GLANDER INTERNATIONAL BUNKERING
EST. 1961

GENERAL TERMS & CONDITIONS OF SALE

for the delivery of Marine Fuels from
Glander International Bunkering Group

August 15, 2026

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These Standard Terms & Conditions ("Terms") including Annex A and B as applicable, together with the terms of the Order Confirmation, shall apply to all sales and supplies of Products made by the Seller and the respective Buyer with effect from 15 August 2026 until further notice.

1. DEFINITIONS

The following capitalised words shall have the following meanings when used in these Terms:

'Affiliate'	any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Seller. "Control" means that an entity holds directly or indirectly through one or more intermediaries, more than 25% of the issued share capital or other equity in an entity and "controls" and "controlled" shall be construed accordingly.
'Agent'	any party acting on behalf of the Buyer and/or the Vessel in the arrangements for the purchase of Products.
'Arrival Notice'	a notice sent from the Buyer to the Seller containing at least the following: 1) Vessel's name and IMO number, 2) name of port agent, 3) ETA at Place of Supply, 4) any other information the Buyer is requested to provide prior to Vessel arrival.
'Bunker Delivery Note'	a document issued by the Seller or the physical supplier upon delivery of Products recording the specification and quantities of Products delivered to a Vessel.
'Buyer'	all parties named as Buyer in the Order Confirmation, or where no Order Confirmation is issued, the owner of the Vessel and the party who purchased the Products and in all cases any Agent.
'Costs'	shall have the meaning set out in Clause 3.3.
'Contract'	shall have the meaning given in Clause 2.1.
'Independent Surveyor'	an independent survey company or a surveyor jointly appointed by the Seller and the Buyer, or if the parties cannot agree, appointed by the Seller acting in good faith, for the purposes described in Clause 7.
'Order Confirmation'	a written confirmation issued by the Seller setting out the details of a supply of Products including the identity of the Buyer, the grade and quantity of Products, the supply date and Place of Supply and the Price.
'Place of Supply'	the location set out in the Order Confirmation where the Products are to be supplied.
'Price'	the price or basis for the calculation of the price of the Products stated in the Order Confirmation and, whether or not identified in the Order Confirmation, any applicable Taxes and Costs.
'Products'	fuels or lubricants supplied for use by marine engines and machinery, carbon off-set products or permits and/or any other products and/or services that the Seller supplies or contracts to supply.
'Related Contract'	any other contract made between the Buyer and the Seller or the Buyer and one of Seller's Affiliates.
'Sanctioned Activity'	any supply, trade, voyage, service, payment or other activity prohibited, restricted, sanctionable, or that otherwise exposes a party to a risk of sanctions or penalties under Sanctions Laws.
'Sanctions Laws'	laws, regulations, rules, directives or measures of any kind anywhere in the world relating to trade, import/export control, restrictions, embargoes or sanctions on trade or financial or commercial transactions, including but not limited to those administered or enforced by institutions controlled by the European Union, European governments, Switzerland, the United Kingdom, the USA, the United Nations or the country of the Seller's residence.

'Seller'	the party identified in the Order Confirmation as the Seller. Where no Order Confirmation is issued and Products are supplied, the Seller shall be the party that issues an invoice in respect of Products to the Buyer.
'Seller's Bank Account'	the bank account stipulated on the Seller's invoice for payment in respect of a Contract.
'Spill'	escape, spillage or discharge of Products.
'Supply Equipment'	the Seller's or the physical supplier's barges, tankers, trucks, tanks, pipes and pumps as may be used to supply Products to a Vessel.
"Taxes"	the meaning set out in clause 4.1.
'Vessel'	the vessel, rig, platform, tank or other installation to which the Products are delivered, directly or indirectly, or in respect of which the Buyer has contracted to buy the Products.

2. THE CONTRACT

2.1 These Terms, together with the relevant Order Confirmation, shall constitute the contract ("Contract") pursuant to which the Seller agrees to sell and procure delivery of Products, and the Buyer agrees to accept and pay for such Products, except to the extent that the Parties have entered into a written and signed agreement.

