

**STANDARD TERMS AND CONDITIONS OF SALE OF MARINE FUEL BY NEW SEA GENERATION S.R.L.**

Except as may otherwise be negotiated by the parties and agreed to in writing, the following terms and conditions shall apply to all sales of marine bunker fuels and related products of whatever type or grade by New Sea Generation Srl to any Buyer as defined below:

**ARTICLE 1 DEFINITIONS AND INCORPORATION**

**1.1** In this document the following terms shall have the following meanings:

**Bunker Confirmation** means a confirmation in writing from the Seller to the Buyer setting forth the particular terms of each sale of Bunker Fuel.

**Bunker Contract** means the Bunker Confirmation and the Standard Terms.

**Bunker Fuel** means marine bunker fuel and related products of whatever type or grade delivered by the Seller, including marine lubricants. **Buyer** means the Buyer under each Bunker Contract, including the entity or entities named in the Bunker Confirmation, together with the Vessel, her master, owners, operators, charterers, any party benefitting from consuming the Bunker Fuel, and any other party ordering the Bunker Fuel, all of whom shall be jointly and severally liable as Buyer under each Bunker Contract.

**Standard Terms** means these terms and conditions in force as of 8 April 2021 and any subsequent amendments thereto.

**Seller** means New Sea Generation Srl with registered address at Via A. Depretis 51 ,80133 Naples , Italy, as identified on the relevant invoice issued in respect the Bunker Contract.

**Vessel** means the Vessel to which a delivery of Bunker Fuel is made and/or onboard which it is consumed, which shall include any on-shore tank, rig, or other unit or installation supplied by the Seller.

**1.2 Incorporation of Standard Terms**

Each sale of Bunker Fuel shall be confirmed by a Bunker Confirmation. The Bunker Confirmation shall incorporate the Standard Terms by reference and the Bunker Confirmation and the Standard Terms together constitute the complete Bunker Contract. The Bunker Contract shall supersede any conflicting terms of other contracts which the Buyer may seek to enforce against the Seller. In particular, any terms not directly aimed at bunker sales transactions may not be enforced against the Seller to the effect they contravene the Bunker Contract.

**ARTICLE 2 PRICE**

**2.1** The price for delivery of Bunker Fuel sold hereunder shall be agreed upon by Buyer and Seller. Buyer shall, in addition to the price, pay all applicable duties, taxes and other such costs including, without limitation, those imposed by governmental authorities, and barging and other delivery charges.

**ARTICLE 3 NOMINATION AND DELIVERIES**

**3.1** The Bunker Fuel order shall be final and binding upon the Seller's circulation of an order confirmation containing the agreed commercial terms for the relevant supply. Should the Buyer disagree with any terms contained therein the Buyer is under an obligation to object to the terms of the order confirmation immediately and in no event not later than 3 hours after circulation of the order confirmation.

**3.2** The Buyer warrants that it is authorised as agent to order Bunker Fuel for the Vessel and that the Seller has a lien on the Vessel for any supplies made under this Bunker Contract. If the party ordering the Bunker Fuel is not the owner of the Vessel, the Buyer assumes the sole

responsibility for communicating the terms and conditions of the Bunker Contract to the owner of the Vessel before the time of delivery.

