



Moeve Marine Fuel Solutions

General Terms & Conditions
for Marine Fuel Sales

2025

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1. APPLICABILITY AND SCOPE

These General Terms and Conditions (the "**GT&Cs**") shall be deemed incorporated into, and shall govern, any Contract, agreement, or undertaking entered into between the Seller and the Buyer (each as defined below) including any requests, quotations, or payment for, nomination, delivery, or prices of, offers to sell, or services in relation to, Marine Fuel. By executing or otherwise entering into any such agreement, the Parties expressly acknowledge and agree that these Terms and Conditions form an inseparable part thereof and shall prevail in the event of any inconsistency, unless expressly overridden by the Special Terms agreed by the Parties, if any.

Only the terms and conditions included herein or explicitly agreed upon by the Parties in the relevant Contract shall be binding, applicable and enforceable. No implied terms or external communication (including brochures, catalogues and commercial literature, and any form of correspondence (whether oral, electronic, or in hard copy)), offer, counteroffer or amendment proposed by the Buyer, shall form part of any agreement between the Parties, unless incorporated in writing and either mutually agreed upon, or expressly accepted by the Seller, as applicable.

2. DEFINITIONS AND INTERPRETATION

2.1. Construction

Headings and titles used in these GT&Cs are for identification purposes only and shall not be deemed to be part of, or taken into consideration in the interpretation or construction of, any provision included herein. Unless the Contract expressly indicates otherwise, any words denoting the singular shall also include the plural and vice-versa, and the words "include" and "including" are to be construed without limitation.

2.2. Precedence of terms

In the event of any inconsistency or conflict between the terms of the following documents comprising a Contract, the order of precedence shall be as follows

- (i) the Final Supply Order as accepted by the Seller as amended, if applicable, by the Bunker Supply Document (as defined in Clause 4.2. below);
- (ii) any Special Terms, if agreed; and
- (iii) these GT&Cs.

The provisions of each shall prevail over any conflicting or inconsistent terms in the subsequent document(s), only to the extent of such conflict or inconsistency. All agreements shall be construed in a manner that gives effect to this order of priority.

2.3. Definitions

Unless the context requires otherwise, in these GT&Cs:

"Affiliate" means, with respect to a Party, any person, natural or legal which i) Controls, either directly or indirectly, such Party; is Controlled, directly or indirectly, by such Party; or iii) is, directly or indirectly, Controlled by a person, company or entity which, directly or indirectly, Controls such Party.

“Agent” means any company other than a Seller’s subsidiary, or the Buyer, that acts on behalf of the Seller or the Buyer whether by Contract or *de facto* with regard to an actual delivery, or ordering, of the Marine Fuels. Any and all Marine Fuels sales made by the Seller are made in reliance upon the implied or express representation and warranty that the Buyer’s Agent is acting with full and unlimited authority of the Buyer to directly bind the Buyer and the Vessel.

“Applicable Laws” means any laws, regulations, rules, decrees and/or official government orders and requirements applicable to the Parties and any related person with significant control over that Party, including to those issued by the United Nations, Spain, the European Union, the United Kingdom, and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury (the **“Authorities”**).

“BDN” means the Marine Fuel (Bunker) Delivery Note, whether in physical or digital format.

“Buyer” means the Party requesting the Seller either to sell and deliver to it, or to arrange for the sale and delivery to it, of Marine Fuels. If the Buyer is acting as trader, broker, Agent, manager, purchasing office or in an analogous capacity, the Buyer represents and warrants to the Seller and its Agents that it has received full authority to appoint the Seller as physical or final supplier for the Vessel under the authority of her Owners and/or Disponent Owners. “Buyer” shall include the Vessel Owner and/or charterer and/or operator to which the Marine Fuel(s) have been delivered, and/or any other Party benefiting from the consumption of the Marine Fuel(s).

“Contract” means, collectively, the Final Supply Order if accepted by the Seller (as amended, if applicable, by the Bunker Supply Document (as defined in Clause 4.2.)), the Special Terms, if agreed, any additional amendments agreed between the Parties, and these GT&Cs.

“Control” means the power to direct or cause the direction of the management and policies of an entity, directly or indirectly, whether through the Ownership of a majority of voting securities or otherwise and, in respect of a corporate, limited liability company or partnership, “Control” shall include direct or indirect Ownership of more than fifty per cent. (50%) of the voting stock, limited liability company interest, general partnership interest or voting interest in any such corporation, limited liability company or partnership.

“Delivering Company” means the entity which has Marine Fuels available for sale at a port, as requested by the Seller, to deliver such Marine Fuels to the Buyer. Where the Seller itself has Marine Fuels available for sale at the specified port it shall act both in its role as a Party to these GT&Cs and as a Delivering Company.

“Delivery Port” means the port or location at which Marine Fuels are delivered, or to be delivered, under a Contract.

“Delivery period” means the Vessel’s ETA/delivery window designated in the Contract.

“Equipment” means the Buyer’s Equipment at the Delivery Port or other location at which the supply is to be made.

“ETA” means the estimated date of arrival of the Buyer’s Vessel requiring the delivery of Marine Fuels.

“**ETD**” means the estimated date of departure of the Buyer's Vessel requiring the delivery of Marine Fuels, such date not to be more than four (4) days after the ETA.

“**Financial Event**” means a significant negative financial event or impairment affecting the Buyer and/or its Affiliates, including: a credit rating downgrade or being placed on a negative watch list by a rating agency, a credit alert being issued, or the commencement or impending commencement of proceedings for the winding up, bankruptcy, dissolution, liquidation, scheme of arrangement, judicial management, restructuring, administration, reorganization or other similar process.

“**Final Supply Order**” means the written confirmation by the Buyer that it accepts the terms of the Sale Offer of the Seller.

“**Government Official**” means a government official or an officer or employee of a government or any department, agency or instrument of a government including any public sector company or enterprise in which a government owns a majority or controlling interest or an officer or employee of a public international organization or any person acting in an official capacity for, or on behalf of, any government or department, agency, or instrument of such government, or of any public international organization or any political Party or official thereof, or any candidate for political office or any other person, individual or entity acting at the suggestion, request or direction, or for the benefit, of the aforementioned persons or entities.

“**GT&Cs**” means these General Terms and Conditions.

“**Marine Fuels**” means any marine fuel oil, marine diesel fuel, marine gas oil, LNG, biofuels, and/or any blend of such products and any other product that may be included/excluded from time to time on the Seller's Website <https://marinefuelsolutions.moeveglobal.com/es/>. The Marine Fuels supplied to the Vessel shall be considered as provided necessities whether supplied directly or by sub-Contractor.

“**Marine Fuel Tanker**” means the supplying Marine Fuels barge or tanker or tank truck supplying Marine Fuels to the Vessel.

“**Marine Fuel Tanker Safety Checklist**” means the safety checklist signed and stamped by the Master of the Vessel and by the Seller or the supplier before the commencement of bunkering operations in accordance with Clause 4.1.4.

“**Moeve Party**” means (i) Moeve, S.A. (“**Moeve**”); (ii) any Affiliate of Moeve; or (iii) any entity acting as Moeve's Agent.

“**Owner/Disponent Owner/Vessel Owner**” means the company or person owning the Vessel or having the final full legal and contractual authority and capacity to buy the Marine Fuels under the Contract and to bind the Vessel *in rem*, whether directly or through an Agent.

“**Party**” means the Seller or the Buyer.

“**Pollution Event**” means any occurrence as a result of which Marine Fuel(s) escape onto, or into, land or water.

“Pre-delivery Checklist” means the checklist prepared by the Seller and signed by or on behalf of the Seller and the Buyer to confirm agreement on the conditions and procedures under which physical delivery of the Marine Fuels shall take place.

“Port Services Guide” means the port services guide as amended, varied or supplemented from time to time, the current version of which as at the date of these GT&Cs can be found on <https://marinefuelsolutions.moeveglobal.com/es/>.

“Sale Offer” means the offer made by the Seller, as set out in Clause 3.2.

“Seller” means the Moeve Party entering into the Contract with the Buyer.

“Special Terms” means any specific agreement entered into between the Seller and the Buyer amending or complementing these GT&Cs (see Clauses 3.2 and 3.4).

“Tax Identification Number” means the personal or corporate Tax Identity Number, VAT Number, or equivalent tax identification number issued under the laws of the place of registration of the relevant Party or entity, as applicable.

“Vessel” means the Vessel nominated by the Buyer to receive Marine Fuels. For the purposes of these GT&Cs the word “Vessel” includes non-vessels from a legal point of view such as marine platforms, hovercrafts, and any other propelled or not floating objects as well as leisure and fishing boats and yachts.

“Working days” means business days in the location of the relevant Seller's premises in Spain according to the official calendar.

“Working hours” means the working hours (from 09:00 to 18:00) on each Working day (Spanish local time) at the relevant Seller's premises in Spain.

3. OFFERS, QUOTATIONS AND PRICES

3.1. Request for supply

3.1.1. The Buyer shall provide written notice of a request for supply to the Seller (the **“Request for Supply”**), such notice to include, as a minimum, (i) a detailed description of the type of Marine Fuel(s) to be supplied by the Seller to the Vessel nominated by the Buyer, (ii) an approximate indication of the volume of Marine Fuel(s) (in Metric Tons or Cubic Meters) to be supplied, and (iii) the location(s) and date(s) on which the supply is to be received.

3.1.2. The Buyer shall have absolute and exclusive responsibility for the choice and description of the Marine Fuel(s) to be supplied, which must be suitable for the Vessel. The Buyer shall also be solely and exclusively liable as to the compatibility between the Marine Fuel(s) stated in the request for supply and the fuel(s) that are on board the Vessel prior to any supply.

