due immediately regardless of previously stated terms for payment and Seller shall be entitled without notice to Buyer to cancel all outstanding stems and/or withhold future deliveries in case of (i) bankruptcy, liquidation, or suspension of payment or comparable situation of Buyer; (ii) arrest, seizure or attachment of the

Vessel or any assets of Buyer; (iii) Buyer's failure to pay any invoice to Seller at the time of maturity set forth in such invoice; (iv) Buyer's failure to comply with any other obligation pursuant to the Contract, including, but not limited to, Buyer's failure to take delivery of Products in full or in part; and/or (v) any other situation, which in the sole discretion of Seller, is deemed to adversely affect the financial position of Buyer. In any of the foregoing situations, Seller shall have the option to (a) cancel the Contract; (b) store the Products, in full or in part, for Buyer's account and risk; (c) demand that Buyer complies with its obligations pursuant to the Contract; and/or (d) make use of any other remedy available under the law.

- 4.10 Any duties, taxes, surcharges or charges levied by a Federal, State or local government entity, port authority or agency, and whether incurred as a result of compliance with regulations or order issued by such entities including but not limited to the U.S. Coast Guard, Environmental Protection Agency or similar state or local environmental agency, U.S. Department of Energy, U.S. Occupational Safety and Health Administration or local port authority or otherwise, shall be payable by Buyer in addition to any other charges agreed to herein.

5. Quality

- 5.1 **SELLER EXPRESSLY EXCLUDES FROM THE CONTRACT AND DISCLAIMS ANY IMPLIED OR EXPRESS CONDITIONS AND WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. SELLER EXPRESSLY AND FULLY EXCLUDES ALL WARRANTIES, IMPLIED OR EXPRESS.** Buyer, having greater knowledge than Seller of its own requirements, shall have the sole responsibility for the prior selection of the particular grade(s) and characteristics of Products and/or Services and acceptance thereof. Buyer has the sole responsibility of designating to Seller and/or Supplier, whether any Vessel receiving product has a functioning system which enables the Vessel to consume Products compliantly with MARPOL Annex VI or any other legal requirements. Buyer shall indemnify and hold Seller and Supplier harmless against any allegation of incorrect designation, whether that allegation resulted from or related to, or is claimed to have resulted from or relate to, Seller's or Supplier's own negligence.
- 5.2 Should the Confirmation refer to a particular specification, the analysis of any test results shall make allowances for generally recognized industry standards of repeatability and reproducibility. All grades of Products may contain bio-derived components generally acceptable in the industry. Where specifications designate a maximum value, no minimum value is guaranteed unless expressly stated in the Confirmation. Conversely, where minimum values are provided in a specification, no maximum values are guaranteed unless expressly stated in the Confirmation. The Products are, according to normal industry standards, the quality AT DELIVERY and prior to appropriate treatment by the Vessel for use. Any certificate of quality provided shall only be indicative of the typical quality of the Products and Seller does not represent that the Products match the specifications.
- 5.3 Buyer shall segregate the Products from fuels, oils, lubricants or similar product(s) already onboard the receiving Vessel. Any consequences arising from commingling the Products delivered to the Vessel with fuels, oils, lubricants, or similar products already onboard shall remain the joint and several responsibilities of the receiving Vessel and Buyer. Seller shall not be

- responsible for any onboard safety or storage failure that may affect the Products, and shall have the right to recover from Buyer any loss, damage or expenses incurred as a result of such failures.
- 5.4 Seller shall in no circumstance be held responsible for any consequences for the misuse, misapplication or co-mingling of the Products. Seller shall in no circumstance be held responsible for any change of condition of the Products after the Products are delivered to the Vessel. Buyer agrees to indemnify Seller and hold Seller harmless against any and all claims arising out of or related to Seller's provision or delivery of the Products.
- 5.5 In order to determine the quality of the Products delivered, Seller shall be entitled to draw, or cause to be drawn, samples of each delivery from Supplier's designated facilities, and to have them sealed. Seller, at the time of delivery, may take from the terminal shore tank, load pipeline, delivery barge, truck or Vessel as determined by Supplier at least three commercial samples of the Products. Buyer shall consider the samples chosen by Seller to be the exclusive and official commercial samples and the only representative samples of the Products. The samples shall be taken from a point and in a manner chosen by Seller. In the event of a quality complaint, Buyer authorizes Seller to hire an inspector to undertake an analysis of one of the retained samples. Seller may use Method ISO 4259, which covers the use of precision data in the interpretation of test results, in any cases of dispute. By request of Buyer, a fourth Marpol 73/78 Annex VI sample (the "Marpol sample") may be taken if Supplier is in agreement. The Marpol sample may only be used for purposes of confirming the sulphur content of the Products and such other matters as are specifically set forth in Marpol Annex VI, Regulation 18. In instances where MARPOL Annex VI applies to the supply affected, the sample accompanying the delivery note pursuant to Regulation 18(6) of MARPOL Annex VI should be drawn in accordance with Resolution MEPC.96 (47). The fact that any sample bears the signature of any person other than Seller shall have no legal significance. Seller shall have no liability for any claims arising in circumstances where Buyer has commingled the Products on board the vessel with other fuels or additives.
- 5.6 Seller does not warrant or guarantee that any Product is compliant with Marpol 73/78 Annex VI, Regulations 14 and 18, as they apply to marine fuel deliveries, nor will Seller be responsible for any costs, charges, or damages incurred by Buyer from lack or non-compliance of Marpol 73/78 Annex VI by either Supplier, Buyer, or the Vessel's personnel or agents. Should Supplier provide a certificate pursuant to Marpol Annex 73/78 Annex VI, such certificate does not constitute a general warranty of merchantability or fitness for a particular purpose of the Products.
- 5.7 Buyer shall cause all measurements to be made in accordance with the latest joint Petroleum Measurement Tables of the American Petroleum Institute ("API"), the American Society of Testing and Materials ("ASTM") and the Institute of Petroleum ("IP") designated API D-2540, ASTM D-1250, IP 200/52 and latest ISO Standards, respectively, whichever is in use at the Supply Port.
- 5.8 If, after Buyer registers a quality complaint to Seller, no agreement has been reached between the two parties, Seller reserves the right to have any of Seller's retained samples independently analyzed and for the results to be final and binding upon both parties. Buyer will pay the cost of any such analysis unless the analysis establishes that Buyer's complaint regarding the quality of the Products is correct.

