



General Terms and Conditions for the Sale of Marine Fuel & Other Products (2023)

The General Terms and Conditions as set out herein are agreed between SFI Energy Pte Ltd of Singapore (hereinafter referred to as the “Seller”) and the Buyer as defined below (hereinafter referred to as the “Buyer”) to apply to and are incorporated into all offers, quotations and all agreements for the sale(s) of marine fuel and other products whether or not contained in or evidenced by the Seller’s Sales Confirmation issued for the said sale(s) (hereinafter referred to as the “Sales Confirmation”).

Unless otherwise agreed in writing between the Seller and the Buyer, these General Terms and Conditions, which supersede any earlier terms and conditions issued by the Seller, shall override any terms and conditions stipulated, incorporated or referred to by the Buyer whether in its order, stamping of document or elsewhere.

1. DEFINITIONS

1.1 Agreement

means the agreement made between the Seller and the Buyer for the sale of the Product whether or not contained in or evidenced by the Sales Confirmation and the terms and conditions set out herein.

1.2 Buyer

means the buyer described in the Sales Confirmation together with its servant, agent, principal, associate, subsidiary, the Vessel supplied, her owner, disponent owner, charterer, operator, manager, any other party ordering the marine fuel and/or other products and any party benefitting from consuming the Product.

1.3 Delivery

means delivery of the Product to the receiving Vessel and shall be deemed completed when the Product passes the flange connecting the Seller’s delivery facilities with the receiving facilities provided by the Buyer.

1.4 Due Date

means the date as specified in the Sales Confirmation and/or subsequently on the Seller’s invoice as to when payment for the Product is due from the Buyer.

1.5 ISO8217

means the ISO 8217 standard for marine fuels as referred to in the Seller’s Sales Confirmation.

1.6 Place of Delivery

means at safe berths, mooring points, anchorages or rendezvous positions as specified in the Seller’s Sales Confirmation or as may be subsequently revised by the Seller.

1.7 Product

means the product(s) as specified in the Sales Confirmation such as marine fuel, lubricants and other oil products.

1.8 Seller

means the company SFI Energy Pte Ltd of Singapore including its servants, agents, sub-contractor, assigns and any person(s) acting under the its instructions in fulfillment of or compliance with this Agreement.

1.9 Singular and Plural

Unless the context otherwise requires, all references in the Agreement to words importing the singular number include the plural number and vice versa.



1.10 SS 600 : 2022

means the Singapore Standard as approved by the Chemical Standards Committee on behalf of the Standards Council of Singapore on 26th July 2022, Code of practice for bunkering by bunker tankers using tank gauging, including any subsequent addition, amendments or attachments from the relevant authorities.

1.11 SS 648 : 2019

means the Singapore Standard as approved by the Chemical Standards Committee on behalf of the Standards Council of Singapore on 23rd September 2019, Code of practice for bunker mass flow metering, including any subsequent addition, amendments or attachments from the relevant authorities.

1.12 Vessel

means the vessel nominated to receive the Product or the vessel to which the Product is supplied and/or on board which the Product is consumed.

2. HEADINGS

2.1 The heading of Clauses and Paragraphs are for convenience of reference only and shall not affect the interpretation of this Agreement.

3. INTERPRETATION

3.1 In the event of any conflicts, inconsistencies or discrepancies between these General Terms and Conditions and those in the Sales Confirmation, the provisions in the Sales Confirmation shall prevail.

4. ENTIRETY

4.1 The terms and conditions as set out herein together with the Seller's Sales Confirmation form the entire Agreement between the Seller and the Buyer for the Sale of the Product. No modification, waiver or discharge of any term of the Agreement shall be valid unless in writing and signed by the Seller. The failure or forbearance by the Seller to enforce any of its rights against the Buyer or any indulgence granted by the Seller to the Buyer shall not be construed as a waiver of that right or any other rights or in any way affect the validity of this Agreement.

4.2 Should any term or provision in the Agreement or part thereof be found by a Court or Tribunal to be invalid or unenforceable, such term, provision or part thereof shall be treated as deleted from the Agreement and the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect.

5. ASSIGNMENT

5.1 The Buyer shall not assign any of its interest, benefits or privileges in the Agreement in whole or in part to any party without the Seller's approval in writing. However, the Seller shall have the option of assigning this Agreement.

6. FORCE MAJEURE

6.1 The Seller shall not be liable for any failure to fulfill the terms and conditions of this Agreement if the fulfillment has been delayed, hindered or prevented by any circumstances whatsoever which are not within the immediate control of the Seller, including (without prejudice to the generality of the foregoing) but not limited to: any strikes, industrial actions, blockades, lockouts, riots, outbreak of war or hostilities or warlike operations or civil war or civil commotions or revolutions, labour disputes or reasonable apprehension thereof, fire, flood, accidents, storms, perils of the sea or any act of God, any duly constituted authority or governmental order, request or restriction, statutes, rules, regulations or bye-laws, any restriction, limitation, curtailment, failure, cessation or interruption to existing or contemplated sources of supply (whether in fact sources of supply for the purpose of any Contract or not) of the Product or the means of supply thereof ("force majeure events").