3.1.3. The quality of the Marine Fuels shall be determined in accordance with ISO 8217, latest version, or as otherwise expressly determined in the Contract.

3.2. Sale Offer

Further to receipt of a Request for Supply, the Seller may provide a “Sale Offer” to the Buyer including:

- (i) the terms of the Delivery Port or other location (if admitted by applicable law) at which the supply is to be made;
- (ii) the specific date or Delivery period (as applicable) on which supply will be made;
- (iii) the price (or price formula) for the Marine Fuel(s) and the applicable payment terms;
- (iv) the maximum quantity of Marine Fuels to be supplied, if applicable; and
- (v) the means to provide the supply at the port or location requested.

3.3. Completion of the Sale

The Sale Offer shall be binding on the Seller for the time stated therein or, if no such deadline is included, for twenty (20) minutes from the hour and minute on which the Sale Offer is sent to the Buyer, and shall expire if a duly completed written Final Supply Order (see Clause 3.4. (*Final Supply Order*) below) from the Buyer has not been received by the Seller within such period.

If further to expiry of the original Sale Offer the Buyer remains interested in buying the Marine Fuels from the Seller, it shall request a new Sale Offer from the Seller, and, if provided, the process will restart.

The Seller may, at its sole discretion, extend the validity period of any Sale Offer given, or the time period in which information to complete the Final Supply Order must be provided by the Buyer.

3.4. Final Supply Order

3.4.1. If the Buyer accepts the Sale Offer provided by the Seller it shall provide a written Final Supply Order to the Seller within the relevant deadline including any specific information requested in the Sale Offer and:

- (i) Buyer's full legal name, registered address, corporate registration number and Tax Identification Number;
- (ii) the name, IMO number and flag of the Vessel (and, in the case of Vessels registered under a non-Spanish flag, the name and Tax Identification Number of the Agent);
- (iii) the Vessel Owner's and/or Disponent Owner's full legal name, registered address, corporate registration number and Tax Identification Number;
- (iv) the location or port of supply of the Marine Fuel (to be the same as that included in the Sale Offer);
- (v) the date and estimated or approximate time of arrival (ETA) of the Vessel at that location or port;
- (vi) the description and final quantity of the Marine Fuel(s) to be supplied (the quantity not to be greater than the maximum quantity set out in the Sale Offer);
- (vii) specific and unconditional acceptance of the terms of the Sale Offer, including the price (or price formula), the payment terms, the means of supply, and its respective cost;
- (viii) the estimated date of supply of the Marine Fuel (to be within the Delivery period set out in the Sale Offer);
- (ix) the full legal name and registered address of the person or company that is expressly assigned as the Agent of the Vessel to be supplied at the location or port of supply;
- (x) any information that may be necessary or useful for adequate performance of the supply operation including technical information and updated drawings of the Vessel to be supplied; and
- (xi) confirmation of the Buyer's and the Owner/Disponent Owner's (as applicable) knowledge and unconditional acceptance of these GT&Cs and any Special Terms that may have been agreed for the relevant supply.

3.4.2 A Final Supply Order may be issued by the Buyer to the Seller by either:

- (i) sending the Buyer's own form of confirmation email; or
- (ii) duly signing, stamping, and returning the document provided by the Seller outlining the binding terms and conditions of the Contract,

in each case, by email sent to the following e-mail address **bunker@moeveglobal.com** and to any other email address expressly notified by the Seller to the Buyer in writing.

3.4.3. If, further to providing a Final Supply Order, the Buyer requests a variation of the terms of thereof:

- (i) the Buyer must expressly inform the Seller in writing;
- (ii) the Seller shall not be bound by any new terms proposed by the Buyer unless and until such terms are expressly accepted in writing by the Seller; and
- (iii) if such specific acceptance is not given, or if the Seller specifically rejects the new terms proposed by the Buyer, the Seller shall not be obliged to provide any supply of Marine Fuels to the Buyer.

3.4.4. Without prejudice to the acceptance of any amendment as set out in Clause 3.4.3, the issuance by the Buyer of the Final Supply Order and its acceptance by the Seller shall complete the Contract between both Parties. If the Buyer does not take actual delivery of the Marine Fuels within the agreed Delivery period, the commitment to supply shall be considered definitively cancelled, null and void, notwithstanding the Parties entering into a new Contract amending the original Final Supply Order, and without prejudice to any and all of the Seller's rights and remedies against the Buyer and its Agents for breach of Contract, unless expressly waived in writing by the Seller.

3.4.5. In case of a unilateral total or partial cancellation of the Contract by the Buyer, the Seller shall be entitled to charge a cancellation fee (the "**Cancellation Fee**") equal to the greater of:

- (i) five thousand US Dollars (US\$ 5,000.00) as liquidated damages, or
- (ii) any losses and liabilities incurred by the Seller as a result of that cancellation or failure to take delivery (the "**Actual Losses**"), including:
 - (a) the difference in price between that set out in the Final Supply Order and the Seller's reasonable estimate of market price for the Delivery Port as per the customary market marker on the date of such cancellation or failure to take full delivery;
 - (b) any losses, costs and damages associated with terminating, liquidating, obtaining or re-establishing any hedging arrangement or related trading position;
 - (c) any costs to sell the Marine Fuel(s);
 - (d) any storage costs;
 - (e) any pump-back fees;
 - (f) any supplied fuel oil downgrade expenses;
 - (g) any inspection charges; and
 - (h) any demurrage.

If the cancellation fee as set forth in Clause 3.4.5.(i) is higher than any Actual Losses, the Parties agree that it was nevertheless, at the time of contracting, a genuine pre-estimate of the losses which would be sustained as a result of Buyer's cancellation or failure to take full delivery.

If no cancellation is notified to the Seller, and the Vessel does not arrive at the agreed Delivery Port or location, the Seller will be entitled to claim twice the Cancellation Fee from the Buyer.

3.4.6. All notices regarding this Clause 3 shall be made in writing via e-mail and will only be deemed received by the other Party when receipt has been acknowledged by the same means.

3.4.7. In case of discrepancies between the different documents referred to in this Clause 3, the Final Supply Order confirming the terms agreed with the Seller shall prevail. Any terms proposed by the Buyer in its Request for Supply or elsewhere that are not expressly accepted by the Seller in writing shall have no effect and will not bind the Seller. Any terms proposed by the Seller in its Sale Offer shall be binding upon both Parties if not included in the Final Supply Order or expressly objected to in writing by the Buyer.

4. SUPPLY

4.1. Prior Notice of Supply

4.1.1. The Buyer and the Vessel's Agent shall notify the Seller and its local representative at the Delivery Port or location of (i) the Vessel's estimated time of arrival (ETA) seventy-two (72), forty-eight (48) and twenty-four (24) hours prior to arrival of the Vessel; (ii) any change in the ETA of the Vessel exceeding three (3) hours (one (1) hour in the case of supplies by tanker truck); and (iii) the exact actual position of the Vessel and time at which the supply is required. The Seller may refuse to supply if any notice is not timely made by the Buyer and/or the Vessel's Agent. If the Supply is delayed due to Buyer's misinformation about the Vessel's ETA, the Seller may charge the Buyer a lumpsum per-hour of delay, plus any additional costs and damages as the Seller may incur.

4.1.2. The notices to be provided in accordance with Clause 4.1.1. will include the following information:

- (i) the estimated place of mooring / anchoring of the Vessel to be supplied;
- (ii) written notification to the Seller – at least forty-eight (48) hours prior to the date of supply – of all the special conditions, difficulties, peculiarities, deficiencies or defects concerning the Vessel, or that are specific to the Vessel and might adversely affect the supply of the Marine Fuel;
- (iii) any information that might be necessary or useful for the smooth running of the supply operation; and
- (iv) any other information that the Seller may reasonably request in writing in order to safely perform the supply operations to the Vessel.

4.1.3. Any additional costs, damages and expenses that arise from a change in the supply conditions shall be borne by the Buyer.

4.1.4. Before commencement of delivery operations, the Seller or the supplier shall present a Marine Fuel Tanker Safety Checklist or similar document to the Master of the Vessel, signed by the Seller or the supplier and by the Master of the Vessel, such that the Buyer may check that all

safety requirements have been met. Execution of this document by the Seller or the supplier does not relieve the Buyer from its primary obligation and sole responsibility to ensure safety on board its Vessel and of the bunkering operation when receiving the Marine Fuel(s). The Buyer shall exercise continuous vigilance and adhere to the relevant safety procedures throughout the whole supply operation.

4.2. Bunker Supply Document and invitation to witness measurements

Before commencement of supply, the Seller shall present a certificate of quality (the “**Bunker Supply Document**”) to the Master of the Vessel, the Master’s authorized representative, the First Officer or Chief Engineer, as applicable, such person to whom Bunker Supply Document is given being deemed to have full authority binding upon the Vessel Owner and/or Disponent Owner.

4.3. Supply

4.3.1. The supply of Marine Fuel(s) will take place according to the Final Supply Order as previously accepted by the Seller. The supply shall be performed according to the laws and regulations in force and applicable at the time of supply at the Delivery Port or location of supply.

The Seller may reject to make the Supply at no cost or liability to it if there could be, in the Seller’s reasonable opinion, any technical and/or safety problems or additional costs not paid or guaranteed in advance by the Buyer, including any obstructions preventing the supply means and/or the barge to perform the Marine Fuel(s) supply operation in safe conditions for any reason including existing port waters and weather.

Any decision of the Marine Fuel Tanker master not to supply based on technical and/or safety issues will be final and binding.

4.3.2. The supply shall be delivered:

- (i) at the Seller’s terminal;
- (ii) by tank trucks; or
- (iii) by bunkering barge,

((i), (ii) and (iii) being alternatives according to the means of supply agreed upon in the Contract).

