



OCEAN ENERGY SUPPLY SINGAPORE PTE LTD, 1 NORTH BRIDGE ROAD,  
#10-08 HIGH STREET CENTRE, SINGAPORE 179094

## Standard Terms and Conditions for the Sale of Marine Bunker Fuels, Lubricants and Other Products

Effective from 15/04/2026

### 1.00 INTRODUCTION

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**1.01** Except as may otherwise be expressly agreed in writing by the parties hereto, these Terms and Conditions shall apply to all sales and supplies by Ocean Energy Supply Singapore PTE LTD (also referred to as “Ocean Energy” or “OE”) of 1 North Bridge, #10-08 High Street Centre, Singapore 179094 (the “Seller”) to any other party (the “Buyer”) of marine fuels (bunkers) and/or marine lubricants and/or any other related service or product (hereinafter referred to as “Products”). These terms and conditions shall be referred to as the “Terms and Conditions.” These Terms and Conditions shall override any other different general terms stipulated, attempted to be incorporated, or referred to by the Buyer, whether in its purchase order or in any negotiation, unless express prior written consent has been provided by Ocean Energy.

**1.02** An Agreement for the sale and delivery of Products shall be considered firm and binding upon Buyer’s acceptance following the issuance of a Confirmation (as defined below) by the Seller to the Buyer. If by mistake or omission a Confirmation is not issued by the Seller following formation of an Agreement, then the Agreement shall in any event be valid and subject to these Terms and Conditions.

**1.03** These Terms and Conditions apply to all offers, quotations, orders, agreements, supplies, services and all subsequent contracts of whatever nature between the Seller and the Buyer, except where otherwise expressly agreed in writing by Ocean Energy. In any case, in the event of a conflict between these Terms and Conditions and the specific terms of Ocean Energy’s confirmation, Ocean Energy’s confirmation shall prevail except as provided for in Clauses 17.01 and 17.02.

**1.04** In the event that Ocean Energy enters into a contract with Physical Suppliers for the provision of Products to the Buyer, which contains contractual terms which deviate from these Terms and Conditions, then the contractual terms which apply between Ocean Energy and the Physical Supplier will be available to the Buyer upon request and will, in Ocean Energy’s sole discretion, be deemed incorporated into the Agreement between Ocean Energy and the Buyer for the benefit of Ocean Energy in so far as they further limit the liability of the Physical Supplier / Seller and / or provide more protection and / or grant more security to the Physical Supplier / Seller for the payment of the supply.

### 2.00 DEFINITIONS

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In these Terms and Conditions, the following terms shall have the following meaning:

**2.01 Agreement:** A contract between the Seller and the Buyer for the sale and delivery of Products.

**2.02 Basic Price:** The basic price is defined as the unit price of the Products multiplied by the number of units of the Products delivered to the Vessel.

**2.03 Seller:** The Seller is defined as Ocean Energy Supply Singapore PTE LTD of 1 North Bridge, #10-08 High Street Centre, Singapore 179094, acting through any of its servants, agents, assigns, subcontractors and any and all other persons acting under the Seller's written instructions in fulfilment, compliance or observance of the Agreement unless the context otherwise requires or permits.

**2.04 Confirmation:** A confirmation in writing from the Seller to the Buyer confirming the particular terms of each sale of Product.

**2.05 Buyer:** Buyer means jointly and severally: a) The person, party or entity identified in the Confirmation as the Buyer, b) the party with whom the Seller contracts to sell the Products and any agent, principal, associate, manager, partner, servant, parent, subsidiary, owner, or shareholder thereof, c) the Vessel (as defined in clause 2.14) and her Master, Registered Owners, Beneficial Owners, Disponent Owners, Managers / Operators, Charterers, Sub-charterers, Time charterers, Bareboat charterers, and d) any party benefitting from consuming the Products delivered, any party requesting offers and quotations for ordering the Product, even if only as agent or manager, and any party on whose behalf the said offers, quotations, orders and subsequent agreements or contracts have been made. In any case the party identified in the Confirmation as the Buyer and the person or party with whom the Seller contracts to sell the Products shall be jointly responsible for any act or omissions of the Vessel, her Master, Registered Owners, Beneficial Owners, Managers / Operators, Disponent Owners, Time charterers, Bareboat Charterers, Vessel's crew and Vessel's officers.

**2.06 Delivery:** as defined in Clause 8.00.

**2.07 Due date:** The date indicated in the Confirmation for payment of the Price and any other amount owed by the Buyer to the Seller.

**2.08 Payment Interference:** confiscation, freezing, detainment, arrest, stoppage, blocking of funds or any other interference exercised by banks, courts, public authorities or otherwise (and whether or not such interference is justified).

**2.09 Physical Supplier:** One or more entities with whom the Seller has contracted to perform or ensure performance of the actual delivery of the Products to the Vessel.

**2.10 Place of Supply:** The port or other readily identifiable geographical location specified in the Confirmation wherein or adjacent to which is the Point of Delivery.

**2.11 Point of Delivery:** The precise place at which Delivery is to be effected as provided in the Confirmation or as thereafter confirmed, advised, or revised by the Seller or the Physical Supplier being a berth, mooring, anchorage or other point within, adjacent to or associated with the Place of Supply.

**2.12 Price:** The amount payable by the Buyer to the Seller, which shall generally be calculated as the aggregate of the Basic Price and Further Cost as defined in Clause 11.00.

**2.13 Products:** The marine fuels, bunkers, oils, lubricants, goods, items, equipment, materials, and related service of whatever type and description as specified in the Confirmation to be delivered by the Seller to the Buyer.

**2.14 Sanctions Regulations:** Any export or import controls, embargos, trade restrictions, listing of persons or entities, asset freezing, prohibitions to sell, purchase, import, export, transfer or transport, or

any other economic sanctions regulations adopted by the United Nations, the European Union, the United Kingdom or the United States of America.

**2.15 Unit Price:** The rate of price in United States Dollars (or such other currency specified in the Confirmation) per metric tonne (or such other unit of measurement specified in the Confirmation) of Products as specified in the Confirmation.

