



MARINE OIL INTERNATIONAL LIMITED

(MARINE FUEL SALES AND DELIVERY)

SELLER/SUPPLIER

GENERAL TERMS AND CONDITIONS

Effective November 1, 2023

Introduction

- A. This is a statement of the terms and conditions according to which Marine Oil International Ltd. (hereinafter called "MOI") will sell and supply marine fuels.
- B. These conditions apply to all offers, quotations, orders, agreements, services and all subsequent contracts of whatever nature, except where otherwise is expressly agreed in writing by MOI.
- C. General trading conditions of another party will not apply, unless expressly accepted in writing by MOI.
- D. In the case that, for whatever reason, one or more of the (sub) clauses of these general conditions are invalid, the other (sub) clauses hereof shall remain valid and be binding upon the parties.

Definition

Throughout this document the following definitions shall apply:

"The Seller" means MOI; any office, branch office, affiliate or associate of MOI.

"The Buyer" means the vessel supplied and jointly and severally her Master, Owners, Managers/Operators, Time Charterers, Bareboat Charterers and Charterers or any party requesting offers or quotations for or ordering Bunkers and/or Services and any party on whose behalf the said offers, quotations, orders and subsequent agreements or contracts have been made.

Article (1) – Marine Fuel

The Marine Fuel to be delivered here under shall be the commercial grades of Bunker Fuel Oil and/or Intermediate Fuel Oil and/or Distillate Fuels offered at the time and place of delivery by seller. Such Marine Fuel shall be used solely for the operation of vessels that are owned, operated, chartered or controlled by Buyer, and all such Marine Fuel shall be delivered in bulk and used solely in the operation of the vessel. Buyer shall have responsibility for the acceptance of Marine Fuel for use in the vessels to which such Marine Fuel is delivered.

Article (2) – Delivery

- 2.1 The Buyer shall give the Seller's local agents or their representative at the port of supply at least 72 hours written notice of the scheduled time of delivery, excluding Saturday, Sunday and Holiday.
- 2.2 Buyer warrants that the vessel can safely receive Marine Fuels and shall ensure that the vessel has all certificates required to comply with all relevant regulations relating to delivery of the Marine Fuels at the port or place of delivery. Buyer shall provide Seller with the maximum allowable pumping rate and pressure that the vessel requires and agree on communication and emergency shut-down procedures and advise Seller of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of, and particular to, the vessel and which might adversely affect the delivery of the Marine Fuels.
- 2.3 The Buyer shall make all connections and disconnections of the delivery hose to the receiving vessel or barge, or oil tanker nominated on behalf of the Buyer and shall render all other necessary assistance and equipment to promptly receive the products.
- 2.4 Seller shall not be liable for inability to deliver on public/dock holidays. The vessel will be bunkered as promptly as circumstances permit, but Seller shall not be liable for any loss, expense, damage, delay or demurrage whatsoever which may be suffered by Buyer as a result of (1) Buyer's failure to arrive and take delivery of the Marine Fuels within the delivery period specified in the Confirmation; (2) Clear and safe berth or the assistance of qualified staff to secure the moorings is unavailable.
- 2.5 Buyer shall provide free of cost to Seller a clear and safe berth for the barge(s) alongside the vessel's receiving lines and the assistance of qualified staff to secure the barge(s) moorings. Buyer shall provide a safe access to the barge, including use of the accommodation ladder. If the position of the barge does not fit with the position of the accommodation ladder, the Buyer shall rig a pilot ladder. Buyer is responsible for a safe access to and from the barge.
- 2.6 The Buyer shall be responsible for all demurrage or additional expenses incurred to the seller's barges due to the refusal of Master or Chief Engineer to receive the delivery product and caused the barge to delay. The Buyer will pay the claim amount involved to the Seller's barge by all means.
- 2.7 The Buyer shall be responsible for all demurrage or additional expenses incurred to the seller's barges if vessel is not ready to receive the delivery product at the confirmed date/time of supply and caused the barge to delay. The Buyer will pay the claim amount involved to the Seller's barge by all means.
- 2.8 Bunker supply should be done within 7 days since nomination date to supply date, or else other agreement between the Buyer and the Seller, otherwise the quotation is subject to change.
- 2.9 Unless otherwise agreed, Buyer shall not be entitled to receive Marine Fuels other than into tanks usually used as the fuel bunkers of the vessel. Buyer shall not take delivery of the

Marine Fuels for export if Buyer does not have all required Government approvals and permits.