4.3.3. The Seller shall deliver Marine Fuel(s) to Vessels strictly in the order of arrival of the Vessels, and the Seller will not be liable for delays caused by congestion, bad weather, or any other cause beyond the Seller’s control including Force Majeure and Acts of God at the terminal, or due to commitments previously contracted by the available barges or tanker trucks.

Vessels that do not meet their estimated or approximate time of arrival (ETA) will not be supplied until other vessels that have met their ETA have been supplied, unless decided otherwise by the port authority, and the Seller may reject any complaints or claims for delays lodged by the Buyer for such reason.

If the Vessel arrives earlier than the agreed Delivery period, Seller may exercise reasonable efforts to supply the Vessel upon request but will not in any case be bound to do so until the commencement of the agreed Delivery period.

Notwithstanding the above, in any case, passenger vessels have absolute priority to be supplied.

4.3.4. Delivery conditions:

- (a) The Seller shall be entitled to deliver the Marine Fuel(s) in part deliveries, in which case each part delivery shall be construed as a separate delivery.
- (b) The Seller shall not be required to deliver any Marine Fuel(s) for export if any government permit required has not been obtained in due time before the delivery.
- (c) If the Seller at any time, for any reason, believes that there may be a shortage of supply at any place and that, as a result thereof, it may be unable to meet the demands of all of its customers, the Seller may allocate its available and anticipated supply amongst its customers in such manner as it may determine, in its sole discretion, to be the most reasonable.
- (d) The Vessel shall be supplied as promptly as the circumstances permit. The Seller shall not be liable for any demurrage paid or incurred by the Buyer, or for any off-hire or any other loss, damage or delay of the Vessel of any nature whatsoever, due to congestion at the loading terminal, bad weather, prior commitments of available barges, Seller's terminal or tank-trucks, or any other reason beyond the Seller's control including Force Majeure and Acts of God.
- (e) The Buyer shall ensure that the Vessel provides a free, safe and constantly afloat and accessible side for the delivery of Marine Fuel(s), and that all necessary assistance as required by the Seller or the Seller's representative(s) is rendered in connection with the delivery.
- (f) The receiving Vessel shall moor, unmoor, hoist supply hose(s) from the terminal, tanker truck or barge(s) respectively hose(s) whenever required by the Seller or the Seller's representative, free of expenses, and in any way requested to assist barge Equipment for a smooth supply. The Buyer shall make and be responsible for all connections and disconnections between the delivery hose(s) and the Vessel's Marine Fuels intake manifold/pipe, and shall ensure that the hose(s) are properly secured to the Vessel's manifold prior to commencement of delivery.
- (g) During the supply operation the Vessel's scuppers must be safely blocked, such blocking to be made by the Vessel's own crew. Furthermore, the Vessel must ensure that all pipes and manifolds and receiving tanks are completely checked and are ready to receive the Marine Fuel(s), including ensuring proper opening/closing of relevant valves, without any risk of spillages, during the supply operation.
- (h) In the case that the Buyer's Vessel cannot receive the delivery promptly, the Buyer shall pay any applicable demurrage claim(s) to the barging/supplying facilities and/or other costs resulting from the delay.
- (i) Delivery shall be deemed completed and all risk, including loss, damage, deterioration, depreciation, evaporation, or shrinkage as to the Marine Fuel(s) delivered shall pass to the Buyer from the time the Marine Fuel(s) reach(es) the flange connecting pipelines/delivery hoses provided by the Seller as set out in Clause 8.2. below.
- (j) If the Buyer for whatever reason is unable to receive the full quantity ordered and rendered, the Seller shall have the right to invoice the Buyer for a lumpsum per-day plus the loss incurred for transportation of the Marine Fuels back to the storage tank or Vessel, or for any sale of the Marine Fuels in a degraded form at a lower price than that applicable to the grade originally nominated by the Buyer, without prejudice to any other rights the Seller may have.
- (k) The Buyer shall provide all the necessary services for adequate performance of the supply operation and guarantees that the Vessel to be supplied has sufficient tank capacity and bears Equipment allowing the supply to be carried out at the required rate.
- (l) Barge supplies will not be carried out at a rate under 200 m³/h, except if previously agreed to by the Seller, or when the Marine Fuel(s) to be supplied cannot be supplied at

a higher rate. Seller's Terminal supplies will not be carried out at a rate under 100 m³/h, except if previously accepted in writing by the Seller.

Should the supplied Vessel delay the supply by not reaching the above-mentioned rates, the Seller shall have the right to charge five US Dollars (US\$ 5) per Metric Ton supplied as liquidated damages for this specific delay, with a minimum payment of five thousand US Dollars (US\$ 5,000.00), without prejudice to any other rights the Seller may have.

- (m) The Buyer represents and warrants that the Vessel holds all necessary certification to comply with the regulations applicable to supplies of Marine Fuel(s) at the time of supply at the Delivery Port or location of supply, and shall instruct the Vessel's Master so that:
- (i) he fulfils the applicable legislation, including the regulations of the Delivery Port or location of supply, the Vessel and the Buyer remaining solely responsible for the awareness of any additional requirements for safety reasons;
 - (ii) he reports the maximum pumping capacity and pressure admitted by the Vessel to the Seller in writing prior to the supply. He must also report on the communication procedures and emergency measures to be followed in the event of a situation of risk or hazard arising during the supply operation;
 - (iii) he provides a free, safe and constantly afloat and accessible side to receive the supply of Marine Fuel(s), and all the necessary assistance as required to fasten and/or cast off the supply barge, tank truck or Seller's terminal pipe from alongside the Vessel;
 - (iv) he provides and guarantees that the Vessel has sufficient tank space and Equipment available to receive the Marine Fuel(s) swiftly and safely; and
 - (v) if possible, the Vessel is to have segregated tanks to receive the quantity of Marine Fuel(s) ordered.

4.3.5. The Buyer shall indemnify, and hold harmless the Seller from and against any and all claims, liabilities, damages, losses, costs, and expenses resulting from, or related to, any act or omission by the Buyer, its Agents, employees, representatives, Vessel's Master, officers or crew, and/or any other person on board the Vessel and/or representatives or Agents of the Vessel in relation to the supply of Marine Fuel.

The Seller shall not be held responsible for damages or losses of any nature whatsoever suffered by the Buyer as a result of:

- (i) exceeding the time foreseen to commence or conclude the supply operation for reasons due to the Vessel;
- (ii) any port fees related to supplies or delays arising from congestion in the port facilities, or difficulties in providing services of the supply alternatives described in Clause 4.3.2.;
- (iii) lack of capacity of the tanks of the Vessel to receive the supply as agreed by the Parties;
- (iv) inadequacy and/or insufficiency of the receiving Equipment or fuel storage tanks, or incorrect identification of the tanks on board the Vessel;
- (v) non-compliance by the Vessel's Master, officers or crew, and/or any other person on board the Vessel and/or representatives or Agents of the Vessel, of the regulations for safety and protection of the environment applicable at the time of supply; and/or
- (vi) failure of Vessel's Master, officers and/or crew to give the order to stop the supply operations prior to the full capacity of the Marine Fuel tanks of the Vessel, whether or not resulting in pollution.

4.3.6. The Buyer shall be liable for the Cancellation Fee referred to in Clause 3.4.5. above, plus any expenses, damages and losses caused to the Seller due to any delay exceeding two (2) hours or more in the arrival of the Vessel at the Delivery Port or location of supply, compared with the estimated time of arrival (ETA) notified in accordance with this Clause 4.

4.3.7. A delay exceeding four (4) days in the arrival of the Vessel at the Delivery Port or location of supply, compared with the estimated date and time of arrival (ETA) notified in accordance with Clause 4.1.1. above will be considered a breach by the Buyer and the Seller may, at its sole discretion, automatically cancel the Contract, and all the rights and remedies of the Seller will be automatically reserved without further notice to the Buyer or its Agents.

4.3.8. The Seller shall receive compensation for any and all claims, liabilities, damages, losses, costs and expenses resulting from, or related to, any delay due to failure by the Buyer to duly provide notices to the Seller including any breach of the notification requirements set out in this Clause, and/or the Vessel, during the reception of the Marine Fuels, failing to comply with the Delivery Conditions set out in Clause 4.3.4. above.

4.4. Bunker Delivery Note (BDN)

Once the supply is completed, the quantities measured, and applicable samples taken, a BDN shall be signed by the Vessel's Master or any other person acting in his name and on his behalf, and shall be stamped with the Vessel's seal, confirming satisfactory delivery of the Marine Fuel(s) on board the Vessel. Where the person signing the BDN is not the Vessel's Master, the Buyer represents and warrants to the Seller that the person executing the BDN has full authority to bind the Vessel *in rem*.

The Seller will keep the original signed and stamped BDN, and will deliver a copy to the Vessel's Master or to her representative or Agent.

The BDN will remain "clean" in all cases and shall not include any kind of protest or remarks whatsoever. Any remarks, and specifically any note of "no lien" or equivalent, will not be accepted and will be null and void if written or inserted by any other means on a BDN.

The signature of the Master of the Vessel or of any other person acting in his name and on his behalf of the BDN shall amount to a ratification of the Contract in the name of the Vessel Owner. If, for any reasons whatsoever, the BDN is not personally signed and stamped by the Master of the Vessel, the person signing it undertakes, represents and guarantees that he has authority to sign on behalf of the Master and/or the Owner, Disponent Owner or operator of the Vessel so as to bind the Vessel *in rem*. Should the BDN not include the Owner's name in the applicable box due to lack of information from the Buyer and/or its Agents for any other reason, the Owner will be determined as per the Master or the seal of its representative stamped on the BDN.

