

THE BARREL OIL PTE LTD

INTERNATIONAL MARINE BUNKERS - TERMS AND CONDITIONS (1st July 2009 Edition)

Terms and conditions upon which The Barrel Oil Pte Ltd of 201 Henderson Road, #09-12 Apex @ Henderson, Singapore 159545, agrees to sell and deliver or to arrange for the sale and delivery of Marine Fuel.

These terms and conditions shall override and supersede all other terms and conditions which any Buyer may introduce or purport to apply to the contract between the Buyer and Seller.

Any variation to these terms and conditions by the Buyer (including the incorporation of any other terms) shall be inapplicable and of no effect unless expressly agreed to in writing by the Seller. The Seller however reserves the right to make such amendments and revisions to these Terms and Conditions as may be required and the latest edition at the time of contracting shall be applicable where these terms and conditions are referred to.

Definitions:

- 1 Unless the context otherwise demands:
 - (a) "Seller" means The Barrel Oil Pte Ltd.
 - (b) "Buyer" means the person, party, entity or corporation which accepts a quotation of the Seller for the sale of Marine Fuel or whose order for Marine Fuel is accepted by the Seller.
 - (c) "Delivery Company" means the party supplying the Marine Fuel to the Buyer for and on behalf of the Seller in accordance with these terms and conditions.
 - (d) The "Vessel" means the vessel nominated by the Buyer to receive the Marine Fuel purchased from the Seller under the Contract.
 - (e) "Marine Fuel" includes but is not limited to marine fuel oil, intermediate fuel oil, marine diesel oil and gas oil.
 - (f) The "Contract" means the contract of sale on the terms hereof between the Buyer and the Seller for the delivery in question, which shall be entered into in the manner provided in Clauses 2 and 3 hereof and shall be subject always to the terms and conditions hereunder.

Nominations:

2. The Buyer shall give to the Seller notice of delivery to the Buyer's nominated Vessel (hereinafter called a "nomination") of not less than five clear working days. The nomination shall contain the following information:
 - 2.1 a confirmation of the grades and quantities of Marine Fuel ordered
 - 2.2 the name and/or flag and/or IMO number of the Vessel
 - 2.3 the name and contact details of the Vessel's local agent
 - 2.4 the expected date and time of arrival and delivery to the Vessel
 - 2.5 where delivery is ex-barge tanker, the location of the Vessel
 - 2.6 any other details as shall be necessary or required by the Seller.
3. The Seller shall decline or accept the nomination in writing. The nomination and its acceptance by the Seller, with an agreement in price between the Buyer and the Seller shall constitute a Contract.

In the event the Seller is requested by the Buyer to quote for the sale and delivery of Marine Fuel and the Buyer accepts the Seller's quote in writing, the acceptance of the quote shall constitute the Contract between the Seller and the Buyer. The Buyer shall nevertheless be obliged to observe the requirements of Clause 2 above to ensure proper delivery.

The price shall be the agreed price in US Dollars as set forth in the Contract. The Seller reserves the right, by giving notice to the Buyer in writing at any time before delivery, to increase the price of the marine fuel to reflect any increase in the cost to the Seller caused by any change in delivery dates, quantities or specifications for the Marine Fuel which is requested by the Buyer, or, caused by any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions: and the Buyer shall be bound by and pay such increased price.

4. "Working days", means working days in the place where the notice in question is received.
5. The Seller shall be at liberty to make arrangements with the Delivery Company to supply the whole or any part of the Marine Fuel which under the Contract is to be sold and delivered to the Buyer.

Cancellation:

6. The following provisions shall apply for cancellation.
 - 6.1 If the vessel which requires delivery of Marine Fuel fails to arrive or fails to receive the Marine Fuel within forty-eight (48) hours of the expected date of arrival or expected date of delivery as notified in accordance with clause 2 hereof, the Seller has the option to cancel the Contract without incurring any liability whatsoever. In this event however, the Buyer shall be liable for and undertakes to fully indemnify the Seller against all and any direct and indirect/consequential losses, fines, penalties and expenses howsoever incurred or sustained arising out of or in connection with the cancellation of the Contract
 - 6.2 The Buyer may cancel the Contract by giving written notice of cancellation any time before the date of delivery. In cancelling the Contract the Buyer understands that he will be liable for and undertakes to fully indemnify the Seller for all expenses and costs and to pay for all and any direct and indirect/consequential losses, fines penalties and expenses howsoever incurred or sustained by the Seller as a result of such cancellation.
 - 6.3 In the event of a cancellation of the Contract by the Seller pursuant to Clause 6.1 above, or if the Buyer cancels the Contract pursuant to Clause 6.2 above or by reason of a failure of the Buyer or the Nominated Vessel to take delivery on the date of delivery, in addition to fully indemnifying the Sellers for all costs and expenses, the Buyer shall pay the Seller a liquidated damages/cancellation charge as follows:
 - 6.3.1 The sum equivalent to the difference between the Contract price and the market price as reported in Platts Far East Bunker Assessment for Singapore Fuel Report before the day the Contract is cancelled, multiplied by the quantity of Marine Fuel contracted for; or
 - 6.3.2 A lump sum of USD2000, whichever is higher.

Charges:

7. In addition to the price payable for Marine Fuel the Buyer shall pay the following charges:
 - (a) Any charges related to the delivery of the Marine Fuel to the nominated Vessel including but not limited to any lighterage, wharfage dues or barging/jetty fees.
 - (b) Any expenses howsoever incurred as a result of the master of the Vessel or any responsible crew rejecting the whole or any part of the delivery under a Contract.
 - (c) Any mooring or unmooring charges, port dues and pilotage and tugboat charges which may be incurred by the Seller and/or Delivery Company in connection with any Vessel to which Marine Fuel is delivered hereunder.
 - (d) Any duties, taxes (including Goods and Services Tax), imposition charges freights, premiums, or other costs for which the Seller and/or Delivery Company is accountable in respect of deliveries of Marine Fuel under a Contract.
 - (e) Any additional costs incurred by the Seller and/or Delivery Company in respect of deliveries made under a Contract including payments for overtime.
 - (f) Any charges which result from the Buyer's or its agent's failure to provide sufficient information as well as delays caused by the receiving Vessel, whether due to loading cancellations, the receiving Vessel's noncompliance with port authority or governmental regulations, extraordinary loading limitations (including but not limited to any losses or expenses incurred by the Seller or the Delivery Company, or, any claims filed by subsequent customers as a result of the delay caused by the receiving Vessel's slower than normal/ordinary receiving rate), special directions or orders of the Vessel master or pilot, breakdown in the receiving vessel's machinery and equipment, or, otherwise.

Invoices:

8. The Seller shall issue an invoice to the Buyer and/or their local agents and/or The Master and Owners of the Vessel, for the price of the Marine Fuel delivered to the Buyer as well as for any of the other charges referred to at clause 7 hereof) in US dollars or in such other currency as may have been agreed between the Seller and the Buyer before delivery.
9. At the option of the Seller the invoice may be submitted to the Buyer or their local agents or the Vessel by telegraphic means or by facsimile.

Payment:

10. All payments owed by the Buyer under Contract (including the charges set out at clause 7 hereof) shall be paid to the Seller in the manner set out herein.
11. The Buyer shall pay the total of the invoice in full without any deduction, discount, withholdings, legal or equitable set-off or counterclaim whatsoever, within thirty (30) days of the date of delivery of the Marine Fuel, unless otherwise specifically agreed between the Buyer and the Seller. For the avoidance of doubt the Buyer shall make full payment of the invoice notwithstanding that they may be a dispute between the parties including but not limited to any dispute arising out of or in connection with the quality or quantity of Marine Fuel supplied.
12. All payments are to be made in Singapore. When payment is made by telegraphic transfer, payment is only deemed to be made when the said transfer is unconditionally cleared and confirmed by the Seller's bank within the period stated herein. In all other cases, except where payment is made by way of cash, payment shall be deemed to have been made to the Seller on the date that the relevant funds are credited to the Seller's designated bank account and unconditionally cleared. If payment falls due on a non-business day, that is, a weekend or other day on which the Buyer's or the Seller's bank is closed, then payment shall be made on or before the previous business day.
13. Any amount payable by the Buyer and not paid on the date on which payment is due, shall bear interest calculated from day to day at the rate of 2 percent per calendar month from such date until actual receipt by the Seller of the funds.