- 5.9 Unless otherwise agreed to in writing by Seller, only samples provided by Seller to Buyer at the time of delivery shall be deemed representative of the Products delivered. Tests to determine quality shall be made only from Seller's samples, including any designated by Seller as its samples, and Seller may elect to test in accordance with standard test methods specified in the official publications of either the API, ASTM, IP, ISO or other specifications. If the Vessel presents a sample from on-board the Vessel, this sample may be received by Seller or Supplier, but this sample will not be recognized as an official retained sample of the delivery, and its tests results will not be recognized or accepted by Seller or Supplier as representative of the Products delivered.
- 5.10 In any event, Seller's obligation under the Contract to Buyer or any third party, under any circumstance, shall not exceed Seller's price excluding any other charges of that portion of the Product sold hereunder on which liability is asserted, and shall not include any consequential or indirect damages, including, without limitation, demurrage claims, loss of opportunity, loss of profit, or damage to the Vessel or for any other damage, including any claim of loss or for indemnity. Should Buyer remove from the Vessel the Products without the prior consent of Seller, all such costs incurred in doing and the price of the Products shall be for Buyer's account.
- 5.11 It shall be the sole responsibility of Buyer to comply, and advise its personnel, agents and/or customers to comply, both during and after delivery, with all health and safety requirements and all environmental regulations and legislation, both national and international, applicable to the Products and/or Services supplied. Seller accepts no responsibility for any consequences arising from Buyer's failure to comply with such health and safety requirements or environmental regulations and legislation. Buyer acknowledges familiarity with the hazards inherent in the nature of any Products, and shall protect, indemnify and hold Seller and Supplier harmless against any claims or liability incurred as a result of any allegation of a failure to comply with the relevant health and safety requirements or environmental regulations and legislation, regardless of whether that allegation resulted from or related to, or is claimed to have resulted from or relate to, Seller's or Supplier's own negligence.
- 5.12 Buyer shall be responsible for confirming, prior to the loading of the Product on the Vessel, that Product provided to the Vessel is of the quality and content suitable for the Vessel, including the engines of the Vessel and for use at any part of the route of the Vessel. Seller shall not be liable for any loss or damage (including for the cost of off-loading) from unsuitable fuels and/or from the supply of fresh fuels to the Vessel following supply of Product which is unsuitable for the Vessel and or the engines of the Vessel. Buyer shall indemnify, defend and hold harmless Seller in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from any claimed failure of Seller to provide Product suitable for the Vessel, including for any claimed or actual failure to comply with Regulations 14 and 18 of MARPOL Annex VI or any similar requirement, whether that allegation resulted from or related to, or is claimed to have resulted from or relate to, Seller's or Supplier's own negligence.

6. Quantity

- 6.1 All quantities referred to in the Confirmation of Contract are approximate with a margin of ten percent (10%) either more or less at Seller's option.

- 6.2 Except where government regulations or local authorities determine otherwise, the quantity of Products shall be determined from the official gauge/sounding of the delivering barge, road wagon, or rail tank car, delivery note for drum deliveries, or by gauging in Supplier's shore tank or by Supplier's flow meter, at Seller's election. Adjustment in volume owing to difference in temperature shall be made in accordance with API/ASTM-IP petroleum measurement standards for generalized Products (table 6B, 24B, or 54B depending on port location). In the measurement of marine fuel, Seller may make allowances for water and non-petroleum sediment in excess of one percent (1%), or any other percentage mutually agreed to in writing between Buyer and Seller. Buyer may be present or represented by a properly accredited agent when such measurements are taken, however, Seller's determination of quantities shall be deemed to be correct and conclusive.
- 6.3 It is expressly agreed that only sealed samples supplied by Supplier or Seller shall be deemed representative of the Products delivered and that no samples drawn by the Vessel's personnel will be acknowledged by Supplier or Seller as representative of the Products supplied. In the event of any quality dispute, only the signed sealed samples designated by Seller, as drawn by or on behalf of Seller including by Supplier and witnessed by the Vessel's engineer shall be binding on both parties. In the event that analysis of the retained samples has to be performed, Buyer and Seller agree to using an internationally recognized fuel testing facility such as offered by Caleb Brett or such other entity that is acceptable to Seller.

7. Nomination Procedure and Delivery

- 7.1 Nominations will be considered firm on Buyer's acceptance of Seller's offer. Acceptance by Buyer may be oral, by telephone, facsimile, telex or other writing or by computer exchange. Seller may send a written confirmation to Buyer but absence thereof will not void the Contract.
- 7.2 Buyer is responsible for providing Seller the correct name of the Vessel to be supplied, the Vessel's IMO Number, the delivery port and estimated time of arrival, an accurate determination of the quality and quantity of Bunkers to be supplied, and, if Seller requires, specifications of the Vessel including any Vessel systems providing for MARPOL Annex VI compliance and/or the name of Buyer's port agent.
- 7.3 Buyer warrants that the Vessel will accept the quantity of bunkers nominated within an allowable variance of 10 percent. Any variance in excess thereof will entitle Seller to renegotiate the price of Bunkers to be charged. If Buyer fails to take delivery, Buyer shall be responsible for any costs or losses resulting therefrom, as well as any costs or losses incurred in returning the Products to the loading terminal including but not limited to possible downgrading of the Products.
- 7.4 Buyer agrees to keep Seller duly informed of the arrival time of the Vessel and further warrants that any delays in delivery exceeding four (4) hours after the nominated date and time may be grounds for cancellation or renegotiation of the price, at Seller's option.
- 7.5 Any notice by Buyer that a maritime lien on the Vessel may not be created because of the existence in Buyer's charter party of a Prohibition of Lien Clause, or for any other reason, must be given to Seller including any alleged agent of Seller in writing at the time of placing the

