

WIRED BUNKERING PTE LTD
GENERAL TERMS AND CONDITIONS
FOR THE SALE OF MARINE FUEL
(JANUARY 2010 EDITION)

1. DEFINITION

Unless the context otherwise demands, the following definitions shall apply:-

1.1 Buyer

The buyer of the Marine Fuel as named in the Sales Agreement but shall jointly and severally include their servants, agents, managers, brokers, designated representative, principals (whether disclosed or undisclosed), and the owners, charterers and time charterers of the Vessel taking delivery of the Marine Fuel, wherever applicable.

1.2 Chief Engineer

The chief engineer of the Vessel or his representative who is responsible for receiving bunkers and documentation of the bunkering operation.

1.3 Code

The Singapore Standard Code of Practice for Bunkering SS 600 : 2008 (as the same may be amended and/or supplemented from time to time) including its latest amendments, additions and supplement for Marine Fuel delivery within the port limits of Singapore but always excluding the Bunker Claims Procedure.

1.4 Delivery Dates

The date(s) specified in the Sales Agreement for the Vessel to take delivery of the Marine Fuel at the Port.

1.5 Marine Fuel

The commercial grades of the marine fuel oil, marine diesel oil and gas oil as agreed and specified in the Sales Agreement.

1.6 Port

The port or location at which the Marine Fuel is to be delivered as specified in the Sales Agreement. If the specified port is Singapore, it shall be within the port limits of Singapore excluding delivery at shipyards and Sembawang port, unless otherwise specifically agreed in writing in the Sales Agreement but always excluding oil terminals. For overseas ports (including outside the port limits of Singapore), all bunker deliveries shall be effected at the customary anchorages or berths where bunker deliveries are normally carried out by the Supplier.

1.7 Sales Agreement

The General Terms and Conditions as set out herein together with the Seller's bunker confirmation, bunker nomination or sales confirmation in respect of the sale of Marine Fuel.

1.8 **Seller**

Wired Bunkering Pte Ltd incorporated in the Republic of Singapore.

1.9 **Supplier**

Where delivery of the Marine Fuel is not made by the Seller, the Supplier means the party at the Port delivering the Marine Fuel to the Buyer for and on behalf of the Seller, including its servants, agents, successors, sub-contractors, and assigns. Where the Seller itself has Marine Fuel available for delivery to the Buyer at the Singapore port, it shall stand *vis-à-vis* the Buyer as both the Seller and the Supplier.

1.10 **Vessel**

The vessel as specified in the Sales Agreement for taking delivery of the Marine Fuel.

2. NOMINATIONS

2.1 The Buyer or its representative shall give written notice of no less than five, four, three, two and one working days prior to the Delivery Date to the Seller specifying the Vessel's details, including its freeboard, location and size of its intake manifold, receiving rate for each grade of Marine Fuel, the expected date and time of arrival, the specific location where the Marine Fuel is to be delivered at the Port, and any other details as shall be necessary or required by the Seller or Supplier. Such notices shall be provided during Seller's normal working hours at the Port from Monday to Friday.

2.2 Any changes in the Vessel nominated (but always subject to the Seller's acceptance of vessel newly nominated) for taking delivery of the Marine Fuel shall be given to the Seller at least three (3) working days in advance, specifying the details and expected date and time of Vessel's arrival at the Port.

3. QUALITY

3.1 The Marine Fuel to be delivered hereunder shall be the Seller's or the Supplier's commercial grades of Marine Fuel offered generally to its customer for similar use at the time and place of delivery. The Seller gives no warranties or guarantees whether express or implied, as to the quality, fitness for any purpose, merchantability, suitability or compatibility of the Marine Fuel sold under the Sales Agreement.

3.2 Any analysis carried out by the Buyer shall be for their reference only and shall not be binding on the Seller or Supplier, or in any way be conclusive and representative of the Marine Fuel delivered.

3.3 The Buyer shall have the sole responsibility for determining and specifying to the Seller the type of Marine Fuel to be delivered and used in the receiving Vessel, including the determination of its compatibility with the other products already on board the Vessel, and the methods of segregating or co-mingling with the other products.

4. CANCELLATION

4.1 The Seller shall have the option to immediately terminate the Sales Agreement in full or in part, or to store the Marine Fuel in whole or in part for the account and risk of the Buyer, and to charge the Buyer the expenses thereby incurred, or to hold the Buyer fully liable under the Sales Agreement, or take any other measures which the Seller deems appropriate, in any (but not limited to) one of the following cases: -

- (a) if the Vessel fails to arrive or fails to take delivery of the Marine Fuel in part or in full at the Port within two (2) days of the Delivery Dates;
- (b) when the Buyer fails to comply with any of its obligations under the Sales Agreement; or
- (c) when, before the Delivery Date, it is apparent, in the opinion of the Seller, that the financial position of the Buyer entails a risk for the Seller.