Security:

14. The Seller may, at its option, demand that payment be made at any time before the date for payment whether before or after delivery of the Marine Fuel, or may demand the giving of such security as it may specify.
15. Marine Fuel is supplied under a Contract on the basis and understanding that the Buyer has the authority of the beneficial owners of the Vessel to so contract for the same. In contracting with the Seller, the Buyer warrants that it has the authority of the beneficial owners of the Vessel to purchase the Marine Fuel to be delivered to the Vessel. The Buyer acknowledges that in the event of non-payment of the Seller's invoice, the Seller may instruct solicitors to arrest the Vessel, in which event the Buyer will be held responsible for and shall indemnify the Seller for all the consequences, direct or indirect, of any wrongful arrest.
16. If at any time the Buyer has failed to make any payment or give any security required (whether in terms of this clause or not), the Delivery Company and the Seller shall, in addition to any other remedy, be entitled to suspend or terminate deliveries under the Contract concerned (in so far as they have not already taken place) and to assert all their rights against the Vessel. The Seller may also suspend or terminate any other contracts that it may have with the Buyer. In the event of such suspension or termination, the Buyer shall have no recourse against either the Seller or the Delivery Company concerned.
17. Notwithstanding any of the provisions contained herein and where:-
 - (i) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction): or
 - (ii) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - (iii) the Buyer ceases, or threatens to cease to carry on business: or
 - (iv) the Seller reasonably apprehends that any of the events mentioned above is about to occur, or, that Buyer is unlikely to perform its obligations under the Contract.

the Seller may, in its absolute discretion and without prejudice to any other available right or remedy, cancel the Contract or suspend any further deliveries, in which event, the price of deliveries which have already been made, but not been paid for, shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; or, the Seller may alter any of the Terms and Conditions relating to the Buyer's obligation to pay or may demand payment in cash in advance of delivery, or that the Buyer is to provide security satisfactory to the Seller.

18. In the event of the Buyer's failure to make payment as aforesaid under this section, the Seller may, without prejudice to its other available rights and remedies, sell the Marine Fuel contracted for at prevailing market price, in which event, the Buyer shall be liable for any loss suffered by the Seller resulting from a difference between the price agreed by the parties and the market price.
19. If the Buyer is in default of the full or any payment, or if its financial condition, in the Seller's sole opinion becomes impaired or if proceedings in bankruptcy or insolvency are instituted by and or against the Buyer or in the case of liquidation or dissolution of the Buyer, or any other reason at the Seller's sole judgment, any and all postponed or deferred payment including interest thereon, shall become immediately due and payable and the Seller reserves the right to offset the same against any debts due to the Buyer or its holding or subsidiary companies, affiliates, associated or related companies. Exercise of any such right shall be without prejudice to the Seller's right to recover damages or losses sustained and resulting from any default by the Buyer, and the Seller shall have the right to suspend/and to cancel deliveries hereunder.

Delivery:

20. Delivery of Marine Fuel under a Bunkering Commitment shall continue, if the master of the receiving Vessel so requests, during night hours and religious and secular holidays, unless prohibited by laws or regulations applicable.
21. The vessel will be bunkered as promptly as circumstances permit, but the Delivery Company or Seller shall not be liable for any loss, damage, delay, consequential losses, or demurrage whatsoever which may be suffered by the Buyer as a result of any delay arising from congestion affecting the Delivery Company's or Seller's facilities or delay caused by quality or quantity disputes (including those caused by any surveys conducted by or on behalf of or at the request of the Buyer, whether independently or pursuant to the Terms and Conditions herein), or delay from any other circumstances beyond the reasonable control of the Seller or Delivery Company, howsoever caused.
22. Where delivery of Marine Fuel is carried out by barge/tankers to vessels in Singapore territorial or jurisdictional waters the bunkering operation shall be subject to an shall follow the procedures prescribed by the Code of Practice for Bunkering ("SS600:2008") issued by Spring Singapore and the Maritime and Port Authority of Singapore, latest edition, or any revision or equivalent replacement. Where delivery is in any other port, the equivalent local regulation shall apply. In the absence of any such regulations, the bunkering procedures shall follow the Seller's procedures and directions of its authorized personnel.
23. In any case where delivery is made by barge/tanker, the Buyer shall provide, free of cost to the Seller/Delivery Company a clear and safe berth for the barge/tanker alongside the vessel's receiving lines.
24. For ex-wharf deliveries and where SS600:2008 does not apply, the bunkering procedures shall follow the Seller's procedures and directions of its authorized personnel.
25. The Seller/Delivery Company shall not be required to deliver into any of the Vessel's tanks, Marine Fuel which requires a government permit for export and which permit has not been obtained by the Buyer or the Buyer's accredited representative. In event that any government permits or licenses are required for any delivery, the Buyer shall be responsible for obtaining it and the Seller shall not make any deliveries until the same is obtained.
26. Unless otherwise agreed, the Buyer shall not be entitled to receive Marine Fuel other than into tanks usually used as the Fuel bunker tanks of the Vessel to which the delivery is to be made.
27. The quantity of any grade of Marine Fuel to be delivered shall be determined from either the gauge or meter readings of the shore/barge tanks before and after delivery. Invoices and payments shall be based on the quantity actually delivered.
28. In the event that the receiving vessel arrives earlier or later than expected date of arrival at the location as notified in Clause 2 hereof, the Seller is under no obligation whatsoever to effect prompt delivery, and, any guarantee or warranty given expressly or impliedly as to prompt delivery is hereby excluded.
29. The Seller may elect to discontinue operations at any delivery or loading location, for any reason whatsoever, including, but not limited to the occurrence of accidents and incidents beyond the control of the Seller/Delivery Company, and without obligation to the Buyer.
30. The Buyer agrees to pay and indemnify the Seller against all claims and expenses in respect of any loss, damage, injury or delay whatsoever and howsoever caused by the receiving vessel to any person, barge, lighter, tug and/or its equipment.
31. The Buyer shall make the connection between the pipeline or delivery hoses and the receiving vessel's intake line and shall render all other necessary assistance and provide sufficient tank space and equipment to receive promptly, each and every consignment of the delivery. The Buyer is responsible for ensuring that the Marine Fuel is delivered at a safe rate and pressure, and, that all equipment utilized therefore is in a safe and satisfactory condition.
32. If on the date of delivery the Buyer fails to take delivery of the Marine Fuel or any part thereof, the Seller shall be entitled, at the Buyer's risk and expense, to transport the Marine Fuel back to and then store the same, or, to sell it in degraded form and at a lower price than that applicable under the Contract, without prejudice to the Seller's other rights under this Contract for damages or otherwise.

Environmental Protection:

33. The Buyer warrants that:

- (a) Each receiving vessel will be properly equipped, maintained and operated so as to avoid leakage, spillage, overflow or water or land pollution.
- (b) The Buyer and receiving vessel's personnel shall exercise due diligence to prevent oil pollution.
- (c) The receiving vessel will at all material times be in compliance with all national and international regulations.
- (d) The Master of the receiving vessel shall notify the Seller or Delivery Company of any special conditions, difficulties, peculiarities, deficiencies or defects with respect to the vessel or any part thereof which might adversely affect the delivery of Marine Fuel.

The Seller has the right to refuse to deliver Marine Fuel to the receiving vessel if, in its sole discretion, it decides that such delivery will probably result in adverse consequences of any kind whatsoever.

34. In the event of any leakage, spillage, overflow of bunkers causing or likely to cause pollution occurring at any stage, the Buyer shall, regardless as to whether Buyer or Seller is responsible, immediately take such action as is necessary to effect clean up and failing prompt action, the Buyer (who hereby warrants that he has been authorized by the vessel's Owners) is deemed to have authorized the Seller to take whatever measures the Seller deems fit to effect clean up at Buyer's expense. Any expense, damage, cost, fine or penalty arising from escape, spillage, discharge or pollution of oil shall be paid by the party that caused the same by a negligent act or omission. If both parties have acted negligently, any expenses etc, shall be divided between the parties in accordance with the respective degrees of negligence. The Buyer shall give or cause to be given to the Seller all such documents and other information concerning any escape, spillage or discharge or any program for the prevention thereof, which are requested by the Seller or required by law or regulation applicable at the time and place where the Seller delivers Marine Fuel to the Buyer.