nomination, and Seller in turn must, prior to the notice being effective, acknowledge such notice to Buyer in writing. Any advice regarding a prohibition of lien clause given or received after the placing of the nomination, including any placed on or in connection with a bunker delivery note, will be void and without effect to Seller and in addition will also be deemed grounds for cancellation on the part of Seller unless Buyer agrees to and does pay for the Products and/or Services, and all related charges, to Seller received in cash prior to delivery.

- 7.6 Where delivery is to be made outside of the usual business hours for the applicable port, all overtime and additional expenses shall be for Buyer's account.
- 7.7 Where barging is employed as the delivery method, all charges therefore shall be for Buyer's account. Barging will be charged at the per ton rate or barrel where applicable and in accordance with the rates and charges of the contractor. If two or more barges are employed then separate charges will be levied. All tugs, barges, crew members and other equipment and personnel involved in the delivery and transfer of the Bunkers to Buyer and the Vessel shall be deemed to be independent contractors or agents and servants of Buyer and not the agents or the servants of Seller.
- 7.8 Seller shall not be liable for any losses, demurrage or expense incurred by Buyer as a result of the delay or failure of the fuel barge contractor to effect the delivery. Similarly, Seller will not be responsible for any delays occasioned by delays in furnishing a berth or a bunker crew to supply the Vessel's Bunkers. In the event that Buyer proves after final court judgment that a delay was occasioned by the gross negligence on the part of Seller then damages recoverable from Seller will be limited to Buyer's demurrage or loss of hire, if any, for additional time in port and shall not include any other damages whatsoever, consequential or otherwise including but not limited to, crew wages, pilotage, lost profits, increased costs or expenses involved in obtaining replacement fuel.
- 7.9 In the event that the sale of Products and/or Services to Buyer is made on credit then the Products and/or Services delivered hereunder is made not only on the credit of Buyer but also on the credit of the Vessel receiving the marine fuel and it is agreed that Seller shall have and may assert an *in rem* maritime lien against the vessel for the amount of the purchase price of the Products and/or Services, together with all ancillary charges or expenses that arise from the delivery. Acceptance by Seller of a delivery receipt or other document with a restrictive endorsement by the Vessel's personnel or anyone else during or after delivery shall not constitute a waiver of Seller's maritime lien claim or any other rights of recovery of the Seller.
- 7.10 Seller may refuse to deliver bunkers to the Vessel if, in Seller's opinion, it would be hazardous or unsafe to do so or if Buyer does not present the Vessel at a clear and safe berth.
- 7.11 In the event that Buyer cancels the nomination, Seller may have the right to charge a cancellation fee equal to any such fee or costs that may be levied on Seller by Supplier or any other third parties. If Seller has already purchased and paid for such Bunkers, then Seller will have the right to claim from Buyer all bank charges incurred in refunding such prepayments to Seller's bank account.

- 7.12 Seller shall be at liberty to make arrangements with other companies (“Suppliers”) to supply the whole or any part of the Products and/or Services sold in each transaction. Delivery of Products and/or Services by Supplier on behalf of Seller in no way alters or invalidates these Conditions or in any way affects Seller’s rights to proceed against the Vessel and/or Buyer on Seller’s maritime lien or claim.
- 7.13 Buyer shall give Seller directly, or through Buyer's agent, at least seventy-two (72) hours written notice (Saturday, Sunday, and public holidays excluded) of Vessel's readiness to receive delivery of Products and/or Services and exact quantity required to enable Seller to make necessary arrangements for the delivery.
- 7.14 Buyer shall give Seller final notice in writing of requirement directly or through Buyer's agent at least forty-eight (48) hours (Saturday, Sunday, and public holidays excluded) before loading Products into a barge or other means of transportation.

8. Claims

- 8.1 Any claims by Buyer that the quantity delivered is not in accordance with the quantity reflected on the delivery receipt must be made in writing to Seller at the time and place of delivery and prior to disconnection of Supplier’s delivery equipment. Seller has the option to leave delivery equipment connected to the Vessel at Buyer's expense until a quantity dispute has been resolved to Seller's satisfaction.
- 8.2 Any claims based upon measurements taken of the Vessel’s tanks by the receiving Vessel will not be accepted.
- 8.3 It shall be Buyer’s responsibility to conduct any testing of the Products prior to completion of loading of Product aboard the Vessel. Any claims regarding quality including incorrect grade of Products must be made in writing to Seller immediately when the claim is or should have been detected and in any event no later than seven (7) calendar days from provision of the Products and/or Services to the Vessel. Buyer agrees that any claims presented thereafter are time-barred. Seller has the option to leave delivery equipment connected to the Vessel at Buyer's expense until a quality dispute has been resolved to Seller's satisfaction. It is agreed that the sample designated by Supplier for testing shall be the only sample considered to determine any claim concerning the quality of the Products and that the results of the testing thereof shall be final and binding on Buyer. In the event that the Products are analyzed and found either to conform with the specifications as ordered by Buyer, or, to be capable of use by the Vessel with the addition of additives, modifications to machinery, or other means, then all costs of such analysis shall be for Buyer’s account and Buyer shall make full payment for the Products.
- 8.4 If Buyer submits a claim against Seller with respect to the quantity or quality of the Products supplied, Seller shall be entitled and Buyer shall allow, or where Buyer has chartered the Receiving Vessel Buyer shall obtain authorization from the owner of such vessel to allow, Seller or Seller’s designates promptly to board the Receiving Vessel, interview the Receiving Vessel’s officers and crew, examine the Receiving Vessel’s equipment and records and to record the same, and make copies of documents which Seller may consider necessary for its investigations. Failure to allow boarding, these investigative activities and/or to produce copies

of documents, or generally to cooperate and promptly respond to Seller's investigation of claims, shall constitute a waiver of Buyer's claims.