**2.16 Vessel:** Ship, barge, yacht, craft, tank, container, facility or any other unit specified to receive Products as specified in the Confirmation.

**2.17 Written, in Writing and Notice:** Any requirement for written communication, including the giving of any notice, may be fulfilled by the use of electronic mail, letter post, courier, or any other medium that produces a tangible result for the intended recipient. The communication shall be deemed to have been given and received upon completion of transmission for any electrical or electronic or facsimile medium, within three working days of dispatch for inland letter post and on the expiry of the declared or guaranteed time of delivery of any courier or monitored service.

**2.18 Further Costs:** As defined in Clause 11.02

**2.19 Notice of Claim:** Written notice of any claim or potential claim by the Buyer.

### **3.00 HEADINGS**

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The use of headings and explanatory notes is for convenience and elucidation only. They are not part of the Agreement.

### **4.00 ENTIRETY AND VALIDITY**

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These Terms and Conditions together with the Confirmation constitute the entire Agreement. These Terms and Conditions have been published on the Seller's website and are considered well known to Buyers. They shall apply to any and all sales of the Products agreed to be sold by the Seller to the Buyer even if not referred to in the Confirmation, and even if by mistake no Confirmation is issued. No derogation, addition or amendment to the Agreement shall be of any force or effect unless and until expressly confirmed in writing by the Seller. If any provision of the Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

### **5.00 FORCE MAJEURE**

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**5.01** Neither the Seller nor the Physical Supplier shall be liable for any loss, claim, damage, demurrage, costs or expenses of whatever nature arising from breaches of their obligations / from the failure to fulfil or comply with any term or condition of the Agreement due to cas fortuit or force majeure, meaning any circumstances whatsoever which are not within the immediate and reasonable control of the Seller and / or the Physical Supplier, including, but without limiting the generality of the foregoing, any act of God, fires, floods, perils of the sea, earthquake, storm, swell, ice, exceptional weather conditions, any act of war (declared or undeclared), civil commotions, military operations, hostilities, embargoes, Sanctions, accidents, governmental intervention, order, request or restriction, any act of third party, congestion, changed market conditions, unavailability of barges, closing or limitations of functioning of power plants and / or reception facilities, failure of equipment, fault or failure of Vessel, Master or crew, act or omission of Buyer, strike, lockout or labour dispute or reasonable apprehension thereof, any government order, request or restriction, or acts in compliance with requests of persons purporting to act on behalf of a government authority, or any other similar causes, any shortage or limitation restriction or interruption to existing or contemplated sources of supply of Product or the means of supply thereof and/or the means of delivery. Neither the Seller nor the Physical Supplier shall be required to make any deliveries which fail in whole or in part as a result of the causes set out in this Article at any later time.

**5.02** Declaration of Force Majeure shall be given without undue delay once such event has come to the knowledge of the respective party declaring same.

## **6.00 AGENTS**

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If an Agreement is entered into by an agent or broker acting on behalf of the Buyer, whether such agency or brokerage is disclosed or undisclosed, then the agent or broker shall be liable as Buyer under the Agreement.

## **7.00 ASSIGNMENT**

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The Buyer shall not assign its interest in an Agreement without the prior written approval of the Seller. The Seller may assign alternatively, novate the agreement and shall thereafter give notice thereof to the Buyer. Should Ocean Energy and the Buyer at any time enter into contracts by which Ocean Energy purchases marine fuel or related products or services from the Buyer, then the Buyer shall not be allowed to assign its interest in such a contract without the prior explicit written approval from Ocean Energy. The aforementioned shall supersede any provision to the contrary in the Buyer's sales terms and conditions, which purport to allow the Buyer to assign its interest against Ocean Energy to third parties.

## **8.00 DELIVERY**

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**8.01 Allocation:** If the Seller or Physical Supplier at any time and for any reason believes that there may be a shortage of Products at the Place of Supply, it may allocate its available and anticipated supply of Product among its Buyers in such a manner as it may, in its absolute discretion, determine.

**8.02 Restrictions:** The Seller shall not be required to deliver Products into any of the Vessel's storage tanks or other place that is not normally used for the storage of bunkers or lubricants or other products as the case may be, and the Seller shall not be required to deliver any Products for the export or delivery of which a Government or any other type of permit is required and has not been obtained.

**8.03 Means and Point of Delivery:** Delivery shall be effected in one or more consignments at the Point of Delivery by such means as the Seller or Physical Supplier shall deem appropriate in the circumstances. The Seller does not warrant nor shall be deemed to warrant the safety of the Point of Delivery or of the facilities where the Vessel loads and assumes no liability in respect thereof.

**8.04 Barging:** In the event of delivery by barge, the Buyer shall at its own expense provide a clear and safe berth for the barge alongside the Vessel's receiving lines and shall provide all necessary facilities and assistance required to effect delivery on 24 hours per day basis. The Seller shall not be obliged to make delivery when in the opinion of the Seller and / or the Physical Supplier a clear and safe berth is not made available. The Buyer agrees to pay and indemnify the Seller against all claims, costs, losses and expenses in respect to any loss, damage or delay caused by the Vessel and/or Vessel's personnel to any barges and/or its equipment and injury and/or death caused by the Vessel and/or the Vessel's personnel to any of the personnel effecting delivery in the course of or in connection with delivery of Product. Where lighterage is employed, lighterage charges shall be for the account of Buyer. Lighterage will be charged on the quantity delivered to the Vessel in accordance with the rates and charges of the Physical Supplier. Deliveries of Products on two or more barges will be subject to separate charges. All costs due to berth congestion shall be for Buyer's account.

**8.05 Connection:** The Buyer shall be responsible for making all connections and disconnections between the pipelines or delivery hoses and the Vessel's intake line and shall render all other necessary assistance and provide sufficient tankage and equipment to receive promptly each and every consignment of the Delivery. The Buyer is responsible for ensuring that Product is delivered at a safe rate and pressure and that all equipment utilised therefore is fit for purpose and is in a safe and satisfactory condition. In any

event the Buyer shall be responsible to ensure that the connection of the delivery hose to the Vessel has been properly and safely made.

