



GENERAL TERMS AND CONDITIONS FOR SALE OF MARINE FUELS (EFFECTIVE FROM 1ST JANUARY 2023)

1. GENERAL INTRODUCTION

- 1.1. These General Terms and Conditions For Sale of Marine Fuels shall apply to all agreements under which the Seller agrees to sell and deliver or procure the sale and delivery of marine fuels unless the Seller expressly confirms otherwise in the Order Confirmation.

2. DEFINITIONS

- 2.1. Throughout this document the following definitions shall apply:

- 2.1.1. **"Seller"** means Baist Trading Pte. Ltd.;
- 2.1.2. **"Buyer"** means the vessel supplied and jointly and severally her master, owners, managers, operators, disponent owners, charterers and any party requesting offers or quotations for or ordering Bunkers and any party on whose behalf the said offers, quotations, orders and subsequent agreements or contracts have been made;
- 2.1.3. **"Parties"** mean the Seller and Buyer collectively;
- 2.1.4. **"Party"** means the Seller or the Buyer;
- 2.1.5. **"Bunkers"** means the fuels, bunkers and oils of whatever type and description as specified in the Order Confirmation;
- 2.1.6. **"Bunker Tanker"** means bunker barge or tanker, tank truck, terminal, container or shore tank supplying Bunkers to the Vessel;
- 2.1.7. **"Owner"** means the registered owner, beneficial owner or bareboat charterer of the Vessel;
- 2.1.8. **"Vessel"** means the Buyer's Vessel, Ship, Barge or off-shore unit nominated by the Buyer to receive the Bunkers; either as end-user or as transfer unit to a third party;
- 2.1.9. **"Nomination"** means the written request by the Buyer to the Seller, for the supply of the Bunkers;



- 2.1.10. **“Order Confirmation”** means the written confirmation as issued by the Seller to the Buyer to conclude the negotiated sale/purchase of the Bunkers. In case of conflict between the Nomination and the Order Confirmation, unless the Seller otherwise agrees in writing, the wording and content of the Order Confirmation are deemed to contain the prevailing terms of the Contract;
- 2.1.11. **“Contract”** means the contract for the sale and purchase of the Bunkers between the Seller and the Buyer, comprising the Order Confirmation and these General Terms and Conditions For Sale of Marine Fuels;
- 2.1.12. **“General Terms and Conditions For Sale of Marine Fuels”** means the present document;
- 2.1.13. **“Supplier”** means any party instructed by or on behalf of the Seller to supply or deliver the Bunkers.

3. DELIVERY

- 3.1. The Buyer shall give notice of the Vessel's readiness to receive the Bunkers (**“Notice of Readiness”**) not less than 72 hours before the Vessel's estimated time of arrival as stated in the Order Confirmation, which is to be followed by 48 hours' and 24 hours' Notices of Readiness.
- 3.2. The Buyer shall be solely responsible for ascertaining, acquainting itself and complying with, among others, all laws, regulations, requirements and procedures which are applicable at the port or place of delivery. The Buyer shall ensure that the Vessel is in possession of all certificates required to comply with all relevant laws and regulations pertaining to delivery and/or receipt of Bunkers at the port or place of delivery.
- 3.3. The Buyer shall be solely responsible for making all connections and disconnections between the delivery hose(s) and the Vessel's bunker manifold and ensure that the hose(s) are properly connected to the Vessel's bunker manifold prior to commencement of delivery. The Buyer shall provide all necessary equipment to receive the Bunkers promptly. The Buyer shall provide a free side to receive the Bunkers and render all necessary assistance which may reasonably be required to moor or unmoor the Bunker Tanker, as applicable. The Buyer is responsible for ensuring that the Bunkers are delivered at a safe rate and pressure and that all equipment utilised therefor is in a safe and satisfactory condition.