For the avoidance of doubt, the exercise by the Seller of any of its rights under this Clause 4.1 shall not prejudice any other rights and remedies which it may have against the Buyer in law.

- 4.2 In the event that the Seller exercises the option to terminate the Sales Agreement pursuant to Clause 4.1 above, the Buyer shall indemnify the Seller and/or the Supplier against any claims, losses, fines, penalties and expenses howsoever incurred or sustained by the Seller and/or the Supplier arising out of or in connection with the cancellation of the Sales Agreement, except to the extent that such claims, losses, costs, damages, liabilities and expenses arise through the negligent act or omission of the Seller or the Supplier.
- 4.3 In addition, if for any reason, the particular grade or type of Marine Fuel requested by the Buyer under the Sales Agreement becomes unavailable to the Seller or Supplier, the Seller may cancel the Sales Agreement upon the Seller giving forty-eight (48) hours notice. In such event, the Seller shall not be bound to sell, and the Buyer shall be at liberty to buy from other sources, but in no event shall the Seller and/or Supplier be responsible for any loss, expense, direct or consequential damages, or increased costs incurred in consequence of the Vessel not being supplied or otherwise being delayed or restrained for any reason whatsoever.

5. PRICES

- 5.1 Subject to the provisions in Clause 5.3 or elsewhere in these General Terms and Conditions, the price for the Marine Fuel shall be as set out in the Seller's sales confirmation.
- 5.2 The prices quoted in the Seller's sales confirmation are in United States Dollars (unless otherwise expressly stated) and are exclusive of taxes, duties, fees, wharfage dues and other costs or charges (including without limitation to pipeline charges, charges imposed by governmental authorities, barging and delivery charges), all of which shall be included in the Seller's invoice to the Buyer and solely borne by the Buyer.
- 5.3 The Seller reserves the right, by giving notice to the Buyer in writing at any time before delivery, to increase the price of the Marine Fuel to reflect any increase in the cost to the Seller (arising from, but not limited to any foreign exchange fluctuations, currency regulation, alteration of duties, increase in costs of materials), any change in Delivery Dates, quantities or specifications for the Marine Fuel which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions, and the Buyer shall be bound by and pay such increased price.

6. CHARGES

- 6.1 In addition to the prices payable for the Marine Fuel, the Buyer shall pay for the following charges:

- (a) Any charges relating to the delivery of the Marine Fuel to the Vessel including (but not limited to) any lighterage, barging, overtimes, surcharges, port wharfage charges, oil fence or boom charges, if incurred;
- (b) Any expenses and losses howsoever incurred as a result of the master of the Vessel rejecting the whole or any part of the delivery under the Sales Agreement;
- (c) Any mooring and unmooring charges, port dues and pilotage and tugboat charges which may be incurred by the Seller and/or Supplier in connection with the delivery of the Marine Fuel to the Vessel;
- (d) Any duties, taxes (other than taxes on profits), imposition charges, freights, premium, or other costs incurred by the Supplier, or for which the Supplier is accountable in respect of deliveries of Marine Fuel under the Sale Agreement;
- (e) Any charges or expenses which result from the Buyer or its agent's failure to provide sufficient information as well as delays caused by the Vessel, whether due to loading cancellation, the Vessel's non-compliance with port authority or governmental regulations, terminal's requirements, extra ordinary loading limitations (including but not limited to any losses or expenses incurred by the Seller and/or the Supplier, or any claims filed by subsequent customers as a result of the delay caused by the Vessel's slower than normal/ordinary receiving rate (see clause 7.14), special directions or orders of the Vessel master or pilot, breakdown in the Vessel's machinery and equipment or otherwise.