The BDN shall include all and any regulatory information as may be required from time to time under MARPOL Annex VI and its Appendixes, but under no circumstances shall it create an implied term that the Seller has a duty to inspect the Vessel's compliance with any IMO Conventions and Regulation on her fitness to comply with any sulphur emissions or any other applicable cap. The Seller's responsibilities under the BDN are limited to the declarations of conformity of the Marine Fuel(s) incorporated in the BDN.

4.5. Supply through Coriolis Mass Flow Meter

The Seller shall inform the Vessel's Representative in writing prior to the delivery if the supply of Marine Fuel(s) will take place through a Coriolis Mass Flow Meter (MFM) System in accordance with the Moeve Mass Flow Meter Operative Procedure in force at the time of delivery.

Where the MFM is used, the quantity of the Marine Fuel(s) delivered shall be determined solely based on the bunkering barge's MFM system and calculation as per the Marine Fuels metering ticket that will be final and binding.

5. MEASUREMENT AND SAMPLING

5.1. Quantities/Measurements

5.1.1. The amount of Marine Fuel(s) to be supplied in accordance with the Final Supply Order will be measured, determined and calculated according to the official gauge or manual sounding or meter of the Marine Fuel Tanker effecting delivery, or in case of delivery ex-wharf, of the shore-meter or the equivalent Equipment.

5.1.2. The Seller shall invite the Buyer, or its representatives, to witness the opening and closing gauge, or manual sounding or meter reading, and the taking of bunker temperature of all bunker tanks on the Marine Fuel Tanker, and shall be given sufficient information and access to the official gauge or manual soundings or meter of the Marine Fuel Tanker or shore-meter and relevant documentation to verify the volume delivered. The absence of the Buyer or its representatives shall not prejudice the validity of the measurement of the quantities of Marine Fuel(s) delivered. Any local bunkering rules and regulations that apply mandatorily shall take precedence over the provisions of Subclauses 5.1.1. and 5.1.2.

5.1.3. The Marine Fuels to be delivered under the Contract shall be measured and calculated in accordance with the ISO-ASTM-API-IP Petroleum Measurement Tables.

5.2. Sampling

5.2.1. For supplies of thirty (30) Metric Tons or more, and those delivered by barge or from a land terminal, the Seller shall invite the Buyer or their representatives to witness the sampling of Marine Fuels.

If the supply is for less than thirty (30) Metric Tons and/or by tanker truck, no commercial samples shall be taken unless specifically requested by the Buyer in writing at least forty-eight (48) Working hours before the supply, the cost of such sampling to be for the account of the Buyer.

If applicable, during bunkering a primary sample shall be drawn at:

- (i) the manifold of the supply barge;
- (ii) the manifold of the land terminal from which the supply is made; or
- (iii) the manifold of the tanker truck,

and otherwise in accordance with the procedures set out in IMO Resolution MEPC.182(59) Guidelines for the Sampling of Fuel Oil for Determination of Compliance with MARPOL Annex VI, or any subsequent amendments thereto.

Each sample shall be thoroughly mixed and carefully divided into a minimum of four (4) identical samples (three (3) commercial samples and one (1) sample of each grade of Marine Fuel to be

retained on board the Vessel for MARPOL purposes). The absence of the Buyer or its representatives shall not prejudice the validity of the samples taken, which shall be binding. Any local bunkering rules and regulations that apply mandatorily shall take precedence over the provisions of this Clause 5.2.

5.2.2. The samples referred to in Subclause 5.2.1. above shall be securely sealed and provided with labels showing the Vessel's name, identity of delivery facility, product name, delivery date and place and point of sampling and seal number, authenticated with the Vessel's stamp and signed by the Sellers' representative (if present) and the Master of the Vessel or the Master's authorized representative.

The seal numbers and, if used, counter seal numbers of all samples taken during the Marine Fuel(s) delivery shall be recorded on the respective sample labels and on the BDN.

5.2.3. Two (2) samples shall be retained by the Sellers for a minimum of forty-five (45) days after delivery of the Marine Fuel to the Vessel, and the other two (2) samples shall be retained on board the Vessel (one (1) of which shall be for MARPOL purposes).

If the quantity is delivered by more than one Marine Fuel Tanker, the sampling procedure shall be repeated as outlined in this Clause 5.2.

6. AGENTS

6.1. If the Contract is entered into by an Agent acting for or on behalf of the Buyer, whether such agency is disclosed or undisclosed, then such Agent shall be jointly and severally liable (as well as the Buyer) not only as Agent but also as principal for the performance of all obligations of the Buyer.

6.2. The Buyer represents and warrants to the Seller when the Buyer is not the Owner and/or Disponent Owner of the Vessel that:

- (i) it is acting as duly named and appointed Agent of the Owner and/or the Disponent Owner of the Vessel;
- (ii) it has full authority to bind to the Owner and/or Disponent Owner of the Vessel;
- (iii) it has informed to the Owner and/or Disponent Owner of the Vessel that the Seller is the supplier of the Marine Fuel(s), that these GT&Cs are in force and applicable to the delivery, and that the Owner and/or Disponent Owner of the Vessel has given the Buyer, Agent and Master, as applicable, express authority to purchase the Marine Fuel(s);
- (iv) these GT&Cs are incorporated into the Agent's own General Terms and Conditions of sale and have been duly notified to the Owner and/or Disponent Owner of the Vessel in writing;
- (v) it has the authority of the Owner and/or Disponent Owner of the Vessel to pledge the Vessel's credit in accordance with Clause 15.1. below; and
- (vi) the Master/Owner or Disponent Owner have themselves selected, or authorized the Agent to select, the Seller as supplier of the Marine Fuel(s) to the Vessel.

7. THIRD PARTY PORTS

The Parties acknowledge that at certain Delivery Ports the Delivering Company may be a third-Party which is not a Moeve Party. The Seller shall notify the Buyer of such fact at the time of nomination. Where delivery at such Delivery Ports is requested by the Buyer, the terms and conditions on which the Marine Fuels are supplied (the “**Alternative Terms and Conditions**”) may be different from these GT&Cs. Any differences in the Alternative Terms and Conditions shall apply to the sale in any event, with or without express agreement by the Buyer, except if otherwise stated in the Contract.

A copy of any such Alternative Terms and Conditions will be provided to the Buyer by the Seller at the Buyer’s request.

8. TITLE AND RISK

8.1. Title

Title of the Marine Fuel(s) is transferred to the Buyer once the Buyer has fully paid all sums due to the Seller under the Contract. Until such time as payment is made, the Seller shall continue to be the Owner of the Marine Fuel(s) supplied. In the event of the Marine Fuel(s) having been mixed or comingled with other fuel aboard the supplied Vessel, the Seller shall be entitled to the part of the mixed fuel that is equivalent to the quantity and quality of the Marine Fuel(s) supplied. The Seller will be entitled to request the return of the fuel remaining on board, without prejudice to any other rights that the Seller may have against the Buyer in the event of non-payment.

8.2. Risk

All risk, including loss, damage, deterioration, depreciation, evaporation, or shrinkage as to the Marine Fuels delivered shall pass to the Buyer from the time the Marine Fuels reach the flange connecting pipelines/delivery hoses provided by the Seller. At such time the Seller shall cease to be responsible for the damage suffered or caused by the Marine Fuel(s) supplied. The Seller shall not be held liable for any claims, liabilities, damages, losses, costs, and expenses caused by or resulting from, or the risk of, any leakage, fire, spills, escapes, shrinkage and/or overflowing of the Marine Fuel(s).

9. QUANTITY AND QUALITY CLAIMS

9.1. Quantity claims

9.1.1. Any disagreement by the Master of the Vessel as to the quantity of the Marine Fuel(s) supplied must be set out in a Letter of Protest to be provided to the Seller no later than twenty-four (24) hours after the date of supply. If a Letter of Protest is not received by the Seller within this timeframe, such quantity claim shall be deemed to be waived and barred.

9.1.2. Further to the provision of a Letter of Protest in accordance with Subclause 9.1.1, a fully documented quantity claim must be received by Seller in writing by no later than thirty (30) days after the date of supply of the Marine Fuel. If the Buyer fails to provide such documented claim within this time limit, such quantity claim shall be deemed to be waived and barred.

9.2. Quality claims

9.2.1. Any claim as to the quality or specification of the Marine Fuel(s) must be notified in writing promptly after the circumstances giving rise to such claim have been discovered. If the Buyer

does not notify the Seller of any such claim and provide relevant documentation within thirty (30) days of the date of supply, such claim shall be deemed to be waived and barred.

9.2.2. In the event a claim is raised pursuant to Subclause 9.2.1., and commercial samples have been taken, one (1) of the commercial samples retained by the Seller in accordance with Clause 5.2.3. above shall be analyzed by a qualified independent laboratory located at the Delivery Port, specialized in performing analysis of Marine Fuels, as appointed by mutual agreement between the Parties. The test methods used by the laboratory shall be in accordance with those set out in ISO 8217.

The Buyers may request a full analysis of the parameters of the Marine Fuels in accordance with the specification set out in the Confirmation Note and ISO 4259.

Unless otherwise agreed, the cost of the analysis shall be for the account of the Party whose claim/case is found unproven by the analysis.

9.2.3. The Seller's obligations with regard to the quality of the Marine Fuel(s) supplied are limited solely to supplying Marine Fuel which corresponds with the description and any specifications set out in the Sale Offer. All other conditions, warranties or other terms whether express, implied or which would otherwise be imposed by statute, with respect to quality, satisfactory quality, suitability or fitness for any purpose whatsoever of the Marine Fuel(s) are hereby excluded.

