



# Terms & Conditions

## **DELIVERIES**

Deliveries shall be made in bunker lots at shore terminals of Seller or its Supplier or at Seller's option by barge where barging facilities are available. Buyer shall give Seller at least ninety six (96) hours notice of requirements (Fridays, Sundays and holidays included) prior to the time of requested delivery and a further forty eight (48) hours clear notice (inclusive of Fridays, Sundays and holidays) of the Estimated Time of Arrival of the Vessel. Such notices shall specify the port, the name of the Vessel, approximate time of tendering, requested place, time and method of delivery and type and quantity of oil.

Buyer shall make all connections and disconnections of delivery always under the command of the receiving Vessel. Vessels shall be bunkered, loaded, or unloaded as the case may be, in turn and Seller or its Supplier shall not be liable to Buyer for any loss or demurrage due to congestion at the terminal or prior barge requirements.

Deliveries shall be made during regular business hours unless required at other times and permitted by port regulations, in which event Buyer shall pay the extra expense incurred. Buyer shall promptly receive deliveries and withdraw Vessel from terminal. Buyer warrants that each vessel will be properly equipped, maintained and operated so as to avoid leakage, spillage, overflow, or water or land pollution asserted or assessed against Seller or its Supplier on the ground of damages alleged to have resulted any such alleged leakage, spillage, overflow, or water or land pollution, except insofar as it shall be established that such damage resulted exclusively from negligence of Seller or its Supplier. In the event of delay by Buyer in the use of delivery or barging facilities or in vacating berth, Buyer shall pay demurrage to Seller on the basis of actual costs incurred, and reimburse Seller for all other expenses arising therefrom.

When deliveries are made by barge, Buyer shall pay Seller or its Supplier at current barge rates plus any transportation taxes applicable and shall without charge, immediately furnish clear and safe berth alongside Vessel's receiving lines and furnish or pay for necessary steam. Terminal and barge deliveries need not be made when in Seller's or its Supplier's opinion clear and safe berth is not available. Buyer shall indemnify Seller or its Supplier for any damage caused by Buyer, its agents or employees in connection with any deliveries hereunder.

## **QUANTITY AND QUALITY DETERMINATION**

The Seller and or its Supplier's weights and measurements in the shore tanks will be accepted, also for deliveries by barges, as conclusive and final evidence of the quantity delivered. The Buyer shall have the right to be represented at time of measurement. In the event of any claim of variance concerning the quantities delivered then the Buyer's Master and/or representatives and the Seller and/or its Supplier immediately and prior to the Vessel's departure to refer the matter to an independent surveyor to be nominated by the Seller and/or its Supplier and whose decision shall be accepted as conclusive. Complaint as to quality must be based on tests made as soon as possible by an independent laboratory from samples taken at time of delivery from the shore tank or barge from which delivery is made. Buyer's sample shall be

sealed and identified by signature of Seller's or its Supplier's representative. Buyer's Master and/or Chief Engineer must sign samples for retention by the Seller and/or its Supplier.

## **QUALITY DETERMINATION TO TERMS & CONDITIONS FOR MARINE FUELS-PURCHASING CONTRACTS**

The complaints and/or claims for quality must be notified in writing at latest within (15) days and/or promptly after the circumstances have given rise to such complaints (evidential quality). If the Buyers do not notify the Sellers of any such complaints within MAX thirty (30) days of the date of delivery, such complaints and/or claims shall be deemed to be waived and barred.

### **RISK/TITLE**

- (a) Delivery shall be deemed completed and risk of loss and/or damage in the Marine Fuels shall pass to the Buyers once the Marine Fuel has passed the Receiving Vessel's permanent manifold connection.
- (b) Title to the Marine Fuel shall pass to the Buyer upon full and final payment of the value of the Marine Fuel delivered, pursuant to the terms of the "Payment" clause hereof.

### **PAYMENT**

Unless otherwise agreed, payment for each delivery shall be made in full, without set-off, counter claim, deduction and/or discount, free of bank charges, in United States Dollars to Seller at its above address at the latest within thirty (30) days from the date of each delivery or within seven (7) days of the date of Seller's invoice showing the quantity delivered and the amount due including charges. Each delivery shall be deemed to constitute a separate contract. Sales are on the credit of receiving vessels as well as on the Buyer's promise to pay, and amounts due shall be liens against such vessels. In the event payment is delayed or not made at the time and in the manner above prescribed, Seller shall have the right to suspend further deliveries hereunder and/or to notify Buyer that payment not yet made for any deliveries made hereunder is immediately due and payable. At any time and from time to time the Seller may if the Seller considers that it would be inadvisable to make a delivery to the Buyer on credit, request that the Buyer pays cash in advance or puts up security acceptable to the Seller, and, in such event, until the Buyer complies with the Seller's request, no deliveries need to be made hereunder, all overdue payments shall bear interest at the rate of 1 1/2 per cent (1 1/2 %) per month or any part thereof unless a greater rate is elsewhere specified by Seller in which event such greater rate shall apply. If the cost to Seller of the supply shall be increased directly or indirectly for reasons beyond their control, then the prices, including the maximum prices, if any, may be increased at the option of Seller by the amount of any such increased prices and this shall be applicable to all deliveries made thereafter at the affected ports. After acceptance by Seller of a nomination such option may be exercised, and this provision shall be applicable only if Seller gives Buyer written notice that Seller is invoking this clause to effect such increase of prices. If such increase of prices is unacceptable to Buyer and Buyer obtains bona fide offers for such marine fuel at the affected ports from other sellers at lesser prices, then Buyer may notify Seller of the lesser prices at which the supply has been so offered to Buyer, requesting Seller to meet such lesser prices. In the event that Seller, within five (5) working days thereafter, informs Buyer in writing that it will modify the price of the supply at such ports by selling it or causing it to be sold to Buyer there either (a) at such lesser prices or (b) at Seller's prices at such ports immediately before the above mentioned increase, then in such event the prices at such ports may be so modified. In the event of failure of Seller so to inform Buyer within such period, Buyer notice in writing to Seller may terminate Buyer's obligation hereunder to purchase the affected supply at such ports.