7. DELIVERY

- 7.1 Delivery of the Marine Fuel shall be carried out during normal working hours and in one or more deliveries at the Port. Any costs incurred by Seller and/or Supplier in respect of overtime incurred outside the normal working hours and during weekends and public holidays at the Port shall be for Buyer's account.
- 7.2 The Seller or the Supplier shall not be liable for any loss, damage, special or consequential losses, or demurrage whatsoever which may be suffered by the Buyer as a result of any delay arising from congestion affecting the Seller's or the Supplier's facilities , or delay caused by quality or quantity disputes (including those caused by any surveys conducted by or on behalf of or at the request of the Buyer, whether independently or pursuant to the General Terms and Conditions herein), delay due to prior commitment of the bunker tanker, or delay from any other circumstances beyond the control of the Seller or Supplier, howsoever caused.
- 7.3 The Buyer shall ensure that the Vessel is fully certified and in compliance with local and international regulations pertaining to the delivery of Marine Fuel. The Supplier shall not be required to deliver into any of the Vessel's tanks, the Marine Fuel for the export of which a government permit is required and which has not been obtained by the Buyer or the Buyer's accredited representative.
- 7.4 Unless otherwise agreed, the Buyer shall not be entitled to receive the Marine Fuel other than into the designated bunker tanks or tanks usually used as the fuel bunkers of the Vessel to which the delivery is to be made.
- 7.5 The quantity of any grade of Marine Fuel to be delivered shall be within the tolerance of five (5) percent of the quantity agreed.
- 7.6 In the event that the Vessel arrives earlier or later than the Delivery Dates at the Port, the Seller and the Supplier are under no obligation whatsoever to effect prompt delivery.

- 7.7 The Seller or the Supplier may elect to discontinue operations at any delivery or loading location, for any reason whatsoever, including but not limited to the occurrence of accidents and incidents beyond the control of the Supplier or Seller, and without obligation to the Buyer.
- 7.8 The Buyer agrees to pay and indemnify the Seller and/or the Supplier against all claims and expenses in respect of loss, damage, injury or delay whatsoever and howsoever caused by the Vessel to any person, bunker tanker, lighter, tug, loading terminal and/or its equipment.
- 7.9 The Buyer or its representative shall be responsible for making the connection and disconnections between the pipeline or delivery hose 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 shall inform the Seller or the Supplier the pumping rate (including any abnormal intake manifold size and location) in advance and at least 24 hours before the Vessel's estimated time of arrival and also ensure that the Marine Fuel is delivered at a safe rate and pressure, and that all equipment utilized for this is in a safe and satisfactory condition.
- 7.10 If the Buyer fails to take delivery of the Marine Fuel or any part thereof, the Seller shall be entitled at its absolute discretion, and at the Buyer's risk, time and expense, to transport the Marine Fuel back to and then re-store the same, or to sell it in a degraded form and at a lower price than that applicable under the Sales Agreement, without prejudice to the Seller's other rights under the Sales Agreement for damages or otherwise.
- 7.11 If the Buyer fails or refuses to accept the delivery of the Marine Fuel for whatever reason on the Delivery Date, the Seller shall be entitled, but not obliged, to repudiate the Sales Agreement and to claim for all expenses incurred, damages and losses suffered by the Seller and/or Supplier due to the non-performance of the Sales Agreement by the Buyer.
- 7.12 The Buyer shall obtain all necessary permits, licences, approvals and permission from the relevant authorities to enable the Seller and/or Supplier to carry out their obligations under the Sales Agreement.
- 7.13 The Buyer warrants that it is safe for the delivery barge to proceed, remain safely alongside the Vessel to deliver the Marine Fuel and thereafter safely depart from the Vessel after the completion of delivery.
- 7.14 The Buyer warrants that the Vessel is able to receive the Marine Fuel at the following rates :
- (a) for quantity less than 500 mt, Vessel minimum receiving rate at 150 mt/hr;
 - (b) for quantity from 501 mt to 1,000 mt, Vessel minimum receiving rate at 200 mt/hr;
 - (c) for quantity in excess of 1,000 mt, Vessel minimum receiving rate at 300 mt/hr;
- Failing which, Buyer shall be responsible for the delays caused to the bunker tanker and the Seller and/or Supplier shall have the right to cease pumping after giving Buyer or its representative notice at the time of delivery to increase the minimum receiving rate as stated above and the Buyer failed to comply with such notice within 3 hours. Upon cessation of pumping, Buyer shall accept the quantity delivered although less than the quantity ordered and shall not have any claim against the Seller and/or the Supplier for shortage of quantity. The Buyer shall be responsible for losses incurred by the Seller and/or the Supplier for cessation of pumping due to Vessel's fault.
- 7.15 All deliveries outside the port limits of any Port may not conform to any international regulatory and Port State Control requirements.

- 7.16 All deliveries shall be subject to weather permitting basis.
- 7.17 For delivery at shipyards, offshore bases or wharves as specified in the Sales Agreement (but always excluding oil terminals), it is the responsibility of the Buyer and their local agents to apply for all the necessary permits from the relevant authorities in order for the bunker tanker to safely proceed, berth and remain alongside the Vessel to deliver the Marine Fuel, and thereafter to safely depart the Vessel after the completion of the delivery.