- 3.3** Unless otherwise agreed Buyer will give Seller at least 3 working days prior written notice of the delivery, specifying the Vessel's estimated date of arrival and method of delivery of Bunker Fuel. Buyer will give Seller's local representative at the delivery port at least 36 working hours advance notice of delivery details. If the Vessel arrives outside the nominated supply time all supplies will be made on a best endeavour basis and subject to adjustment for price increases and/or additional costs incurred.
- 3.4** The time of delivery specified by the Seller is an approximate time unless otherwise specifically agreed between the parties. Where delivery is required outside normal working hours and is permitted by applicable regulations, Buyer will pay all overtime and extra expenses incurred.
- 3.5** Buyer will make all connections and disconnections of the delivery hose and will render all other necessary assistance and equipment to receive delivery. The Buyer shall ensure that the Vessel provides a free, safe and always accessible side for the delivery of bunkers and that all necessary assistance as required by the Seller or the Seller's representative is rendered in connection with the delivery. For safety reasons it is solely the master of the supply barge that determines whether mooring alongside the Vessel is safe, taking weather, swell and forecasts into consideration. If clear and safe berth is unavailable, delivery may be delayed or cancelled by the Seller and all costs incurred will be for the Buyer's account.
- 3.6** In the event that the supply is made by ship-to-ship transfer, any damage caused by contact, collision, swell or any other weather or sea related condition shall be dealt with by the Buyer directly with the owners of the supply barge. The Seller shall not be held liable for any such damages and the Buyer shall indemnify the Seller against any claims arising out of such incident.
- 3.7** Where lightering/barging is employed, lightering/barging charges shall be for the account of Buyer. If Buyer fails to take delivery, in whole or in part, of the quantities nominated, Buyer shall be responsible for any costs resulting from Buyer's failure to take full delivery, as well as for any losses incurred by Seller to downgrade and/or pump back of the fuel.
- 3.8** Buyer will be liable for all demurrage or additional expenses incurred by Seller if Buyer causes delay to the supply of Bunker Fuel. Buyer will also pay for mooring, unmooring and port dues incurred. In addition Buyer will be liable for any expenses incurred by Seller resulting from Buyer's failure to take delivery of the full quantity of Bunker Fuels agreed to by Buyer including but not limited to any loss on the resale of the Bunker Fuels and the Buyer shall bear the risk of the return transport, demurrage on the barge or trucks, storage or selling of the Bunker Fuels.
- 3.9** Buyer shall indemnify and hold harmless Seller against all damage and liabilities arising from any acts or omissions of Buyer or its servants, ship's officers or crew in connection with the delivery of the fuel under this agreement.
- 3.10** If Buyer cancels the nomination for any reason whatsoever any charges incurred are for Buyer's account.

- 3.11** Seller will not be liable for any loss incurred by Buyer due to (a) congestion affecting the physical supplier of Bunker Fuel at the delivery facilities, (b) prior commitments of available barges, (c) local customs, pilots, port or other authorities or (d) to any other delay in delivery.

#### **ARTICLE 4 QUALITY**

- 4.1** Buyer shall have the sole responsibility for the selection of the proper grades of Bunker Fuels for use in the Vessel and the Seller shall not be under any obligation to check whether the grade of Bunker Fuels is suitable for the Vessel. The Bunker Fuels shall be of the same quality generally offered for sale at the time and place of delivery, for the grade of Bunker Fuels ordered by the Buyer. Any implied warranties, including the warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.
- 4.2** Buyer at its own expense has the right to have its representatives present to inspect the Bunker Fuel to be delivered hereunder before it is pumped aboard the Vessel being supplied. Any such inspection must not delay delivery and must take place in the presence of a representative of the Seller.
- 4.3** The Buyer shall be responsible to keep the delivered Bunker Fuel segregated from any Bunker Fuel(s) onboard the Vessel or from a different delivery to the Vessel. In no event shall the Seller be responsible for the quality and compatibility of the Bunker Fuel delivered if the Seller's product is mixed or comingled with any other product(s) onboard the receiving Vessel. The Buyer shall be solely responsible for any losses caused by mixing or comingling the Bunker Fuel with any other oil, including any damage the Bunker Fuel may cause to other products on board the receiving Vessel.

#### **ARTICLE 5 QUANTITY**

- 5.1** The quantity of Bunker Fuel delivered shall be determined from gauges/ullages of the barge or truck effecting delivery or by gauging/ullages of shore tank if delivery is by pipeline. Buyer has the right to have its representatives present during measurements, but determination of quantity shall be made solely by Seller, and will be conclusive. Should the Buyer's representative fail or decline to verify the quantities, the measurements of quantities made by the physical supplier of Bunker Fuel shall be conclusive and the Buyer shall in such case have waived any claims with respect to variance.