- 3.4. The Seller shall not be liable for any cancellation, losses, damages, costs and expenses, delay or demurrage whatsoever, whether caused by any congestion at the delivery location or at Seller's facilities, prior commitments of available Bunker Tankers or otherwise. The Buyer agrees to pay and fully indemnify the Seller against all claims and expenses in respect of any loss, damage or delay caused by the Vessel to any Bunker Tanker and/or its equipment.
- 3.5. The Buyer shall be solely responsible for storing and segregating the Bunkers from other marine fuels and/or products. The Seller shall not be responsible for any losses the Buyer may suffer as a result of commingling of the Bunkers with any other marine fuels and/or products.
- 3.6. If the Buyer fails to take delivery of the agreed quantity of the Bunkers under the Contract at the place and time designated for delivery, either in full or in part and for any reason whatsoever, the Seller shall be entitled to, in its sole discretion and without prejudice to clause 12 below, terminate the Contract or revise the Price, and the Buyer shall be liable for any losses, costs and expenses incurred arising thereby.
- 3.7. The Seller is entitled to refuse, delay or discontinue (as the case may be) delivery immediately without prior notice to the Buyer if:-
- 3.7.1. The delivery of the Bunkers in accordance with the Contract is not permitted by the relevant port authorities or governing bodies (whether pursuant to the laws, rules, regulations, guidelines, circulars or otherwise);
- 3.7.2. The requisite permits, licences and approvals for the delivery of the Bunkers in accordance with the Contract are not in place; or
- 3.7.3. The Seller or the Supplier (as the case may be), in its absolute discretion, determines that it is unsafe to deliver the Bunkers in accordance with the Contract due to the absence of a clear and safe berth or otherwise.

4. PRICE

- 4.1. The price of the Bunkers shall be in the amount expressed per unit and in the currency stated in the Order Confirmation.
- 4.2. In addition to the price stated in the Order Confirmation, and unless otherwise expressly agreed in the Order Confirmation, the Buyer shall pay any and all



additional charges associated with the delivery, including, but not limited to, wharfage charges, barging charges, mooring charges, port dues, overtime charges incurred if delivery takes place outside of regular working days and hours at the relevant port of delivery, and duties, taxes, charge and tariffs in the country where delivery takes place. Where the Bunkers are supplied without payment by the Buyer of duties and taxes (which shall include, but not limited to, customs duty, excise duty, VAT, GST and sales tax), the Buyer shall indemnify the Seller against any duties, taxes, charges, costs, liability, interest and penalties that may be incurred by the Seller, at any time, as a result of the failure of the Buyer to provide any necessary proof or other supporting documentation, within the requisite time period specified by the applicable law, regulation or procedure.

5. PAYMENT

- 5.1. Unless otherwise provided in the Order Confirmation, all sales shall be on a cash in advance, irrevocable letter of credit basis, or other form of credit support acceptable to the Seller. All letters of credit procured by the Buyer in favour of the Seller shall be in a form and substance acceptable to the Seller and issued only by a bank acceptable to the Seller. In the event payment has been made in advance of delivery, the same shall be adjusted on the basis of the actual quantities of the Bunkers delivered and additional payment and/or refund shall be made within fourteen days after the completion of the delivery.
- 5.2. Payment for the Bunkers shall be made in full, without set-off, counterclaim, deduction and/or discount, free of bank charges by the Buyer as stated in the Order Confirmation.
- 5.3. Payment shall be deemed to have been made at the time the funds are credited to the bank account designated by the Seller. Payment shall be made by the due date or, where this is a non-business day, on the nearest business day prior to the due date.
- 5.4. In the event the Buyer is requested to make payment to a bank account other than the one stated in the Order Confirmation and/or invoice, the Buyer must confirm such change before remitting payment, by emailing the Seller directly to the email address from which the Order Confirmation was sent. If payment is made to an account other than the one designated in the Order Confirmation and/or invoice or verified in accordance with this sub-clause, and the funds are not received in the Seller's account, payment has not occurred.
- 5.5. In the event of late payment, the Seller shall be entitled to interest at the rate of two per cent (2%) per month or any part thereof. All amounts more than fourteen



(14) days past due shall incur an additional five per cent (5%) administrative fee.

- 5.6. All payments received from the Buyer after an invoice is overdue shall first be applied in the following order in diminution or extinction of: (a) interest, (b) legal fees, (c) administrative fees (d) any principal amount (commencing with the oldest and proceeding chronologically thereafter to the most recent.
- 5.7. In the event of non-payment, it is agreed and the Buyer warrants that the Seller will have and may assert a maritime lien against the Vessel for the amount due for the Bunkers delivered. This maritime lien shall extend to the Vessel's freight payments for that particular voyage during which the Bunkers were supplied and to freights on all subsequent voyages. Disclaimer of lien stamps placed on a bunker delivery receipt for delivered Bunkers (or any similar notification) whether used by the Buyer, the Vessel (or its representatives) or any third party shall have no effect towards the waiver of such lien and shall not vary the Order Confirmation, and shall in no way prejudice any right of lien, attachment and/or claim the Seller has against the Buyer, the Vessel, the Vessel's registered owner or the Bunkers.