**8.06 Completion of delivery:** Delivery shall be deemed completed when the Product has passed the flange connecting the Physical Supplier's delivery facilities with the receiving facilities provided by the Buyer, and/or, where appropriate, has passed the Vessel's rail and/or Point of Delivery if Products are delivered ex-wharf or by barge. At either location, pumping shall be performed under the direction and responsibility of Buyer or Vessel personnel.

**8.07 Title:** Title in and to the Products and/or property rights in and to such Products shall remain vested in the Seller, and shall pass to the Buyer only after the Price has been received by the Seller as provided in Clause 12. Until such time as the Price is received by the Seller the person or entity in possession of the Products delivered shall hold the Products as a mere bailee and shall hold the Products on behalf of the Seller and to the Seller's order. For the avoidance of doubt, where a mortgagee bank enforces any rights against the Vessel and becomes a mortgagee in possession of the Products then as bailee the mortgagee bank is liable to the Seller for fulfilment of the Agreement.

**8.08 Risk:** The Seller's responsibility for Products shall cease, and the Buyer shall assume all the risks and liabilities relating thereto, including loss, damage, deterioration, depreciation, contamination, evaporation or shrinkage of Products and responsibility for loss, damage and harm caused by pollution or in any other manner to third parties at the earliest of either i) the time Products pass the Seller's flange connecting the Barge to the Vessel's bunker manifold, or ii) when the Seller comes into physical possession of the Products. The Buyer agrees to indemnify without limit the Seller in respect of any liability, claim or demand made against the Seller pertaining to the Products, after risk has passed from the Seller to the Buyer.

**8.09 Measurement:** The quantity of Products delivered hereunder shall be determined at the Physical Supplier's option by one of such generally recognized methods of measurement as is appropriate in the circumstances.

**8.10 Specification:** The Product to be delivered shall be as specified in the Confirmation and, other than as more precisely specified therein, shall be one of the Seller or Physical Supplier's commercial grades of Product as currently offered generally to its Buyers at the time and Point of Delivery for marine Products. No other warranties, express or implied as to quality or fitness for any purpose of the Products, are given or form part of the Agreement. Buyer shall also assume sole responsibility for the selection and fitness of its choice of Product for any particular use or purpose, and the Seller shall assume no responsibility whatsoever for the compliance or fitness of the Product for a specific type of engine or equipment which the Buyer may or may not have agreed upon in any term or otherwise. This includes but is not limited to the quality, sulphur content and any other specific characteristics of the Products whatsoever. Any and all warranties regarding the satisfactory quality, merchantability, fitness for purpose, description or otherwise, are hereby excluded and disclaimed. Where specifications designate a maximum value, no minimum value is guaranteed unless expressly stated in the Confirmation, and conversely where minimum values are provided in a specification, no maximum values are guaranteed unless expressly stated in the Confirmation.

**8.11 Compatibility and Segregation:** Responsibility for establishing compatibility of Products delivered with any other marine fuels or similar product and for segregating or co-mingling the same rests solely with the Buyer. In any case, Seller shall not be liable or anyhow responsible for any problems due to the incompatibility between the Products delivered and any remaining marine fuels in the Vessel's fuel tanks or equipment. Moreover it shall be Buyer's responsibility to ascertain and make sure that Vessel's fuel tanks are in all respects clean and cargo-worthy.

**8.12 Substitution:** The Seller may discharge its obligation to deliver Products as specified in the Confirmation by supplying in substitution thereof Products of a different grade and/or brand name provided always that such substitute Products are of an equivalent or superior specification to that specified in the Confirmation.

**8.13 Availability:** Subject to the availability of Products, the availability of facilities at the Place of Supply and Point of Delivery, and the customary priority and to the Buyer giving notice in accordance with Clause 8.16, the Seller or Physical Supplier will use their best endeavours to ensure that Products are delivered promptly upon the Vessel's arrival. The Seller and Physical Supplier shall not be responsible or liable for any demurrage, detention, loss, expense, damage or increased costs incurred in consequence of the Vessel not being supplied promptly or otherwise being delayed or restrained for any reason whatsoever.

**8.14 Time:** The Buyer is responsible for ensuring that the Vessel is ready to receive Product at the Point of Delivery on the expiry of the notice given in accordance with Clause 8.16.

**8.15 Delay:** In the event that the Vessel's arrival at the Point of Delivery is delayed or likely to be delayed, the Buyer shall give immediate written notice to the Seller. The Buyer should also ensure that the Vessel's agent at the Place of Supply is similarly informed and that the agent advises the Physical Supplier accordingly. At the Buyer's request the Seller or Physical Supplier will use their best endeavours to supply a delayed Vessel on the terms originally agreed but reserve the right to pass on to the Buyer all damages, losses, and all additional expenses and costs, including increased Basic Price arising from the Vessel's delayed arrival. In any case, should the Vessel for any reason arrive later than 3 days after the original ETA notified to Seller, then the Seller shall have the option to cancel the supply.

**8.16 Notice and Other Delivery Requirements:** The Buyer must give not less than 72 hours' notice (excluding holidays and other non-working days at the Place of Supply) of the Vessel's readiness to receive Products to the Seller and to the Physical Supplier. Notice must be given during the Seller's normal business hours (Monday to Friday inclusive, 09:00-18:00 Monaco, Athens, Miami or Singapore time as the case may be). Notice given outside these hours will be deemed to have been given at 09:00 on the first business day thereafter. If the Buyer fails to give such notice, the Seller shall have the option to cancel the supply. The Buyer shall be responsible in any event for any costs and or expenses incurred and damages suffered by the Seller. Furthermore, it is in all circumstances and on all occasions the responsibility and duty of the Buyer to ascertain and, where appropriate, to comply with: a. The precise requirements of the Physical Supplier and any other person, body or authority in respect of the giving of notice of the Vessel's time of arrival at the Point of Delivery. b. The exact location of the Point of Delivery. c. Any particular requirements to enable Delivery to be effected as effectively as possible. The Buyer is advised to instruct its agent at the Place of Supply to liaise with the Physical Supplier so as to ensure compliance with these provisions.