2.10 Buyer shall be fully responsible for the proper use, maintenance and repair of its equipment. Buyer will immediately inform Seller of any defects, ruptures, spills or other problems with or related to the equipment which occur during the delivery process or which may impact it.

2.11 Seller must receive the Official Purchase Confirmation or Nomination by email no later than 24 hours after the order has been agreed by Seller and Buyer on instant messaging applications. **IT IS THE DUTY OF THE BUYER TO SEND THE NOMINATION. IF THE BUYER FAILS TO DO SO, THE SELLER WILL NOT TAKE ANY RESPONSIBILITY FOR THE DELIVERY.**

2.12 **IT IS A DUTY OF THE BUYER TO ASK FOR A CONFIRMATION REGARDING THE ACKNOWLEDGEMENT OF THE NOMINATION FROM THE SELLER. IF THE BUYER FAILS TO DO SO, THE SELLER WILL NOT TAKE ANY RESPONSIBILITY FOR THE DELIVERY.**

Article (3) – Cancellation Clause

3.1 If subsequent to the confirmation, the Buyer cancels the order without any reasonable reason or after barge loaded the fuels, the Seller is entitled to impose cancellation fees in the amount of ten (10) percent of the total order amount or a minimum fee of US\$ 5,000.00 whichever is bigger.

3.2 If subsequent to the confirmation, the Buyer cancels the order, cancellation fees are to be confirmed in writing by the Seller.

3.3 If the Buyer's vessel has not arrived within 7 days, or else other agreement between the Buyer and the Seller, after indicated E.T.A. at delivery point facilities, the Seller shall have the right to cancel such nomination without notice, and the Buyer is liable to compensate the Seller for all damages arising there out.

Article (4) – Quantity Determination

4.1 The quantity of products sold in each transaction shall be as agreed between the Buyer and the Seller as per the Confirmation. Notwithstanding acceptance of the Buyer's order, the Seller's obligation to supply such quantities shall be subject to availability of products from the Seller's source of supply at the time and place delivery is requested.

4.2 The quantity of products delivery shall be determined from the official co-sounding in barge's measurement (point C), with Chief-Engineer or his representatives, or check through the oil meter reading. After the sounding, both Chief-Engineer and Seller's attendant shall sign and stamp on barge sounding record. If Chief-Engineer remarked of shortage or any dispute, the Seller will assume the barge's figure to be final and will be used as invoice figure. Unless a mutual agreement is made among the Seller and Buyer.

- 4.3 **NO QUANTITY DISPUTE WILL BE ACCEPTED** should Buyer's representative refuse to witness the barge figures (ullages or soundings).
- 4.4 If the Seller appoints a Surveyor from reliable survey company to attend bunker delivery, the Seller will assume, only, the barge's figure on Surveyor's report to be final and binding for issuing the invoice.
- 4.5 Surveyors appointed by the Buyer are always subject to Seller's approval.
- 4.6 If there is any quantity dispute, the Master or Chief-Engineer has no right to write the remark on the documents of loading terminal and BDR as such documents are used for "TAX REFUND" and government procedure. The Master and Chief-Engineer shall write the "protest letter". The Buyers or Vessel's Owners have to instruct their representatives to strictly follow through.

Article (5) – Quality

Unless otherwise specified in the Confirmation, the products shall be the quality generally offered by the Seller at the time and place of delivery, for the particular grade or grades ordered by the Buyer. The Buyer shall have the sole responsibility for the selection of proper products for use in the vessel being supplied.