6. QUANTITY

- 6.1. The quantities of Bunkers delivered shall be the quantities nominated in the Order Confirmation with a tolerance of +/-ten percent (10%) in the Seller's option unless otherwise expressly agreed in the Order Confirmation. The Seller's obligation to supply such quantities shall be subject to availability thereof from the Seller's source of supply at the time and place of requested delivery.
- 6.2. The quantities shall, unless otherwise determined in the reasonable discretion of the Seller, be determined from the official gauge or meter of the Bunker Tanker effecting delivery, or in case of delivery ex-wharf, of the shore-meter. The Bunkers shall be measured and calculated in accordance with the ISO-ASTM-API-IP Petroleum Measurement Tables.
- 6.3. The Seller shall measure the quantity of the Bunkers delivered and the Buyer (or its representative) may at its own expense witness such measurement. All such measurements made by the Seller shall be conclusive and final. The Seller shall record the quantity of fuel delivered on the bunker delivery receipt and the Buyer will be charged for the Bunkers on the basis thereof.

7. QUALITY

- 7.1. The Buyer shall be solely responsible for ensuring, and the Seller does not



warrant or represent, the compatibility of the Bunkers with the engine, machinery, equipment and fuel used or to be used by the Vessel, notwithstanding any information that may be provided by the Buyer in relation to the characteristics of the engine, machinery, equipment or fuel used or to be used by the Vessel.

- 7.2. Such to Clause 7.3 below, the quality of the Bunkers delivered by the Seller shall be within the specifications of the international standard ISO 8217:2010 unless the Seller agrees to other specifications in the Order Confirmation, in which case such specifications shall be the only quality characteristics which the Bunkers delivered by Seller or Supplier (as the case may be) is required to meet.
- 7.3. Unless expressly provided for in the Contract, there are no guarantees, conditions or warranties, express or implied, as to the satisfactory quality, merchantability, fitness or suitability of the product for any particular purpose or otherwise. Any such warranties implied by the applicable law, common law or statute are expressly excluded to the fullest extent possible.
- 7.4. The Seller shall take a minimum of four representative samples of each grade of Bunkers delivered. The Buyer (or its representative) has the right to be present to witness the sampling at its own expense. The samples shall be drawn at a point determined in the Seller's sole discretion.
- 7.5. Two samples shall be retained by the Seller for a minimum of thirty (30) Days after delivery of the Bunkers to the Vessel. The other two samples shall be retained by the Buyer on board the Vessel for an equal number of days. In the event of a dispute relating to the quality of the Bunkers supplied, the samples drawn by the Bunker Tanker and retained by the Seller shall be final, binding and conclusive, notwithstanding whether other samples have been recorded on the bunker delivery receipt and/or acknowledged by an agent or representative of the Seller. Only the results of the testing of these two samples shall be admissible in any proceedings to prove the quality of the Bunkers provided.

8. CLAIMS

- 8.1. Any claims as to quality of the Bunkers delivered must be notified to the Seller within fourteen (14) days from the date of delivery of the Bunkers in writing with all supporting documents required by clause 8.5.1 below. In the event such notice is not given (with all supporting documents required by clause 8.5.1 below):

- 8.1.1. The obligations of the Seller under the Contract shall be deemed to be fulfilled and the Seller shall be discharged from all liability whatsoever in respect of quality of the Bunkers.