8. DELIVERY OF MARINE FUEL WITHIN THE PORT LIMITS OF SINGAPORE

- 8.1 All deliveries of Marine Fuel within the port limits of Singapore shall be made in accordance with the Code. The Buyer warrants that they or their representatives are conversant, and shall strictly comply, with the requirements and procedures of the Code, where applicable.
- 8.2 In the event of surveyors attending on board the Vessel for the determination of quantity (whether mutually agreed or not), such determination shall be carried out strictly in accordance with the Code. All such surveyors shall hold a valid licence issued by the relevant authority and shall present it to the delivery bunker tanker without demand.
- 8.3 The sampling of the Marine Fuel and the distribution of the representative sealed samples are to be carried out in accordance with the Code. The representative sealed sample(s) will be retained on board the bunker tanker for 30 days from the Delivery Date.
- 8.4 For the avoidance of doubt, the General Terms and Conditions herein shall be applicable to delivery within the port limits of Singapore, but only insofar as the General Terms and Conditions are not inconsistent with the provisions of the Code.

9. DELIVERY OF MARINE FUEL OUTSIDE THE PORT LIMITS OF SINGAPORE

All deliveries of Marine Fuel outside the port limits of Singapore shall comply with the procedures set out in clauses 9.1 and 9.2 below.

9.1 Measurement

- (a) The quantity of Marine Fuel delivered shall solely be determined by the gauge or meter of the bunker or road tanker effecting the delivery or of the shore tank in case of delivery by ex pipe and shall be conclusive of the quantity delivered.
- (b) The Chief Engineer or his representative and the Buyer's appointed surveyor if any, shall together with the Seller's representative measure and verify the opening and closing readings of the bunker or road tanker's tanks or the shore tank in case of delivery by ex pipe.
- (c) Should the Chief Engineer or his representative fail or decline for whatsoever reasons to measure and verify the opening or closing readings of the bunker or road tanker's tanks or the shore tank, the measurements of the quantities made by the Seller or his representative shall be final, conclusive and binding and the Buyer shall be deemed to have waived any and all claims with regards to any shortage in quantities.

9.2 Samples

- (a) The representative samples shall be collected by the bunker tanker's crew (or by the terminal's staff if delivery is via shore tank) throughout the entire bunker delivery for each grade of Marine Fuel strictly via the normal method of sampling of the Supplier at the Port. The representative samples collected shall be securely sealed,

signed by the representatives of both the bunker tanker (or the terminal) and the Vessel, and distributed in accordance with the normal practice of the Supplier at the Port.

- (b) At the Port, the representative sealed samples will be retained on the bunker tanker or the terminal (for delivery via shore tank) for fourteen (14) days (or any shorter period as agreed in the Sales Agreement or as determined by the Supplier's terms) from the Delivery Date and shall be discarded at the end of such period, unless the Seller has received a substantiated complaint on quality in writing from the Buyer within fourteen (14) days or any shorter period from the Delivery Date.
- (c) The sampling shall be performed in the presence of both the Seller and the Buyer or their respective representatives. The absence of the Buyer or their representative for whatsoever reasons shall not prejudice the validity of the samples taken.
- (d) By signing on the bunker delivery note or receipt by the respective representatives, both Seller and Buyer agree that the representative sealed samples are collected in compliance with this clause.
- (e) Any other method of collecting samples by the Buyer or its representative which is not in compliance with the provisions herein shall not be representative and would not be accepted by the Seller or the Supplier. As such, the Seller or the Supplier shall not be bound by the terms of any documents presented by the Vessel's representative relating to collection of samples by the Vessel's crew or representative for Buyer's own analysis and signed by any person acting for and on behalf of the Seller or Supplier.

10. RISK

Except as may be otherwise agreed in writing with regards to deliveries at any particular Port, delivery of Marine Fuel shall be deemed to be complete and risk shall pass from the Seller to the Buyer as the Marine Fuel passes the flange connecting the delivery facilities provided by the Supplier or Seller to the receiving facilities provided by the Buyer. At that point in time, the Seller's responsibility shall cease and the Buyer shall assume all risks, including but not limited to loss, damage, deterioration, depreciation, evaporation and shrinkage as to the Marine Fuel so delivered.