- 8.5 Buyer must take actions to eliminate or minimize any damages or costs associated with any off-specification or suspected off-specification Products, including but not limited to consumption of the Product after treatment, blending and/or special handling. IN ANY EVENT, SELLER'S LIABILITY FOR ANY CLAIMS, WHETHER ARISING FROM QUALITY, QUANTITY, ACCIDENT, DELAY, SPILL OR ANY OTHER CAUSE EITHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE PRICE OF THAT PORTION OF THE PRODUCTS SOLD ON WHICH LIABILITY IS ASSERTED. FURTHERMORE, NEITHER THE SELLER NOR SUPPLIER SHALL HAVE ANY LIABILITY TO THE BUYER UNDER OR IN CONNECTION WITH ANY TRANSACTION FOR (1) ANY DEMURRAGE, OFFHIRE OR OTHER VESSEL DELAY OR (2) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (3) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (4) LOSS OF GOODWILL OR REPUTATION OR (5) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORSEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF PRODUCTS.
- 8.6 The existence of any claim does not relieve Buyer of the responsibility of making full and timely payment for all amounts billed by Seller in respect of the disputed or any other delivery and Buyer may make no offset any kind is allowed in the event of any claim.
- 8.7 Buyer further agrees that if any claim against Seller is unresolved, Buyer must within 180 days of the time that the claim arose, whether or not it has been notified to Seller, bring suit against Seller on that claim, such suit brought against Seller only in the United States District Court, District of Connecticut as these Conditions provide. Unless Seller in writing waives this 180 day limitation of time to bring suit, any suit brought thereafter shall be time barred, regardless of whether Seller and Buyer or their representatives, were at the time in communication relating to the claim.
- 8.8 If any time limits or time bars stated in these Conditions are unenforceable, then the minimum time limit or time bar permitted under the applicable law shall apply. Uniform Commercial Code Section 2-725 shall not apply to the Contract including these Conditions.

9. Payment

- 9.1 Irrevocable payment shall be made by Buyer in full, as directed by Seller, within the time specified in the Contract. Timely payment is of the essence. Seller shall be absolutely entitled to the payment in full without discount, reductions, counterclaim, or set off (whether legal or equitable) and free of bank charges, which shall be made to Seller's bank account. Should the due date for payment fall on a Saturday, Sunday, or Public Holiday, Buyer will make payment to Seller so that Seller receives payment by the last working day before the date that payment is due.
- 9.2 Buyer shall not be entitled, without Seller's consent in writing, to offset any amounts for claims against Seller, whether or not these claims are connected, and whether or not they arise out of the

Contract. No payment shall be complete until Seller confirms irrevocable receipt of that payment into Seller's designated account.

- 9.3 Unless otherwise agreed, payment shall be on a cash in advance or irrevocable letter of credit basis. All letters of credit or other forms of guarantee procured by Buyer in favor of Seller shall be in a form and substance acceptable to Seller and issued only by a bank or other third party acceptable to Seller. Seller has the right to withdraw any credit terms offered, verbally or in writing, without prejudice and without notice, at any time before or after delivery, and demand immediate settlement of any and all invoices outstanding. Buyer also grants Seller a security interest against and for all receivables or payables of Buyer, in order to secure payment to Seller. Buyer grants Seller a limited power of attorney sufficient for Seller to execute on behalf of Buyer and file any "UCC-1" or similar statements to perfect such security interest. Such security interest shall be in addition to and not in lieu of any other security in Seller's favor, to secure each payment to Seller due under the Contract.
- 9.4 Unless otherwise agreed, payment shall be made in U.S. dollars by means of telegraphic transfer for deposit to Seller's account as specified in the Confirmation of Contract or Special Terms. The telegraphic transfer shall quote Seller's invoice or order number, Buyer's name, the Vessel supplied, and Seller's account number to which the funds shall be deposited. In the event that payment is subject to restraint for any reason, Buyer immediately shall inform Seller of that restraint, and Buyer shall continue to remain liable for payment to Seller made by means which are not restrained. Any restraint on receipt or transmission of payment shall be ground for Seller's immediate termination of the Contract. Buyer shall be solely responsible for confirming Seller's account details orally with Seller, prior to each payment transmission, regardless of whether Buyer has received, or apparently has received, prior information about Seller's account details. Any failure to so confirm Seller's account details, or other failure of any Buyer payment to irrevocably be received into Seller's account, shall be to the sole risk of the Buyer.
- 9.5 Payment shall not be conditional upon Buyer's receipt of delivery documents.
- 9.6 Overdue payments shall be subject to an interest charge of 1.0% per month (12% annually), or the maximum rate allowed by law, running from the due date of payment.
- 9.7 Seller may apply all payments which Seller received by or on behalf of Buyer, including, retroactively even though prior application has been made, in whatever way that Seller solely determines and without effect to any designation of Buyer, including, but not limited to first, (a) interest and other amounts due under the Contract; (b) finance charges incurred as a result of Buyer's late payment (if any); and/or (c) the principal sum in respect of Products/Services. Buyer's designation of payments to satisfy any particular charge or invoice shall be void and of no effect.
- 9.8 Should Products and/or Services be ordered by a broker or agent, then such broker or agent as well as Buyer shall be bound and be liable for all obligations as fully and completely as if it were itself a Buyer, whether such principal be disclosed or undisclosed and whether or not such broker or agent purports to contract as brokers or agents only, but in all such cases the said broker or agent shall not have any rights against Seller.