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- 6.2 If by reason of any of the force majeure events, either the availability from any of the Seller's sources of supply of the Product or the normal means of transport of such Products is delayed, hindered, interfered with, curtailed, or prevented, then the Seller shall be at liberty to withhold, reduce or suspend deliveries under any contract to such extent as the Seller may in its absolute discretion think fit and the Seller shall not be bound to acquire by purchase or otherwise additional quantities from other suppliers. Any additional quantities which the Seller does acquire from other suppliers or from alternative sources may be used by the Seller at its complete discretion and need not to be taken into account by the Seller for the purpose of determining the extent to which it is to withhold, reduce or suspend deliveries under any contract. If the Buyer chooses to purchase from other suppliers due to any such steps taken by the Seller, the Seller shall not be responsible for any additional cost thereby incurred by the buyer.
- 6.3 This provision does not relieve the Buyer from its full obligations to make payment of all amounts due to the Seller under this Agreement and in accordance with the terms and conditions as set out herein.

7. AGENT'S AND BUYER'S WARRANTIES AND LIABILITIES

- 7.1 If any order is being placed by an agent for a principal as Buyer or by the Buyer on behalf of its principal, then such agent and Buyer, as the case may be, shall be jointly and severally liable to perform the Buyer's obligation under the Agreement notwithstanding that the party with whom the Seller is corresponding purports to contract as a mere agent.
- 7.2 The Buyer, if not the owner of the Vessel, expressly warrants that it has the full authority of the owner of the Vessel to act on the latter's behalf in entering into the Agreement and/or to accept the terms and conditions herein and has the authority of the owner to contract on the owner's personal credit and on the credit of the Vessel. The Buyer further warrants that he has given or will give notice of the terms of the Agreement, in particular, this Clause 7, Clause 10 and Clause 15, to the owner.
- 7.3 Notwithstanding any term to the contrary in the Agreement, each and every party defined as a Buyer herein shall be jointly and severally liable to perform the Buyer's obligations under this Agreement.
- 7.4 Where the Buyer acts as an intermediate party between the Seller and the Vessel, her owner, charterer, operator or other agent (the "Vessel Interests"), or any other intermediate party, the Buyer hereby assigns to the Seller all rights, title and interests in any claim it may have to seek payment from the Vessel Interests or such other intermediate party relating to the supply of the Product, including but not limited to any maritime lien the Buyer may have against the Vessel, up to the full extent of any outstanding amounts due from the Buyer to the Seller under the Agreement, including interest and costs.

8. NOTICES

- 8.1 The Buyer must provide not less than three (3) working days' written notice to the Seller of the Vessel's readiness to receive the Product and all information necessary for the Seller to comply with its delivery obligations under the Contract. Such notice shall be provided during the Seller's normal working hours, from Monday to Friday.
- 8.2 It is the sole responsibility and duty of the Buyer or its agents to liaise closely with the Seller so as to ensure compliance with these provisions.

9. DELIVERY

- 9.1 The Seller's obligation to make delivery hereunder is subject to the availability of the particular Product shown in the Seller's Sales Confirmation.
- 9.2 If the Seller at any time and for any reason believes that there may be a shortage of Product at the place of Delivery, it may allocate its available Products among its buyers in such manner as it may decide and in its absolute discretion. The Seller shall not be required to deliver the Product for export of which a government or port or other permit is required and has not been obtained by the Buyer.
- 9.3 The Buyer shall be responsible for obtaining all necessary permits, licenses and approvals required to enable the Seller and Buyer to execute the entirety of their respective obligations under this Agreement.