- 8.1.2. Any claim against the Seller in respect of quality of the Bunkers shall be deemed irrevocably waived and forever barred.
- 8.2. For any such complaint, dispute and/or claim pursuant to clause 8.1, the Buyer shall base its complaint, dispute and/or claim on an analysis of a sample retained by the Vessel pursuant to clause 7.5 above and not any other sample. However, such analysis shall not be considered determinative of the claim. The sample retained by the Seller shall be submitted for analysis in accordance with ISO 4259 procedures by an independent laboratory to be chosen by the Seller, the results of which shall be final, conclusive and binding on both the Buyer and the Seller, absent manifest error or fraud, as to the quality of the Bunkers delivered. In the event that any parameters of the samples retained by the Seller when analysed fall outside the minimum or maximum specification whilst remaining within the confidence limits provided in ISO 4259, such analysis shall not be considered to be proof of non-compliance by the Seller in respect of the quality of the Bunkers sold.
- 8.3. Any complaint, dispute and/or claim by the Buyer as to quantity of the Bunkers must be:
- 8.3.1. Notified by telephone as well as in writing by the Buyer or the master of the Vessel to the Seller immediately and while the delivery hoses are still connected to the Vessel; and
- 8.3.2. The Buyer must within twenty-four (24) hours from the date of delivery of the Bunkers, provide a complete set of supporting documentation in support of such complaint, dispute and/or claim, which includes but is not limited to the documents in clause 8.5.1;
- Failing which, the determination of the quantity of the Bunkers delivered (determined in accordance with clause 6) shall be final, conclusive and binding on the Buyer save for fraud or manifest error and any such complaint, dispute and/or claim shall be deemed irrevocably waived and forever barred.
- 8.4. Without prejudice to clause 3.4 above, any complaint, dispute and/or claim by the Buyer regarding delay must be given to the Seller no later than fourteen (14) days after the date of delivery, together with all documents supporting the Buyer's claim, which includes but is not limited to the documents in clause 8.5.1, failing which any such claim shall be waived and barred.
- 8.5. In the event that any complaint, dispute and/or claim is presented in accordance with this clause 8:



- 8.5.1. The Buyer shall provide the Seller with a report containing the full details and particulars of the complaint, dispute and/or claim (including any damage alleged to have been suffered) as well as all supporting documents thereof.
- 8.5.2. The Seller shall be entitled, and the Buyer shall promptly allow or do all that is necessary to promptly allow the Seller's representatives, to board the Vessel to conduct investigations, including but not limited to interviewing the Vessel's officers and crew, examining the Vessel's equipment and records, recording the same and making copies of documents which Seller may consider necessary for its investigations. Failure to allow boarding, these investigative activities and/or to produce copies of documents shall constitute a waiver of Buyer's claim.
- 8.5.3. In the event of any complaint, dispute and/or claim as to quality of the Bunkers, the Buyer shall take all reasonable steps to mitigate its losses, including the use of purification tools.
- 8.5.4. The Seller shall in any event be discharged from all liability whatsoever in respect of the Bunkers and/or the Contract and/or the Order Confirmation, unless suit is brought within one year of their delivery or of the date when they should have been delivered.

9. LIABILITY

- 9.1. Without prejudice to clause 3.4, the Seller's total liability to the Buyer for any and all categories of loss and/or damages of whatsoever kind and type shall not exceed the price of the Bunkers that is the subject of the claim as stated in the Order Confirmation or USD 500,000, whichever is lower. This limitation of the Seller's liability to the Buyer shall apply regardless of whether that liability arises in contract, tort or any other way whatsoever and shall be in addition to any other exclusions or limitations available to the Seller under law. In any case, the Seller shall have no liability unless and until the Seller has received full payment from the Buyer of all sums due under the Contract.
- 9.2. The Seller shall not be liable, whether in contract, tort or any way whatsoever, for any indirect, special, punitive, exemplary, incidental or consequential losses, damages or expenses of any kind. Further the Seller shall not be liable for loss of actual, projected and/or prospective profits, anticipated costs savings, loss of other contracts or financial or economic loss, loss of time, detention, deviation and/or off-hire.



- 9.3. The Seller and the Buyer recognize the risks inherent in ship-to-ship operations and that the decision to proceed with such operations is in the sound discretion of the masters of the Vessel and the Bunker Tanker involved.
- 9.4. Without prejudice to clauses 3.4 and 9.1, the Buyer shall only be entitled to recover losses with respect to demurrage, quantity, quality and/or delay claims, damage caused by contact, collision, swell and/or any other weather or sea related condition or incident and any other losses or damages from the Seller to the extent that the Seller is able to recover, and does recover, such costs, losses or damages from the Seller's supplier or the loading terminal operator. The Seller shall not be obliged to pay any amount to the Buyer in excess thereof. The Seller shall however use reasonable endeavours to recover such costs, losses or damages for which the Buyer has presented a claim in accordance herewith.
- 9.5. The Buyer shall indemnify and hold harmless the Seller for all legal fees and court fees as well as any expenses and costs incurred by the Seller in connection with the Seller's recovery of damages and losses inflicted on the Seller due to the Buyer's breach of any of its obligations under the Contract and enforcement of maritime lien and other available remedies under applicable laws.