Article (6) – Measurement, Testing, Claims

- 6.1 The quantities of Marine Fuels delivered shall be measured and calculated in accordance with the ASTM – IP Petroleum Measurement Tables or the methods of any other recognised standards authority at the discretion of Seller. Absent manifest error, Seller's weights and measurements shall be final and binding as to quantity and quality. However, without prejudice to such presumption Buyer or Buyer's authorised representative may witness and check such weights and measurements.
- 6.2 The Buyer waives any claim against the Seller with respect to the quality of the products supplied unless the Buyer's claim is submitted to the Seller in writing within fourteen (14) days after the date of delivery of the products, including Saturday, Sunday, and holidays. If Buyer submits a claim against the Seller with respect to the quality of the products supplied, the Seller shall be entitled, and the Buyer shall allow the Seller to board the vessel and investigate the vessel's records and to make copies of documents which the Seller may consider necessary for its investigation. If the vessel was chartered, the Buyer shall obtain an authorization from the owner of the vessel allowing the Seller to do so.
- 6.3 The Buyer waives any claim against the Seller with respect to the quantity of the products supplied unless the Buyer's claim is submitted to the Seller before barge cast off. If Buyer submits a claim against the Seller with respect to the quantity of the products supplied, the Seller shall be entitled, and the Buyer shall allow the Seller to board the vessel and investigate the vessel's records and to make copies of documents which the Seller may

consider necessary for its investigation. If the vessel was chartered, the Buyer shall obtain an authorization from the owner of the vessel allowing the Seller to do so.

- 6.4 In the case of quality disputes, the expert shall be requested to analyse one or more of the quality samples taken in accordance with the provisions herein. In determining whether a test result meets or exceeds a specification limit, the independent expert must utilize the processes contained in the relevant sections of either ISO 4259 or ASTM equivalent, and apply such processes where the test method that was used to determine the quality specification as reported by Seller at the time of delivery was either ISO or ASTM, respectively and apply such processes to all specification parameters contained within the contractual specifications.
- 6.5 Unless otherwise agreed, quality testing should be performed at the country of supply, so that both barge operator and refinery can send their representative/s to witness the quality testing. The test result will be final and binding for both Buyer and Seller.
- 6.6 In accordance with the customary method at the port of supply, products sample shall be drawn from barge's manifold before pumping. The sample shall be conclusively deemed to be representative of the quality of the products supplied to the receiving vessel. Any samples drawn from receiving vessel tanks shall not be valid as an indicator of the quality supplied.
- 6.7 Failure to allow boarding and/or to produce copies of documents shall constitute a waiver of the Buyer's claim.

Article (7) – Price

The price to be paid for products sold in each transaction shall be as agreed between the Buyer and the Seller in the Confirmation. Unless otherwise specified, the quoted price shall represent only the purchase price of the products. The buyer shall pay any additional expenses or costs, such as barging, demurrage, wharfage, port dues, duties, taxes, fees, and any other costs including, without limitation, those imposed by governmental authorities. If the price term is quoted as “delivered,” then in addition to the purchase price of the products, the price shall include only the cost of transportation.

Article (8) – Payment

- 8.1 Unless otherwise provided in the Confirmation, all sales shall be on cash in advance basis. A credit term shall require credit approval by the Seller. All payment against Seller's invoice should be made in U.S. dollars on or before due date set forth in the invoice, in such manner as the Seller may designate in the Seller's commercial invoice that is sent through fax, email or, perhaps, other means permitted by the law. Notwithstanding any disputes regarding quality, quantity, or other matter, the buyer must initially pay the full amount due without any discount, withholding, offset or allowance. Any disputes shall be resolved between the Buyer and the Seller after such payment has been made.

- 8.2 The Buyer has an **OBLIGATION TO INFORM THE SELLER UPON RECEIVING THE ORIGINAL INVOICE** that is sent, from the Seller to the Buyer, by mail.
- 8.3 Payment of Seller's invoice must be made directly through Seller's bank account nominated in the invoice.
- 8.4 If the payment due date falls on a weekend or any bank holiday in the country where payment is to be remitted, the payment must be made on the first prior available banking day.
- 8.5 Any past due amount will be subject to interest charge at a rate of 2.0 percent per month. The Buyer and the Seller are responsible for their respective banking charges.
- 8.6 All costs borne by the Seller in connection with the collection of overdue payments, whether made in or out of court and in general all costs in connection with breach of this agreement by the Buyer, shall be for the sole account of the Buyer.

Article (9) – Force Majeure

In addition to any other excuses (arising out of the same or other causes) provided by law, no failure or omission by either party to carry out or observe any of the provisions or conditions here of shall give rise to any claim against that party, if the same shall arise out of causes not reasonably within the control of that party including (without limitation) such causes as labor disputes, strikes, governmental intervention, wars, civil commotion, fire, flood, storm or any act of god. This force majeure shall be applied.