#### **ARTICLE 6 SAMPLING**

- 6.1** The Seller or its representatives shall arrange for samples to be drawn at the time of delivery of the Bunker Fuel. Unless otherwise agreed between the Seller and Buyer prior to entering into the Bunker Contract, the samples shall be drawn from a point and in a manner chosen by the Seller or its representatives in accordance with the customary sampling procedures at the port or place of delivery of the Bunker Fuel.
- 6.2** The sampling mentioned in paragraph 6.1 shall be performed in the presence of the Seller or its representatives and the Buyer or its representatives, but the absence of the Buyer or its representatives during all or any part of the sampling process shall not prejudice the validity of the samples.
- 6.3** On completion of sampling, all samples drawn by the Seller or its representatives are to be sealed, labelled and signed by both Seller or its representatives and Buyer or its

representatives. Two samples shall be retained by the Buyer or its representatives, one of these shall be the MARPOL compliant sample. The remaining samples shall be retained by the Seller or its representatives.

- 6.4** In the event of a dispute concerning the quality of the Bunker Fuel, one, and only one of the samples retained by the Seller with a seal number reflected on the bunker delivery note, shall be forwarded for testing to an independent laboratory mutually appointed by the Buyer and Seller. The results of the analysis of the sample shall be conclusive to determine the quality of the Bunker Fuel supplied. Analysis results of the Seller's or its representative's drawn samples will be the sole binding evidence for the quality of the Bunker Fuel supplied to the Vessel. Where standard specifications are being given or referred to, tolerances in accordance with ISO 4259 in respect of reproducibility or repeatability in quality are to be accepted without compensation or consequences whatsoever.
- 6.5** No samples drawn by the Buyer's personnel or samples subsequently taken shall be allowed as evidence of the quality of the Bunker Fuel. If any seals have been removed or tampered with by an unauthorised person, such samples shall be deemed to have no value as evidence.
- 6.6** If the Seller and the Buyer cannot agree on an independent laboratory to perform mutual analysis or if the Buyer fails to reply to the Seller's notice hereof within 7 days from receipt of such notice, the Seller can at its sole discretion decide which laboratory to perform the analysis, which shall be final and binding for all parties involved.

#### **ARTICLE 7 RISK AND TITLE**

- 7.1** Risk in the Bunker Fuel, including loss, damage, deterioration, evaporation, or any other condition or incidents related thereto shall pass to the Buyer as the Bunker Fuel passes the fixed bunker connections on the delivering vessel or truck. The buyer warrants that representatives from the Vessel shall be responsible for ensuring that the Bunker Fuel is received in a safe way.
- 7.2** Title in the Bunker Fuel shall remain with the Seller until the Buyer has paid for the Bunker Fuel in full. Until that time, the Buyer shall hold the Bunker Fuel as bailee, store it in such a way that it can be identified as the Seller's property and keep it separate from Buyer's own property and the property of any other person. In the event that the Buyer fails to make payment in accordance with Article 8, the Seller has the right to demand immediate return of the Bunker Fuel and any party other than the Buyer who consumes the Bunker Fuel shall be liable to the Seller in conversion.

#### **ARTICLE 8 PAYMENT**

- 8.1** Payment shall be made by bank transfer in full without any set-off, counterclaim, deduction and/or discount free of bank charges to the bank account identified by the Seller in the invoice. If the Buyer fails to make payment in full by reference to an alleged counterclaim the Seller shall be entitled to claim an additional penalty fee of **20 percent** of the purchase price.
- 8.2** If not otherwise specifically agreed between Buyer and Seller at time of ordering, the confirmed costs including possible additional extra costs are only valid for delivery performed to the Vessel on the agreed and confirmed delivery date(s). Should the date(s) of delivery for any reason change, the Seller is entitled to change the price. In the event that any invoice is not paid in due time, the Seller shall be entitled, at its sole discretion, to specify any particular

invoice or part thereof to which any subsequent payment(s) shall be applied, including, but not limited to, payment covering interest charges, legal fees and other charges. Moreover, the Buyer shall indemnify the Seller against any loss which is caused by adverse currency fluctuations between the invoice currency and the value of the US Dollar from the latest due date of the invoice until the date on which payment is made.