**8.17 Information:** In response to a specific request for information from the Buyer in respect of the Point of Delivery, the Seller will use its best endeavours to obtain or provide the information requested. While every care will be taken to ensure that such information is accurate and up-to-date, it is furnished on the strict understanding that it is not a contractual representation and that no responsibility whatsoever will attach to the Seller for its accuracy and veracity.

**8.18 Environmental Protection:** Without prejudice to Clauses 8.08 and 15.03 the Seller and Physical Supplier may at any time and without notice take any steps which they consider necessary to protect the environment from damage or pollution arising from spillage or transport of the Products. Any action so taken shall be on behalf of and at the expense of the Buyer.

**8.19 Cancellation by Buyer Prior to Delivery:** In the event that the Buyer cancels an Agreement or fails to take delivery of the full contracted quantity of Products during the designated delivery period under the

Agreement, regardless of fault or causation and without regard to force majeure or circumstances entirely outside of the Buyer's control, the Buyer, without prejudice to its other available rights and remedies, shall be liable to the Seller for all costs, charges, fees, expenses and losses incurred by the Seller or the Physical Supplier resulting from such purported cancellation, termination or failure, including but not limited to:

**8.19.1** those incurred by the Seller as a result of having entered into the foregoing transactions including but not limited to any cancellation provisions under, and in accordance with, the Physical Supplier's Terms and Conditions;

**8.19.2** any costs of maintaining, terminating and/or re-establishing any derivative and/or hedge or related trading positions, transactions, or financial contract, in each case as determined by the Seller; and

**8.19.3** the total of : (i) in the Seller's sole option, Ten United States Dollars Only per metric ton (USD 10.00/mt); and (ii) the difference between the Price agreed by the parties and the prevailing market price on the date of the Buyer's cancellation or default OR the difference between the market price on date of fixture and the prevailing market price on the date of the Buyer's cancellation or default, whichever is higher. If the above calculation amounts to less than United States Dollars Two Thousand (USD 2,000.00), then the liquidated damages will be determined to be at United States Dollars Two Thousand (USD 2,000.00).

For the purposes of clause 8.19.3: the "prevailing market price" or "market price" shall refer to the corresponding prices published by Platts and the quantity by which the above-mentioned liquidated damages are to be calculated shall be the maximum quantity of Product to be supplied under the Agreement.

**8.20.1** It is expressly agreed that all deliveries are in any case subject to weather and sea permitting, over vessels' priority, if any, and working hours. If Vessel arrives out of normal working hours, all extra costs are for Buyer's account. The delivery shall be made during normal working hours and days (as indicated in the port regulations and, in the lack of such regulations, from 8.00 am to 5.00 pm from Monday to Friday) unless required and available at other times (holidays, Saturdays, and Sundays) and permitted by Port regulations or custom. Any additional expenses / overtime / extra time / local charges are on Buyer's account.

**8.20.2** Seller shall not be liable for any damage or loss or delay or demurrage or detention due to lack of notice, bad weather, barge or port or terminal congestion, expected or unexpected, or to lack of availability of barges / trucks for the Product to be delivered or due to any other reasons beyond the reasonable control of the Seller or avoidable by reasonable care on the part of the Buyer or the Vessel.

**8.20.3** The Buyer shall take prompt delivery of the Products and withdraw the Vessel from the terminal. The Buyer shall ensure that the Vessel renders all customary assistance and provides sufficient tank space and equipment to receive prompt delivery. Buyer shall indemnify the Seller of costs and expenses of barge demurrage or truck overtime due to its delay in taking delivery or in vacating berth. Moreover, without prejudice to the previous covenants, in any case if Buyer, its agents, servants, Vessel's officers or Vessel's crew cause a delay to Seller's (or Physical Supplier's) facilities in effectuating delivery of Products, Buyer shall pay demurrage to Seller at Seller's established rates and reimburse Seller for any and all other expenses and costs and damages in connection therewith.

**8.20.4** On completion of delivery, the Buyer or its representative shall give the Seller or the Physical Supplier a signed receipt therefrom in the form presented for signature by the Seller or Physical Supplier.

## **9.00 CANCELLATION AND BREACH**

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Without prejudice to clause 8.19, in the event of the Buyer, at any time, failing to take delivery of part or the entire amount of Products, the Seller shall have the right to pursue a claim against both the Buyer and the Vessel for all loss and damage thereby suffered, including loss of profit. The Seller may treat any other breach by the Buyer of any express term of the Agreement as a breach of a condition and it may, at its discretion, treat the Agreement as repudiated or terminated and seek such remedies, as it considers appropriate. Nevertheless, the provisions of Clauses 15.01, 17.01, and 17.02, shall survive the termination of the Agreement in any event.

## **10.00 LIENS**

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**10.01** Where Product is supplied to a Vessel, in addition to any other security, the Agreement is entered into and Product is supplied upon the faith and credit of the Vessel. It is agreed and acknowledged that a maritime lien against the Vessel is thereby created for the Price of Product supplied and that the Seller in agreeing to deliver Product to the Vessel does so relying upon the faith and credit of the Vessel, and that such maritime lien may be enforced in any court of competent jurisdiction. The Buyer represents that it is the Vessel's Owner, or charterer, or a person authorized by the Vessel's Owner or charterer to order the Products. The Buyer, if not the owner of the Vessel, hereby expressly warrants that Buyer has the authority of the owner to pledge the Vessel's credit as aforesaid and that it has given notice of the Provisions of this Clause to the owner. The Seller shall not be bound by any attempt by any person to restrict, limit or prohibit its lien or liens attaching to a Vessel unless this has been expressly agreed upon prior to the formation of the Agreement.

**10.02** Any notice by Buyer that a maritime lien on the Vessel may not be created because of the existence in Buyer's charter of a Prohibition of Lien Clause or similar, or for any other reason, must be given to Seller in the initial order for Product, in which case no credit can be granted to Buyer and the Price shall be paid to the Seller prior to delivery. Any notice of such restriction given by the Buyer, its agents, Vessel's personnel or other person later than in the initial order shall not effect a modification of the Agreement except that any granting of credit by Seller is rescinded on receipt of the notice, with full payment then due.