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- 9.4 Delivery shall be made in one or more consignments at the place of Delivery by such means as the Seller deems appropriate.
- 9.5 The place of Delivery shall be at a place permitted by the port regulations or authorities concerned. If it is in the opinion of the Seller that the delivery will likely cause a labour dispute with its employees, the Buyer shall be required to provide its own bunker tanker at its own cost and expense notwithstanding what had been agreed in the Seller's Sales Confirmation.
- 9.6 Subject to the availability of the Product, the availability of facilities at the place of Delivery and the Buyer providing the required notice in accordance with Clause 8 hereof, the Seller will use its reasonable endeavour to ensure that the Product will be delivered promptly upon the Vessel's arrival and the Seller shall not in any way be responsible for any loss, expense, damage, demurrage, detention or increased costs incurred in consequence of the Vessel not being supplied promptly or otherwise being delayed or restrained for any reason whatsoever.
- 9.7 For delivery by bunker tankers, the Buyer shall at its own expense provide a clear and safe berth or safe anchorage for the bunker tanker to proceed and remain safely alongside the receiving Vessel and shall provide all necessary facilities and assistance required to effect delivery. The Buyer agrees to pay and indemnify the Seller against all claims and expenses in respect of any loss, damage or delay caused by the receiving Vessel to the delivering bunker tanker.
- 9.8 The Buyer and the receiving Vessel shall assist in the safe mooring of the bunker tanker and make all connection/disconnection between the delivery hoses or the pipelines and the intake pipe of the receiving Vessel. The Buyer shall render all necessary assistance and provide sufficient tank space and equipment to promptly receive each and every consignment of the Product. It is the Buyer's and the receiving Vessel's responsibility to ensure that the Product is being received at a safe rate and pressure and that all receiving equipment utilized are fully functional, oil tight, and in good working order and condition and in every way fit to receive the Product safely. The Buyer warrants that the Vessel shall provide safe access to and onboard her for the Seller's representative and the crew of the bunker tanker to carry out their work safely on board the Vessel and shall indemnify the Seller for any failure on the part of the Vessel to so provide.
- 9.9 The receiving Vessel will be bunkered in turn as promptly as circumstances permit and the Seller shall not in any way be liable for demurrage or for any loss due to congestion at load port or to prior commitments of available bunker tanker, or when in Seller's opinion clear and safe berth is unavailable.
- 9.10 In the event that the receiving Vessel's arrival at the place of Delivery is later than the date of Delivery as stated in the Seller's Sales Confirmation, or the receiving Vessel refuses to receive the Product expeditiously for whatsoever reason, the Buyer and the receiving Vessel shall be jointly and severally liable to the Seller for all losses, additional expenses, charges arising therefrom including without limitation, demurrage at the Seller's established rates and any increase in the price of the Product.
- 9.11 In the event that the receiving Vessel arrives earlier or later than the date of Delivery as stated in the Seller's Sales Confirmation or she is unable or refuses to receive the Product (see Clause 9.17), the Product will be delivered by the Seller on a reasonable endeavour basis and the Seller is under no obligation whatsoever to effect prompt delivery and any guarantee or warranty given expressly or impliedly as to prompt delivery is hereby expressly excluded.
- 9.12 In the event that the receiving Vessel's representative or crew has accepted the quantity of the Product delivered as evinced by the receiving Vessel's representative's or crew's signature on the bunker delivery note and there is no further written request from the receiving Vessel to the Seller's bunker tanker prior to the disconnection of the bunker hose, the quantity as shown on the bunker delivery receipt or bunker delivery note shall be deemed final and complete and there shall be no further obligation on the Seller to deliver up to the nominated quantity as specified in the Seller's Sales Confirmation and the Buyer shall not have any claims against the Seller for any short delivery. However, the Seller shall have the right to claim against the Buyer for any losses incurred including but not limited to loss of profit on the difference in quantity delivered and the nominated quantity.
- 9.13 Quantity of the Product delivered shall be determined as follows:
- 9.13.1 Where the Coriolis mass flow meter is used in accordance with SS 648:2019, the quantity of the Product delivered shall be determined solely based on the bunker tanker's mass flow meter system and calculations as per the bunker metering ticket.



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- 9.13.2 Where tank gauging is used in accordance with SS 600:2022, the quantity of the Product delivered shall be determined solely based on the delivery bunker tanker's measurements and calculations taken from tank gauge as per the bunker tanker measurement report.
- 9.13.3 For avoidance of doubt, quantities calculated from the receiving Vessel's soundings shall not be used for determining the quantity of the Product delivered. The quantity of the Product delivered as determined in accordance with Clause 9.13 shall be final, conclusive and binding on the Buyer.
- 9.13.4 In any case, should the Buyer's representative fail or decline to verify the quantities of the Product delivered, the measurements and calculations made by the Seller shall be final, conclusive and binding on the Buyer.
- 9.14 With regards to the Buyer's request for information on the Place of Delivery or other Place of Delivery, the Seller shall use its reasonable endeavour to obtain or provide the information requested. Whilst every care will be taken by the Seller to check that such information is accurate and up to date, it is the Buyer's responsibility to countercheck the accuracy of any information provided and such information are furnished to the Buyers on a strict understanding that it is not a contractual representation and that no responsibility of whatsoever nature will attach to the Seller for its accuracy or completeness.
- 9.15 The Seller shall not be liable for any delay caused to the Vessel due to congestion in ports, at terminal installations, floating storage terminals, bunkering pier or prior commitments of its bunker tanker.
- 9.16 The Buyer warrants that the Vessel does not have or will not use any VNET calculation on board her, failing which the Seller has the right to decline delivery.
- 9.17 In the event that the Vessel refuses to allow delivery to commence after the bunker tanker has been alongside her for two hours due to no fault of the bunker tanker or Seller, the Seller may notify the Buyer that the bunker tanker will cast off if delivery is not commenced in the next one hour and thereafter, any delivery will be on a reasonable endeavour basis. If the bunker tanker is prevented from leaving, not allowed to cast off from or is held back by the Vessel, the Seller shall be compensated by the Buyer for any loss and damage caused thereby including but not limited to any demurrage incurred for or in connection with any subsequent vessels to be supplied by the bunker tanker.

10. TITLE AND RISK LIVERY

10.1 Title

Delivery of the Product shall be deemed completed when the Product passes the flange connecting the Seller's delivery facilities with the receiving facilities provided by the Buyer. However, the ownership or title to and property rights in the Product shall remain vested in the Seller and shall not pass to the Buyer until the purchase price (Clause 18), has been paid in full and received by the Seller. Until title to the Product passes:

- 10.1.1 The Buyer is in possession of the Product solely as fiduciary agent and bailee for the Seller and shall not consume, use, resell, deal with or dispose of the Product or allow the consumption or use of the Product otherwise than in accordance with and on the General terms and conditions herein.
- 10.1.2 The Buyer shall store the Product or cause the Product to be stored in segregated tanks without any commingling and record in a manner reasonably satisfactory to the Seller indicating that title to the Product remains vested in the Seller.
- 10.1.3 In the event of the Buyer's breach of any of the provisions in clause 21 below, the Buyer and/or the Vessel Interests shall upon the request of the Seller return the Product at its own expense and costs to the Seller.
- 10.1.4 If the Buyer and/or the Vessel Interests fails to return the Product, the Seller may enter upon the Vessel or any property on which the Product or any part is stored, or upon which the Seller reasonably believes them to be kept, at any time and without notice to the Buyer, and repossess the Product, resell or otherwise deal with and dispose of all or any part of the Product. The Buyer shall indemnify the Seller for all the costs and expenses of any repossession and any liability incurred thereby.