2.2 The Contract comes into existence when the Seller sends the Order Confirmation to the Buyer and the terms of the Contract shall supersede and replace any other agreements or promises negotiated or made between the parties prior to the Contract and any other terms that the Buyer may seek to impose.

2.3 If the Buyer has objections to the Order Confirmation, it must give notice to the Seller immediately and always within 24 hours of (1) receipt of the Order Confirmation, or (2) the commencement of the delivery, whichever is the earlier. Failure to provide timely notice shall result in any such objections being deemed waived. If the Seller for whatever reason does not issue an Order Confirmation, these Terms shall nonetheless govern and a Contract shall arise when the parties' conduct shows an intention to be bound.

2.4 Documentation issued by the Buyer or the Vessel (or any of their respective representatives) including but not limited to any purchase order, nomination or confirmation, shall in no way bind the Seller or vary the terms of the Contract, even where such documentation is issued after the relevant Order Confirmation and/or where the Seller performs the Contract without having rejected such documentation. The Contract can only be amended or varied by written agreement of both the Buyer and the Seller and any attempt to do otherwise shall be null and void.

2.5 Where an Agent, whether disclosed or undisclosed, acts on behalf of a Buyer in the formation of a Contract, then such Agent shall (i) be jointly and severally liable with the Buyer for the proper performance of all the obligations of the Buyer under the Contract as if acting as a principal; and (ii) guarantee the Buyer's obligations under the Contract.

3. PRICE AND PAYMENT

3.1 The Buyer shall pay the Price in accordance with the terms of the Contract. Payment shall be made in United States Dollars (or any equivalent currency as the Seller may require) by bank transfer to the Seller's Bank Account, net of all banking charges. Payment shall be deemed to have been made on the date the payment is credited to the Seller's Bank Account. Payment to any other bank account shall not release the Buyer from its payment obligations.

3.2 The Price shall be payable immediately upon delivery of the Products or in all other cases immediately upon an invoice being issued. The Seller may grant credit deferring payment, in which case the credit period shall be stated in the Order Confirmation. The Seller may in its sole discretion by written notice withdraw credit at any time and demand immediate payment if it has reason to alter its assessment of the Buyer's credit risk. Where the Seller withdraws credit before delivery of Product, the Seller may withhold delivery until payment of the Price or alternatively the Seller may terminate the Contract, without any obligation or compensation to the Buyer.

3.3 The Buyer shall pay and/or indemnify the Seller for all delivery-related expenses including but not limited to barging, mooring, fendering, wharfage, port dues, fees, duties, charges or costs including those for after-hours delivery or rescheduling ("Costs"). The Seller may issue an additional or revised invoice for any such Costs.

3.4 Payment of the Price must be made in full without any discount or deduction and there shall be no withholding either in part or in full by reason of any set-off, counter-claim or for any other reason, whether relating to the Contract or other agreements or contracts.

3.5 The Seller may allocate any payment at its discretion and is not bound by any allocation proposed by the Buyer. Without prejudice to the generality of the foregoing, the Seller is entitled to (i) settle invoices for Products as it sees fit and irrespective of their date; (ii) extinguish claims for compensation, late payment charges, legal fees and collection costs or any other sums due from the Buyer in priority to invoices for Products; (iii) transfer payments to any of Seller's Affiliates for allocation to any sums owed to that Affiliate by the Buyer.

3.6 If any amount remains unpaid after its due date, the Buyer shall pay compensation equivalent to 10% of the unpaid sum in addition to the Price and accrued interest.

3.7 The Buyer is not entitled to insist on receiving a Bunker Delivery Note before payment, but the Seller will use reasonable endeavours to provide one with its invoice.

3.8 Without prejudice to any other rights or remedies available to the Seller in the event of late payment, the Buyer shall pay late payment charges to the Seller on all balances that remain unpaid from the date that they became due for payment. The rate of late payment charges shall be three percent (3%) per month compounded monthly for each month, or part thereof. The Seller may issue an invoice for late payment charges which shall be binding as to the amount due. The Buyer's obligation to pay late payment charges is not conditional upon an invoice being issued.