- 9.9 If Buyer is in default of any part of any payment, or of its financial conditions or that of a subsidiary, parent, associate or affiliate, in Seller's sole opinion becomes impaired, or if proceedings in bankruptcy or insolvency are instituted by and/or against Buyer, its subsidiary, parent, associate, related or affiliate company of Buyer, or in the case of liquidation or dissolution of Buyer, or of a subsidiary, parent, associate, related or affiliate company of Buyer, or any other reason at Seller's sole discretion, any and all postponed or deferred payments including interest thereon, shall become immediately due and payable and Seller reserves the right to offset the same against any debts due to Buyer or its parent or its subsidiary companies, affiliates, associated or related companies. When these or other reasonable grounds for insecurity arise with respect to the performance of Buyer, as solely determined by Seller, Seller also may in writing demand that Buyer provide Seller with adequate assurance of due performance and until Seller receives such assurance may suspend any performance for which Seller has not already received the agreed return. Buyer agrees that Seller's demand in such circumstances is commercially reasonable. Exercise of any such rights shall be without prejudice to Seller's right to recover damages or losses sustained and resulting from any default by Buyer, and Seller shall have the right to suspend/and to cancel deliveries hereunder.
- 9.10 Buyer within one business day of Seller's request shall provide Buyer with information that Seller requests concerning the situation of Buyer's operations and finances, including but not limited to the location of Buyer's vessels, including the Vessel. This obligation shall extend until Buyer fully pays Seller as the Contract provides.
- 9.11 Buyer will pay Seller the amount of all excise, gross receipts, import, motor fuel, superfund, and spill taxes, and any and all other federal, state, and local taxes (collectively, "Taxes and Assessments") or the foreign equivalent as determined by the sole, absolute, and unfettered discretion of Seller of such Taxes and Assessments, however designated, other than taxes on income, paid or incurred by Seller directly or indirectly with respect to the Products and/or Services on the value thereof, insofar as the same are not expressly included in the price quoted. Any additional Taxes and Assessments incurred by Seller arising from the sale of Products and/or Services to Buyer and imposed by any governmental and/or regulatory authority as a result of an audit, whether domestic and/or international, shall be borne solely by Buyer.
- 9.12 Buyer will present Seller with any required documentation, including but not limited to registrations, exemptions, certifications, claims, refunds, declarations, or otherwise, in an acceptable form and format, and on or before whatever due date Seller shall require, to satisfy Seller's concerns in connection with any of the above taxes or assessments. Further, Buyer shall indemnify and hold Seller harmless for any damages, claims, liability or expense Seller might incur due to Buyer's failure to comply with this requirement, regardless of whether that is alleged to arise from Seller's own negligence.
- 9.13 All payments for Products and/or Services sent from Buyer to Seller constitute a simultaneous exchange of value transaction. Upon receipt of full payment from Buyer, Seller is simultaneously exchanging its *in rem* maritime lien against the Vessel for the payment. Any claims of clawback or preference under any provision of law do not apply and shall be void and of no effect.
- 9.14 Any and all information provided by Buyer in any form, including, but not limited to, verbal information, emails, text messages, instant messages, faxes, phone calls, or any other means, shall

be considered as supplemental information to the Contract. Any action by Buyer to use such information to lie to, defraud, deceive, or mislead Seller or Seller's agents, suppliers, or employees shall be considered an act of fraud and Seller reserves the right to prosecute Buyer under any jurisdiction for damages caused by this fraudulent behavior.

10. Sanctions Compliance

- 10.1 Buyer warrants that the nominated Vessel and/ or its Owners, Managers, Disponent Owners, or agents, including if the Vessel is a bunker barge or lighter, the Vessel(s) which will ultimately carry or consume the Products delivered under the Contract, is / are not: (i) subject to any sanctions imposed by any government or entity; and/or (ii) owned or controlled by any person or entity registered in or operating from any sanctioned government, government instrumentality, or entity (collectively, "Sanctioned Entity"). Buyer agrees to indemnify and hold Seller harmless for any sanctions and/or financial penalties assessed against Seller resulting from a violation of this Clause 10.1.
- 10.2 Buyer further warrants that the Vessel is not destined for or its cargo or any payment related to the Vessel destined for or to be received by any geographic location, government, person or entity subject to any sanctions imposed by any government or entity. Buyer agrees to indemnify and hold Seller harmless for any sanctions and/or financial penalties assessed against Seller resulting from a violation of this Clause 10.2.
- 10.3 Buyer further warrants that the nominated Vessel and/ or its Owners, Managers, Disponent Owners, or agents, is not presently engaged, and will not engage in the future, in any sanctionable activity. Buyer agrees to indemnify and hold Seller harmless for any sanctions and/or financial penalties assessed against Seller resulting from a violation of this Clause 10.3.
- 10.4 It shall be Buyer's responsibility to inform Seller immediately in writing of any information received by or on behalf of Buyer to the effect that any Products contain crude oil or petroleum products that have originated in or been exported from Iran or any other sanctioned countries.
- 10.5 With respect to all Clauses within this Section 10, SELLER PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ULTIMATE ORIGIN OF THE PRODUCTS BEING PROVIDED TO BUYER.
- 10.6 Buyer acknowledges that it is familiar with and will comply with all applicable laws and regulations relating to the use, diversion, trade, export or re-export of Product. Without prejudice to the foregoing, where requested to do so by Seller, Buyer will supply Seller with evidence that controls are in place, which actively support such compliance.
- 10.7 Without prejudice to section 10.10, Buyer undertakes not to export, re-export, divert, trade, ship, import, transport, store, sell, supply, deliver or re-deliver, whether directly or indirectly, the Product to or in any Sanctioned Entity and not to do the same to or for the end use by any entity or vessel associated with any Sanctioned Entity.
- 10.8 If Buyer is, or is likely to be, prevented by any law, policy, demand or request to which it is subject or any governmental policy, demand or request by which Buyer reasonably considers it is

bound, from complying with the above, then (without prejudice to Buyer's obligations as set out in this Section 10 Buyer immediately shall notify such restraint to Seller in writing. Pending resolution Seller may at its discretion, and without liability therefore, suspend in whole or in part supplies hereunder without prejudice to any claims that Seller may have under the Contract.