Article (10) – Spillage and Environmental Protection

If a spill occurs while the Bunkers are being delivered, the Buyer shall promptly take such action as is necessary to remove the spilled Bunkers and mitigate the effects of such spill. Without prejudice to the generality of the foregoing, the Seller is hereby authorized in its full discretion at the expense of the Buyer to take such measures and incur such expenses (whether by employing its own resources or by contraction with others) as are necessary in the judgment of the Seller to remove the spilled Bunkers and mitigate the effects of such spill. The Buyer shall cooperate and render such assistance as is required by the Seller in the course of the action. All expenses, claims, costs, losses, damages, liability and penalties arising from spills shall be borne by the party that caused the spill by a negligent act or omission. If both parties have acted negligently, all expenses, claims, losses, damages, liability and penalties, shall be divided between the parties in accordance with the respective degree of negligence. The burden of proof to show the Seller's negligence shall be on the Buyer. The Buyer shall give the Seller all documents and other information concerning any spill or any program for the prevention thereof, those are required by the Seller, or are required by law or regulation applicable at the time and place of delivery.

Article (11) – Extras – Tax Regulations

- 11.1 Vessel's gross register tonnage (GRT) must be over 500.
- 11.2 Buyer is liable for domestic taxes and penalties if the vessel takes bunker more than one time.
- 11.3 According to Thai bunkering custom's law, any vessel taken bunker and stay inside the country for more than 20 days will be subjected to taxes as they assume that the products are for domestic use. The Seller will not be liable for any taxes and penalties. It is the responsibility of the Buyer to plan accordingly.
- 11.4 Terminal charges of roughly USD2.00 per MT and a wharf-age charge of USD30.57 L/S will be applied to buyer's account if the delivery is done at "Sriracha Silo", or other terminals with such charges. Buyer can avoid this charge by taking the delivery at anchorage instead.
- 11.5 Due to the rotation of the product in source's tank, the density of the product might be altered. The density of the actual product might be different from the BDR, however it will still be under ISO 8217 specifications. Buyer shall note that Seller is only obliged to supply under ISO specification. It is the responsibility of the Buyer to notify the Seller, in the inquiry, if a fix density is required.
- 11.6 Vessel must hold INTERNATIONAL LICENSE to receive bonded product. Otherwise, Buyer is responsible for all tax and penalty.

Article (12) – Compliance

- 12.1 Buyer acknowledges and agrees that Seller must comply with "Trade Laws" including trade sanction regulations.
- 12.2 Vessel must not be under/ related to/ owned by/ have direct or indirect relationship with sanction countries and/or entities.
- 12.3 Vessel must not previously visit or travelling to sanctioned countries. Vessel must not be transporting goods/products from sanction countries.
- 12.4 Vessel must go through Seller's compliance check. Upon discovery or at Seller's judgment that Vessel or related party is in violation of "Trade Laws" and/or regulations set by the Seller, the delivery will be cancelled at no cost to either party.
- 12.5 Vessel must go through Seller's compliance check. Upon discovery or at Seller's judgment that Vessel or related party is in violation of clause 12.2 and 12.3, the delivery will be cancelled at no cost to either party.

Marpol Compliance

Annex VI of Marpol 73/78 “Regulation for the Prevention of Air Pollution from Ships; we complied as the following:

1. Items required in bunker delivery note (BDN)
 - A. Name and IMO number of receiving ship
 - B. Bunkering Port
 - C. Date of commencement of bunkering
 - D. Name, address and telephone number of marine fuel oil supplier
 - E. Product name
 - F. Quantity (metric tons)
 - G. Density at 15°c or s.g. at 15°c
 - H. Sulfur content
 - I. Seal sample number

2. Items required in the seal on sampling bottle
 - A. Location of bunkering operation
 - B. The retaining sample to be taken at barge’s manifold.
 - C. Date of commencement
 - D. Name of supplying barge or installation
 - E. Name and IMO number of the receiving vessel
 - F. Grade name
 - G. Seal sample number.
 - H. Signature and names of suppliers and ship’s representative

Note: Marine Oil International Limited and Marine Oil International (HK) Limited reserves the right, at its sole discretion, to change, modify, add or remove any of the above Terms and Conditions without prior notice to comply with the law and/or requirements within the industry and/or country(s) of operation.