3.9 If the Seller incurs any costs in relation to attempts to collect any overdue sums, the Buyer shall indemnify the Seller for those costs and shall pay the same upon first demand. Such costs include but are not limited to attestation and translation costs, fees of third-party debt collection agencies, lawyer's fees, court fees, counter-security costs or charges and communication/postal costs.

3.10 The Seller may without the consent of Buyer, assign any of its rights under a Contract to any third party, including any of the Seller's Affiliates. Without prejudice to the generality of the foregoing, where the Buyer owes money to an Affiliate, then that Affiliate may assign their rights to payment to the Seller or any of its Affiliates to consolidate legal proceedings.

3.11 If at any time an amount is payable by the Buyer to the Seller, such amount may at the sole discretion of the Seller be fully or partially paid by set-off against any amounts payable to the Buyer by the Seller or any of its Affiliates.

3.12 If payment of any amount due under any Contract is prohibited by applicable Sanctions Laws, the Buyer shall promptly notify the Seller of the relevant prohibition and shall use all reasonable efforts and cooperate with the Seller to identify and implement a lawful alternative method of payment reasonably acceptable to Seller, including, where appropriate, the use of a different payment method, payment route, bank account, currency or financial institution, or the obtaining of any applicable licence or authorisation. The Buyer shall bear all reasonable costs incurred in connection with identifying and implementing such alternative method of payment. The Seller shall in its sole discretion and without liability be entitled to suspend performance of its obligations under any Contract and/or terminate a Contract with immediate effect. If payment of any amount due under any Contract is prohibited by applicable Sanctions Laws, such prohibition shall not suspend, waive or otherwise affect the accrual of late payment charges or compensation on overdue amounts, or prevent the Seller from pursuing legal steps against the Buyer, the Vessel or their related parties, to recover sums due to the Seller.

3.13 The Seller shall have the option to terminate a Contract without liability to the Buyer and shall be entitled to claim immediate payment of all outstanding amounts and damages for any costs or losses arising from the termination, in the event of: (i) bankruptcy, liquidation, insolvency procedure, suspension of payment, or comparable situation of any party comprising the Buyer; or (ii) any other situation (actual or anticipated), which in the reasonable discretion of the Seller is deemed to adversely affect the financial position of any party comprising the Buyer.

3.14 The Buyer shall provide the Seller with no less than seven days' prior notice in writing before making payment from a bank account belonging to a party that is not the Buyer. Under such circumstances, for verification purposes the Seller shall require the Buyer to provide details and relevant supporting documentation on the payor's full name, country of incorporation, registered address, line of business, relationship with the Buyer, and the reason why payment is being made on behalf of the Buyer. If the Seller is unable to verify the payment and/or payor to its satisfaction, the Seller shall be entitled in its discretion to reject payment from such party and require the Buyer to make payment from another duly verified account and/or payor. The Seller shall release the initially paid amount upon receipt of payment from such verified account/payor.

4. TAX

4.1 The Buyer shall be liable for and shall pay and/or indemnify the Seller and its sub-contractors for any and all federal, state and local taxes, duties, fees, including but not limited to any VAT, sales taxes, GST, energy tax, motor fuel tax, withholding tax, import/export duties and any other taxes, duties, fees levies or penalties (excluding corporate income tax) (hereinafter "Taxes") paid or incurred directly or indirectly in connection with the performance of the Contract. Where any applicable law requires a deduction or withholding of tax, the Buyer shall inform the Seller of that requirement and Buyer will pay such an

additional amount to the Seller as will ensure the net amount received by Seller is equal to the full amount that would have been received if deduction or withholding was not required.

4.2 The Buyer shall provide to the Seller any documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format and on or before whatever due date the Seller shall require in dealing with authorities. To the extent that a transaction may be exempt from certain Taxes, the Buyer shall be responsible for supplying any necessary documentation required to support the claimed exemption or zero-rating within 14 days from delivery except for jurisdictions where local legislation specifies shorter time limits.

4.3 The Seller reserves the right to raise a revised or an additional invoice at any later date, if it is determined that any Taxes are due and the Seller shall specify the amount due. Claims related to Taxes shall not be time barred under any circumstance. The Buyer shall protect defend and hold harmless the Seller against any claim, liability expense, interests or penalties assessed by any tax authority or otherwise incurred by the Seller as a result of a breach of the Buyer's obligations under this Clause 4.