10. RISK AND TITLE

- 10.1. The Seller's responsibility for the Bunkers shall cease and the Buyer shall assume all risks and liabilities relating thereto, including loss, damage, deterioration, depreciation, contamination, evaporation or shrinkage of Bunkers and responsibility for loss, damage and harm caused by pollution or in any other manner to third parties at the time Bunkers leaves the Supplier's shore tank, fixed depot or wharf facilities, irrespective of whether the Bunkers are delivered by ship, barge or truck. The Buyer agrees to indemnify without limit the Seller in respect of any liability, loss, damages, costs, expenses, claim or demand arising in connection with the Bunkers after risk has passed to the Buyer.
- 10.2. Notwithstanding the foregoing, full legal and equitable title to any and all the Bunkers supplied hereunder shall remain with the Seller and shall not pass to the Buyer until such time the Seller has received payment for the Bunkers supplied (including any interest accruing and owing).
- 10.3. Until full payment (including any interest accruing and owing) is made, the Buyer agrees that it is in possession of the Bunkers solely as bailee for the Seller, and shall not be entitled to use the Bunkers delivered other than for the Vessel's propulsion.



- 10.4. During the time that title to and interest in any Bunkers remains in the Seller, without prejudice to any other rights or remedies arising out of any breach of contract by the Buyer, the Seller may, on termination of the Contract in any of the circumstances set out in these General Terms and Conditions For Sale of Marine Fuels, repossess all or any of such Bunkers. All costs incurred by the Seller or its agent in repossessing the Bunkers from the Buyer must be borne and reimbursed by the Buyer.

11. LAW AND ARBITRATION

- 11.1. Subject to the Seller's right to enforce its maritime lien against the Vessel in any jurisdiction in accordance with the procedural and substantive law of the United States of America, the construction, validity and performance of the Contract shall be governed by the laws of the Republic of Singapore to the exclusion of any other law which may be imputed in accordance with choice of law rules applicable in any jurisdiction.
- 11.2. Subject to clause 11.3 below, any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the rules of the Singapore Chamber of Maritime Arbitration ("**SCMA**") in force at the commencement of the arbitration, which Rules are deemed to be incorporated by reference in this clause (the "**SCMA Rules**"). The reference to arbitration of disputes under this clause shall be to three arbitrators, save as follows:
- 11.2.1. In cases where neither the claim nor any counterclaim exceeds the sum of US\$1,000,000.00 the arbitration shall be conducted before a single arbitrator.
- 11.2.2. In cases where neither the claim nor any counterclaim exceeds the sum of US\$150,000.00 the arbitration shall be conducted before a single arbitrator in accordance with the SCMA small claims procedure current at the time when the arbitration proceedings are commenced.
- 11.3. The Seller may however, at its sole option, commence proceedings against the Buyer in any other jurisdiction. Any submission to Singapore Court jurisdiction or arbitration in accordance with clause 11.2 above shall not prejudice or restrict the Seller's rights to commence proceedings in any jurisdiction, in particular, in the jurisdiction where the Vessel is located at any point in time for the purposes of arresting the Vessel and/or obtaining security.



11.4. The United Nations Convention on Contracts for International Sales of Goods (Vienna Sales Convention) shall not apply to this Contract.

11.5. The Singapore Bunker Claims Procedure (as provided in SS 600:2008 & SS 648:2019 (incorporating the latest amendments, revisions and/or editions) shall not apply to any disputes arising out of or in relation to this Contract.

12. EVENTS OF DEFAULT & CANCELLATION

12.1. Each of the following events shall be an “**Event of Default**”:

12.1.1. If the Buyer fails to pay to the Seller any amount whatsoever due under the Contract;

12.1.2. If the Buyer fails to give 72, 48 or 24 hours' Notice of Readiness in accordance with clause 3.1 above;

12.1.3. If the Buyer fails to take delivery, wholly or partially, of the Bunkers at the place and time designated for delivery;

12.1.4. If, at any point in time, the Seller is of the view that the Buyer may be unable to perform its obligations under the Contract, due to its financial position or otherwise;

12.1.5. If any insolvency or bankruptcy related proceedings have been commenced by or against the Buyer, including but not limited to proceedings for the appointment of a judicial management or for the approval of a scheme of arrangement;

12.1.6. If a third party arrests, purports to exert any possessory rights or enforces any judgment against any property or assets of the Buyer;

12.1.7. If the Buyer ceases, or threatens to cease, to carry on business;

12.1.8. If the Seller is reasonably of the opinion that any of the events mentioned above is about to occur, or if any act is done or event occurs which, under the applicable law thereof, has a substantially similar effect to any of the said acts or events described above.