- 10.9 Buyer further undertakes that the prohibition stipulated in this Section 10 shall also be imposed by Buyer on any resale customers of Buyer, together with a communication to such resale customers to communicate such said prohibition on any resale customer of theirs.
- 10.10 Seller has the right to cancel a nomination if ship is deemed to have traded in Iran, North Korea, Syria or Cuba or with or in related to any other Sanctioned Entity.

11. Limitation of Seller's Liability

- 11.1 Seller's liability in terms of each and every delivery shall be limited as laid out below save for any specific exclusions or amendments that are negotiated between the parties and enumerated on the bunker confirmation.
- 11.2 Seller is not liable for any loss, damage, expense or delay resulting from labor difficulties, strikes, lockouts or other industrial action.
- 11.3 Seller is not liable for the quality or suitability of the marine fuel as ordered by Buyer unless a defect occurs that is the direct result of the negligence of Seller, which negligence must be affirmatively proved by Buyer by final court judgment. In such event, Seller's liability is strictly limited to Seller's replacement of the claimed defective or wrong kind of marine fuel at the port furnished and Seller shall not be liable for any other damages or costs or losses whatsoever. Buyer acknowledges that Buyer has not relied on any warranties either express or implied as to the suitability of the Products supplied. Under no circumstances will Seller be liable for any consequential damages whatsoever.
- 11.4 Any implied warranties whatsoever, whether statutory or otherwise including the warranties of merchantability and fitness for a particular purpose or of condition and any oral or implied agreement inconsistent with the Contract, are expressly excluded and disclaimed.

12. Indemnity

- 12.1 Buyer shall hold harmless and indemnify Seller, Supplier, the barge contractor and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees, arising out of or resulting from the performance of service or the providing of marine fuel under this contract, including claims, damages, losses, penalties or expenses arising under any air, water quality or hazardous waste statute, regulation or ordinance, herein referred to, "pollution claims," providing that any such claim, damage loss or expense a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Vessel and its appurtenances) including the loss of use resulting there from, or to pollution claims and b) is caused in whole or in part by any negligent act or omission of Buyer, the Vessel or Vessel interests, their agents or employees or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of

whether or not such claim, damage or loss or expense is also caused in part by Seller, the fuel barge, their agents or employees, including through any actual or alleged own negligence of the Seller. The foregoing is in lieu of all warranties and liabilities of Seller, express or implied.

13. Environmental Protection

- 13.1 It shall be the sole responsibility of Buyer to comply, and advise its personnel, agents and/or customers to comply, both during and after delivery, with all health and safety requirements and all environmental regulations and legislation, both national and international, applicable to the Products and/or Services supplied. Seller accepts no responsibility for any consequences arising from Buyer's failure to comply with such health and safety requirements or environmental regulations and legislation. Buyer acknowledges familiarity with the hazards inherent in the nature of any Products, and shall protect, indemnify and hold Seller and Supplier harmless against any claims or liability incurred as a result of any allegation of a failure to comply with the relevant health and safety requirements or environmental regulations and legislation, regardless of whether that allegation resulted from or related to, or is claimed to have resulted from or relate to, Seller's or Supplier's own negligence.
- 13.2 In the event of any leakage, spillage, or overflow of the Products causing or likely to cause pollution occurring at any stage, Buyer shall, regardless as to whether Buyer or Seller is responsible, immediately take such action as is necessary to remove the Products and mitigate the effects of such leakage, spillage or overflow. Failing such prompt action, Buyer (who hereby warrants that it has been authorized by the Vessel's owners) authorizes Seller to take whatever measures at Buyer's expense and on Buyer's behalf Seller deems fit to affect cleanup and Buyer shall cooperate fully with Seller and lend all assistance required in the cleanup operation. Buyer shall indemnify and hold Seller and/or Supplier harmless against any claims or liability, expenses, damages, costs, fines, and/or penalties arising out of or in connection with any leakage, spillage, or overflow regardless of whether such claims, liability, expenses, damages, costs, fines, and/or penalties has, or is claimed to have, resulted from, or be related to, Seller's or Supplier's own negligence. Buyer shall also give, or cause to be given, to Seller all such documents and other information concerning any leakage, spillage, or overflow, or any such program for the prevention thereof, or which are requested by Seller or required by law or regulation applicable at the time and place where delivery of the Products to the Vessel takes place.
- 13.3 Buyer warrants that the Vessel is in compliance with all international, national, state and local statutes, regulations and ordinances including those that require a specific spill response plan to be in place and proof of financial ability in regard spills of oil and hazardous materials. Buyer also warrants that the Vessel, her main engine, her auxiliary engines, and all other parts, equipment, and machinery are being operated in accordance with the manufacturer's specifications.

14. Delays and Cancellations

- 14.1 Notwithstanding anything else to the contrary herein, and without prejudice to any rights or remedies otherwise available to Seller, Buyer, by its acceptance of these conditions, expressly agrees that Seller has the sole discretion to cancel or to adjust prices in the event the Vessel is suffering a delay exceeding four (4) hours from the (last) nomination date.