4.4 The Buyer shall obtain and maintain all licenses, permits, consents, approvals and authorisations necessary to handle Taxes under this contract. The failure to comply with this shall not serve as sufficient grounds for any delay in payment of applicable Taxes.

5. ARRIVAL NOTICE AND DELIVERY

5.1 The Buyer must obtain all necessary permits and comply with all regulations applicable to the receipt, handling and use of the Products to be supplied at the Place of Supply.

5.2 Arrival Notices shall be sent as directed by the Seller or the physical supplier 72, 48 and 24 hours before the Vessel's arrival at the Place of Supply and readiness to receive Products. If the Contract is entered into less than 72 hours from delivery, Arrival Notices shall be provided daily from the date of the Contract. Arrival Notices designating an arrival time outside the delivery period set out in the Order Confirmation do not constitute a valid change to the agreed delivery period, unless the Seller expressly confirms the new delivery period in writing. The Buyer shall comply with all requests for information from the Seller, its agents or sub-contractors, and the physical supplier.

5.3 The Seller may at its discretion, revise the Price and date of supply or shall have the right to terminate the Contract if the Vessel is not available to receive Products within the agreed delivery period or within 2 hours of the time of readiness to receive Product as stated in the last Arrival Notice in accordance with Clause 5.2

5.4 The Seller shall use reasonable endeavours to commence delivery within the delivery period stated in the Order Confirmation. However, the Seller gives no guarantee as to the time or rate of delivery and shall not be liable for any loss or damage, including but not limited to demurrage, loss of freight or hire or loss of use, arising from late delivery or non-delivery.

5.5 The Buyer shall provide all necessary assistance and equipment required for delivery, including connection and disconnection of the delivery hose(s) and ensuring the hose(s) are properly secured to the Vessel's manifold before delivery begins. The Vessel shall provide a free, safe and continuously accessible side for the delivery. The Master of the Supply Equipment shall decide whether mooring alongside the Vessel is safe. If it is deemed unsafe, the Seller may delay or cancel the delivery for cause.

5.6 Where required by the regulations or practice of the Place of Supply, the Seller or the Seller's sub-contracted supplier may appoint a port agent on behalf of the Buyer and Vessel for delivery of the bunkers. The Buyer and the Vessel shall be jointly and severally liable for all fees, expenses, charges, incurred on their behalf in connection with such appointment.

6. PROPERTY AND RISK

6.1 Title to the Products shall pass only when the Buyer has paid for the Products and all other sums due to the Seller under the relevant Contract or any Related Contract. Until the Buyer has paid the Price for the Products and all other sums due to the Seller, it shall store the Products in such manner that they can be identified to the Contract and keep them segregated from any other fuels or lubricants or other Products delivered to the Vessel.

6.2 Risk in the Products shall pass to the Buyer immediately upon the Products passing the Supply Equipment's manifold or, where that is not applicable, upon delivery to the designated place.

7. QUANTITY AND QUALITY

7.1 The quantity of Products delivered to a Vessel, shall be established according to soundings or other measurements taken

by the Seller from the Supply Equipment. Those measurements shall be recorded in the Bunker Delivery Note, which in the absence of manifest error or fraud, shall be binding and conclusive evidence of the quantities delivered. The Buyer may be present at the Supply Equipment or shore tanks to witness the measurements taken by the Seller and shall be invited to sign the Bunker Delivery Note. The failure of the Buyer to attend the measuring of quantity, or to sign the Bunker Delivery Note, shall not prejudice the validity of the measurements.

7.2 The Parties may agree to appoint an Independent Surveyor to measure the quantity of Products delivered by measuring the Supply Equipment or shore tanks and shall issue his survey report. The Buyer shall pay the Independent Surveyor's costs and expenses in relation to the measurements of the quantity of Products delivered. The measurement carried out by the Independent Surveyor shall then be conclusive evidence of the quantities delivered. Both the Seller and Buyer shall have the right to witness the measurements.