## **11.00 THE PRICE**

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**11.01 Unit Price:** If it is specified in the Confirmation that the Unit Price is not subject to variation (or similar), then the Unit Price will, subject to Clause 8.15, not be varied up to the expected date of the delivery mentioned in the Confirmation. After that date, Seller reserves the right to change it.

**11.02 Further Cost:** In addition to the Basic Price of the Product, the Buyer agrees to pay for a) any charges for barge and/or lighterage and/or truck and/or wagon, and / or clean-up costs including overtime or other like payments, b) any costs due to terminal or berth, c) any mooring and unmooring charges, wharfage, booms, charges, insurance pilotage, agency fees or port dues which the Seller may incur in connection with any vessel to which the Products are delivered, d) fire – fighting, anti-pollution, any authorisation and any Customs charges, e) any duties and/or taxes incurred by the Seller or for which the Seller is accountable in respect of deliveries or sale of the Products, f) any additional cost incurred by the Seller in respect of payments for overtime, and g) all other similar costs and expenses incurred by or charged to the Seller. Such charges, costs and expenses will be passed on to the Buyer as and when they are advised to the Seller and together with the Basic Price shall for all purposes constitute the Price due from the Buyer to the Seller for the Products supplied.

**11.03 Notice of the Price:** The Seller will give notice of the Price to the Buyer as soon as reasonably practicable after Delivery. In certain circumstances the Seller will give notice of the Price in instalments. Where notification of the Price is given in instalments, each element of the Price so notified shall, when due, constitute an enforceable debt due from the Buyer to the Seller. Notice of the Price may, at the

Seller's option, be provided by invoice and sent by post or telex or facsimile or via internet or as otherwise provided herein or as agreed.

**11.04 Proof of Delivery:** The Buyer or his representative should attend Delivery and obtain at that time all outstanding information relating to Delivery, including the exact quantities and precise specification of Products delivered. Unless otherwise requested by the Buyer prior to dispatch by the Seller of the Confirmation, the Seller shall be under no obligation at any time to produce to the Buyer any evidence of Delivery to the Vessel. It is expressly agreed that the furnishing by the Seller of proof of Delivery is not a prerequisite to payment of the Price.

## **12.00 PAYMENT**

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Each of the following terms apply unless the Confirmation otherwise provides:

**12.01** Payment of the Price will be made in United States dollars, or any other currency agreed in the Confirmation, to the bank and account specified by the Seller on the invoice so as to ensure that the Seller receives value for the payment in cleared funds on or before the Due Date. Payment shall be deemed to have been effected on the date when full amount due to the Seller is credited to Seller's account. Payment shall be made in full, without any set-off, counterclaim deduction and / or discount, free of bank charges.

**12.02** Due date is as provided in the Confirmation or, in default, the date of Delivery. Any credit term granted in the Confirmation is conditioned upon Buyer's compliance with all the due dates for payment for earlier supplies, failing which all Prices will be considered immediately due. At the sole discretion of the Seller, invoices may be submitted to the Buyer by any form of telegraphic communication, including, but not limited to, e-mail or facsimile. Lack of receipt of the invoice does not relieve the Buyer from its obligation to make full payment of the amount due. The Buyer is cautioned to take steps to double-check the validity of any invoice received to ensure it is not subject to phishing or similar fraud.

**12.03** Timely payment is of the essence under the Agreement, and the failure of the Buyer to pay the Price or any other amount due constitutes a breach of condition.

**12.04** If the Products are supplied on a credit basis and full payment of the Price is not received on the due date, the Buyer shall immediately be in default. Late payment will incur a financial charge to Buyer of 2% per calendar month on the outstanding sum calculated on a daily basis from Due Date until the payment is received by the Seller. This shall be in addition to any other remedies which Seller may be entitled to. Accrued financial charges will be added to and become part of the outstanding sum at monthly intervals.

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

**12.06** Payments received by the Seller from or on behalf of the Buyer, notwithstanding any specific request to the contrary, will be applied at the Seller's discretion and generally in the following order in diminution or extinction of: a. Accrued financial and other charges in respect of transactions for which the principal sum has been previously paid. b. Accrued financial and other charges arising from all other transactions. c. Any principal sum or sums due and outstanding commencing with the oldest and proceeding chronologically thereafter to the most recent. d. Any principal sum which the Seller knows or reasonably expects will fall due at a future date.

**12.07** The Seller may in good faith vary, amend, withdraw, substitute or add to the terms relating to payment at any time in the course of a transaction in such a manner as it shall in its absolute discretion consider necessary to protect its interests.

**12.08** If at any time the reputation, standing, creditworthiness, liquidity or solvency of the Buyer or any subsidiary, parent, associate or affiliate thereof should give the Seller reasonable cause for concern, the Seller may, without prejudice to all other rights and remedies which it may have, give notice to the Buyer that credit facilities from the Seller to the Buyer are withdrawn or suspended as the case may be and all sums outstanding shall thereupon fall due for immediate payment. In any case, if at any time prior to delivery of the Products under this Agreement to the Vessel, the Buyer is in default of any of its obligations under this or any other agreement between the Seller and the Buyer, the Seller shall be entitled to cancel this Agreement and / or to refuse delivery under this Agreement, and shall be under no liability for damages or otherwise to the Buyer under this Agreement.

**12.09** In the event that the Buyer or any subsidiary, affiliate, or parent thereof is declared bankrupt or insolvent, or is or becomes the subject of proceedings, judicial or otherwise commenced for debt, bankruptcy, insolvency, liquidation or winding up, the Seller may forthwith terminate the Agreement and shall be under no liability for damages or otherwise to the Buyer. In case of bankruptcy, and to the extent permitted by law, Buyer agrees that Seller possesses priority over all other contract claims against Buyer.

**12.10** The full legal and other costs and expenses incurred by the Seller including those of the Seller own legal department and of other lawyers appointed in connection with any breach by the Buyer of any term of the Agreement including but not limited to actions for debt shall be for the Buyer's account and shall for all purpose form part of the Price due from the Buyer to the Seller for Product supplied.