- 14.2 If Buyer for whatever reason (including circumstances entirely outside Buyer's control) cancels the Contract, where Order Confirmation has been sent by Seller, Buyer including the Vessel designated to receive the Products shall be liable for any and all losses suffered and liabilities incurred by Seller and/or Supplier as a result of the cancellation, including, but not limited to, barge costs, re-storing of Bunkers, and hedging costs, and also in Seller's sole option any difference between the contract price of the undelivered Products and the amount received by Seller upon resale to another party or, if another buyer cannot be found, any market diminution in the value of the Products as reasonably determined from available market indexes. These losses and liabilities shall be indemnified in a minimum amount of USD 5,000 by way of agreed liquidated damages, and shall be indemnified in full if they in total exceed USD 5,000.

15. Force Majeure

- 15.1 Seller shall not be responsible for damages caused by delays or failure to perform, in whole or in part, any obligation hereunder (other than the payment of money), or noncompliance with any of the terms hereof when such delay, failure, or non-compliance is due to, or results from, causes beyond the reasonable control of Seller, including, without limitation, acts of God, acts of piracy, fires, flood, adverse weather, perils of the sea, war (declared or undeclared), terrorist actions (threatened or actual), embargoes, accidents, strikes, labor disputes, failure of or shortage of vessels or barge services normally available to Seller, breakdown of, damage to or shortage in facilities used for production, refining or transportation of Products and/or Services, acts in compliance with requests of any government authority or person purporting to act on behalf thereof, or any similar causes of Force Majeure. Buyer shall be liable for demurrage at rates established by Seller and for losses incurred by Seller as a result of any delay caused directly or indirectly by Buyer or the Vessel in the use of delivery or barging facilities or in vacating a berth. Notwithstanding the provisions of this clause, Buyer agrees that it may not assert claims of *force majeure*, impossibility, or frustration of performance of the Contract, and in any relation to such claims be relieved of any obligation to make payments for all sums due under the Contract.

16. Breach

- 16.1 Seller may without notice terminate the Contract in whole or in part, at its own discretion, upon the breach of any provision hereof by Buyer.
- 16.2 Seller reserves the right to recover from Buyer and Vessel all damages (including, but not limited to, loss of profit), costs, expenses, interest, court costs, and attorneys fees resulting from any breach of the Contract.

17. Title

- 17.1 The Products shall remain Seller's property until Buyer has paid for them in full, and Seller shall retain title to the Products. Until Seller's confirmed receipt of payment in full for the Products, as determined solely by Seller, Buyer shall hold the Products bailee, store them in such a way that they can be identified as Seller's property, and keep them separate from Buyer's own property and the property of any other person. To the extent that Products are consumed and thereafter replaced by other fuels or similar products, Seller's title and security interest shall continue in that replacement fuels or other products, which shall be considered "Products" according to the

Contract. Although the Products remain Seller's property until paid for, they shall be at Buyer's risk from the time of delivery until Buyer fully pays for the Products and Buyer shall insure them against loss or damage accordingly. In the event of such loss or damage, Buyer shall hold the proceeds of such insurance on behalf of Seller as trustee of Seller. The governing law of this clause, only, shall be English law of retention of title as stated in *The Span Terza* [1984] 1 Lloyd's Rep 119. Seller shall further in addition to its retention of title over and security interest in the Products, as provided in these Conditions and the Contract hold a maritime lien *in rem* against the Vessel for all charges due under the Contract.

- 17.2 Buyer's rights to possession of the Products shall cease if: (a) Buyer has not paid for the Products in full by the expiration of any credit period allowed by the Contract; or (b) Buyer is declared bankrupt or makes any proposal to his creditors for a reorganization or other voluntary arrangement; or (c) a receiver, liquidator or administrator is appointed in respect of Buyer's business.
- 17.3 Upon cessation of Buyer's right to possession of the Products in accordance with Clause 17.2, Buyer shall, at Buyer's own expense, cause the Vessel to cease consumption of the Products, make the Products available to Seller and allow Seller at Buyer's own to repossess them. Any further consumption of the Products shall be considered to be a conversion of the Products with corresponding maritime lien and claim rights against the Vessel for conversion.
- 17.4 Buyer hereby grants Seller and/or Seller's agents an irrevocable license to enter any premises or board any Vessel where the Products are stored in order to repossess them at any time.

18. Law and Jurisdiction

19. The Contract shall be governed, controlled by and construed in all particulars by the principles of United States maritime law as applied in *World Fuel Servs. Trading, DMCC v. Hebei Prince Shipping Co.*, 783 F.3d 507 (4th Cir. 2015) and *World Fuel Servs. Singapore Pte, Ltd. v. Bulk Juliana M/V*, 822 F.3d 766 (5th Cir. 2016), regardless of the court in which any proceeding is brought. To the extent that those opinions do not provide a rule of decision, and not otherwise stated herein, the law controlling the Contract shall be the general maritime law of the United States, and in particular, the Commercial Instruments and Maritime Liens Act, 46 U.S.C. Sections 31101 *et seq.* as applied in the Federal District Courts of the United States of America. In particular, the law of maritime liens *in rem* as applied in Seller may choose to bring any dispute against Buyer or the Vessel in any court. Buyer agrees that Buyer may only bring suit, including any claim or cross-claim whatsoever against Seller in the United States District Court for the District of Connecticut, which shall be the exclusive and sole jurisdiction for such suit. Buyer further specifically submits to the personal and subject matter jurisdiction of the United States District Court, District of Connecticut, at Bridgeport, Connecticut or at such other division of that United States District Court that Seller may choose, or in such court of the State of Connecticut that Seller may choose at Seller's sole option, in any connection with the resolution by Seller of any dispute, allegation or claim against Buyer arising out of or related to the Contract. Buyer waives all claims and shall not assert in any court or proceeding that the United States District Court, District of Connecticut does not have jurisdiction over Buyer or that any final judgment issued by that court against Buyer is invalid and unenforceable. Buyer agrees that the Contract and all aspects of Seller's

transaction with Buyer is a maritime contract. The U.N. Convention for the International Sale of Goods 1980 shall not apply to the Contract.