12.2. Upon the occurrence of an Event of Default, whether or not the Event of Default is continuing:



- 12.2.1. The Seller may at its sole discretion, by notice in writing to the Buyer, declare that the Contract is terminated and all of sums payable under Contract or any other agreement between the Buyer and the Seller shall become immediately due and payable;
- 12.2.2. The Buyer shall indemnify the Seller for all loss and damage thereby suffered, including but not limited to loss of profit as well as costs, charges and expenses incurred by the Seller for the envisaged delivery;
- 12.2.3. Without prejudice and in addition to clause 12.2.2. above, the Buyer shall be liable to pay the Seller an administrative fee of USD 8/MT without any proof of loss.

13. FORCE MAJEURE

- 13.1. The Seller shall not be liable for any claim, loss and/or damage of whatsoever nature and howsoever arising in the event that the performance under the Contract is prevented, delayed, or made more expensive as a result of any one or more of the following contingencies, whether or not such contingency may have been foreseen or foreseeable at the time of contracting and regardless of whether such contingency is direct or indirect ("**Force Majeure Event**"):
 - 13.1.1. Compliance with the relevant laws and/or regulations of any jurisdiction which the Seller and/or the Vessel and/or her operator may be subjected to, or a change, request or order of any governmental authority or agent;
 - 13.1.2. Shortage in raw material, transportation, manufacturing, or fuels from the Seller's contemplated source of supply howsoever arising;
 - 13.1.3. Any other cause beyond the reasonable control of the Seller, whether or not foreseeable, including but not limited to pandemic, epidemic or quarantine restrictions, labour disputes, lock outs, strikes, industrial actions, governmental intervention, the Seller's response to the insistence or request of any governmental body or person purporting to act therefor, war, invasion, act of foreign enemy, hostilities, (whether war has been declared or not), civil war, revolution, insurrection, civil commotion, any breakdown in machinery or power failure, breakdown of or damage to machinery, fire, flood, accident, storm or any act of God, legislation, rules, acts, restrictions, regulations, bye laws, orders, requisitions, prohibitions or measures of any kind on the part of any



governmental or duly constituted authority, import or export regulations, or embargoes; or

13.1.4. Any determination, at the Seller's sole discretion, that proceeding with a delivery would be a violation of relevant laws and/or regulations of any jurisdiction to which the Seller may be subjected to.

13.2. In the event that performance is prevented or delayed by a Force Majeure Event, the Seller may stop or reduce deliveries in any manner as it may determine in its sole discretion.

13.3. If performance is made more expensive by such a Force Majeure Event, the Seller shall have the option either to reduce or stop deliveries or to continue deliveries and increase prices in fair proportion to the increased cost of operation under such a Force Majeure Event.

13.4. The Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Buyer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

13.5. This clause 13 does not relieve the Buyer from its obligations to make payment of all amounts due to the Seller under the Contract.

14. WAIVER

14.1. The failure of the party to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right or operate to bar the exercise or enforcement of it at any time or times thereafter.

15. SEVERABILITY

15.1. If any one or more of the provisions contained in the Contract is or becomes or is deemed to be void, invalid, illegal or unenforceable in any respect under any applicable law, such provision(s) shall be severed from the Contract, and the validity, legality and enforceability of the remaining provisions contained in the Contract under the aforesaid applicable law or any other law shall not in any way be affected or impaired.

16. INDEMNITIES

16.1. The Buyer shall indemnify, defend and hold harmless the Seller and its affiliates from liability for any and all demands or claims, losses, costs, damages, liabilities, fines, penalties and expenses (including legal fees) incurred or sustained out of



or in connection with the act, omissions, neglect or default of the Buyer, its servants, agents, the Vessel's officers, crew and agents in the purchase, delivery, receipt, use, storage, handling or transportation of the Bunkers.

17. THIRD PARTY RIGHTS

- 17.1. Nothing in the Contract shall be considered or construed as conferring any right or benefit on a person not a party to the Contract and the parties do not intend that any term of the Contract should be enforceable, by any person who is not a party to the Contract. The Contracts (Rights of Third Parties) Act (Chapter 53B) shall not apply.