- 8.3** Unless a longer or shorter period is set out in the Bunker Confirmation, payment is to be received by Seller within a period of **30 days** from the date of delivery. Any delay in payment of the full sum shall entitle Seller to interest at the rate of 3 percent per month compounded unless the parties have agreed to any other specific interest rate as set out in the invoice. In addition to interest, Seller is entitled to charge a delayed payment administration fee of USD 1.50 per metric ton supplied with a minimum administration fee of USD 500 for each delivery made. All reasonable attorneys' fees incurred by the Seller in connection with the collection of overdue payments shall be for the sole account of the Buyer.
- 8.4** Notwithstanding any agreement to the contrary, payment will be due immediately and the Seller shall be entitled to cancel all outstanding stems and/or withhold future deliveries in case of: (i) bankruptcy, liquidation or suspension of payment or comparable situation of the Buyer, (ii) arrest of assets of the Buyer including, but not limited to, the Vessel (iii) liquidation/bankruptcy or any other changed financial or legal position of the parent company, sister companies or affiliated companies to the Buyer which in the sole discretion of the Seller is deemed to adversely affect the financial position of the Buyer (iv) if the Buyer fails to pay any invoice to the Seller at the time of maturity set forth in such invoice, (v) if the Buyer fails to comply with any other obligation pursuant to the Bunker Contract, including, but not limited to, the Buyer's failure to take delivery of Bunker Fuels in full or in part, or (vi) in case of any other situation, which in the sole discretion of the Seller is deemed to adversely affect the financial position of the Buyer. In any of the foregoing situations the Seller shall have the option to either (a) cancel the Bunker Contract, (b) to store the Bunker Fuel in full or in part for the Buyer's account and risk, (c) to demand that the Buyer complies with its obligations pursuant to the Bunker Contract or (d) to make use of any other remedy available under the law.
- 8.5** Sales shall be made on the credit of the receiving Vessel, as well as on the credit of the Buyer, and the amount due on the purchase price, together with all delivery and other charges forming part of the agreement of sale, shall become a maritime lien against the Vessel immediately upon delivery.
- 8.6** Any notice or any stamp in the bunker delivery receipt or similar shall be invalid and cannot waive the Seller's maritime lien on the Vessel unless the Buyer has notified the Seller of its intention to exclude the liability of the Vessel at least 12 hours in advance of the supply. Notification to the physical supplier of Bunker Fuel shall in any event have no effect as the Seller is unable to take immediate reaction to halt a supply in case the Vessel intends to exclude its liability for a supply or otherwise attempts to vary the agreement. Both parties acknowledge that any stamps inserted in the bunker delivery receipt after the supply of Bunker Fuel has taken place can in no event affect the liability of Buyer and the Vessel.
- 8.7** Should the Bunker Fuel be purchased by a manager, broker or agent then such manager, broker or agent as well as the Buyer shall be bound by and liable for all obligations as fully and completely as if they were themselves the Buyer whether such principal be disclosed or undisclosed and whether or not such manager, broker or agent purports to contract as manager, broker or agent only. Furthermore, delivery shall always take place for the account of the

registered owners and for the account of the current charterers all of whom shall be jointly and severally liable for the payment of the delivery as Buyers. The Buyer warrants that it is authorized as agent to order the Bunker Fuel for delivery to the Vessel, and that the Seller has a lien on the Vessel for its claim.

- 8.8** Where the Seller has extended any kind of credit facility to a group of companies or associated companies, default by any one relevant Buyer in respect of any invoice of the Seller shall give the right to the Seller to cancel all credit arrangements of the entire group or of the associated companies.
- 8.9** In addition to other rights available to the Seller, if the Buyer has not made payment by the due date, the Buyer agrees that effective from the due date of payment, an assignment shall take place of all the Buyer's rights, interest and claims, including rights of action in rem against the Vessel and/or claims in personam against her owners and/or charterers and/or managers, arising in connection with the Buyer's sale of such Bunker Fuel to any Owner of the Vessel, and/or Charterers, operators, managers and/or agents. No further agreement is required from the Buyer for such an assignment to take effect in law and/or equity. The Seller may then if it so wishes bring any action (including any action in rem against the Vessel) in the Buyer's name or jointly in the names of Seller and Buyer. The Buyer irrevocably consents to have itself named as the plaintiff or co-plaintiff in such action and hereby authorizes the Seller to take all steps in connection with the commencement and continuance of such action, including the terms on which such claim may be settled, whether in its sole name or jointly. It is hereby agreed that the Seller has the sole right to retain for itself any sums recovered from a third party pursuant to this article, Any claim brought against a third party under this article shall be entirely without prejudice to the other claims or rights the Seller may have against the Buyer under this contract, which claims or rights shall remain in full force and effect. The recovery of any sums under this article from a third party shall not reduce or by way of set-off be allowed to diminish the amounts which may be owed to Seller by the Buyer.