11. RETENTION OF TITLE

- 11.1 Notwithstanding that risk in the Marine Fuel delivered has already passed to the Buyer, title in the Marine Fuel delivered shall remain with the Seller or Supplier and shall not pass to the Buyer until such time as the Buyer shall have paid to the Seller all sums due under the Sales Agreement including any interest, costs and expenses which may have accrued. The Buyer shall be the bailee of the deliveries for the Seller until such time as all the foregoing sums have been paid to the Seller.
- 11.2 If the Marine Fuel supplied under the Sales Agreement are admixed or co-mingled with other marine fuel of the Buyer and/or any person other than the Buyer, the product thereof shall become, or shall be deemed to be owned in common by the Seller or the Supplier with the Buyer and/or such other person(s).
- 11.3 In the event payment is not made at the time and in the manner prescribed in clause 13 below, the Seller shall have the right to regain possession of the deliveries already made without being obliged to set a further deadline for payment, and all expenses and charges arising in connection therewith shall be borne by the Buyer. In this respect, the Seller shall have the right to enter into the Vessel, take possession of and remove the Marine Fuel or

such admixture in such manner and for such use as the Seller sees fit or for sale to any party as the Seller may in its sole discretion decides. The Buyer shall render full assistance to the Seller to facilitate the said entry and the removal of the said Marine Fuel. The Seller shall not be responsible for any loss or damage, including any losses arising from the aforesaid entry or removal of the Marine Fuel.

12. INVOICES

12.1 The Seller shall invoice the Buyer for the price of the Marine Fuel delivered to the Buyer as well as for any of the other charges referred to a Clause 6 hereof in United States Dollars, or in such currency as may have been agreed between the Seller and the Buyer before delivery.

12.2 At the option of the Seller, the invoice and/or the bunker delivery note or receipt may be submitted to the Buyer by electronic means.

13. PAYMENT

13.1 All payment owed by the Buyer under the Sales Agreement (including the charges set out in Clause 6 hereof) shall be paid to the Seller free of bank charges and in the manner set out herein.

13.2 The Buyer shall pay the total amount as shown in the invoice in full without any deduction, discount, claim, counter-claim or set-off whatsoever within the date specified in the Sales Agreement. Payment shall be made against the Seller's copy of the invoice and bunker delivery note or receipt unless otherwise agreed in writing.

13.3 When payment is made by telegraphic transfer, it is only deemed to be received when the said transfer is unconditionally cleared and confirmed by the Seller's bank in Singapore on the date as stated in the bank's confirmation. In all other cases, except where payment is made by way of cash, payment shall be deemed to have been made to the Seller on the date that the relevant funds are credited to the Seller's designated bank account and unconditionally cleared. If payment falls on a non-business day, that is, a weekend or other day on which Buyer's or the Seller's bank is closed, then payment shall be made on or before the business day immediately preceding the day on which payment would have fallen due.

13.4 Any amount payable by the Buyer and not paid on the date on which payment is due, shall bear interest calculated from day to day at the rate of eighteen (18) percent per annum or at such rate as shown in Seller's invoice, whichever is higher, on all outstanding sum compounded on the due date until receipt of unconditionally cleared funds in full by the Seller.

13.5 The Buyer shall bear all costs including any legal costs associated with the collection of any overdue payment and the Buyer's breach of the Sales Agreement.

13.6 The Seller has the right to set-off the amount owing to the Buyer from the amount which the Buyer owes to the Seller but shall not in any case include any claim or counter-claim from the Buyer.

14. LIEN

14.1 All deliveries of Marine Fuel under any Sales Agreement made hereunder are made not only on the credit of the Buyer but also on the faith and credit of the Vessel and it is agreed that the Seller will have and may assert a lien against such Vessel for any amounts due under the

Sales Agreement. No acceptance of any other or additional security measures by the Seller shall operate as a waiver of this provision.

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

15. SECURITY

- 15.1 Notwithstanding what has been agreed in the Sales Agreement, the Seller shall at all times be entitled to require the Buyer to give such security as it may require for the performance of all its obligations under the Sales Agreement. In such event where security is required, the Buyer agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the Seller may require, to implement and/or give effect to the security.
- 15.2 If at any time the Buyer fails to make any payment or give any security required (whether in terms of this clause or not), the Supplier and the Seller shall, in addition to any other remedy, be entitled to suspend or terminate deliveries under the Sales Agreement concerned (in so far as they have not already taken place) and to assert all their rights against the Vessel. The Seller may also suspend or terminate any other Sales Agreement that it may have with the Buyer. In the event of such suspension or termination, the Buyer shall have no recourse against either the Seller or the Supplier concerned.
- 15.3 Notwithstanding any of the provisions contained herein and where:
- (a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - (c) the Buyer ceases, or threatens to cease to carry on business; or
 - (d) the Seller reasonably concludes that the financial position of the Buyer will be adversely affected; or
 - (e) the Seller reasonably apprehends that any of the events mentioned above is about to occur, or that Buyer is unlikely to perform its obligation under the Sales Agreement,

the Seller may, in its absolute discretion and without prejudice to any other available right or remedy, cancel the Sales Agreement or suspend any further deliveries under the Sales Agreement without any liabilities to the Buyer, and if the Marine Fuel has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, or, the Seller may alter any of the General Terms and Conditions herein relating to the Buyer's obligation to pay or may

demand payment in cash in advance of delivery, or that the Buyer is to provide security satisfactory to the Seller.