Risk:

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

Retention of Title:

37. Notwithstanding that risk in the Marine Fuel delivered has already passed to the Buyer, title in the deliveries shall remain with the Seller and shall not pass to the Buyer until the price due for the deliveries has been paid in full. The Buyer shall be the bailee of the deliveries for the Seller until title has passed to the Buyer. The Buyer shall not pledge or in any way charge by way of security for any indebtedness the Marine Fuel or any part thereof which are the property of the Seller.
38. If Marine Fuel supplied pursuant to this Contract is mixed with other Marine Fuel or products, the Buyer hereby assigns and transfers to the Seller such quantity of the admixture as would satisfy all outstanding in respect of deliveries made under this Contract. In the event payment is not made at the time and in the manner above prescribed, the Seller shall have the right to regain possession of deliveries already made without being obliged to set a further deadline for payment, and, all expenses and charges arising in connection therewith shall be borne by the Buyer. In this respect, the Seller shall have the right to enter onto the receiving Vessel, take possession of and remove in such manner and for such use as the Seller sees fit, or, for sale to any party as the Seller may in its sole discretion decide, the Marine Fuel described herein. The Buyer shall render full assistance to the Seller to facilitate the said entry and the removal of the said Marine Fuel. The Seller shall not be responsible for any loss or damage, including any losses arising from the aforesaid entry or removal of the Fuel.

Quality:

39. Save for the contents of this section, all terms, conditions and warranties (whether express or implied) relating to the quality, merchantability or suitability or fitness for purpose of the Marine Fuel ordered are hereby excluded.
40. The Marine Fuel to be supplied hereunder shall be the Seller's or Delivery Company's commercial grades of Marine Fuel offered generally to its customer for similar use at the time and place of Delivery.
41. The Buyer shall have the sole responsibility for the selection and acceptance of the Marine Fuel to be used in the receiving Vessel, including making any determination of its compatibility with the fuel already on board the vessel.
42. Due to the wide variety of engine and boiler requirements, about which the Seller has no knowledge, as well as the possible mixtures Marine Fuel or other materials which the Seller has no control over, the Seller does not warrant or claim that the Marine Fuel which is the subject of the Contract, will function without complication in the specific engine or boiler(s) of the receiving Vessel, or, will be compatible with the fuel already

existing in the receiving vessel's tanks, or, fuel which is later commingled with the Seller's Marine Fuel.

Measurement and Samples:

43. The quantity of the Products delivered, taking into account the necessary adjustments in volume due to temperature differences, shall be determined by using prevailing ASTM-IP Petroleum Measurement Tables or methods of other internationally recognized standards authorities, at the discretion of the Seller in the countries where local regulations determine so, quantities measured by the customs authorities will be binding for both parties.
44. The quantity of Marine Fuel delivered shall be determined from the official gauge of the barge effecting delivery or by gauging in the Seller/Delivery Company's shore tank or by the Seller/Delivery Company's oil meter, at the Seller/Delivery Company's election. The determination of the quantity of Marine Fuel delivered as certified correct by the signature of the engineer on board the Vessel receiving the Marine Fuel on the Barge Delivery Receipt shall be conclusive evidence of the quantity of the Products delivered, and shall be final and binding upon the Seller and the Buyer.
45. The Seller/Delivery Company shall take three representative samples of each grade of Marine Fuel delivered by means of the Tank Composite Method or alternatively, by means of the Drip Method at the Barge's Bunkering manifold. The Buyer is entitled to be present at the sampling. One sealed samples shall be handed to the master or chief engineer of the vessel receiving the Marine Fuel and the other two retained by the Seller/Delivery Company for thirty (30) days from the date of delivery, in a safe place where they will not deteriorate. One of these samples shall be retained by the Seller/Delivery Company for its own use and the other shall, on request, be made available to the independent expert referred to below if the quality of the Marine Fuel, of which it is a sample, should be disputed. At the end of the said 30 days, the remaining samples, may be discarded unless the Buyer has made a complaint or claim under Clause 45 within the said 30 days.

Any samples of the Marine Fuels drawn by the Buyer or their appointed representatives without the Seller's knowledge or in the absence of the Seller shall not be a representative sample of the Marine Fuel supplied and shall not be admissible as evidence of quality of the Marine Fuel supplied to the Vessel under the Contract in any arbitration or other proceedings in relation to or arising out of or concerning the Contract.