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- 10.1.5 Where the Buyer is purchasing the Product for the purpose of reselling the same, the Buyer shall incorporate these General Terms and Conditions into its agreement to resell with its customer, or, if such agreement has already been entered into, the Buyer shall obtain its customer's agreement to these General Terms and Conditions being incorporated therein, including in particular this clause.
- 10.1.6 The Buyer shall hold as trustee for the benefit of and account to the Seller any and all proceeds received or to be received by the Buyer from such agreement to resell until property in the Product has passed to the Buyer in accordance with these General Terms and Conditions.
- 10.1.7 If the proceeds from such agreement to resell are not received by the Buyer before the passing of title and property from the Seller to the Buyer as aforesaid, the Buyer is not entitled to and shall not make any demand, claim or bring any action against its customer or any other party for the said proceeds and/or price under such agreement to resell. In this event, the Buyer and its customer agree that payment of the proceeds and/or price under the agreement to resell shall be made directly by the said customer to the Seller.
- 10.1.8 The Buyer further agrees and warrants that it has given or will give notice of these General Terms and Conditions to its customer and that the latter has accepted or will accept the same.
- 10.1.9 The Buyer shall not pledge or in any way charge by way of security for any indebtedness the Products or any part thereof, which are property of the Seller including any proceeds the Buyer expects to receive in respect of the Products pursuant to any agreement relating to the same (whether by sale, resale or otherwise). Without prejudice to the other rights of the Seller, if the Buyer does so, all sums whatsoever owing by the Buyer to the Seller shall immediately become due and payable and the Buyer shall account and pay to the Seller any funds obtained from such pledge or security towards payment for the Products
- 10.1.10 The Buyer warrants that it has not pledged or in any way charged by way of security for any indebtedness the Product or any part thereof, which are property of the Seller including any proceeds the Buyer expects to receive in respect of the Products pursuant to any agreement relating to the same (whether by sale, resale or otherwise).
- 10.1.11 Without prejudice to any other terms and conditions herein, if the Product delivered has been commingled or mixed with other products on board the Vessel which are of the same nature and quality, the Seller has the right to trace its proprietary interest in the Product into the mixture and hold a right of lien to such part of the mixture as corresponds to the quantity or net value of the Product delivered by the Seller and any doubts as to such quantity shall be resolved in favour of the Seller.
- 10.1.12 The Buyer shall insure the Product to its full replacement value and arrange for the Seller to be noted on the policy of insurance as the loss payee.
- 10.1.13 The Seller shall be entitled to recover any outstanding invoice for Products supplied and all applicable taxes (including but not limited to Goods and Services Tax), levies, duties, expenses, delivery charges arising out of or incurred in connection with the supply and/or delivery of the Products notwithstanding that property in the Products or any part thereof has not passed from the Seller to the Buyer.
- 10.2 **Risk**
Irrespective of whether title to the Product remains vested in the Seller, risk in the Product shall pass to the Buyer upon passing the Vessel's manifold and the Buyer agrees to indemnify the Seller in respect of any liability for fines, penalties, loss, damage, deterioration, depreciation, contamination, evaporation, and any damage and harm caused by pollution or in any other manner to third parties.

11. SPECIFICATION

- 11.1 The Product to be delivered shall be the Seller's commercial grade of Products as specified in the Seller's Sales Confirmation or as otherwise advised by the Seller. No other conditions, guarantees or warranties, express or implied, by common law, statute, or otherwise as to satisfactory quality, merchantability, fitness, durability or suitability of the Product for any purpose, are given or form part of this Agreement.



12. SELECTION AND ACCEPTANCE OF PRODUCT

- 12.1 Notwithstanding any information which may be provided by the Seller to the Buyer regarding the characteristics of the Product, the Buyer shall have the sole responsibility for selection and acceptance of the Product to be used in the Vessel nominated by the Buyer to receive the Product, including determination of its suitability, compliance and fitness of the Product for any particular use or purpose and compatibility with any other products that are already onboard the Vessel and the methods of segregating or co-mingling it with such other products.
- 12.2 It is the sole responsibility of the Buyer to ensure that the Product complies with any of the prevailing port state control, international rules, regulations, conventions or requirements in force including but not limited to the latest MARPOL 73/78 Annex VI's requirements, amendments and additions on the basis of the Vessel's trading areas.
- 12.3 The Seller shall not be responsible for any claim whatsoever or howsoever arising from any commingling of the Product delivered by the Seller with any other fuel aboard the Vessel.