- 15.4 In the event of the Buyer's failure to make payment as aforesaid, the Seller may, without prejudice to its other available rights and remedies, sell the Marine Fuel contracted for at the prevailing market price and the Buyer shall be liable for any loss suffered by the Seller resulting from any difference between the price agreed by the parties and the market price.

16. EXCEPTIONS

- 16.1 Neither the Seller, nor the Supplier, nor the Buyer, shall be responsible for any failure to fulfill their respective obligations (other than the payment of money) hereunder or under the Sales Agreement, if fulfillment has been delayed, hindered, interfered with, curtailed or prevented by:

- (a) Any circumstances whatsoever which are not within the control of the Seller or the Supplier as the case may be;
- (b) Any curtailment, failure or cessation of supplies of Marine Fuel or the oil from which such Marine Fuel is derived or of any of the Seller's or Supplier's sources of supply (whether in fact sources of the supply for the Marine Fuel to be delivered under the Sales Agreement or not);
- (c) Compliance with any order, demand or request of any international, national, port, transportation, local or other authority or agency or of any body of persons purporting to be or to act for such authority or agency;
- (d) Any strike, lock-out or labour dispute (whether or not the Seller, Supplier or the Buyer as the case may be, is a party thereto or would be able to influence or procure the settlement thereof),
- (e) Any governmental intervention, earthquake, flood, accident, storm, swell, ice, fire, adverse weather conditions or any act of God: or
- (f) Any war or war-like conditions and their consequences, unrest, civil commotion and sabotage (including such events in the area of the crude oil producing countries).

- 16.2 On the happening of any of the events set out in this clause, the Seller shall be entitled to recover from the Buyer, all additional costs, including but not limited to the acquisition and transportation costs, resulting either directly or indirectly from the consequences of such events. The Seller or Supplier is under no obligation to effect any deliveries at a later date under this clause.

- 16.3 Notwithstanding the provisions of this clause, the Buyer should not be relieved of any obligation to make payments for all sums due under the Sales Agreement.

17. ENVIRONMENTAL PROTECTION

- 17.1 The Buyer warrants that: -

- (a) The Vessel will be properly manned, equipped, maintained and operated so as to avoid leakage, spillage, overflow, water or land pollution.
- (b) The Buyer and the Vessel's personnel shall exercise due diligence to prevent oil pollution.

- (c) The Vessel shall at all material times be in compliance with all national and international regulations and fully insured with a reputable Protection and Indemnity Club.
 - (d) The master of the Vessel shall notify the Seller in advance, of any special conditions, difficulties, peculiarities, deficiencies or defects with respect to the Vessel or any part thereof which might adversely affect the delivery of Marine Fuel.
- 17.2 The Seller and/or the Supplier has the right to refuse to deliver Marine Fuel to the Vessel if, in its sole discretion, it decides that such delivery will result in adverse consequences of any kind whatsoever to the environment.
- 17.3 If in the course of any delivery under a Sales Agreement there is any escape, spillage, or discharge of Marine Fuel, the Buyer shall promptly take and shall assist and co-operate with the Seller or Supplier (as the case may be) in taking any necessary action to remedy or mitigate the consequence thereof, which shall always be conducted in accordance with such local laws and regulations which may compulsorily apply. Notwithstanding the cause of such escape, spillage or discharge, the Seller or Supplier may at its option, upon notice to the Buyer or their local agents, take such measures, either in co-operation with the Buyer or by itself, and incur such expenses (whether by employing its own resources or by contracting with others) as are reasonably necessary in the judgment of the Seller or the Supplier to remove the oil and mitigate the effects of such escape, spillage or discharge. If the Seller exercises such option, the Buyer shall co-operate and render such assistance as may be required by the Seller.
- 17.4 Any expense, damage, cost, fine or penalty arising from any escape, spillage, discharge or pollution of oil shall be paid by the party (either the Seller, the Supplier or the Buyer, as well as its servants, agents and independent contractors) causing the same by a negligent act or omission. If both parties have acted negligently, any expenses etcetera shall be divided between the parties in accordance with the respective degrees of negligence.
- 17.5 The Buyer shall give or cause to be given to the Seller all such documents and other information concerning any escape, spillage or discharge or any programme for the prevention thereof, which are requested by the Seller or required by law or regulation applicable at the time and place where the Seller delivers Marine Fuel to the Buyer.
- 17.6 Without prejudice to Clause 7.3 above, the Buyer shall observe and comply with any other local and/or internationally accepted safety standards as may be applicable.

