



GENERAL STANDARD TERMS AND CONDITIONS FOR THE SALE OF MARINE BUNKER FUEL & LUBRICANTS

INTRODUCTION

This is a statement of the General Standard Terms & Conditions upon which GALLON FUEL S.A. (Moulki Aspropyrgou – Aspropyrgos Greece) is prepared to enter an agreement with another party to supply Marine Bunker Fuels and Lubricants. BY this statement, the Seller and the Buyer, as they are defined herein below, agree to the terms and conditions stated in this document, which are in force at all times and shall cover every present or future sale of marine fuels or lubricants that the Seller will sell to the Buyer.

The Buyer will buy Marine Fuels or Lubricants, to be delivered at one or more ports worldwide, for use in Buyer's vessels (means any and all vessels owned, operated, time chartered, managed or controlled or any way by the Buyer or an affiliate of the Buyer).



1. NOMINATION - STEM

1.1. All Terms will be informed by the Buyer to the Seller in writing (by telex or fax) with all the necessary information (i.e. vessel's name, agents, telephone number, etc.) for the Seller to prepare the delivery. Any change to the above will also be notified by the Buyer to the Seller in writing.

1.2. The Buyer shall inform the Seller directly or through Buyer's Agent at least 48 hours prior (exclusive of Saturdays, Sundays and holidays) of the vessel's readiness to receive delivery and exact required quantity, to enable the Seller to make the necessary arrangements for the delivery. Such notice will be deemed cancelled if the vessel has not arrived within 3 days after the vessel's earliest estimated lifting date, as per the nomination. In a such case, the Seller reserves the right not to accept delivery of the marine fuels, as already nominated, to another vessel of the Buyer, even if the quantity, grade etc. remain same.



2. DELIVERY

2.1. Delivery of the marine fuels shall be made road tank wagons, , in Seller's opinion, for the delivery to the Buyer's vessel.

2.2. The Buyer will make all connections or disconnections of delivery hose to the receiving vessel.

2.3. Terminal deliveries shall not be made where, in Seller's opinion, clear and safe berth of the vessel is not available.

2.4. Delivery of the marine fuels will be made during regular working hours (dawn to sunset), unless required at other times and permitted by port regulations, in which event the Buyer will pay the extra expenses incurred, if any.

2.5. Bunkers only calls are on a 'first come first served' basis and are subject to suitable weather and sea conditions. The final decision on the supply programme and suitability of sea and weather conditions rests with the supplier, and no claims for delay will be accepted.

2.6. The Seller will not be required to deliver the marine fuels into any of the vessel's tanks which are not regularly used for marine fuels and will not be required to deliver any such for export.

2.7. The Buyer agrees to pay and indemnify against all claims and expenses for any loss, damage or delay caused by the vessel to the barging equipment.

2.8. In case that the vessel is not able to receive promptly and smoothly, the Buyer is to be held responsible for and to any reasonable demurrage claims to the Seller. Still, in such a case the Seller reserves the right to stop the delivery even before total ordered quantity pumped into the Buyer's vessel.

2.9. In case that the vessel is requesting delivery of the marine fuels at a place/area (e.g. shipyard) or time (during the night) that special permit/license is required by the management/authorities of the area, this is Buyer's/Buyer's agents responsibility.



2.10. The Seller's responsibility shall cease and delivery of the marine fuels shall be deemed completed, and title, risk of loss damage, deterioration, depreciation, evaporation etc. shall pass to the Buyer at vessel's permanent flange connection. However, ownership of the marine fuels shall pass to the Buyer, only after the price has been received by the Seller as provided in clause regarding prices and further costs, charges, fees etc. of this statement. Until such time as the price received by the Seller, the person in possession of the product delivered shall hold the marine fuels as a mere bailee.