13. SUBSTITUTION

- 13.1 The Seller may discharge its obligation to deliver the Product as specified in the Seller's Sales Confirmation by supplying a substitute product or of a different grade and/or brand name provided always that such substitute product is of an equivalent or superior specification to that specified in the Seller's Sales Confirmation.

14. CHARGES

- 14.1 In addition to the price payable for the Product, the Buyer shall pay for the following:
- Any freight, lighterage, bunker tanker charges, vehicle, wagon, crane, equipment, pipeline charges, wharfage, mooring and unmooring charges, pilotage, port dues and overtime costs which may be incurred by the Seller in connection with the Delivery of the Product under this Agreement.
 - Any duties and/or taxes incurred by the Seller for which the Seller is accountable in respect of the Delivery of the Product under this Agreement.
 - Any clean-up costs including overtime or other like payments, insurance incurred by or charged to the Seller.

15. LIEN

- 15.1 In addition to any other security, this Agreement is entered into and the Product is supplied upon the faith and credit of the receiving Vessel. It is expressly agreed that the sale of the Product to the Buyer and/or the Vessel's acceptance of the Product creates a maritime lien on the receiving Vessel for the price of the Product supplied and all charges payable relating thereto including interest and costs payable in respect thereof and the Seller in agreeing to deliver the Product to the receiving Vessel does so relying upon the faith and credit of the receiving Vessel. The Seller shall not be bound by any attempt or by any person to restrict, limit or prohibit its aforesaid maritime lien on the receiving Vessel unless written notice has been given to the Seller before the Seller send its Sales Confirmation to the Buyer.

16. CANCELLATION

- 16.1 Products that have been ordered by the Buyer and confirmed by the Seller in the Seller's Sales Confirmation cannot be cancelled except with the written agreement of the Seller. In the event of any cancellation by the Buyer without written agreement of the Seller or the receiving Vessel failing to take delivery of all or part of the Products stated in the Seller's Sales Confirmation, the Seller shall have the right to claim against both the Buyer and the Vessel jointly or severally for all losses and damages suffered thereby, including loss of profit, expenses and charges incurred. The Seller may treat any other breach by the Buyer of any term of this Agreement as a breach of a condition and it may at its discretion accept the breach, treat this Agreement as repudiated and seek such remedies as it considers appropriate.



17. ENVIRONMENTAL PROTECTION & ISPS

- 17.1 Without prejudice to Clause 10.2 the Seller may at any time and without notice take necessary steps to prevent or minimize any damage that may be caused by any escape, spillage, pollution or accidental discharge of the Product. Any such action so taken shall be on behalf of and at the expense of the Buyer. The Buyer shall cooperate and render all assistance required by the Seller in preventing or minimizing any such damage.
- 17.2 The Buyer shall procure that the receiving Vessel and “the company” (as defined by the International Ship & Port Facility Security code) complies fully with the requirements of the ISPS code. Any delays, losses, damages or expenses caused by any failure on the part of the Buyer or “the company” to comply with such requirements shall be for the Buyer’s account. In the interest of security, no one will be allowed onboard the Seller’s bunker tanker without prior clearance from the Seller and the Seller shall have the right to refuse any such boarding by the Buyer’s representative or agent or surveyor or anyone without revealing any reason.

18. PRICE

- 18.1 Subject to the provision in Clause 18.3 and elsewhere in the terms and conditions herein, the price in United States dollars (unless otherwise stated) for the Product shall be as set out in the Seller’s Sales Confirmation and is calculated by multiplying the unit price by the number of units (in metric tons or other appropriate measurements) of the Product delivered.
- 18.2 The price is exclusive of losses and additional expenses referred to in Clause 9.10, the charges provided in Clause 14, interest and legal costs and expenses provided in Clause 21, which shall be included in the Seller’s invoice and additional invoice if any, and solely borne by the Buyer.
- 18.3 The Seller will endeavor to refrain from making any increase in the price. However, due to the fact that the cost of the Product is volatile, the Seller reserves the right to increase the price at any time before delivery. Where possible, prior notice of the increase will be given during the Seller’s normal working hours from Monday to Friday. In such event the Buyer may forthwith give written notice to the Seller of cancellation of the Agreement. If no such notice is received within two hours of the Seller advising the Buyer of the increase in price, the Buyer shall be deemed to have agreed to the revised price and the Agreement with the revised price shall remain in full force and effect.
- 18.4 The Buyer or his representative shall attend to the entire delivery and obtain all information relating to the delivery including the exact quantities of the Product delivered. Unless otherwise requested by the Buyer prior to the dispatch by the Seller of the Seller’s Sales 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 pre-requisite to the payment of the Price.

19. INDEMNITY AND LIMITATION OF LIABILITY

19.1 Indemnity

The Buyer shall indemnify the Seller and hold the Seller harmless in respect of any liability, loss or damage of whatsoever nature which the Seller may sustain by reason of or in connection with the delivery of the Product to the receiving Vessel in accordance with this Agreement.

19.2 Limitation of Liability

19.2.1 Notwithstanding anything contained herein, the Seller shall not be liable to the Buyer for any damages for delay or detention, consequential or special losses, loss of profit or business, loss by reason of shutdown or any loss of whatsoever nature arising from any disputes as to the quantity or quality of the Product, late or non-delivery of the Product due to congestion at loading terminal or prior commitment of the bunker tanker, any consequential or special losses or damages of whatsoever nature in connection with the performance or failure to perform this Agreement or in tort including the negligence of the Seller, its servants, agents or sub-contractors, loss of profits or business, loss by reason of shutdown, non-operation or the like.