7.3 No measurements, other than in accordance with Clauses 7.1 or 7.2, shall have any evidential value or form the basis for any complaint as to the quantity delivered.

7.4 The Buyer shall receive the full quantity of Products specified in the Order Confirmation and the Buyer shall be responsible for any loss, damages and/or costs resulting from the Buyer's failure to do so.

7.5 Delivery of Product within a tolerance of +/- 5% of the Product quantity specified in the Order Confirmation shall be deemed to comply with the obligation to deliver the Contract quantity and the Buyer shall be bound to accept such quantity, subject always to the Price being ascertained on the basis of the final delivered quantity.

7.6 The Buyer shall bear sole responsibility for nominating the grade of Products requested for the Vessel. The Seller shall deliver fuel compliant with the specification set out in the Order Confirmation. Unless otherwise agreed in the Order Confirmation, the Products shall in all respects comply with ISO Standard 8217:2010. The Seller excludes any other express or implied warranties as to the fitness for any purpose, stability or compatibility of the Products.

7.7 Where the Buyer nominates Products above the sulphur limits set out in MARPOL Annex VI, it shall be fully responsible for, and on the Seller's request provide confirmation in writing, that the Vessel has working Abatement Technology (as defined in MARPOL Annex VI) installed in compliance with MARPOL Annex VI or must include a copy of a valid Fuel Oil Non-Availability Report (FONAR) and the relevant authorisation granted to the Vessel for that specific delivery of Products. The Buyer shall indemnify the Seller of all cost or losses incurred as a result of Buyer's breach of this Clause 7.7.

8. SAMPLING AND TESTING

8.1 The Seller shall arrange for samples to be taken during delivery of the Products, and the Buyer shall be given the opportunity to witness the sampling. Unless otherwise agreed in writing, the samples shall be taken in accordance with the sampling procedures customary at the Place of Supply.

8.2 All samples shall be sealed, labelled and signed by both the Buyer and Seller or their representatives and their numbers stated on the Bunker Delivery Note. Two samples shall be retained by the Buyer, one being the MARPOL compliant sample. The remaining samples shall be retained by the Seller or its representatives. No other samples shall be admissible as evidence of the quality of the Products.

8.3 The failure of the Buyer to attend the sampling process, or to sign the samples, or to retain the Buyer's samples offered, shall not prejudice the validity of the samples.

8.4 If any seals on the samples have been removed or tampered with by an unauthorised person, such samples shall not be admissible as evidence or used for testing.

8.5 Where there is a complaint concerning the quality of the Products, one of the samples retained by the Seller shall be tested by an independent laboratory mutually appointed by the Buyer and Seller. Testing shall be limited to analysis of the disputed properties, and the results shall be conclusive and binding evidence of the quality of the Products supplied to the Buyer. The conformity of the sample shall be determined in accordance with ISO 4259.

8.6 If the Buyer's complaint concerning the quality of the Product is based on the presence of substances which are not part of the quality specifications set out in Table 1 or Table 2 of the applicable version of ISO Standard 8217, the Buyer must prove beyond reasonable doubt that the substances in question adversely affect the performance of the machinery or the safety of the Vessel.

8.7 With respect to Clause 8.5, the Seller and the Buyer shall seek to agree on an independent laboratory to perform testing, but if the parties fail to agree within 7 days of a request by either to do so, then the Seller acting in good faith shall select the laboratory and such selection shall be final and binding on the parties.

9. CLAIMS

9.1 Any claim regarding the quantity of the Products delivered must be notified to the Seller by the Buyer or the Vessel's Master:

9.1.1 by telephone before the Vessel cast-off. If the quantity dispute is not resolved before the Vessel cast-off, the Buyer or the Vessel's Master shall issue a letter of protest to the Seller's representative prior to cast-off; and

9.1.2 a written notice within 7 days of the date of delivery setting out the grounds for quantity dispute.

9.2 If the Buyer fails to provide notice as set out in Clauses 9.1.1 and 9.1.2, the claim is waived and absolutely barred. Comments on the Bunker Delivery Note or any verbal protest given to the physical supplier do not constitute valid notices under Clause 9.1.1 and 9.1.2. If the Buyer delays or withhold the cast-off from the Supply Equipment due to the quantity dispute, the Buyer waives its right to claim any quantity difference and shall be liable for any demurrage or delay costs as a result thereof.