#### **ARTICLE 9 ARREST OF VESSEL**

- 9.1** The Bunker Fuel supplied to the Vessel is sold and delivered on the credit of the Vessel, as well as on the promise of the Buyer to pay therefore, and the Buyer agrees and warrants that the Seller shall have and may assert a 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 the Buyer, for the amount due for the Bunker Fuel and the delivery thereof. The laws of the United States, including but not limited to the Commercial Instruments and Maritime Lien Act, shall always apply with respect to the existence of a maritime lien, regardless of the jurisdiction in which Seller takes legal action. Nothing in this Bunker Contract shall be construed to limit the rights or legal remedies that the Seller may enjoy against the Vessel or the Buyer in any jurisdiction.
- 9.2** The lien contained in this article shall extend to the Vessel's freight and/or hire payments for the particular voyage during which the Bunker Fuel was supplied and to freights and/or hire of all subsequent voyages.

#### **ARTICLE 10 CLAIMS**

- 10.1** The quantity of Bunker Fuel delivered shall be determined in accordance with Article 5.1. Any claim regarding the quantity of the Bunker Fuel delivered shall be notified by telephone as well as in writing by the Buyer or the master of the Vessel to the Seller immediately when

the dispute occurs and while the delivery hoses are still connected. In the event that immediate verbal as well as written notice is not made, such claim shall be deemed to be waived and barred. A notification inserted in the bunker delivery note or in a separate protest handed to the physical supplier of Bunker Fuel shall not qualify as notice under this section 10.1 and the Seller shall under no circumstances be deemed to have accepted such notice or protest handed to the physical supplier.

- 10.2** Quantity claims can be avoided by ensuring proper Pre-delivery and Post-delivery checking by the duty Officer of the Vessel or any other senior representative of the Customer (“the Procedures”). The delivery must be supervised at all times, and documentations be checked to ensure complete and accurate, with signings and stampings. Any discrepancies must be indicated on the bunker delivery note. Failure in proper Documentations and/or Procedures will not substantiate a Claim. The Seller will reject Claims whereby these Procedures are not followed. For the avoidance of doubt, the Seller will not accept a Claim for short delivery based on figures obtained by measuring Bunker Fuel in the Vessel’s tanks.
- 10.3** Any claim regarding the quality of the Bunker Fuel delivered shall be presented in writing to the Seller as soon as an alleged quality problem has occurred or the Buyer is notified of any alleged problem and in any event no later than within 12 days from the date of delivery to the Vessel. Should the Buyer fail to make timely notification of any claim regarding the quality of the Bunker Fuel the claim shall be deemed waived and barred.
- 10.4** In the event of any claim presented in accordance with Section 10.1 and 10.3, the Buyer shall:
- Cooperate with the Seller and make all necessary arrangements for the Seller or its representatives to investigate such claim, including but not limited to the boarding and inspection of the Vessel, the interviewing of crew and the review and copying of Vessel documents.
  - Take all reasonable steps and actions to mitigate any damages, losses, costs and expenses related to any claim of alleged off-specification or defective Bunker Fuel. If the Bunker Fuel deviates from specifications, the Buyer shall use all reasonable endeavours to mitigate the consequences hereof and shall burn the Bunker Fuel if possible even if this requires employment of purification tools or other similar measures.
  - Take all reasonable steps to preserve the Seller’s recourse against the physical supplier of Bunker Fuel or any culpable third party.
- 10.5** A breach by the Buyer of any part of Article 10.4 above will entitle the Seller to set off losses caused by the breach against any liability to the Buyer.
- 10.6** Any claims against the Seller in respect of this contract shall be brought before the relevant court or arbitral tribunal in accordance with Article 19/20 within 3 months of the date of delivery of the Bunker Fuel, failing which such claims shall be deemed waived time barred.
- 10.7** Buyer’s submission of any claim does not relieve it of responsibility to make full payments as required under Article 8 and Buyer shall not be entitled to set off any claim from payment.