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- 19.2.2 Notwithstanding the foregoing, in the event that the Seller is found liable to the Buyer, the total amount payable by way of compensation other than in respect of personal injury or death shall not exceed the price charged to the Buyer for the Product supplied under this Agreement or USD 200,000, whichever is lower.

20. DELIVERY WITHIN SINGAPORE'S PORT LIMITS

- 20.1 All deliveries at Singapore shall be made in accordance with the Singapore Standard SS 648:2019 (Bunker Mass Flow Metering). It shall be the responsibility of the Buyer to ensure that the receiving Vessel's crews or the Buyer's representatives are thoroughly conversant with the aforesaid and the procedures as set out therein are strictly complied with.
- 20.2 In the event of any attendance by quantity/quality surveyor (whether mutually agreed or not) to the delivery, the bunker survey shall be carried out strictly in accordance with the Singapore Standard SS 648:2019 (Code of practice for bunker mass flow metering) and/or SS 600:2022 (Code of practice for bunkering by bunker tankers using tank gauging). All attending surveyor must be properly qualified and shall hold a valid licence issued by the relevant authority.
- 20.3 If required, the Buyer and its agents shall apply for all the necessary permits from the relevant authority so as to enable the delivery bunker tanker to safely proceed, berth and remain alongside the receiving Vessel to deliver the Product as nominated in the Seller's Sales Confirmation and thereafter to safely depart the receiving Vessel immediately after Delivery.

21. PAYMENT

- 21.1 The Seller shall invoice the Buyer for the price of the Product delivered by the Seller to the Vessel and any other charges referred to in Clauses 14 and 18 on or at any time after delivery of the Product.
- 21.2 The Buyer shall pay the Seller the full invoiced amount without any discount or setoff or deduction and ensure that the Seller receives the full value of the invoiced amount in unconditionally cleared funds on or prior to the Due Date.
- 21.3 For all additional or other charges, the due date to pay the same shall be seven (7) days after the Seller has notified the Buyer of such charges.
- 21.4 Payments shall be made by telegraphic transfer, swift or rapid electronic transfer to the bank account specified in the Seller's invoice. All bank and other charges incurred in effecting the remittance shall be for the account of the Buyer. Once the remittance is effected, the details of remittance including identifying references shall be immediately given to the Seller.
- 21.5 In the event that the Buyer fails to make full payment on the Due Date, the Buyer shall pay interest at the rate of 2% per month on all outstanding sum calculated on a daily basis and compounded from the Due Date until receipt of full payment in unconditionally cleared funds by the Seller. Accrued interest will be added to and become part of the outstanding sum at monthly intervals. If the contractually agreed rate of interest specified in this Agreement is in excess of that permitted by the relevant law, it shall be substituted with the maximum rate permitted thereunder.
- 21.6 All payments that are received from the Buyer shall be applied in the following order in diminution of:
- 21.6.1 Accrued interest and other charges in respect of transaction for which the principal sum has previously been paid;
- 21.6.2 Accrued interest and other charges arising from other transactions;



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- 21.6.3 Any principal sum due and outstanding commencing with the oldest and proceeding thereafter to the most recent;
- 21.6.4 Any principal sum which the Seller reasonably expects will fall due on a future date.
- 21.7 Notwithstanding what has been agreed in the Seller's Sales Confirmation, 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 manner as it shall in its absolute discretion consider necessary to protect its interests.
- 21.8 If the Seller at any time has reasonable cause for concern over the reputation, standing, creditworthiness, liquidity or solvency of the Buyer, its subsidiary, parent, associate or affiliate, the Seller may without prejudice to all its other rights and remedies give notice to the Buyer that credit facilities, if any, given by the Seller to the Buyer are withdrawn or suspended as the case may be and all outstanding sums payable shall thereupon fall due for immediate payment. In addition, the Seller may forthwith in its absolute discretion and without prejudice to any other available rights and remedies, determine this Agreement without incurring any liability whatsoever to the Buyer.
- 21.9 In the event the Buyer or any of its subsidiary or its parent or its associated company shall commit an act of bankruptcy or shall be the subject of proceedings judicial or otherwise commenced for debt, bankruptcy, insolvency, liquidation or winding up or makes any voluntarily arrangement with its creditors or become subject to an administrative order, the Seller may forthwith in its absolute discretion and without prejudice to any other available rights or remedies, determine this Agreement without incurring any liability whatsoever to the Buyer.
- 21.10 The full legal and other costs and expenses incurred by the Seller including those of the Seller's own legal and credit departments and of other lawyers in connection with any breach by the Buyer of any term of this Agreement including but not limited to actions for debt and compensation due from the Buyer to the Seller shall be for the Buyer's account and shall for all purposes form part of the price due from the Buyer to the Seller for the Product supplied.
- 21.11 Should any claim or dispute arise between Buyer and Seller in relation to any item on an invoice under this Agreement, the Buyer shall nevertheless make payment in full as set out above.