### **13.00 CLAIMS, DISPUTES AND PRECAUTIONS**

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**13.01 Notification:** Written notice of any claim or potential claim must be given by the Buyer to the Seller within the time limit specified in these Terms and Conditions. It is the Buyer's responsibility to ensure that notice is received by the Seller, whose confirmation of receipt should always be sought. Regardless of whether a claim or dispute has arisen or is anticipated, the Buyer must always give prompt notice to the Seller of any alleged discrepancy, error or omission present in any form or document tendered, submitted or produced by the Physical Supplier and of any unusual occurrence relating to the Delivery.

**13.02 Sufficiency of Information:** To enable the Seller to investigate and pursue a claim the notice must give sufficient information for the Seller to be able to identify the relevant transactions, the nature of the complaint and the loss or damage alleged. Any notice which does not give such sufficient information will not be valid. For the same reasons, the Buyer must provide a full and complete response to any and all questions, enquiries and requests made of it by the Seller concerning the claim and matters relating thereto.

**13.03 Quantity claims and disputes:** The quantity of Products to be delivered are those indicated in the Confirmation. Should the Buyer require higher quantities after Confirmation has been sent, then the Seller shall make reasonable efforts to satisfy Buyer's request but with no obligation whatsoever to deliver any quantity of Products exceeding those indicated in the Confirmation.

**13.03.1** The Buyer's representative shall, together with Seller's or Physical Supplier's representative measure and verify the quantities of Products delivered from the tank from which delivery is made. For bulk deliveries, delivery barges, wagons and vehicles must be checked by tank dipping to measure the contents and ensure full turnout. Flow meters must be checked for seals, correct settings and calibration, and general condition. All of these checks must be carried out before and after delivery of each consignment and each barge, wagon or vehicle tank load. The Delivery must be supervised at all times and care must be taken in ensuring that all documentation is complete and accurate before signing

and stamping. Any discrepancies must be recorded on the Seller / Physical Supplier's delivery receipt. The Seller shall reject claims for short delivery where these receiving procedures are not followed. In any case, should bunker quantity be subject to determination by local custom authorities, it is understood that the quantity binding upon the parties shall be exclusively the one resulting from such determination, and afterwards indicated in the pertinent document delivered by the authority mentioned above.

**13.03.2** The Seller will not accept a claim for short delivery based upon figures obtained by measuring Products in the Vessel's tanks as well as findings of any surveyor appointed unilaterally by the Buyer. When Product is supplied by barge, the particular barge will present its tank calibration and ullage sounding records, which are considered to be the sole valid and binding documents to determine the quantity supplied. Quantities calculated from the Vessel's sounding shall not be considered.

**13.03.3** Should the Buyer's representative fail or decline to verify the quantities, the measurements of quantities made by the Seller or Physical supplier shall be final, conclusive and binding, and the Buyer shall be deemed to have waived any and all claims in regard to any variance.

**13.03.4** Buyer expressly undertakes not to make any endorsement, complaint/comment on the receipt issued in respect of the Delivery when presented for signature. In the event of complaint/comment on the quantity of Product delivered, the Buyer or the Master of the Vessel shall give to the Seller or Physical Supplier at the time of loading a letter of protest separately, followed by a formal written Buyer's complaint in detail to the Seller, with full supporting vouchers, in writing within 7 (seven) days from the date of the Delivery. If the Buyer fails to give such letter of protest or such written detailed formal complaint within the mentioned time limits, any Buyer's claim shall be conclusively deemed waived. It is Buyer's responsibility to ensure the notice is timely received by Seller whose confirmation of receipt should always be sought.

**13.03.5** The actual quantity of Products delivered may vary with up to 5 % from the amount specified in the Agreement, with no other consequence than a similar variation to the Price payable to the Seller.

**13.03.6** Claims, if any, are to be settled separately from payment of the Price, which, in all cases, has to be honoured in full without delay.

**13.04 Quality Claims and Disputes:** The Vessel shall upon Delivery test the Products supplied by running her engines or auxiliaries or equipment, for which the Products are supplied, for a minimum of 1 (one) hour to determine that the Products are satisfactory. In the event the Products are not considered satisfactory, the Seller and Physical Supplier are to be notified immediately after such test period has expired.

**13.04.1** It is the duty of the Buyer to instruct Physical Supplier and Vessel's officers and crew to take four (4) representative samples of every consignment and load of the Products on commencement of Delivery in accordance with the custom at Point of Delivery. The four representative samples must be signed, labelled, and sealed by a representative of the Physical Supplier and by an officer of the Vessel or other senior representative of the Buyer. Samples have to be provided with labels showing the Vessel's name, Place of Supply, Point of Delivery, Product name, Delivery Date and seal number. The seal numbers shall be inserted into the Physical Supplier's delivery receipt. By signing and stamping the Physical Supplier's delivery receipt, 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. No other samples shall be considered in relation to the determination of the quality of the Products. If Buyer / Vessel's crew / Vessel's officer fails to attend the sample taking, the samples will be sealed and signed by Physical Supplier only.

**13.04.2** In case that drip sampling is not available on-board the barge, truck or shore tank, samples shall be taken as a composite of each tank from which supplies are made, divided with 1/3 from each the top, mid and bottom of the tanks.

**13.04.3** Two (2) of the samples referred to in Clause 13.04.1 shall be retained by the Seller or Physical Supplier. The other two (2) samples referred to in Clause 13.04.1 must be retained by the Vessel.

**13.04.4** In the event of the Buyer having grounds to believe that the Products supplied does not accord with the relevant description in the Confirmation or is defective, the Buyer shall immediately: a. Take all reasonable steps to mitigate the consequences of having been supplied with possibly defective or incorrect Products. b. Give immediate written notice with full details of the possibly defective or incorrect Products to the Seller together with the Vessel's position, destination and ETA; the quantities and locations of all Products on board the Vessel/stored in the Vessel, the rate and quantity of consumption since delivery and the location immediately prior to consumption of Products consumed; for each of the three preceding deliveries to the Vessel, the quantity, quality and specification of Products supplied, the place and date of supply, and the name of the Physical Supplier. c. Inform the Seller of the whereabouts of the Buyer's samples referred to in Clause 13.04.1.