18. ASSIGNMENT

These General Terms and Conditions shall be binding upon and inure to the benefit of the parties to the Sales Agreement and their successors. The Buyer shall not without the Seller's written consent assign any benefits or privileges under the Sales Agreement in whole or in part, to any party. The Seller may assign all or any its rights, benefits and privileges under the Sales Agreement without notice to, or consent from the Buyer.

19. DISPUTES

- 19.1 For deliveries within the port limits of Singapore, the Seller, the Supplier and the Buyer shall comply with the disputes procedures (excluding the Bunker Claims Procedure) set out in the Code. For avoidance of doubt, in the event of a quality dispute in relation to deliveries within the port limits of Singapore, the parties shall have the quality of the mutually agreed representative sealed sample analyzed by a mutually agreed, independent and certified testing laboratory accredited under the Singapore Accreditation Council and in accordance with ISO Standard – ISO 8217.

19.2 For deliveries outside the port limits of Singapore, the Seller, the Supplier and the Buyer shall comply with the claim procedures set out in clauses 19.2.1 and 19.2.2 below.

19.2.1 Quantity

- (a) No complaint or claim on the part of the Buyer regarding quantity of the Marine Fuel delivered shall be admissible unless made to the Seller or its representative in writing immediately after delivery and always prior to the departure of the bunker tanker from the Vessel.
- (b) In any circumstances whatsoever, the determination of quantity delivered is solely based on clause 9 hereto and shall not be in any way based on the tanks of the Vessel.

19.2.2 Quality

- (a) Any complaint or claim on the part of the Buyer regarding the quality of the Marine Fuel delivered must be made to the Seller in writing as soon as possible and in any event within fourteen (14) days or any shorter period as may be determined by the Supplier from the Delivery Date, failing which, the Buyer shall be deemed to have fully waived such claim and time barred from pursuing such claim.
- (b) It is a condition precedent for the Seller's consideration of any complaint or claim with regard to the quality that:
 - (i) The Buyer has taken all reasonable steps to mitigate the consequences of having been supplied with non-conforming Marine Fuel.
 - (ii) The Buyer sets out in detail the basis of the complaint or claim, and submits documentary evidence to substantiate such complaint or claim.
 - (iii) The Buyer shall provide the Seller with the following details of the Marine Fuel on board the Vessel:-
 - (aa) the quantity stowed in each tank on board as delivered by Seller;
 - (bb) the quantity and grade of other Marine Fuel stowed in each tank on board;
 - (cc) analysis report if any, of the Marine Fuel delivered on board; and
 - (dd) any other details as required by Seller.
 - (iv) If the Buyer is alleging that any equipment or machinery has been damaged by the Marine Fuel then full details must be given to the Seller at the earliest opportunity, and the item must be preserved and made available for inspection at any reasonable times to the Seller or its representative. Upon the Seller's request, the Buyer shall grant access to the Seller or its representative without hindrance to board the Vessel for further survey or inspection to be carried out.

- (c) In the event of dispute as to the quality of the Marine Fuel delivered under a Sales Agreement, the Supplier's or the bunker tanker's or the terminal's retained representative sealed sample is to be jointly analysed on the Marine Fuel parameters which the Buyer complained of. Such joint analysis is to be carried out on a final and binding basis by a mutually agreed independent (which does not have any Marine Fuel testing program catering mainly to ship owners) reputable laboratory at the Port where the Marine Fuel was delivered. The cost of the joint analysis shall be borne by the Buyer unless the claim as to quality is found to be justified.

19.3 The Buyer's submission of any complaint or claim shall not relieve it from the responsibility to make payment in full as required under clause 13.2 hereof.

20. INDEMNITY

20.1 The Buyer shall fully indemnify, and keep fully indemnified and hold the Seller harmless against any and all liabilities, claims, losses, damages, fines, expenses, penalties whatsoever and howsoever incurred arising out of or in connection with (but not limited to) the delivery of the Marine Fuel to the receiving Vessel in accordance with the terms of the Sales Agreement, save to the extent that such liabilities, claims, losses, damages, fines expenses, penalties are incurred as a direct consequence of the negligence or omission of the Seller.

20.2 Notwithstanding anything contained herein, the Seller shall not be liable to the Buyer for any consequential or special losses or damages of whatsoever kind in connection with the performance or failure to perform the Sales Agreement, including without limitation, loss of profits or business, loss by reason of shutdown, non-operation or the like.