22. CLAIMS AND DISPUTES

- 22.1 Information to be provided
Without prejudice to any of the provisions herein, in order to enable the Seller to investigate and consider a claim or dispute from the Buyer, the Buyer must provide the Seller with sufficient information on the nature of the claim or dispute, the loss and damage alleged together with all relevant supporting documents. Any notice of claim that contains insufficient information will not be valid. The Buyer must provide a full and complete response to all questions, enquiries and requests made by the Seller relating to the claim or dispute and matters arising thereto.
- 22.2 **Quantity**
 - 22.2.1 The Seller will not accept a claim or dispute for short delivery based upon figures obtained by measuring the Product in the receiving Vessel's tanks.
 - 22.2.2 The written notice for any quantity claim or dispute must be received by the Seller within seven (7) days from the date of delivery or such shorter period as may be specified in the Seller's Sales Confirmation failing which, such claim shall be deemed waived and forever barred.
- 22.3 **Quality**
 - 22.3.1 It is the sole responsibility of the Buyer to ensure that the Product tendered for Delivery is that which is required by the receiving Vessel and is delivered into the correct bunker tanks of the Vessel.



22.3.2 Unless expressly agreed otherwise, a maximum of four (4) samples shall be collected in accordance with the sampling procedure required in SS 648:2019 or SS 600:2022, in sample bottles provided by the bunker tanker for the bunkering operation. A fifth sample may be collected if the Buyer had notified the Seller in advance that a testing laboratory is engaged. The samples shall be distributed in the following manner:

- Two samples to the receiving Vessel (one of which is the Marpol sample);
- One sample retained by the bunker tanker;
- One sample for the bunker surveyor (if a bunker surveyor is present);
- One sample for the testing laboratory (if engaged).

22.3.3 It is the duty of the Buyer to instruct and ensure that the master or crew of the receiving Vessel or the Buyer's representative, as the case may be:

- Sign the label on the sealed samples collected;
- Sign on the Meter Reading Record Form or the Bunker Tanker Measurement Report (where applicable); and
- Sign on the Bunker Delivery Note with the seal number of the Representative Sample.

For avoidance of doubt, the samples whose seal numbers are recorded on the Bunker Delivery Note shall be the Agreed Representative Samples.

22.3.4 Any claim as to the quality of the Product delivered must be notified by the Buyer to the Seller in writing within thirty (30) days of the date of Delivery together with all available supporting information and documents, in particular but not limited to (i) information on the circumstances leading to the claim, (ii) the allegations on quality (identifying the characteristic(s) and limit(s) of Table 1 or Table 2 referred to in ISO 8217 alleged to be off-specification and, where the allegation is a breach of clause 5 of ISO 8217, identifying the material(s), additive(s), substance(s), chemical waste, the level(s) thereof and the harm that would be caused thereby and specifying the test method and parameters used for such identification and quantification), and (iii) any problems encountered by the Vessel as a result thereof, failing which such claim shall be deemed waived and forever barred. Any written notice which does not contain and provide the aforesaid information is invalid. If a valid notice is given within the said 30 days, the Buyer shall promptly, and in any event within sixty (60) of the date of Delivery, furnish to the Seller all supporting evidence of its claim and any results of testing of the Vessel's retained sample to enable the Seller to properly evaluate the claim, failing which the claim shall be deemed waived and forever barred.

22.3.5 If the Buyer issues a claim regarding the quality of the Product in accordance with Clause 22.3.4 above, and provided the claim is in accordance with ISO 8217, the bunker tanker retained sample shall be submitted by the Seller for analysis by a local independent laboratory that is certified under the national accredited body in accordance with ISO 8217 and approved by the Seller. Prior to the said analysis, the Seller shall invite the Buyer to send a representative to jointly witness the breaking of the seal on the said retained sample. The independent laboratory's analysis of the bunker tanker retained sample shall, absent manifest error or fraud, be conclusive and final and binding on both the Buyer and the Seller as to the quality of the Product delivered. The said analysis shall be established by tests only in accordance with ISO 8217 test methods and parameters. Any cost associated with the Buyer appointing a representative to witness the sample seal-breaking and/or analysis (if permitted by the laboratory) at the independent laboratory shall be the sole responsibility of the Buyer.

22.3.6 Samples other than those drawn by the Seller shall not be admissible for the purposes of determining quality, notwithstanding that these samples may have been signed by an agent or representative of the Seller, unless this has been expressly agreed in the Agreement or otherwise agreed to by the Seller in writing. For the avoidance of doubt, no analysis or test by the Buyer otherwise than in accordance with these General Terms and Conditions shall be in any way conclusive or binding on the Seller.

22.3.7 In the event that the Seller has invited the Buyer to witness the seal-breaking of the bunker tanker retained sample before testing in accordance with sub-clause 22.3.5 above, and there are no other tests agreed to between the Buyer and the Seller in writing within seven (7) days of such invitation, the Seller shall be entitled in its sole discretion to proceed with the said analysis by the independent certified laboratory. The results of the analysis by the laboratory so appointed shall be conclusive,



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final and binding on the Buyer irrespective of whether Buyer chooses to send a representative to witness the breaking of the seal on the said sample and/or analysis of the sample (if permitted by the laboratory).