## **ARTICLE 11 LIABILITY**

- 11.1** The Seller’s liability for any claim whatsoever, however arising under the Contract whether caused by negligence or not, whether based in tort or contract shall be limited to the value of the Bunkers Fuel as set out in the invoice.

- 11.2** The Seller shall under no circumstances be liable for any consequential losses whatsoever, including, without limitation, delay, detention, demurrage, charter hire, crew wages, pilotage, towage, port charges, loss of profits or increased cost or expenses for obtaining replacement fuel. In no event shall the Seller be liable for punitive damages.
- 11.3** Any liability for damage to the Vessel shall in any event be reduced by 20 percent of the invoice value of spare parts for each year or fraction thereof in which the replaced part has been in use.
- 11.4** The Buyer undertakes to indemnify the Seller against any claims, losses or costs of whatever kind related to the Bunker Contract instituted by third parties against the Seller to the extent such claims exceeds the Seller's liability towards the Buyer according to section 11.1.

#### **ARTICLE 12 TAXES**

- 12.1** All prices are excluding VAT and/or taxes unless otherwise agreed as stated in section 2.1. The Seller is entitled, at any time, to charge additional VAT and/or taxes if incurred from local authorities. Buyer shall pay Seller the amount of all excise duties, VAT, GST, gross receipts, imports, motorfuel, superfund, spill taxes, and all other applicable taxes.

#### **ARTICLE 13 FORCE MAJEURE**

- 13.1** The Seller shall not be liable for any loss or damage of whatever nature resulting from any delay or failure in performance under the Bunker Contract:
- (i) caused by any circumstance beyond the Seller's direct control, or
  - (ii) if the supply or source of the Bunker Fuel from any facility of production, distribution, storage, transportation or delivery contemplated or intended by the physical supplier of Bunker Fuel is disrupted, unavailable or inadequate due to war or war-like situations, riots, strikes, congestion, governmental order or intervention, unavailability of barges or other means of transport or stem, weather, act of God, changed market conditions, or similar situations.
- 13.2** In the event of a failure of performance as provided in Section 13.1, the Seller may, but is under no obligation, to source, procure or obtain alternative Bunker Fuel or product, and in such case the Seller shall be entitled to receive from the Buyer payment of any additional costs of performance.
- 13.3** The Buyer shall have no right of cancellation of the Bunker Contract due to Force Majeure as stated in Section 13.1.

#### **ARTICLE 14 INDEMNITY**

- 14.1** Buyer shall indemnify and hold harmless Seller from and against all claims, damages, losses and expenses, including attorney fees, arising out of, or resulting from performance of the providing of Bunker Fuel under the Bunker Contract, including claims, damages, losses, penalties or expenses under any statute, regulation or ordinance or damage to property or injury or death of any person arising out of or in any way connected with the fault of the Buyer or its agents as servants in receiving, using, storing or transporting the fuel delivered hereunder.

#### **ARTICLE 15 COLLECTION AND INDEMNITY**

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

#### **ARTICLE 16 SAFETY**

- 16.1** It shall be the sole responsibility of the Buyer to ensure that the Vessel, its crew and those responsible for its operation and management observe and comply with all health, safety and environmental laws and regulations with regard to the receipt, handling and use of the Bunker Fuel.

#### **ARTICLE 17 ENVIRONMENTAL PROTECTION**

- 17.1** In the event of a spill or discharge, before, during or after supplying the Bunker Fuel, Buyer and the Vessel shall, at their own expense, immediately take whatever action is necessary to give prompt notice to the official bodies and to effect cleanup. Failing prompt action, Buyer and the Vessel authorize Seller to conduct and/or contract for such cleanup at Buyer's and Vessel's expense. Buyer warrants that the Vessel is in compliance with all national, state and local statutes, regulations and ordinances, including those requiring proof of financial ability in regard to spills or discharges of oil. Buyer shall hold Seller harmless as to any delays, claims, losses, expenses or penalties arising from breach by Buyer of this warranty, including attorney fees.