9.3. Documentation of quantity and quality claims

To be regarded as fully documented, any quantity/quality claim must include, at minimum:

- i. the full report of the Buyer's accredited representative, together with ullage reports for all the Marine Fuel(s) tanks (including settling, service and storage tanks) on the Vessel both prior, and subsequent, to the delivery;
- ii. the position, destination and ETA of the Vessel;
- iii. all correspondence to/from the fuel testing organization used by the Buyer;
- iv. the location of the Marine Fuel(s) on board the Vessel and the rate and quantity of consumption since the delivery;
- v. details as to the three (3) previous Marine Fuel deliveries to the Vessel in terms of the quantity, quality and specification of the product supplied and the place and date of supply and name of supplier;
- vi. all and any evidence for any damages claimed (including invoices, expert reports, witnesses statements, videos and photos); and
- vii. for a quality claim only, an independent laboratory analysis report as referred to in Clause 9.2.2.

In case of alleged damage to the engine, the Seller shall be notified by no later than thirty (30) days prior to the date for the repair, and will have the right to name a representative to attend the repairs. Any such nomination shall not be regarded as an acceptance of responsibility or liability by the Seller.

10. UTILISATION OF MARINE FUELS

The Buyer guarantees to the Seller that the Marine Fuel(s) supplied shall be used exclusively by the Vessel.

11. ORIGIN

Except if otherwise agreed in the Contract, the Seller does not expressly or impliedly guarantee any specific custom's origin of the Marine Fuel(s), save that the Seller warrants that the Marine Fuel(s) are not of an origin, and/or have not been exported as a product from a place, that is subject to any of the sanctions, prohibitions, restrictions or designations referred to in Clause 22.

12. PRICE, PAYMENT AND SECURITY

12.1. Price

The price of the Marine Fuels shall be as set out in the Final Supply Order, as the same may be amended in accordance with the terms of Clause 3 above.

In addition to the provisions set out in Clause 13 below, any taxes, duties or charges of any kind (other than taxes on income) imposed upon the Seller by any governmental and/or any regulatory authority, related to or due to the production, storage and supply, transport, distribution, sale or commercialization of the Marine Fuel(s), will be paid reimbursed by the Buyer.

12.2. Invoicing

12.2.1. Invoices for Marine Fuel(s) shall be issued in US Dollar (US\$, Euro (€), or any other currency specifically agreed by the Parties in the Special Terms, payments to be made in the currency agreed by the Parties.

12.2.2. The price of the Marine Fuels supplied shall be paid by the Buyer to the Seller in full, without any deduction, discount, compensation or withholding whatsoever, without deductions due to differences in currency exchange indexes and free of bank charges to the Seller, upon delivery of the invoice by the Seller to the Buyer, according to the payment terms established in the Sale Offer.

12.3. Payment

12.3.1. The sale price is payable in all cases, notwithstanding any claim of any nature whatsoever that may be presented by the Buyer against the Seller.

12.3.2. If the Buyer fails to make any payment due to the Seller under the Contract on or before the due date for payment, without limiting the Seller's remedies, interest shall accrue on the overdue amount at the rate of three per cent. (3%) per annum (calculated on the basis of a 360-day year) above:

- (i) if the payment due is denominated in US Dollar (US\$), Term SOFR;
- (ii) if the payment due is denominated in Euro (€), EURIBOR; or
- (iii) if the payment due is denominated in any other currency, the rate confirmed by the Seller.

In each case, such interest shall accrue on a daily basis from (and including) the due date until (but excluding) the date of payment of the overdue amount to the Seller, whether before or after judgment, and will be immediately payable by the Buyer on demand by the Seller. If such rate or publication ceases to be available, the Seller will notify the Buyer of the applicable rate, publication or mechanism for calculating the rate, as per market standard practice.

For the purposes of this Clause:

“Term SOFR” means the Term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate); and

“EURIBOR” means the Euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate).

12.3.3. In the event of any invoice being unpaid five (5) calendar days after its due date, the Seller may:

- (i) refrain from providing new supplies pending delivery to the Buyer as well as to third parties on its behalf; and
- (ii) claim all expenses of recovery of any of such unpaid sums from the Buyer including judicial expenses, taxes and legal fees.

12.3.4. Partial payment of an invoice shall not be, or deemed to be, equivalent to effective payment (even in the case of claims by the Buyer pending resolution) and the Seller is entitled to full collection of sums owed. Any debit balance resulting from partial payment by the Buyer shall be subject to interest at the rate set out in Clause 12.3.2. above.

12.3.5. The Buyer and the Vessel Owner shall be jointly and severally liable for payment of the price of the Marine Fuel(s), supplied and the Seller may enforce its credit, in the manner and within the legal limits foreseen on the supplied Vessel and chartered goods accrued thereon.

12.3.6. Any sum owed by the Buyer for payment of the sale price of Marine Fuel(s) supplied (including any interest and expenses accrued) may be compensated against other debts that the Seller may have with the Buyer or any of its Affiliates, arising from other commercial transactions, with the exception of debts that do not allow for such compensation due to mandatory legal provision.

12.4. Security

12.4.1. The Buyer shall provide the Seller with such security requested by the Seller in any Contract in the form, on the terms, and at the time specified by the Seller in such Contract.

12.4.2. Without prejudice to the Seller's rights as provided in the Contract and/or generally, the Seller shall not be required, and may suspend its obligations, to deliver Marine Fuel(s) pursuant to a Contract until the Buyer has provided the security requested in a form satisfactory to the Seller.

12.4.3. If, in the Seller's opinion acting in good faith, there is a Financial Event in the Buyer's financial condition or business, or in the consolidated financial condition or business of the Buyer's group taken as a whole, the Seller may, by written notice to the Buyer:

- (i) require the Buyer to provide acceptable security with respect to its obligations under any Contract(s) in the form, on the terms, and at the time required by the Seller;
- (ii) cancel or suspend any credit arrangements the Seller has with the Buyer;

- (iii) suspend delivery of Marine Fuel(s) to the Buyer under any Contract between the Seller and the Buyer or any Affiliate of the Buyer until such time as the acceptable security requested pursuant to Clause 12.4.1. has been provided;
- (iv) require the Buyer to pay immediately on demand all sums due to the Seller and/or to any Moeve Party in respect of Marine Fuel(s) delivered under any contract between the Seller and/or its Affiliates and the Buyer and/or its Affiliates; and/or
- (v) set-off amounts owed by the Seller and/or its Affiliates to the Buyer and/or its Affiliates against any amounts owed by the Buyer and/or its Affiliates to the Seller and/or its Affiliates.

13. TAXES AND ASSESSMENTS

13.1. The Buyer will pay the Seller the amount of all excise, gross delivery, import, motor fuel, superfund, and spill taxes, and all other federal, state and local taxes or the foreign equivalent other than taxes on income (collectively, "**Taxes and Assessments**") paid or incurred by the Seller directly or indirectly with respect to the Marine Fuel(s) and/or on the value thereof, insofar as the same are not expressly included in the price quoted. Any additional Taxes and Assessments incurred by Seller arising from any delivery and imposed by any governmental and/or any regulatory authority after delivery as a result of an audit, whether domestic and/or international, shall be borne solely by Buyer.

13.2. The Buyer will present the Seller with any required documentation, including registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format and on or before whatever due date the Seller shall require, to satisfy the Seller's concerns in connection with any Taxes or Assessments. Further, the Buyer shall indemnify and hold the Seller harmless for any damages, claims, liability or expense the Seller might incur due to the Buyer's failure to comply with this requirement.

13.3. The Buyer shall, upon written request of the Seller, send to the Seller a valid and updated certificate of tax residence issued by the applicable tax authority of the Vessel's flag state.

13.4. For the avoidance of doubt, all supplies agreed by the Seller imply the direct delivery to the Vessel without title and risk being passed to any Agent, broker, trader, or another Buyer prior to the delivery of the Marine Fuels to the Vessel.

13.5. Any claim that the Seller may have against the Buyer or any of its representatives for tax liabilities under this Clause 13 will survive until the time-bar or term applicable to any tax assessment under the applicable tax laws and regulations.

14. CHARGES

In addition to the prices payable for Marine Fuel(s), the Buyer shall pay the following charges:

- (i) any expenses incurred as a result of the Master of the Vessel rejecting the whole or any part of the delivery;
- (ii) any mooring or unmooring charges or port dues which may be incurred by the Seller in connection with any Vessel to which Marine Fuels are delivered;
- (iii) any duties, taxes or charges (as set out in Clause 12.1. above), impositions, freights, premiums, or other costs incurred by the Seller, or for which the Seller is accountable, in respect of deliveries of Marine Fuels;

- (iv) if the Seller (not having duty-free stocks available, and the Buyer first having been advised that this is the case) delivers to the Buyer from duty paid stocks, the amount of such duty; and
- (v) any additional costs incurred by the Seller in respect of deliveries made under a Contract including payments for overtime.

15. LIEN

15.1. Deliveries of Marine Fuel(s) under the Contract are made not only to the credit of the Buyer but also on the reliance whether expressly or impliedly accepted by the Buyer, the Agents and the Master, that they have full authority and capacity to engage the Vessel into the Contract and bound her *in rem*. It is hereby expressly agreed that the delivery of Marine Fuel(s) creates a maritime lien in accordance with article 46 US Code § 31342 of the United States Federal Maritime Lien Act so that the Seller will have, and may assert, such lien for the price of the Marine Fuel(s) delivered, and that the Buyer and its assignees or creditors shall have no lien against the Vessel except if, and when, they have paid in full to the Seller.

The Buyer agrees and warrants that a lien of the Vessel is thereby created for the price of Marine Fuel(s) stipulated as per Clause 12 above.