20.3 Any loss of or damage to the Marine Fuel, or to any property of the Seller or the Supplier or to any other person, during or after loading caused by the Buyer and/or its agents, employees, contractors, persons acting under its authority and/or the Vessel and/or her officers or crew shall be borne by the Buyer and the Buyer shall to such extent indemnify or reimburse the Seller for the same.

21. LIMITATION OF LIABILITY

In the case of any breach by the Seller of its obligation hereof, its total liability shall, in any event be limited to the price of the Marine Fuel delivered under the Sales Agreement.

22. WAIVER

22.1 No failure or delay by the Seller or the Supplier to exercise any right or remedy provided under the Sales Agreement against the Buyer shall constitute a waiver of such right or remedy, nor shall it preclude or restrict the further exercise of such or any other right or remedy. No single or partial exercise of such right or remedy by the Seller or Supplier shall preclude or restrict the further exercise of such or any other right or remedy by the Seller or Supplier.

22.2 Any waiver by the Seller or the Supplier of any of their respective rights hereunder or under any Sales Agreement in any particular instance, shall not prejudice their respective rights to enforce the same strictly and in full on any subsequent occasion.

23. GOVERNING LAW AND JURISDICTION

23.1 The Sales Agreement shall be governed by the laws of Singapore.

- 23.2 In relation to any legal action or proceedings arising out of or in connection with the Sales Agreement, the parties hereby agree, for the sole benefit of the Seller that, subject to clauses 23.3 and 23.4 below, to irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore, or the courts of any state wherein the Vessel may for the time being be found, and the Buyer agrees to (i) waive any objection which it may have at any time to the laying of venue of any proceedings brought in such courts, (ii) waive any claim that such proceedings have been brought in an inconvenient forum, and (iii) waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such party.
- 23.3 Nothing in this clause 23 shall in the event of a breach of the Sales Agreement by the Buyer, preclude the Seller from taking any such actions against the Buyer, any third party or the Vessel in such jurisdiction as the Seller shall in its sole discretion deems fit for the purpose of securing payment of any amount due to the Seller. In such circumstances the proceedings shall be governed by the law (substantive and procedural) of such jurisdiction.
- 23.4 Notwithstanding Clauses 23.1 to 23.3 above, in the event of a breach of the Sales Agreement by the Buyer, the Seller shall have the option (and if such option is exercised, the Buyer hereby agrees to (i) waive any objection which it may have at any time to the laying of venue of any proceedings brought in such arbitration, (ii) waive any claim that such proceedings have been brought in an inconvenient forum, and (iii) waive the right to object with respect to such proceedings that any such arbitration tribunal does not have jurisdiction over such party) to refer any dispute arising out of or in connection with the Sales Agreement (including any question regarding its existence, validity or termination) to an arbitration in Singapore, wherein such dispute shall be referred to and finally resolved by arbitration in Singapore and conducted in the manner set out below: -
- (a) The rules (*SIAC Rules*) of the Singapore International Arbitration Centre (*SIAC*) shall apply by agreement of the parties.
 - (b) The arbitration tribunal shall consist of one (1) arbitrator to be agreed by the parties, failing which, the arbitrator is to be appointed by the chairman of the SIAC.
 - (c) The language of the arbitration shall be English.
 - (d) Any dispute over the applicability of this clause 23.4 and the SIAC Rules shall be referred to the arbitration tribunal. The decision of the arbitration tribunal shall be final and binding on the parties.

24. NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP. 53B)

Any person who is not a party to the Sales Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

25. NOTICES

- 25.1 Notices to be given under the Sales Agreement or hereunder to the Seller shall be addressed to:

Wired Bunkering Pte Ltd
Fax: (65) 6333 6695
Email: wiredbxb@singnet.com.sg

or such subsequent email address, telephone or facsimile number as may be notified by the Seller to the Buyer.

25.2 Notices to the Buyer may be made by the Seller, or by any person or firm for the time being acting as solicitor for the Seller, by letter or facsimile transmission or other electronic means to the Buyer's last business address or facsimile number known to the Seller, and every demand or notice so made or given shall be deemed to have been made or served:

- (a) where the demand or notice was sent by facsimile transmission or other electronic means, on the day such demand or notice was sent;
- (b) where the demand or notice was sent by post, two (2) days after being posted notwithstanding the fact that the letter may be returned to through the post office undelivered.

25.3 Where a Sales Agreement is made by an agent acting for the Buyer, then notice may be given either to the agent or to the Buyer at the option of the party giving the notice.

A copy of this General Terms and Conditions can be found in Seller's website at www.wiredbunkering.com.sg and any subsequent amendments or alterations once updated in the aforesaid website are to form an integral part of the Sales Agreement.