Claims:

46. Any complaint or claim on the part of the Buyer which regard to the quality of the Marine Fuel delivered under a Contract, must be made to the Seller as soon as possible and in any event within thirty (30) days of the date of delivery, in default of which, the Buyer shall be deemed to have waived such complaints or claim. The Seller shall not be liable for any claims concerning quality which have not been notified within the 30 day period.

It is also a precondition of the Seller's consideration of any complaint or claim with regard to quality that:-

- (a) The Buyer has taken all reasonable steps to mitigate the consequences of having been supplied with nonconforming, Marine Fuel, assuming it is nonconforming.
 - (b) The Buyer provides the Seller with full details of the quantities and locations of all Marine Fuel on board the receiving vessel, the rate and quality of consumption since delivery and the location immediately prior to consumption, of the Marine Fuel consumed.
 - (c) The Buyer provides the Seller with information of each of the three (3) preceding deliveries of Marine Fuel to the receiving vessel, the quantity, quality and specifications of the Fuel supplied, the place and date of supply, and, the name of the supplier.
 - (d) If the Buyer is alleging that any equipment or machinery has been damaged by the Marine Fuel, then full details must be given to the Seller at the earliest opportunity, and the item must be preserved and made available for inspection on demand at any reasonable time or times, to the Seller or its representative.
47. No complaint or claim on the part of the Buyer with regard to the quantity of the Marine Fuel delivered shall be admissible unless made to the Seller/Delivery Company or its representative and noted on the delivery receipt at the time of the delivery and prior to the departure of the receiving Vessel, failing which, the Seller/Delivery Company's determination of the quantity of the Marine Fuel supplied shall be final, conclusive and binding on the Buyer.

In addition, upon the aforesaid notification of a complaint or claim being received with regard to quantity, and if the Buyer and Delivery/ Seller cannot resolve the differences between the receiving Vessel and barge or shore figures, the Buyer may immediately and before the Vessel sails, appoint an independent inspector approved by the Seller. The findings issued by such inspector shall be conclusive and binding on both the Buyer and the Seller.

48. If the quantity ascertained by the inspector or the quantity accepted by the Seller is less than the quantity of Marine Fuel nominated by the Buyer, and if the Buyer fails or refuses to request the Seller to supply such additional quantity, or, the quantity supplied is accepted by the Buyer or the Vessel without protest, the quantity so delivered shall be deemed to be full and complete delivery of the quantity nominated under the Contract and the Buyer shall have no claim whatsoever against the Seller for the quantity delivered or for any other claims whatsoever in relation to the supply of the Marine Fuel, including but not limited to any claims for delays.

49. The quality of the retained sample of the Marine Fuel shall be final and conclusive as to the quality of the Marine Fuel supplied as between the Seller and the Buyer. In the event of any disputes the sealed sample in the Sellers' or surveyors (if one is engaged) custody shall be tested at an internationally recognized laboratory of Seller's choice. Both parties have the right to witness the seal breaking of the Seller's or surveyors retained sample. The result of such testing shall be final, conclusive and binding on Sellers and Buyers.
50. If an expert is jointly appointed, his examination shall be effected solely on the basis of the sealed sample, the result of which shall be binding upon both parties. The costs of the analysis shall be borne by the Buyer, unless the complaint as to quality is shown to be justified.
51. The Buyer's submission of any complaint or claim shall not relieve it of responsibility to make payment in full as required under Clause II hereof.

Breach:

52. The Seller may terminate this Contract in whole or in part, at its sole discretion, upon the breach of any of the provisions hereof by the Buyer, in which event, the Seller reserves the right to recover from the Buyer all damages and costs (including but not limited to loss of profit) resulting from such breach.

Lien:

53. All deliveries of Marine Fuel under any Contract are deemed to have been ordered by or with the authorization of the beneficial owners of Vessel. The Buyer warrants that it has the authority to contract on behalf of the beneficial owners. It is agreed that the Seller will have and may assert a lien against the Vessel for amounts due under the Contract.