### **CONTINGENCIES**

The Seller or its Supplier shall not be liable for loss, damage or demurrage due to any delay or failure in performance (I) because of compliance with any order, regulation, request or control of any governmental authority of any nation or person purporting to act therefore which in the opinion of the Seller or its Supplier is or purports to be applicable to any performance hereunder regardless of whether or not any such order, regulation request or control is in fact legally enforceable against the Seller or its Supplier, or (ii) when the supply or marine fuel oils or any constituent thereof or any facility or production, manufacture storage, transportation, distribution or delivery contemplated by the Seller or its Supplier is interrupted, unavailable or inadequate because of wars, hostilities public disorders, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, act of God, accidents, breakdowns, or weather conditions, or any cause beyond its control whether or not similar to any of the foregoing, or (iii) for any other cause whatsoever which is not within the direct control of the Seller or its Supplier. Without limitation of the

foregoing, the Seller or its Supplier shall not be required to remove any such cause or replace the affected source of supply of facility if it shall involve additional expense or a departure from its normal practices. The Seller or its Supplier shall not be required to make up deliveries omitted due to any of the causes specified herein. When the Buyer exercises responsible diligence it shall not be liable for failure to take any particular delivery of products if the Buyer is prevented therefrom by any cause beyond its control. The Buyer understands that in the event of any form of price control, rationing or allocation imposed on Seller's sales of marine fuel oils by any governmental body in the country or state effective at the port where Buyer desires to purchase fuel that the Seller has the right to either (a) suspend or cancel deliveries of marine fuel oils contracted for herein for such period or periods as Seller may determine it requires to resolve uncertainties raised by such governmental actions, or (b) allocate such quantities of marine fuel oils to the Buyer as Seller may determine, or (c) cancel this agreement. In the event that emergency measures have been activated within the terms of agreement on an International Energy Program signed in Paris on November 18th, 1974, the Seller has the right to suspend or cancel deliveries of Marine Fuels contracted herein, or allocate such quantities of Marine Fuels as Seller shall determine, or cancel this agreement.

## **GENERAL**

Notice to the Sellers or its Suppliers shall be to the correspondent address over and to the Buyers at their address stated over unless otherwise provided, and shall be deemed given at the expiration of normal delivery time. These terms contain the entire agreement between the parties covering the subject matter and may not be amended except in writing, signed by both parties. The right of either party to require strict performance shall not be affected by any prior waiver or course of dealing. All rights and remedies are cumulative and election of one remedy shall not exclude another. In no event shall Seller be liable for prospective profits or special, indirect or consequential damages. If the order for Bunkers was placed by Buyer acting as agent on behalf of a disclosed or undisclosed principal, Buyer shall be liable for performance of all obligations of the principal, including payment. Seller may assign all or any part of this agreement, in which event any such assignee, with Seller's consent, shall enjoy and be entitled to exercise against Buyer any and all rights herein conferred upon Seller without prejudice to any other rights of Seller, Seller shall be entitled at Seller's option to apply, in satisfaction of any obligation owing hereunder by Buyer, the amount of any monies which may then be or thereafter become owing from Seller to Buyer. Seller reserves the right to reclaim any marine fuel delivered hereunder by notice to Buyer if Buyer has received the marine fuel oil from Seller while insolvent. The delivery of marine fuel oil hereunder to any vessel shall create a valid maritime lien in favor of Seller or its Supplier. "The Romalpa clause to apply". (Until full payment of full amount is effected, it is agreed that the Buyer is in possession of the bunkers solely as bailee for the Seller) This agreement, its performance and enforcement (inclusive of maritime liens arising hereunder) shall be governed and determined by the maritime law of Egypt. Any dispute, difference or question between the parties here to touching the construction meaning or effect of this agreement or the rights or liabilities of the parties hereunder or any matter arising out of the same or connected herewith shall be referred to the competent court of Egypt.