18. SAFETY AND ENVIRONMENT

- 18.1. In the event of any spillage (which for the purpose of this clause shall mean any leakage, escape, spillage or overflow of the Bunkers) causing or likely to cause pollution occurring at any stage of the bunkering operation, the Buyer and the Seller shall jointly, and regardless as to whether the Buyer or the Seller is responsible, immediately take such actions as are reasonably necessary to abate the spill and effect clean up and which shall always be conducted in accordance with such local laws and regulations which may compulsorily apply.
- 18.2. Where it is a compulsory requirement of the law of the port or place of delivery of the Bunkers that the Seller shall have in place its own oil spill contingency plans, the Seller shall ensure that valid oil spill contingency plans approved by the relevant authorities are in effect to the extent that is so required.
- 18.3. The Buyer warrants that the Vessel is entered with a P&I Club and insured for pollution liability risks.
- 18.4. The Buyer warrants that it enforces a company drug and alcohol policy on board the Vessel, whereby the Buyer's personnel must not be intoxicated at any time on board and which the Seller's personnel must comply with while on board the Vessel. It is understood and agreed that the selling, possession, distribution, use or being under the influence of any controlled substance or dangerous drugs other than those medically prescribed is prohibited.

19. COMPLIANCE AND SANCTIONS

- 19.1. The following provisions shall apply where any sanction, prohibition or restriction is imposed on any specified persons, entities or bodies including the designation of any specified vessels or fleets under United Nations resolutions or trade or



economic sanctions, laws or regulations of Singapore, the European Union or the United States of America.

19.2. The Buyer warrants that at the date of entering into the Contract and continuing until delivery of the Bunkers and payment by the Buyer to the Seller in full:

19.2.1. The Buyer is not subject to any of the sanctions, prohibitions, restrictions or designation referred to in clause 19.1 which prohibit or render unlawful any performance under the Contract;

19.2.2. The Buyer is not acting as agent, trustee or nominee of any person with whom transactions are prohibited or restricted under clause 19.1; and

19.2.3. The Vessel is not a designated Vessel and is not and will not be chartered to any entity or transport any cargo contrary to the restrictions or prohibitions under clause 19.1.

19.3. If at any time during the performance of the Contract, the Seller becomes aware that the Buyer is in breach of warranty as aforesaid, the Seller may terminate the Contract.

19.4. Notwithstanding anything to the contrary herein, nothing in the Contract shall, or shall be interpreted or construed to, induce or require either party hereto to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with, penalised or prohibited under any laws, regulations or other official government rules or requirements of any state to which either of them is subject.

19.5. The Buyer shall indemnify the Seller against any and all claims, including return of any payment, loss, damage, costs, expense and fines whatsoever suffered by the Seller resulting from any breach of warranty as aforesaid.

20. ENTIRE AGREEMENT

20.1. Subject to clause 21, these General Terms and Conditions For Sale of Marine Fuels together with the Order Confirmation constitute the entire agreement between the Buyer and the Seller and shall supersede any prior agreements or understandings, whether oral or written.

21. INCORPORATION OF THIRD PARTY'S TERMS AND CONDITIONS



BAIST TRADING PTE. LTD.

Company Registration No.: 202101032H

2 Venture Drive, #16-26, Vision Exchange, Singapore, 608526

Tel/Fax: +65 6904 9948 Email: bunker@baistgroup.com

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- 21.1. These General Terms & Conditions For Sale of Marine Fuels are subject to variation in circumstances where the physical supply of the Bunkers is being undertaken by a third party. In such circumstances, these terms and conditions shall be varied accordingly, and the Buyer shall be deemed to have read and accepted the terms and conditions imposed by the third party on the Seller.
- 21.2. Without prejudice to the generality of the foregoing, in the event that the third party terms include:
- 21.2.1. A shorter time limit for the doing of any act, or the making of any claim, then such shorter time limit shall be incorporated into these terms and conditions.
- 21.2.2. Any additional exclusion of liability clause contained in third party terms shall be incorporated mutatis mutandis into these terms and conditions. The terms hereof shall be varied to apply any of the terms being imposed on Sellers by the third party supplier.
- 21.3. It is acknowledged and agreed that the Buyer shall not have any rights against the Seller which are greater or more extensive than the rights of the Seller against the third party.