Force Majeure:

54. Neither the Seller nor the Delivery Company, nor the Buyer, shall be responsible for any failure to fulfill their respective obligations (other than the payment of money) hereunder, or, under a Contract, if fulfillment has been delayed, hindered, interfered with curtailed or prevented by:
- (a) Any circumstances whatsoever which are not within the control of the Seller/Delivery Company or the Seller/Delivery Company's suppliers or the Buyer as the case may be including but not limited to power failure or breakdown in machinery, equipment or vessel or difficulties in obtaining raw materials, labor, fuel, parts or machinery;
 - (b) fire, flood, explosion, accident, tempest, storm or any act of God
 - (c) Any curtailment, failure or cessation of supplies of Marine Fuel or the petroleum from which such Marine Fuel is derived or of any of the Seller/Delivery Company's or Seller/Delivery Company's suppliers' sources of supply (whether in fact such sources of supply is directly connected to the Marine Fuel to be delivered under the Contract or not);
 - (d) strikes, lockouts or other industrial action or labor disputes (whether involving employees of the Seller/Delivery Company or third parties);
 - (e) war or threat of war, sabotage, insurrection, civil commotion or requisition (including such events in the area of the crude oil producing countries
 - (f) Compliance with any order, demand or request of any international, national, port, transportation, local or other authority or agency.
55. The Seller shall give prompt notice of the Force Majeure and, so far as possible, of its extent and duration.
56. If as a result of any Force Majeure event, or any other event impacting on the global supply and/or price of petroleum products, supplies of crude oil or petroleum products are curtailed or become available to the Seller only under conditions which, in the Sellers' sole judgment are deemed unacceptable the Seller shall be entitled to withhold, reduce or suspend deliveries of the Marine Fuel to such an extent as the Sellers in its absolute discretion decide. The Sellers may allocate Products on any fair and reasonable basis according to its own discretion to any buyers but shall not be required to increase supplies from other sources or to purchase the Products to replace the supplies so curtailed or be liable to the Buyer or indemnify the Buyer against any loss or liability incurred by the Buyer arising from or as a result of any deficiency in the quantities of Products delivered.

Waiver:

57. The failure by the Seller or the Delivery Company to enforce any right against the Buyer shall not be considered as a waiver of that right.

Agents:

58. If the Contract is made by an agent acting for on or behalf of the Buyer, whether such agency is disclosed or, undisclosed then such agent shall be jointly and

In addition, if the Contract is made by the Buyer on behalf of a principal, whether such agency is disclosed or undisclosed, then the Buyers shall be jointly and severally liable with such principal for the proper performance of the Contract.

Assignment:

59. The Buyer shall not assign any of its rights and obligations hereunder unless expressly agreed to in writing by the Seller.

Limitation of Liability:

60. Without prejudice to any other conditions of this contract the Seller shall not be responsible for any claims whatsoever arising out of or in connection with the Buyer's receipt, use storage and transportation of the Marine Fuel delivered under the Contract unless the same be due to the Sellers' willful and proven misconduct.
61. The Seller shall not be liable to the Buyer for any consequential or special losses or damages of whatsoever kind and howsoever caused in connection with the performance or failure of performance of the Contract, including but not limited to loss of profits, loss of hire, demurrage, delay costs, and damages for detention, even if the same was caused by the Seller's negligence.
62. In all and any case, the maximum liability of the Seller to the Buyer in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed the value of the Marine Fuel contracted for by the Buyer or the total aggregate sum of USD100 000/- whichever is the lower.
63. The Buyer shall pay the Seller all reasonable costs and expenses (including legal costs on an indemnity basis) incurred by the Seller in connection with any claim or counterclaim in any proceeding which may be brought by the Seller against the Buyer in connection with or arising out of any breach by the Buyer of the Contract

Governing Law and Jurisdiction:

64. Except where otherwise herein provided, these conditions are governed by and shall construed in accordance with the laws of Singapore. The Buyer submits to the non-exclusive jurisdiction of the Courts of Singapore to settle any dispute, which may arise in connection with the Contract hereunder.
65. Any disputes arising out of or in connection with this Contract including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in the Singapore Chamber of Maritime Arbitration in accordance with the Singapore Bunker Claims Procedure ('SBC TERMS') for the time being in force which terms are deemed to be incorporated by reference into this clause
66. If any term or provision or any part thereof in these conditions shall be held to be illegal and unenforceable under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of these conditions and the enforceability of the remainder of these conditions shall not be affected thereby.