9.3 Any claim regarding the quality of the Products delivered must be notified to the Seller in writing immediately upon the Buyer becoming aware of the grounds for the claim and in any event, no later than 15 days from the date of delivery to the Vessel, or 30 days from the date of delivery if the Seller or the Seller's Affiliate is the physical supplier of the Products. Failure to provide notice in accordance with this Clause 9.3 shall result in the Buyer's claim being waived and absolutely barred.

9.4 A written claim for the purposes of Clauses 9.1 and 9.3 must contain a full and detailed explanation of the circumstances and basis of the claim, including, where applicable, any alleged short delivery quantities and/or quality discrepancies. It must also be accompanied by copies of all supporting documents evidencing the matters complained of.

9.5 Where a claim is made, the Buyer shall cooperate fully with the Seller and the Seller's representatives to enable investigation of the claim, including, where requested, permitting boarding and inspection of the Vessel, collecting samples from Vessel's tanks, interviews with the crew and review and copying of relevant Vessel documents.

9.6 If the Buyer's quality claim is based on testing of the Buyer's own sample and the test results show that the parameters detected fall within the permitted tolerances for reproducibility or repeatability as defined in ISO 4259, the Product shall be deemed compliant, and no further testing shall be required.

9.7 The Buyer shall take all reasonable steps to mitigate any damage, loss, costs and expenses arising out of any claim of alleged off-specification Products, including where possible, consuming the Products using purification equipment recommended dilution or other appropriate measures. The Buyer shall inform the Seller before undertaking any such mitigating measures.

9.8 If the Buyer has made a valid claim regarding the quality of the Products, which has not been mitigated in accordance with Clause 9.7, the Buyer's remedies shall be limited to:

9.8.1 the de-bunkering of the Products, to be arranged by the Seller at a location designated by the Seller;

9.8.2 reimbursement for or replacement of such Products, at the Seller's option;

9.8.3 and the reasonable and verifiable repair or replacement costs (accounting for depreciation) of any components of the Vessel that are physically damaged as a direct result of using such Products.

9.9 Should the Buyer remove the Products without the prior consent of the Seller, all costs arising from such removal shall be for the Buyer's account.

9.10 The Buyer will take all reasonable steps to preserve the Buyer's and the Seller's recourse against the physical supplier of Products or any culpable third party.

9.11 The Buyer's submission of any claim shall not relieve it of its obligation to make full payments as required under the Contract and shall not be entitled to set off any claim against sums due to the Seller. Payment of the Price within the agreed payment period is a condition precedent to the Buyer bringing any claim in respect of the quantity or quality of Products.

9.12 Any claims by the Buyer against the Seller arising out of a Contract, including those notified in accordance with these Terms, must be brought before the competent tribunal within 6 months from the date of delivery of the Products. Failing this, such claims shall be waived and absolutely barred.

10. LIABILITY & INDEMNIFICATION

10.1 The Seller's liability arising out of a Contract, however caused or arising, including the negligence, breach of contract or breach of statutory duty of the Seller or its servants, sub-contractors or agents and any fraudulent acts or omissions of the physical supplier as well as claims relating to defects in quality and pollution, shall be limited to the lesser of (i) US$500,000, or (ii) the Price of the Products giving rise to the claim in respect of which the Seller's liability is based.

10.2 Under no circumstances shall the Seller be liable for (i) any indirect or consequential losses, or any (ii) costs or loss arising from or in relation to delay, detention, demurrage, or any lost profits, loss of use, loss of opportunity, loss of time or hire, increased costs of operation, fuel consumption, loss of schedule, cost of deviation, cost of substitute vessel(s), damage to cargo, plant shut-down or reduced production, loss of power generation, blackouts or electrical shut-down or reduction, loss of contract(s) or economic loss, in each instance whether such losses were are direct, consequential or otherwise. The Seller shall not be liable under any circumstances for punitive damages.