The Seller shall not be bound by any attempt by any person or entity to restrict, limit or prohibit its lien or liens attaching to a Vessel.

15.2. Marine Fuel(s) and services delivered under a Contract shall be made not only on the account of the Buyer, but also on the account of the receiving Vessel. When the Buyer is not the Owner of the Vessel, it represents and warrants to the Seller and its Agents that the Vessel Owner has given the Buyer, Agent and Master, as applicable, express authority to purchase the Marine Fuel(s). The Buyer further warrants that the Seller has the right to assert and enforce a lien in accordance with Clause 15.1. herein against the receiving Vessel or any sister or associated Vessel for the amount of the Marine Fuel(s) and services provided plus, without limitation, Contractual interest pursuant to Clause 12.3.1. and any other expenses related to enforcement of the lien. The Buyer expressly warrants that it has the authority of the Vessel Owner to pledge the Vessel's credit as aforesaid. The Vessel is ultimately responsible for the debt incurred through the Contract. The Seller's right to apply and enforce a maritime lien will not be altered, waived or impaired by the application to the BDN of any disclaimer stamp.

15.3. In event of a breach of a Contract by the Buyer, the Seller will be entitled to start any such action or remedy as it shall in its absolute discretion consider necessary to enforce, safeguard or secure its right under the Contract in any court or tribunal of any state or country, including the action to enforce its rights of lien against Vessels, the existence and procedure of enforcement of such right of lien being determined by the local law of the place where enforcement is sought, or to otherwise obtain security by seizure, attachment or arrest of assets for any amount(s) owed to Seller.

15.4. Irrespective of any applicable law, the Buyer represents and warrants to the Seller that it will have the right to arrest the Vessel for any unpaid amount and that the Buyer, the Owner and its Agents shall not by any means oppose any arrest of the Vessel requested by the Seller except if the Marine Fuel(s) have been duly and completely paid.

15.5. Should the Buyer not timely pay the purchase price to the Seller, all and any actions and remedies whether in rem or *in personam* that the Buyer may have against the Vessel and the Vessel Owner and/or Disponent Owner (as applicable) shall be automatically assigned to the Seller that will be entitled, at its sole discretion and without need of any further notice, to start any such legal actions and remedies against the Vessel and her Owner and/or Disponent Owner (as applicable), including, but not limited any rights to arrest the Vessel in any jurisdiction. The Seller shall also be automatically subrogated in the Contractual position of the Buyer against the Vessel Owner.

16. LIABILITY AND INDEMNITY

16.1. Subject in all cases to the maximum liability amount set out in Clause 16.2. below, the liability of the Seller for any loss, damage, claim, or other expenditure arising out of or in connection with the failure by the Seller to perform its obligations under a Contract shall be limited to:

- (a) the removal, at a reasonable location to be agreed between the Seller and Buyer, of any Marine Fuel(s) delivered which is not in accordance with the Contract and is unsuitable for use on board the Vessel and, at Seller's option, either (A) the replacement by the Seller of such Marine Fuel, or (B) the reimbursement of the cost (as evidenced by invoice at market price) of such Marine Fuel.

In relation to the above:

- (i) in the case of a potential debunkering of the Marine Fuel(s) based on full and undisputable written evidence that the Marine Fuel(s) are unsuitable for use by the Vessel, the advice of the Seller must first be sought and obtained by the Buyer. The Buyer shall comply with reasonable mitigation proposals given by the Seller and work closely and cooperate with the Seller in relation to each specific action to be taken in respect of the debunkering operation. Unless proven by the Buyer to be operationally impossible, the Buyer shall accept that fuel intended for debunkering is carried on board the Vessel until the Vessel calls at a port with reasonable debunkering facilities and at which a reasonable price for the debunkered fuel can be obtained. All damages, losses, costs, and expenses which may result from any unilateral decision taken by the Buyer shall be solely and exclusively borne by the Buyer. In case debunkering takes place, the Seller shall have the right, but not the obligation, to perform a replacement supply at the originally agreed price, quality and quantity;
- (ii) the Buyer is obliged to mitigate its losses and minimize the consequences of having received off-specification or suspected off-specification Marine Fuel(s) by treating the Marine Fuel(s) (for example, by using additives, extra heating or by diluting the Marine Fuel(s) for the purposes of enhancing combustion or complying with regulatory requirements). For the avoidance of doubt, mitigation shall include dilution of fuel to comply with requirements concerning the sulphur content, unless it is proven by the Buyer that such dilution would be technically impossible or constitute a violation of the law of the flag state or coastal state to be called by the Vessel. The Seller shall be liable to the Buyer for the costs of such mitigation, subject to all other applicable defenses, limitations and exclusions, if such mitigation costs exceed one thousand US Dollars (US\$ 1,000.00), up to a limit of ten thousand US Dollars (US\$ 10,000.00), or its equivalent in other currencies;

- (b) the reasonable repair costs of any components that are physically damaged as a direct result of using any Marine Fuel(s) supplied by the Seller which is not in accordance with the specifications set out in the Contract; and
- (c) the losses, damages, claims or expenses arising from the death or personal injury to any person caused by the Seller's negligence.

The Seller shall have no obligation to make any payment to the Buyer under this Clause 16.1. unless and until the Seller has received full payment from the Buyer of all sums due in accordance with Clause 12.

16.2. Notwithstanding any other provision in these GT&Cs, the liability of the Seller and/or supplier shall be limited to the price of the Marine Fuel(s) supplied under the Contract.

16.3. The Seller and/or supplier shall not be liable for any special, indirect, consequential, punitive or exemplary damage of any kind including loss of prospective profits, anticipated cost savings, Contracts or financial or economic loss, claims in tort including negligence of the Seller and/or supplier, its Agents, servants or sub-Contractors, arising out of, or in connection with, its performance or non-performance under the Contract.

16.4. The Seller shall not be responsible for any claim arising from commingling the Marine Fuel(s) delivered by the Seller with other fuel aboard the Vessel.

16.5. If the Buyer removes Marine Fuel(s) without the consent of the Seller, all removal and related costs shall be for the Buyer's account.

16.6. Nothing in the Contract shall in any way limit the Buyer's obligations to mitigate any of its losses in accordance with this Clause 16.

16.7. The Buyer shall indemnify and hold the Seller, Seller's Affiliates and the directors, employees and Agents and Seller's Affiliates harmless against all claims, liabilities, loss, damage, costs fines, penalties and expenses whatsoever and by whomsoever brought arising in connection with any delivery of Marine Fuel(s) except to the extent that such claims, liabilities, loss, damage, costs, fines, penalties and expenses are caused by the gross negligence or misconduct of the Seller or Seller's Affiliates.

16.8. Any claim that is not related to the quality and/or quantity of the Marine Fuels must be notified by the Buyer to the Seller in writing, including all documentation available to prove and justify such a claim, within thirty (30) days from the date of supply of the Marine Fuel(s).

16.9. The provisions of this Clause 16 shall continue to apply notwithstanding the termination or expiry of the Contract for any reason.

17. FORCE MAJEURE AND OTHER EXCEPTIONS

Neither of the Parties will be responsible in the event of breach or defective fulfilment of any of these GT&Cs due to an event of Force Majeure.

For the purposes of these GT&Cs, Force Majeure is understood to be any foreseeable or unforeseeable events that, being beyond the control of the Parties, could not be avoided by the Parties

by use of reasonable means, that have a direct effect on its execution, preventing or hindering, beyond what is reasonable, the fulfilment of the obligations arising under the Contract, expressly excluding the payment obligations of the Buyer with regard to the Marine Fuel(s) supplied.

The Party that is prevented from performing the Contract, shall inform the other Party without delay and will take all measures reasonably available to it to eliminate the cause of hindrance, or to mitigate its effects on the Contract, it being duly understood that it will re-establish fulfilment of the Contract as soon as possible after elimination of that cause. If the situation persists for more than one (1) month, the Party not affected by the Force Majeure may decide to terminate the Contract and in the event of Force Majeure preventing or suspending the supply for a term exceeding fifteen (15) days, the Seller may terminate the Contract.

Force Majeure means, without limitation:

- (i) war, hostilities, blockades, riots, civil uprising, strike, lockout, labour or employment litigation, epidemics, fire, flooding, ice, hazards of the sea, other eventualities caused by nature;
- (ii) prohibition to import, export or on transit, or other executive or legislative action by any government in the country of origin, or within the territory to which it or its raw materials are to be supplied; and
- (iii) total or partial failure of the means of supply, problems in transport that affect the fuel that is to be supplied, or its raw materials, outage in the supply of energy or other causes or circumstances that aggravate any existing difficulty at the time of the Contract and that affect the possibility of supplying the Marine Fuels ordered.

18. SUSPENSION, BREACH AND TERMINATION

18.1. Without prejudice to any other rights and remedies, the Seller may orally (confirming such notification in writing) or by written notice to the Buyer, terminate or suspend delivery of any Marine Fuel(s) with immediate effect if:

- (i) the Buyer is in breach of any of its obligations under any other agreement with the Seller and/or its Affiliates, and fails to remedy such breach within thirty (30) days after being provided with written notice of the existence of such breach;
- (ii) there is a Change of Control of the Buyer;
- (iii) the Buyer or any guarantor of the Buyer should go into, or have a petition presented for, its liquidation, or should take any action or be subject to any similar act or thing under any applicable law, such as:
 - A. the making of a general assignment for the benefit of creditors by the Buyer;
 - B. the entering into any arrangement or composition with creditors (other than for the purposes of a solvent reconstruction or amalgamation);
 - C. the institution by the Buyer of proceedings seeking to adjudicate the Buyer as bankrupt or insolvent, or seeking protection or relief from creditors, or seeking liquidation, winding up, or rearrangement, reorganization or adjustment of the Buyer or its debts (other than for purposes of a solvent reconstruction or amalgamation), or seeking the entry of an order for the appointment of an administrator, a receiver, trustee or other similar official for the Buyer or for all or a substantial part of the Buyer's assets; or
 - D. the institution of any proceeding of the type described in (c) above against the Buyer.