3. PRODUCT QUALITY AND QUANTITY DETERMINATION

3.1. The marine fuels to be delivered hereunder shall be of the commercial grades as currently offered generally to the Seller's customers for similar use at the time and place of delivery. The Buyer shall be solely responsible for the selection and acceptance of marine fuels tendered for delivery are those which are required by the vessel and are delivered into the correct tanks.

3.2.1. The Sellers shall take three (3) representative samples of each grade of Marine fuels delivered. The Buyer or Buyer's accredited representative shall be at liberty to witness the sampling. One sealed sample shall be handed to the Master of the vessel receiving the Marine fuels and the two retained by the Sellers. Unless the Buyer has made a complaint or a claim under Clause 3.2.2. within the said fourteen (14) days, in which case one of these samples shall be retained by the Sellers for their own use, and the other sample shall be retained by the Sellers for analysis by an expert referred to in Clause 3.2.3.

3.2.2. Any complaint or claim on the part of the Buyer with regard to the quantity or quality of the Marine fuels delivered under a nomination-stem must be made to the Sellers as soon as possible and in any event within fourteen (14) days after the date of delivery in default of which the Buyer shall be deemed to have waived all complaints or claims in relation to the marine fuels so delivered.

3.2.3. Any dispute as to the quality of Marine fuels delivered under a nomination-stem shall be determined finally and conclusively, by analysis of a representative sample referred to in Clause 3.2.1. by an expert appointed jointly by the Buyer and the Seller.

3.3. Bulk deliveries ex wagons and vehicles must be checked by tankdipping to measure the contents and ensure full out-turn. Flow meters must be checked for seals, correct settings and calibration and general condition. All of these checks must be carried out before and after delivery of each consignment and each wagon or vehicle tank load. The delivery must be supervised at all times and care must be taken in ensuring that all documentation is complete and accurate before signing and stamping.

Any discrepancies must be recorded on the Physical Supplier's delivery receipt or a separate "LETTER OF PROTEST". Unless these procedures are followed it is nearly always impossible for a claim to be sustained. The Seller regrets therefore that it will be obliged to reject claims for short delivery where these receiving procedures are not followed.



3.4. An officer of vessel's crew or other senior representative of the Buyer, is requested to witness the opening and closing meter readings and road truck soundings before commencing and after completion of the bunkering operations. These readings will be used as our final mean of measurement and will be the official basis in determining the quantity delivered to vessel. Barge soundings will also be taken as a procedural volume counter check. The Seller will not accept a claim for short delivery based upon figures obtained by measuring the marine fuels in the vessel's tanks.

3.5. The Buyer or the Seller/Supplier reserves the right to appoint a known surveying firm to attend before-during-after the supply the delivery facility. As the findings of the appointed surveyor will be binding for both parties, the surveying firm must be agreed (before the nomination) by these parties, otherwise the other party reserves the right not to accept the participation of the Surveyor. In any case, the Surveyor is not appointed to check the bunkers on board the vessel, but only the delivery facility.

4. PRICE

4.1. The price payable by the Buyer to the Seller for the marine fuels stated on the nomination telex/fax is valid for only the 5-day range, 2 days before and 2 days after the vessel's estimated lifting date as notified on the nomination telex/fax. In case period of days is notified on the nomination telex/fax as estimated lifting dates by the vessel, the price is valid for the period of 2 days before the earliest notified lifting date till 2 days after that date or till the latest notified lifting date, whichever later. Outside this period the Seller shall have the right to amend the price.

In the event that after the date of the quotation the estimated lifting date is changed to a date outside the 5-day range aforesaid, the Buyer shall so notify the Seller. The previous quotation shall lapse and the Seller shall supply a new quotation, to which the provisions of this subsection likewise apply.

4.2. Subject to clause 4.1. of this statement, the price stated on the nomination is not to be subject to any variation. However, the cost of the marine fuels is volatile and the Seller therefore reserves the right to increase the price at any time before delivery. Notice of the increase will be given during the Seller's normal business hours.