22.3.8 In the event that the Buyer has grounds to believe that the Product supplied does not accord with the relevant description in the Seller's Sales Confirmation or is defective the Buyer shall immediately:

- Take all necessary and reasonable steps to mitigate the consequence of having been supplied with possibly defective Product as alleged, including blending, special handling, consuming the Product after such blending or handling and/or de-bunkering of the Product at the Port of delivery or such other location agreed between the Buyer and Seller in writing.
- Give written notice with full details of the alleged defective Product to the Seller together with the Vessel's present location and its full itineraries, details of all bunkers remaining on board prior to receiving the alleged defective Product (quantities and location of all its bunkers on board and rate of consumption since Delivery).
- Inform the Seller without being requested to do so, on the whereabouts of the Buyer's set of representative samples.

22.3.9 If it is alleged that any equipment or machinery has been damaged by the defective Product, full details must be given to the Seller immediately and the specific item of the equipment or machinery must be preserved and made available for inspection on demand, at any reasonable time or times, by the Seller and or its representative. If inspection is required to be carried out on board the Vessel by the Seller, the Buyer shall allow the Seller or its representative unhindered access onboard the Vessel to carry out an inspection.

22.3.10 If the Buyer removes the Product without the consent of the Seller, all removal and related costs shall be for the Buyer's account. Nothing in this Agreement shall in any way limit the Buyer's obligations to mitigate any of its losses in accordance with clause 22.3.8.

22.3.11 Notwithstanding any other provision herein, the written notice for any dispute as to quality must be received by the Seller within seven (7) days from the date of delivery or such shorter period as may be specified in the Seller's Sales Confirmation.

22.3.12 The provisions of this Clause 22 shall continue to apply notwithstanding the termination or expiry of the Contract for any reason whatsoever.

23. INSURANCE

23.1 The Buyer shall be responsible for effecting and maintaining in force adequate insurance coverage which fully protect the Buyer, the Seller and all third parties from all risks, perils and hazards associated with or arising from this Agreement and the Delivery of the Product.

24. WAIVER

24.1 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 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.

25. GOVERNING LAW AND JURISDICTION

25.1 The Agreement shall be governed by and construed in accordance with the laws of Singapore.

25.2 Any disputes arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination (the "Dispute(s)"), may be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (SCMA Rules) for the time being in force at the commencement of the arbitration which terms are deemed to be incorporated by reference into this clause at the election of the Seller.



- 25.3 If the Seller elects not to refer the Dispute(s) to arbitration in accordance with clause 25.2 above, then subject to clause 25.4, the Dispute(s) shall be exclusively determined by the Courts of Singapore.
- 25.4 Nothing in this clause shall, in the event of a breach of this Agreement by the Buyer, preclude the Seller from taking any such actions as it shall in its sole and absolute discretion consider necessary. The Seller shall have the power to claim, enforce, safeguard or secure its rights under this Agreement in any court or tribunal in any state or country.
- 25.5 Without prejudice to the above, the Seller may at any time arrest or attach to the Vessel a maritime lien, in any jurisdiction where it may be found, to obtain security and/or enforce a maritime lien. Notwithstanding any other language in this contract to the contrary, the parties agree that the United States General Maritime Law and applicable Federal maritime lien statutes shall exclusively govern with respect to the existence and enforceability of a maritime lien. The Buyer warrants that it is authorized to incur a lien in the Vessel for supply of the Product as “necessaries” to the Vessel, and that the Buyer specifically intends that these Conditions shall bind the Vessel.

26. TIME BAR

- 26.1 Without prejudice to any of the provisions herein, all actions against the Seller by the Buyer for claims arising out of or relating to the Agreement must be filed within one (1) year of delivery of the Product(s) failing which such claims shall be extinguished.
- 26.2 For any claim for compensation to be made against the Seller or any compensation to be payable or paid by the Seller, it is a condition precedent that all sum(s) invoiced by the Seller to the Buyer for the Product(s) have been paid and settled in full on or before the Due Date in accordance with clause 21 above. If such full payment is not received by the Seller on or before the Due Date, any claim by the Buyer shall be extinguished.

27. SALE OF GOODS

- 27.1 The Buyer unequivocally agrees that the Sale of Goods Act (Cap. 393, 1999 Rev. Ed.) shall apply to any agreement to resell that is or may be entered into by the Buyer notwithstanding any clause therein permitting the consumption of the Products.

28. SANCTIONS

- 28.1 Sanctions shall mean any sanction, prohibition, restriction, embargo, boycott or whatsoever imposed by the United Nations, the European Union, the United Kingdom, the United States of America or any applicable competent authority or government.
- 28.2 The Seller and the Buyer each warrant that neither party is subject to the Sanctions in Clause 28.1 herein.
- 28.3 The Seller expressly reserves the right at any time, without liability, to terminate the Contract and/or to decline to deliver the Product if the nominated Vessel or the Buyer is or is believed to be subject to or its carrying flags of any country(s) subject to the Sanctions herein.
- 28.4 To the fullest extent permitted by law, the Buyer shall indemnify and hold harmless the Seller against any losses, expenses and liabilities, including penalties, the Seller may incur as a result of the nominated Vessel or the Buyer being subject to the Sanctions herein.