**13.04.5** In the event of a dispute in regard to the quality of the Product delivered, the samples referred to in Clause 13.04.1 and stored by the Seller or Physical Supplier (a "Barge Retained Sample"), shall be deemed to be conclusive and final evidence of the quality of the Products delivered. One, and only one, Barge Retained Sample shall be forwarded to an independent laboratory to perform a set of tests, the result of which are to be made available to both parties. Those test results shall be final and binding upon both the Buyer and the Seller as to the parameters tested. The parties are to use best endeavours to agree the independent laboratory to perform the tests. If, however, no agreement can be reached on the choice of laboratory within three (3) days of the Buyer being advised of the Seller opting to have the sample tested, the Seller is at liberty to send the sample to a reputable and independent laboratory of its choice for the tests to be conducted, and those test result will be final and binding upon Buyer and Seller as set out above. Analysis costs to be paid by the Buyer if the Products if found in order, or by the Seller if it is found out of the agreed specifications.

**13.04.6** The seal of a Barge Retained Sample must be breached only in presence of the Seller unless the Seller declares in writing that it will not be present during seal breaking; and parties shall have the right to appoint independent person(s) or institute(s) to witness seal breaking. No other samples shall be allowed as (additional) evidence or shall be tested concurrently with the Barge Retained Sample. If any of the seals of the Barge Retained Sample have been removed or tampered with by an unauthorised person or not in presence of the Seller, such sample(s) shall be deemed to have no value as evidence.

**13.04.7** Any other samples drawn by Buyer's personnel either during delivery or at any later date after Delivery shall not be valid as indicator of the quality supplied, and test results from such samples shall not be admitted as evidence in the event of a dispute between the parties. The fact that such samples may bear the signature of personnel on board the barge or tank truck or other delivery conveyance shall have no legal significance as such local personnel have no authority to bind Seller to different contractual terms.

**13.04.8** Notwithstanding provisions of Clause 17, if it is alleged that any equipment or machinery has been damaged by defective Products, full details must be given to the Seller at the earliest opportunity and the item must be preserved and made available for inspection on demand, at any reasonable time or times, to the Seller or its representative.

**13.04.9** Any claim of the Buyer in respect of the quality of the Products shall be notified to the Seller immediately and under no circumstance later than 7 (seven) days after the date of Delivery. It is

Buyer's responsibility to ensure that any notice is received by the Seller, whose confirmation of receipt should always be sought after notice has been given. If the Buyer fails to give written notification within the mentioned time limit, then any quality claim shall be conclusively deemed to have been waived and barred. In case of any complaint, Seller may inspect the Vessel, whether at Buyer's request or otherwise. Such inspection or analysis made in connection herewith shall be made entirely without any obligation on Seller's behalf to consider or act upon any claim or complaint by Buyer or otherwise and shall be entirely without prejudice to Seller's position.

**13.05 Other Claims and Disputes:** Notice of all other claims, specifically excluding any and all claims relating to or associated with those relating to matters of quantity or quality which are subject to the time limits set out in sub-clause 13.03.4 and 13.04.9 above, should be given to the Seller as soon as reasonably possible and in any event no later than seven (7) days after delivery. If the Confirmation provides for a shorter period, such shorter period shall apply. It is Buyer's responsibility to ensure that the notice is received by the Seller whose confirmation of receipt should always be sought. If the Buyer fails to give written notification within the mentioned time limit, any other claim as above shall be conclusively deemed to have been waived.

**13.06 Summary of Time Limits for Submission of Notice of Claim:** Quantity claims and disputes - Seven (7) days. Quality claims and disputes – Seven (7) days. Other claims and disputes – Seven (7) days All of the above terms run from the date of the Delivery and are subject to the provision of shorter time limits in the Confirmation.

**13.07 Submission of Claim Supporting Documentation and Evidence:** As soon as reasonably possible, after providing a timely notice of a claim relating to quantity or quality issues, the Buyer shall furnish to the Seller a sample of the Product delivered to the Buyer's Vessel, and all documentation supporting Buyer's claim, including, but not limited to, all analyses performed on the Products. The Buyer shall immediately give Seller all reasonable opportunity to inspect the Vessel, including, without limitation, its engines, fuel tanks, equipment, logs, records and copies of communications, including communications between the Vessel and the Buyer (and/or between Vessel and owner or operator), as well as communications to and from fuel testing organisations consulted by Buyer or Vessel interests. If the conditions in this subparagraph 13.07 are not met within thirty (30) days of the date the Product was delivered to the Vessel, then any claim in relation thereto shall be deemed waived and barred.

**13.08 A Claim of any nature by Buyer does not relieve Buyer of the responsibility and obligation to make full and timely payment of all amounts billed by Seller. Claims, if any, are to be settled separately from payment of the Price which, in all cases, has to be honoured in full without delay.**

**13.09 One-year time bar:** Any claim by the Buyer against the Seller in respect of quantity, quality or otherwise must be submitted to arbitration in accordance with Clause 21.00 no later than 1 (one) year after the date of delivery. If the claim is not submitted to arbitration within this period, then the claim shall be time-barred.

#### **14.00 WAIVER**

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

#### **15.00 INDEMNITY**

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**15.01** The Buyer shall hold Seller harmless from any and all consequences and / or responsibility arising out of any and all uses of the Products after the Products have been delivered. The Buyer shall also indemnify the Seller in respect of all damage or injury occurring to any person or to any property and against all actions, suits, claims, demands, costs, charges, or expenses arising in connection with the Agreement unless the Buyer proves that this has been caused by the negligence or default of the Seller. Indemnification shall also include all costs, reasonable attorney's fees, and other damages, including, but not limited to, the costs of compelling Buyer to comply with its obligations under Terms and Conditions.

**15.02** The Buyer shall further indemnify and hold harmless Seller, the Physical Supplier, the fuel 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 services or the provision of Products under this Agreement, including claims, damages, losses, penalties or expenses arising under any air, water quality or hazardous waste statute, regulation or ordinance, hereinafter referred to as "Pollution Claims", provided 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 therefrom, or to Pollution Claims, and (b) is not wholly caused by the Seller, the Physical Supplier, the fuel barge contractor, their agents or employees.