For the purposes of these GT&Cs, a “**Change of Control**” shall be deemed to occur if:

- (i) a person acquires Control of the Buyer where no person previously had Control of the Buyer;
- (ii) the ultimate parent company of the Buyer ceases to have Control of the Buyer;
- (iii) a person acquires Control of the ultimate parent company of the Buyer; or
- (iv) a person who is not under the Control of the ultimate parent company of the Buyer acquires Control of the Buyer.

18.2. On termination of any Contract for any reason all sums owed to the Seller shall become immediately due and payable.

18.3. Without prejudice to any other rights or remedies, the Seller may suspend deliveries or vary the stipulated method of payment with immediate effect if the Buyer is in breach of any of its obligations under any Contract.

18.4. In the case of multiple deliveries under a Contract, notwithstanding anything else to the contrary expressly indicated or implied otherwise (and without prejudice to Seller's rights), the Seller may, at its sole discretion, either terminate the Contract immediately or immediately suspend delivery under the Contract until further notice, on notifying the Buyer either orally (confirming such notification in writing) or by notice in writing, if the Buyer fails to make any payment due to the Seller under the Contract in full by the due date.

19. RESTRICTIONS

In relation to any Marine Fuel(s) sold or to be sold to the Buyer on a duty or tax-exempt basis, Buyer shall comply with all local requirements and shall execute all such documents necessary to permit the sale on such basis, including any declarations on use of the Marine Fuel(s). To the extent that a claim is made by any authority against the Seller or Delivering Company on the basis that such Marine Fuel was liable for duty or taxes and such claim arose partly or wholly due to the action, omission or fault of the Buyer (including any use of Marine Fuel in domestic waters), the Buyer shall indemnify Seller and Delivering Company against any claims, losses, costs (including costs as between attorney or solicitor and client), damages, liabilities, fines, penalties and expenses attributable to such action, omission or fault of the Buyer.

20. HEALTH AND THE ENVIRONMENT

20.1. If, in the course of any delivery under a Contract there is an escape or spillage of Marine Fuel(s):

- (a) the Buyer agrees that, if a Pollution Event occurs before, during, or after delivery of the Marine Fuel(s), the Seller or the Delivering Company may, at its sole discretion, take reasonable steps to control and terminate the Pollution Event, contain and remove the escaped Marine Fuel(s) and clean the affected area. The Buyer must afford the Seller and the Delivering Company its reasonable co-operation in implementing steps under this Clause. If the Pollution Event is caused by an act or omission of the Buyer, its employees, or Agents (other than the Seller and the Delivering Company), the Buyer shall indemnify the Seller and the Delivering Company for the cost of any steps taken under this Clause 20.1(a). If both Parties are at fault, all expenses, claims, losses, damages, liabilities and

- penalties shall be divided between the Parties in accordance with the respective degrees of fault; and
- (b) the Buyer shall supply the Seller with any documents and information concerning the Pollution Event, or any programme for the prevention thereof, as requested by the Seller or required by law or regulations applicable at the Delivery Port or other location at which the supply is made.

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

20.3. The Buyer will provide ready and safe means of access to the Equipment for delivery of the Marine Fuels at the Delivery Port or other location at which the supply is to be made, and shall not obstruct access to the Equipment for delivery. Delivery will not commence until such time as the Pre-delivery Checklist has been jointly and satisfactorily completed and signed by or on behalf of both the Seller and the Buyer.

20.4. The Seller and the Buyer represent to each other that they are in compliance with all applicable laws and government regulations with respect to the environment and that they have policies of environmental responsibility in place concerning their respective Marine Fuels processes.

21. NEW AND CHANGED REGULATIONS

21.1. It is understood by the Parties that any Contract entered into is in reliance on the laws, rules, regulations, decrees, agreements, concessions and arrangements (the "**Regulations**") in effect on the date on which the Contract is entered into, including those relating to the production, acquisition, gathering, manufacturing, transportation, storage, trading or delivery of Marine Fuel(s), insofar as such Regulations affect the Seller.

21.2. In the event that at any time during the term of a Contract any Regulations are changed or new Regulations become effective whether by law, decree, regulation or response to the insistence or request of any governmental or public authority or any person purporting to act therefore, and the effect of such changed or new Regulations (a) is not covered by any other provision of these GT&Cs, and (b) has a material adverse economic effect upon either the Seller or the Buyer, then the Seller or the Buyer (as the case may be) shall have the option to request renegotiations of the price(s) or other pertinent terms provided for in the Contract. Such option may be exercised by the relevant Party at any time after such changed or new Regulation is promulgated, by written notice to the other Party including the new price(s) or terms desired. If the Parties do not agree upon new price(s) or terms within thirty (30) days after the relevant Party has given such notice, such Party shall have the right to terminate any Contract. Any Marine Fuel(s) lifted during this period shall be sold and purchased at the price and on the terms applying under the Contract without any adjustment in respect of the new or changed Regulations.

22. SANCTIONS AND TRADE RESTRICTIONS

22.1. Each of the Parties hereby represents, warrants and undertakes, in relation to the Applicable Laws and to the Authorities, that they will each comply with the economic, operational and legal sanctions administered or enforced by the Authorities and each Party undertakes to refrain from dealing directly (and, to the best of their knowledge, indirectly) with any sanctioned country

(including the country of origin of the Marine Fuel(s), the country or countries in which the Marine Fuel(s) may be supplied, loaded, transported, delivered, discharged, stored or transit during the performance of the Contract, and its financing, payment and insurance), entity, group or person, including the designation of any specified Vessels, in their relationships and activities in connection with the Contract and they shall each respectively take no action which would subject the other Party to fines or penalties under Applicable Laws;

22.2. Notwithstanding anything to the contrary herein:

- (i) nothing in the Contract is intended, and nothing herein should be interpreted or construed, to induce or require either Party hereto to act in any manner (including failing to take any actions in connection with a transaction) which is inconsistent with, penalized or prohibited under Applicable laws; and
- (ii) neither Party shall be obliged to perform any obligation otherwise required by a Contract (including an obligation) to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts if this would be in violation of, inconsistent with, or expose such Party to punitive measures under Applicable Laws.

22.3. Where any performance by a Party would be in violation of, inconsistent with, or expose such Party to punitive measures under, Applicable Laws, such Party (the "**Affected Party**") shall, as soon as reasonably practicable give written notice to the other Party of its inability to perform.

Once such notice has been given the Affected Party shall be entitled to:

- (i) immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation;
- (ii) if it is not possible to suspend the affected obligation and the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the Contractual time for discharge thereof, to a full release from the affected obligation, provided that where the relevant obligation relates to payment for goods which have already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the Affected Party may lawfully resume payment; and/or
- (iii) where the obligation affected is acceptance of the Vessel, to require the other Party to nominate an alternative Vessel,

in each case without any liability whatsoever (including any damages for breach of Contract, penalties, costs, fees and expenses).

22.4. From time to time, at the reasonable request of the Seller, the Buyer will confirm in writing that it has complied with its undertakings under this Clause and will provide any information reasonably requested by the Seller in support of such compliance.

22.5. In the event of any breach, and notwithstanding the right to terminate the Contract defined hereunder, the Party in breach shall adopt any necessary or required measure by the other Party, in order to remediate or minimize its effects.

22.6. Each Party may terminate a Contract forthwith upon written notice to the other Party at any time, if in its reasonable judgment the other Party is in breach of any of the representations, warranties or undertakings contained in this Clause.

23. ANTI-CORRUPTION

The Parties will each comply with all Applicable Laws relating to anti-bribery and anti-money laundering.

The Parties shall not, directly or indirectly,

- (i) pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to:
 - a. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
 - b. an officer or employee of a public international organization;
 - c. any person acting in an official capacity for or on behalf of any government or department, agency or instrumentality of such government or of any public international organization;
 - d. any political Party or official thereof, or any candidate for political office;
 - e. any director, officer, employee, or Agent/representative of an actual or prospective counterparty, supplier or customer of the Buyer or Seller; or
 - f. any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
 - a. engage in other acts or transactions,

in each case if this is in violation of or inconsistent with the applicable anti-bribery or anti-money laundering law, rule or regulation of any relevant government including the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the UK Anti-Terrorism, Crime and Security Act 2001, the Money Laundering Regulation 2007 and the Proceeds of Crime Act 2002 and the applicable country legislation implementing the Organization for Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

The Parties shall implement and/or maintain those appropriate controls to reasonably be aware of any breach of any of the aforesaid.

In the event of any breach, and notwithstanding the right to terminate the Contract, the Party in breach shall adopt any necessary or required measure by the other Party, in order to remediate or minimize its effects.

Each Party may terminate a Contract forthwith upon written notice to the other Party at any time, if in its reasonable judgment the other Party is in breach of any of the representations, warranties or undertakings contained in this Clause.

24. REACH COMPLIANCE

For deliveries where the loading terminal, the delivery port, or any other location at which the supply is to be made is located within the EEA, the Seller and the Buyer shall comply with Regulation (EC) No. 1907/2006 (“**REACH Regulation**”), Regulation (EC) No. 1272/2008 (“**CLP Regulation**”), and any amendments or replacements thereto, as applicable to the sale and supply of Marine Fuels.