#### **ARTICLE 18 BREACH AND CANCELLATION – INTERNATIONAL SANCTIONS**

- 18.1** The Seller has the option to immediately cancel the Bunker Contract for the account and risk of the Buyer if at any time the Seller, in its sole discretion, has reasonable grounds to believe that the Vessel, the charterer, owners, operators, managers or officers of the Vessel, or any other person or entity in any way related to the Bunker Contract or the delivery is or are: 1) Listed on the US OFAC Specially Designated Nationals List; or 2) Covered by any US, UN- and/or EU sanctions; or 3) Covered by any sanctions of any other jurisdiction and/or administration. Under no circumstances can the Seller be held liable for any loss, delays, claims or damages of whatever kind suffered by the Buyer due to a cancellation under this Article. The Buyer must inform the Seller immediately the Buyer becomes aware of or has reasons to believe that any of the above items 1) to 3) are fulfilled/apply. Should the Buyer breach its obligation to inform the Seller, the Buyer shall fully indemnify and keep the Seller harmless for any damage or loss caused by such breach, including consequential damages.
- 18.2** The Buyer acknowledges that any agreements with the Seller and any actions related to such agreements as well as any interaction with third parties related to such agreements are covered by certain anticorruption laws and regulations which can include any anticorruption law, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act or similar local regulation in countries relevant for the Bunker Contract. The Buyer declares to comply with all applicable anticorruption laws and regulations and agrees that the Buyer has not, and will not, offer, promise, pay, or authorize the payment of any money or anything of value, or take any action in furtherance of such a payment, whether by direct or indirect means, to any public official or private individual to influence the decision of such person in the performance of his duties to a government or to his company. Any breach of this

clause will void the Bunker Contract and in the sole discretion of the Seller any other contract between the parties, making any claims for delivery or any other obligation of the Seller under this Bunker Contract void. The Buyer is liable for all and any costs or losses incurred (including the payment of the purchase price) by the Seller due to such breach and/or the Bunker Contract becoming void as a consequence.

## **ARTICLE 19 GOVERNING LAW**

**19.1** The Bunker Contract shall be governed by the laws of England. U.S. law shall however apply with respect to the existence of a maritime lien, regardless of the country in which Seller takes legal action.

## **ARTICLE 20 ARBITRATION**

**20.1** Any dispute between the parties arising out of or in connection with the Bunker Contract, including any disputes regarding the existence, validity or termination, shall be settled by arbitration in London arranged by the London Maritime Arbitrators Association in accordance with the rules of arbitration procedure adopted by the London Maritime Arbitrators Association and in force at the time when such proceedings are commenced.

**20.2** Notwithstanding section 20.1 above, the Seller shall be entitled to avail itself of any and all remedies under maritime law to obtain security for its claims against the Vessel, her owners, agents, managers, servants, buyers and/or charterers including but not limited to Vessel arrest and attachment procedures. Where the Seller elects to take such action the Seller has the option to submit to the jurisdiction of the Court where security is obtained and to the substantive and procedural laws of that jurisdiction.

## **ARTICLE 21 MISCELLANEOUS**

**21.1** If any part of this agreement is declared invalid, it shall not affect the validity of the remainder of the agreement or any part thereof.

**21.2** In no event shall the Seller be liable for punitive damages.

**21.3** For the protection against fraud schemes, the Buyer shall obtain oral and written confirmation from its usual contact person within the Sellers organization prior to effecting any payment pursuant to changed payment instructions. If for any reason the Buyer receives payment information from anyone purporting to represent the Seller or purporting to be part of Sellers organization, which deviates from the account information previously received from the Seller, the Buyer must immediately contact its usual contact person within the Seller's organization both by telephone and e-mail to ensure that the new bank account information is correct. The Seller undertakes no liability for payments made to accounts not identified by the Seller in the invoice.

**21.4** These terms and conditions shall be effective as of 8 April 2021 at 00:01 hours GMT and shall apply to any Bunker Contracts concluded after this time.

## **ARTICLE 22 SECTION HEADINGS**

**22.1** The headings of each section herein are descriptive only, and are provided for organizational purposes.