5. FURTHER COSTS, CHARGES, FEES ETC.

In addition to the price payable for the marine fuels, Seller reserves the right to charge the Buyer and/or the vessel as follows:

5.1. Any mooring or unmooring charges, or port dues which may be incurred by the Seller in connection with the vessel to which the marine fuels are delivered under this statement.

5.2. Any expenses created for the calling in of an independent surveyor in order to settle any quantity dispute, raised by the Buyer, but eventually not verified.

5.3. Any expenses created for the laboratory analyses, for any quality dispute raised by the Buyer, but eventually not verified.

5.4. Cancellation fees of USD/MT 1,5 minimum USD 500 L/S, but not limited to that, of the ordered quantity in case the vessel does not lift at all ordered bunkers and the Buyer has not informed Seller accordingly.

5.5. Seller reserves the right to deliver +/- 5% more/less the ordered quantity to the vessel, without the Buyer to claim for any consequences (financial or other) to the Seller/Supplier arising out of this quantity difference.

5.6. Seller reserves the right to pass on to the Buyer all additional costs including increased costs arising from the vessel's delayed arrival, minimum USD L/S 500 per day.



6. PAYMENT AND FINANCIAL RESPONSIBILITY

6.1. Payment for each delivery of the Marine Fuel, together barging and other charges if any, shall be made by the Buyer to the Seller within thirty (30) days from the date of delivery. Payment shall be made into the Seller's account according to payment instructions included in the Seller's invoice, in the currency shown on the invoice.

6.2. If, however, Seller's bank is closed for business on the last day of the applicable credit period, payment shall be made the first working day after the credit period when the Seller's bank is open for business.

6.3. If payment is made by telegraphic or electronic transfer, the Buyer shall notify (or instruct its bank to notify) the Seller, as soon as payment has been made, quoting the date on which payment was made, the amount, the name of the bank effecting payment and details of the invoice(s) to which the payment relates. All banking charges are for the Buyer's account.

6.4. If the Buyer has not paid by the due date any amount due to the Seller in respect of any of bunkers by the Seller to the Buyer, the Seller, in addition to and without prejudice to any other rights it may have, shall have the right (i) if the delivery hereunder has been made, not with standing the credit period referred to above, to notify the Buyer that the amount due in respect of the delivery hereunder is immediately due and payable whereupon it shall be so paid, and (ii) if the delivery hereunder has not been made, to notify the Buyer of the termination with immediate effect of the contract for such delivery whereupon it shall so terminate.

6.5. If the Buyer's credit is deemed by the Seller to be impaired or unsatisfactory, the Seller may (without prejudice to its other rights) require the Buyer at the Seller's opinion either to pay cash before delivery, or to provide security satisfactory to the Seller. In the event of failure by the Buyer to comply with the Seller's requirement, the Seller shall have no obligation to make delivery and may terminate the contract on giving notice to the effect to the Buyer.

6.6. Without limitation to the foregoing, or the Seller's other rights under the contract or otherwise, the Seller shall have the right to require, in respect of any payment not made by the due date, the payment by the Buyer to the Seller of interest thereon at two (2,00) percent per month.

Such interest to run from the due date until the date full payment is received by the Seller's bank.



6.7. Deliveries of the Marine fuels hereunder, are not only on the credit of the Buyer but also on the faith and credit of the vessel which uses the marine fuels and it is agreed that Seller will have and may assert a lien against such vessel for the amount of the purchase price of said Marine Fuels Oil and any other amounts due to the Seller by the Buyer arising out of this sale and delivery of said Marine Fuels.

7. INDEMNITIES

7.1. Buyer agrees to indemnify Seller against all damages and liabilities arising from any acts of omissions of the Buyer or its agents and servants or the vessel's officers or crews in connection with the sale and delivery of Marine Fuels under this Statement.