**15.03** Without any prejudice to the above provisions, if a spill occurs while the Products are being delivered, the Buyer shall promptly take such actions as are reasonably necessary to remove or clean-up the spilled Products and to mitigate the effect of such spill. The Buyer shall cooperate and render such assistance as required by the Seller in the course of such action. The burden of proof to show the Seller's negligence shall be on the Buyer. The Buyer shall give Seller all documents and other information concerning any spill, or any program for the prevention thereof that are required by the Seller or required by law or regulation applicable at the time and place of delivery.

## **16.00 BUNKER USAGE**

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The Buyer guarantees that the Products shall not be used in any way other than for the propulsion or ordinary operation of the Vessel.

## **17.00 LIABILITY**

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**17.01 Liability:** The Seller shall not be liable to the Buyer for any indirect or consequential losses, including any loss of hire, loss of profit, loss of production, whether arising in contract or in tort.

### **17.02** Limitation of Liability

**17.02.1** The Seller's liability to the Buyer for any loss or damage of whatever nature shall in all circumstances be limited to the lower of either the Price of the Products or USD 50,000.

**17.02.2** In the event of a delay in effecting Delivery giving rise to a claim against the Seller under the terms of the Agreement, the Seller shall only be liable in the event that the delay has been caused by gross negligence or wilful intent, and the Seller shall not be liable to the Buyer for any time loss, demurrage or for loss, damage or expense of any nature whatsoever incurred by Buyer.

**17.02.3** The Seller shall not be liable for supplying defective or improper Products or Products other than as ordered by 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, the Seller's liability, if any, is strictly limited to the cost of replacement of the defective or wrong kind of Product at the date and Place of Supply furnished. The Buyer acknowledges and warrants that it is Buyer's responsibility to test the Product provided, and to ensure that it is proper in all respects prior to the use of such fuel on the Vessel.

## **18.00 INSURANCE**

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The Buyer is responsible for effecting and maintaining in force adequate insurance which will fully protect the Buyer, the Seller and all third parties from all risks, hazards, and perils associated with or arising from the Agreement and Delivery.

#### **19.00 LICENCES, PERMITS AND APPROVALS**

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The Buyer is responsible for obtaining all necessary permits, licenses, and approvals required to enable both parties to execute all of their obligations under the Agreement.

#### **20.00 GOOD PRACTICE**

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The Buyer shall, in addition to observing and complying with the terms of the Agreement, abide by generally accepted good operating practices.

#### **21.00 APPLICABLE LAW AND JURISDICTION**

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These Terms and Conditions, and any Agreement and all claims and disputes arising under or in connection with these Terms and Conditions or an Agreement shall be governed by English law. The General Maritime Law of the United States shall, however, always apply with respect to the existence of a maritime lien, regardless of the country in which the Seller takes legal action. The Seller shall be entitled to assert its rights of lien or attachment or other rights, whether in law, in equity or otherwise, in any jurisdiction where the Vessel may be found.

Any dispute arising out of or in connection with these Terms and Conditions or any Agreement, including any question regarding their/its existence, validity or termination, shall be referred to arbitration in London in accordance with the Arbitration Act 2025 or any statutory modification or re-enactment thereof for the time being in force.

The seat of the arbitration shall be England, even where any hearing takes place outside England. The arbitration proceedings shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The language to be used in the arbitration shall be English.

#### **22.00 SANCTIONS**

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**22.01** The Buyer represents, warrants and undertakes that:

**22.01.1** the Buyer itself;

**22.01.2** any person or entity (i) which the Buyer enters into transactions with, (ii) which beneficially owns or controls the Buyer, or (iii) which is controlled by the same interest(s) that own and/or exercise control over the Buyer;

**22.01.3** the Buyer's contractual counterparty(ies) for the Products and/or any other person or entity further downstream, including the end user;

**22.01.4** the Owner of the Vessel and/or her charterer, operator, manager, agent or Disponent Owner;

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

**22.01.6** the cargo onboard the Vessel and the owner of the cargo is/are not covered by, subject to or the target of any Sanctions Regulations and that the Products will not be used directly or indirectly for any purpose contrary thereto, including any acts of circumventing Sanctions Regulations.

**22.02** If the Buyer at any point becomes aware of a breach, or a potential breach, of clause 22.01, the Buyer must immediately inform the Seller in writing.

**22.03** If the Seller at any point becomes aware of a breach, or a potential breach, of clause 22.01, the Seller shall be entitled to cancel the Agreement and/or exercise other remedies for breach, to notify the relevant authorities in any relevant jurisdiction and/or say or do any act to comply with the laws and regulations of any such authorities and to comply with the Sanctions Regulation, and the Buyer shall indemnify and hold the Seller harmless against any claims, damages, costs, losses, liabilities, and expenses, including but not limited to fines and attorneys' fees, arising as a consequence of any breach of clause 22.01.

**22.04** The Seller will have the right to reject any Vessel nomination which violates any Sanctions Regulations or puts the Seller in breach of any Sanctions Regulations by serving a rejection notice on the Buyer detailing the grounds for the rejection. If the Seller rejects a nomination of a Vessel on these grounds it shall be entitled, at its sole discretion, to (i) require the Buyer to promptly nominate a suitable substitute vessel; or (ii) terminate this Agreement.

**22.05** The service of notice to the Buyer pursuant to Clause 22.04 shall not constitute a breach of this Agreement and the Seller shall not be liable to the Buyer for any losses, claims, costs, expenses, damages or liabilities arising in connection with any such termination or rejection.

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

**22.07** The Buyer shall bear the risk of any Payment Interference. Payment shall always be received by the Seller in the bank account designated by the Seller. The Buyer's payment obligations shall by no means be deemed performed unless the funds are received in full in the Seller's account.

**22.08** Upon demand and without delay, the Buyer is obligated to provide any and all information and documentation to the Seller, as required in the Seller's sole discretion, acting reasonably, for the Seller to perform reasonable compliance screenings or other due diligence to avoid breaching any Sanctions Regulation.

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