The Seller shall provide the Buyer, free of charge, with a current Safety Data Sheet (“SDS”) prepared in accordance with the CLP Regulation, including the information required under the REACH Regulation. Where the Seller is an EEA manufacturer or importer, the SDS shall also specify the registration or pre-registration status of the relevant substances. The SDS shall be provided in the official language(s) of the country where the Marine Fuels are delivered, or as otherwise agreed between the Seller and the Buyer.

The Buyer shall be responsible for ensuring that its intended uses of the Marine Fuels are covered by the identified uses in the Seller’s registration(s) or otherwise communicated to the Seller in due time in accordance with Article 37 of the REACH Regulation. The Buyer acknowledges that the Marine Fuels shall comply with the REACH Regulation only for those uses and under the conditions stated in the SDS and/or in the Seller’s specifications. The Seller makes no representation or warranty, and shall bear no liability, for any other use of the Marine Fuels, whether or not such use has been notified to the Seller.

Neither the Seller nor its suppliers shall provide any indemnity in relation to the implementation or consequences of the REACH or CLP Regulations. The Parties shall, however, reasonably cooperate and exchange any information required to ensure their respective compliance obligations are met.

Both Parties shall conduct their activities in line with best industry practices, complying with internationally accepted standards regarding safety, health, quality and the environment, and in accordance with all applicable laws, rules and regulations at the place of performance, ensuring that all required authorizations, notifications, and communication requirements are fulfilled.

25. RECORDING, RETENTION AND MONITORING OF COMMUNICATIONS

Each Party hereby acknowledges to the other Party and consents that such other Party may without any further notice and to the extent permitted by law:

- (i) record and retain electronic transmissions (including telephone conversations, e-mail, and instant messaging between the Parties’ respective representatives in connection with the Contract or other commercial matters between the Parties) on central and local databases for their respective legitimate purposes, including be used as evidence; and
- (ii) monitor electronic transmissions through their internal and external networks for purposes of security and compliance with applicable laws, regulations and internal policies for their legitimate business purposes.

26. APPLICABLE LAW AND DISPUTE RESOLUTION

Each Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States

Any and all disputes arising out of or in connection with a Contract shall be referred to arbitration in New York, Madrid or Singapore, at the Seller exclusive option, before three (3) persons, one to be appointed by each Party and the third by the two so chosen. The arbitration shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. The decision of any two of the three arbitrators shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, should the sum claimed by each Party not exceed one hundred thousand US Dollars (US\$ 100,000.00) (exclusive of interest, arbitration costs, and legal expenses) or such other sum as the Parties may agree, the dispute shall be governed by the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc., as defined in the Society's current rules for such procedure.

The United States Federal Maritime Lien Act will apply to any determination of the existence of a maritime lien, attachment or any other maritime claim regardless of where the Seller commences any legal action against the Buyer.

27. MISCELLANEOUS

27.1. Amendments and variations

These GT&Cs may not be amended or modified orally, and no amendment or modification shall be effective unless it is in writing, signed by authorized representatives of each of the Seller and the Buyer.

27.2. Notices

27.2.1. Any Party giving notice under a Contract shall ensure that it is effectively given, and such notice shall be treated as received during the recipients' Working hours. If such notice is sent outside the recipients' Working hours, it shall be treated as having been received during the recipients' next Working day.

27.2.2. Except where expressly stated otherwise, any notice, demand, request, statement, or other communication under or in connection with a Contract shall only be effective if it is in writing.

27.2.3. Notices, demands, requests, statements or other communications under or in connection with a Contract shall be sent to a Party at the e-mail address specified from time to time by the Party to whom the notice is addressed.

27.2.4. Any notice given under or in connection with a Contract shall be effective only upon actual receipt by the recipient at the address specified in the Contract or as otherwise communicated between the Parties.

27.2.5. Where a Contract 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 Seller.

27.3.No waiver

No failure or delay by either Party in exercising any right, power, or remedy under a Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Any waiver must be in writing and signed by the Party granting it, and shall apply only to the specific instance for which it is given.

27.4.Waiver of immunities

To the extent that the Buyer may be entitled, in any jurisdiction, to claim immunity (whether sovereign or otherwise) from suit, jurisdiction, enforcement, attachment (before or after judgment), or execution with respect to itself or its assets, the Buyer hereby irrevocably waives and agrees not to claim any such immunity in connection with any legal proceedings arising out of or relating to a Contract. This waiver shall be effective to the fullest extent permitted by applicable law.

27.5.Entire agreement

The Contract constitutes the sole and entire agreement of the Parties with respect to the subject matter contained therein, and supersedes any previous agreement, written and/or oral, with respect to such matter.

27.6.Severability

If any provision of a Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from such Contract. The remaining provisions shall remain in full force and effect and shall not be affected or impaired thereby. The Parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that most closely reflects the original intent.

27.7.Rights of third-parties

Any Contract is made solely for the benefit of the Parties thereto and their permitted successors and assigns. No person or entity who is not a Party to the Contract shall have any right to enforce or rely upon any term of a Contract, unless expressly stated therein.

27.8.Assignment and succession

The Buyer may not assign, transfer, or delegate any of its rights or obligations under a Contract without the prior written consent of the Seller, which shall not be unreasonably withheld. Any attempted assignment without such consent shall be null and void. Subject to the foregoing, a Contract shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

If the Buyer is acting as a part of a chain of contracts or as a company in a group of companies, the Buyer represents and warrants to the Seller that it has direct right to be paid by the Vessel Owner in case of non-payment by any other parties in the chain of contracts, or the group of companies. The Buyer represents and warrants to the Seller that any receivables that any of the parties of the chain of contracts or group of companies shall not be assigned or encumbered in any form whatsoever if the Seller has not been timely paid in full.

The Seller may at any time assign all or any part of the benefit of, its rights, benefits or obligations under, any Contract.

27.9.Substitution

In respect of any of the ports of delivery listed in the Port Services Guide, at any time the Seller may transfer its rights and obligations under a Contract (without further notice to the Buyer) in respect of supplies of Marine Fuel(s) to the Buyer to the Delivering Company identified for the relevant port of delivery. The Buyer agrees that upon such transfer it shall be bound to buy and take from the Delivering Company the whole or any part of the Marine Fuel(s), upon these GT&Cs in all respects as if the Delivering Company was named as the Seller in such Contract, and the Seller shall be discharged from all of its obligations under such Contract to the Buyer in respect of the supply of Marine Fuel(s) at that port of delivery.

Notwithstanding the foregoing provisions:

- (i) notices to be given by or to the Seller or the Delivering Companies shall be given by or to the Seller (unless otherwise indicated); and
- (ii) unless the Buyer is requested to make payments directly to the Delivering Company, payments shall be made to the Seller for the benefit of the Delivering Company.

Notwithstanding the foregoing provisions of this Clause the Seller shall remain bound as guarantor to the Buyer for the performance by the Delivering Company of its obligations under any Contract in respect of supplies of Marine Fuel(s).

27.10. Confidentiality

27.10.1. Each Party shall treat all information obtained as a result of entering into or performing any Contract which relates to:

- (i) the subject matter of these GT&Cs; or
- (ii) the other Party,

as confidential.

27.10.2. Each Party shall:

- (i) not disclose any such confidential information to any person other than any of its directors or employees who needs to know such information in order to discharge his/her duties;
- (ii) not use any such confidential information other than for the purpose of satisfying its obligations under any Contract; and
- (iii) procure that any person to whom any such confidential information is disclosed by it complies with the restrictions contained in this Clause as if such person were a Party to the Contract.

27.13.3. Notwithstanding the other provisions of this Clause, either Party may disclose any such confidential information:

- (i) if and to the extent required by law or for the purpose of any judicial proceedings;
- (ii) to a Delivering Company;
- (iii) to its Affiliates, professional advisers, auditors and bankers;
- (iv) if and to the extent the information has come into the public domain through no fault of that Party; or
- (v) if and to the extent the other Party has given prior written consent to the disclosure, such consent not to be unreasonably withheld, further to written notice being provided to the other Party.

27.13.4. The restrictions contained in this Clause 27.13. shall continue to apply after the termination of any Contract.

27.11. No partnership

Nothing in any Contract shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Each Party is acting independently and shall not represent itself as having authority to bind the other Party or act on its behalf.

27.12. Data and data protection

27.12.1. Any personal data supplied by a Buyer and/or which relates to a Buyer's account, specifically personal data of natural persons associated with it (such as representatives, contacts, Agents, or guarantors), will be processed by the Seller as Data Controller as required to (i) perform the Contract; (ii) confirm and update the Seller's customer records, and manage the commercial relationship; (iii) fulfil the Seller's legal obligations; and (iv) to complete statistical analysis, ongoing credit status assessment, and fraud prevention. This processing may continue after any Contractual relationship has ended, for the duration of the applicable legal prescription period.

Alternatively, the Buyer may be requested to complete or fulfil other checks as may be necessary to satisfy credit assessments, money laundering or fraud detection requirements.

27.12.2. The Seller may disclose such data to credit reference agencies, Agents or sub-Contractors, suppliers, underwriters, and competent public authorities when legally required. Should any of these recipients be located outside the European Economic Area, the Seller will ensure that the international data transfer is covered by appropriate safeguards, such as the Standard Contractual Clauses approved by the European Commission.

27.12.3. Pursuant to European Regulation (UE) 2016/679 (GDPR) and the Spanish Organic Law 3/2018 on Personal Data Protection, the Seller undertakes to comply with all applicable data protection legislation. The natural persons whose data is processed have the right to access, rectify, erase, restrict, object to the processing of their data, and to data portability at **derechos.arco@moeveglobal.com**, as well as the right to lodge a complaint with the Spanish Data Protection Agency (AEPD). In addition, they can also contact the Seller's data protection officer at **dpo@moeveglobal.com**.