8. FORCE MAJEURE

All orders hereunder shall be filled with reasonable promptness, but neither Seller or Buyer shall be held responsible for any losses, resulting if the fulfilment of any terms or provisions hereof shall be delayed or prevented by compliance with any regulation or other government restriction or by compliance with any order of request of any government authority of person purporting to act therefore, of other disorders, wars, acts of enemies, strikes, lockouts, fires, floods, acts of God, arrest or restraint of princes, perils of the sea, accidents of navigation, breakdowns or injury to ships, failure of or interference with supply from Seller's sources of supply, breakdown or injury to, or expropriation of confiscation of the facilities used for the production, transportation, receiving, manufacturing, handling or delivery of the Marine Fuels.

If the Seller shall suffer any loss of tanker or barge tonnage, or if compliance with an order or request of any Governmental authority shall reduce the tanker or barge tonnage available for the normal movement of the Marine Fuels, the obligation to make deliveries hereunder may be reduced at Seller's option approximately in proportion to such loss of reduction. Seller shall not be required to make upon any deliveries omitted in accordance with this section.



9. ENVIRONMENTAL PROTECTION

If a spill occurs while Marine Fuels are being delivered hereunder, Buyer shall promptly take such action as is reasonably necessary to remove the spilled Marine Fuels and minimize the effects of such spills. Seller is hereby authorized, at its option on notice to and at the expense of the Buyer, to take such measures and incur such expenses (whether by employing its own resources or by contracting with others) as are reasonable necessary in the judgement of Seller to remove the spilled Marine Fuels and minimize the effects of such spills.

Buyer shall cooperate and render such assistance as is required by Seller in the course of such action. All expenses, claims, loss, damage liability and penalties arising from spills shall be born by the party that caused the spill by negligence or omission. If both parties have acted negligently, all expenses, claims, loss damage, liability and penalties shall be divided between the parties in accordance with the respective degree of negligence.

10. MISCELLANEOUS

10.1. Without prejudice to any other conditions of this Statement, Seller shall not be liable for any expenses, claims, losses, damages, and liabilities arising in connection with Buyer's receipt, use, storage and transportation of the Marine Fuels delivered under this Statement, unless this is due to Seller's gross negligence. In all cases, Seller is not responsible and Buyer shall indemnify Seller against all claims and actions of any party.

10.2. Buyer undertakes that the Marine Fuels supplied under this Statement will be solely used for the bunkering requirements of the vessel to which they are delivered and will not be sold or exchanged.

10.3. Notwithstanding anything to the contrary, expressed or implied elsewhere herein, the Seller (without prejudice to its other rights) may at its sole discretion terminate this Agreement, on notifying the Buyer either orally (confirming such notification in writing) or by notice in writing in the event that a liquidator (other than for amalgamation or reconstruction purposes) is appointed in respect of the assets and/or undertaking of the Buyer or any of its associated companies, or the Buyer or any such associated company enters into an arrangement with its creditors under any applicable law, or if the Seller has a reason to anticipate any such appointment arrangement or composition. Cumulative and election of one remedy shall not exclude the other.



10.4. This constitutes the entire Agreement between the parties covering the subject matter. There are no other agreements, which constitute any part of the consideration for, or any conditions to, either party's compliance with its obligations under this Statement. Any implied warranties, conditions and agreements whatsoever are hereby expressly excluded and extinguished. No modifications shall be binding unless in writing and signed. The right of either party to require strict performance shall not be affected by any prior waiver or course of dealing. Any termination shall be without prejudice to accrued rights. All rights and remedies are cumulative and election of one remedy shall not exclude the other.

10.5. AMENDMENTS / REVISIONS

The Seller may amend or revise the present general terms and conditions and such amendment or revision binds the Buyer from the time that it is brought to his knowledge.

11. APPLICABLE LAW AND JURISDICTION

This Statement / Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Greece and the Courts of Piraeus shall be the exclusive situs and forum or and shall have jurisdiction over the parties with regard to any dispute between them which arises out or relates to this Statement.