- 19.1 The laws of the United States as applied in *World Fuel Servs. Trading, DMCC v. Hebei Prince Shipping Co.*, 783 F.3d 507 (4th Cir. 2015) and *World Fuel Servs. Singapore Pte, Ltd. v. Bulk Juliana M/V*, 822 F.3d 766 (5th Cir. 2016), shall apply with respect to the existence of an *in rem* maritime lien under United States law, regardless of the country in which this Contract is deemed made, the Product and/or Service is provided, or Seller takes legal action. Seller shall be entitled to assert its *in rem* maritime lien, attachment, or other rights in any jurisdiction. Except as stated in these Conditions, the laws of the State of New York including maritime law as applied in the United States District Court, Southern District of New York, shall control the Contract. The Contract shall not be construed against Seller even though Seller has drafted the Contract and Conditions.
- 19.2 Buyer waives any right to a trial by jury in any legal proceeding arising from or related to the Contract, the Products, the Confirmation of Contract, and/or these Conditions. Buyer agrees that any claim or counterclaim by Buyer against Seller may be brought against Seller only and exclusively in the United States District Court for the District of Connecticut.
- 19.3 In the event that Seller determines to serve Buyer with any court process or arbitral demand, such service may be completed by facsimile, email, or courier delivery directly to Buyer, with all such process and accompanying papers in the English language without any requirement for apostille or officialization or any other requirement of law, with service of process effective upon Seller's transmission to Buyer and/or Buyer's agents. Buyer shall respond to suit or demand within 21 days of service of process on Buyer. It shall not be required that Seller translate any such suit or demand documentation from the English language. In the event that Seller brings proceedings against Buyer pursuant to Rule B of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure, Buyer expressly waives any defense that Buyer is present in an adjacent jurisdiction convenient to Seller or where Seller elects to bring suit. Buyer further shall, as a condition of the Contract, specify in writing to Seller each United States jurisdiction in which the Buyer maintains any agent for the service of process. Seller may rely on Buyer's failure to make such specification as a waiver that any such agent is present to receive service of process.

20. Waiver of Immunities

- 20.1 Buyer expressly and irrevocably waives and agrees not to assert such a defense in an action or proceeding, which may be commenced or asserted against Buyer or Buyer's revenues and/or assets in connection with a Contract to the fullest extent permitted by applicable law, with respect to Buyer and Buyer's revenues and/or assets (irrespective of their use or intended use), all immunity on the grounds of sovereign immunity or other similar grounds, where Buyer is a State or Government owned or controlled entity, whether in whole or in part or otherwise, which status would otherwise entitle Buyer to assert or allege the defense of sovereign immunity in any claim against it from:
- (a) Suit;

- (b) Jurisdiction of any court;
- (c) Relief by way of injunction, order for specific performance or for recovery of property;
- (d) Attachment of Buyer's assets (whether before or after judgment); and
- (e) Execution or enforcement of any judgment to which Buyer or Buyer's revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any proceedings.

21. Collection and Indemnity

- 21.1 Buyer agrees to pay any and all expenses, legal fees, and/or court costs incurred by Seller to (i) collect and obtain payment of any amount due to Seller, including but not limited to legal fees and court costs, associated with enforcing a maritime lien, attachment, right of arrest, or any other available remedy in law, equity, or otherwise; and (ii) recover any damages or losses suffered by Seller as a result of any breach by Buyer of any provision of the Contract.

22. General Shortage

- 22.1 If in Seller's opinion there is a shortage or there are shortages of supply of products, whether or not of the quality or grade designated by Buyer, at any of its present or future regular sources of supply or at any of those of its Supplier or Suppliers, with the result that Seller is unable to meet its requirements for sale to customers of all kinds, Seller may allocate, on any reasonable basis at its discretion, its available products among its customers and reduce the amount of Products sold to Buyer and/or delivered to the Vessel accordingly.
- 22.2 For the purposes of the Contract, Seller chooses domicilium at 311 Post Road East, Westport, 06880 Connecticut USA.

23. Assignability and Third Party Rights

- 23.1 The Contract is not assignable by Buyer except with the written consent of Seller. Seller shall be at liberty to make arrangements with other entities to supply any of the Products and/or Services which under the Contract are to be sold and delivered at any particular port or upon terms and conditions similar to the Contract. In such event, Buyer agrees to be bound by Supplier's terms and conditions in addition to the terms and conditions set forth hereunder, to the extent that Seller determines to enforce or benefit from any of those Supplier's terms and conditions. Seller, however, shall not be bound by any third party terms and conditions.
- 23.2 No third party, unless expressly assigned in writing by Seller, shall have any rights or reasonable expectation of rights under the Contract including Conditions.

24. General Provisions; Notice; Entire Agreement

- 24.1 All rights and remedies of Seller under the Contract are cumulative and election of one remedy shall not exclude another.
- 24.2 Any disclaimer, notice or other writing by Buyer or Vessels (including but not limited to its officers or agents) on the bunker receipt which seek to unilaterally alter or amend any part of the Contract shall be void and ineffective.
- 24.3 No notice to Seller or required writing under the Contract including these Conditions shall be effective unless sent, with return receipt confirmed to Buyer from Seller, by email to Seller at bunkers@merlinpetroleum.com or by facsimile to Seller at +1 203 227 3910.
- 24.4 The Contract including these Conditions exclude all prior written, oral, or other understandings or agreements, state the entire Contract and shall not be changed in any way except through a writing which the Seller signs and directs to Buyer expressly stating such change.