10.3 The Buyer shall indemnify the Seller against any claims, losses or costs of whatever kind it incurs, including the legal costs of dealing with such claims, arising out of any claims by third parties against the Seller related to any Contract to the extent that such claims exceed the Seller's liability towards the Buyer according to these Terms.

10.4 Any damage to a Vessel caused by contact or collision with Supply Equipment not owned by the Seller shall be dealt with by the Buyer directly with the owners of the Supply Equipment.

10.5 The Buyer shall indemnify the Seller and hold it harmless from any liability, costs, losses, fines, penalties and damage arising from any breach by the Vessel, the Buyer or its servants or agents of a Contract.

11. LIEN

11.1 The Buyer agrees and acknowledges that a lien over the Vessel is created for the Price of the Products supplied, together with any accrued interest and expressly warrants that it has full authority from the owners/managers/operators/charterers to create such a lien in favour of the Seller. The Buyer further warrants that it has given notice of these Terms to the owner of the Vessel. The Seller shall not be bound by any attempt by any person to restrict, limit or prohibit the attachment of such a lien to the Vessel.

11.2 The general maritime laws of the United States of America, including the Commercial Instruments and Maritime Lien Act, shall always apply with respect to the existence of a maritime lien and rights of attachment, regardless of the country in which the Seller takes legal action. The Seller shall be entitled to assert its rights of lien or attachment or other rights, whether in law, in equity, or otherwise, in any jurisdiction where the Vessel may be found.

11.3 Notwithstanding the preceding sections of this Clause 11, the Buyer or the Vessel or its owners must notify the Seller of their intention to disclaim the creation of a lien in respect of a supply of Products at least 12 hours in advance of the supply by sending written notice to bhcollections@bunker-holding.com failing which any notice or any stamp in the Bunker Delivery Note seeking to vitiate the Seller's lien on the Vessel shall be of no effect. Where such a notice is issued, the Seller shall be entitled to terminate the Contract with immediate effect, and the Buyer shall compensate the Seller in accordance with Clause 15 herein. Alternatively, the Seller may elect to undertake the supply if the Buyer makes payment in advance or provides acceptable security for payment.

12. COMPLIANCE

INTERNATIONAL SANCTIONS

12.1 The Buyer and the Seller each represent and warrant that they are in full compliance with Sanctions Laws and that neither they nor any of their subsidiaries or directors, senior executives or officers, nor, to the best of their knowledge, any person on whose behalf they are acting in connection with any Contract, is:

12.1.1 an individual or entity ("Person") that is, or is 50% or more owned or controlled by (directly or indirectly), one or more Persons that are subject to any Sanctions Laws; or

12.1.2 based, organised or resident in a country or territory subject to comprehensive (i.e., country-wide or territory-wide) sanctions (including but not limited to, Crimea, Iran, and North Korea,) (each a "Sanctioned Country").

12.2 Any Person falling within 12.1.1and 12.1.2 is a "Sanctioned Person".

12.3 The Buyer represents and warrants in respect of each Contract that:

12.3.1 it is not purchasing the Products as an agent, trustee or nominee for, or on behalf of any Sanctioned Person or person or entity with whom transactions are prohibited or restricted under Sanctions Laws;

12.3.2 the Products will not be used, directly or indirectly, to fund, support, or facilitate any entities, persons, projects, contracts, transactions, payments, activities or business of, with or related to any Sanctioned Country or Sanctioned Person, in any manner that contravene any Sanctions Laws or that may reasonably result in a violation of Sanctions Laws.

12.3.3 the Buyer shall comply with all applicable trade control, export control, import control and re-export laws and regulations, including restrictions on diversion, resale or re-delivery of the Products.

12.3.4 the Buyer shall not export, re-export, divert, transfer, sell, resupply or otherwise make the Products available, directly or indirectly to any Sanctioned Person or Sanctioned Country, or for any prohibited end use constituting Sanctioned Activity or under Sanctions Laws.

12.3.5 the Vessel: (a) is not the subject of any economic or financial sanctions or trade embargoes under Sanctions Laws; (b) is not owned, chartered, operated, controlled, or managed by or otherwise connected to any Sanctioned Person or any Sanctioned Country; (c) has not called at, and will not call at, any Sanctioned Countries or regions in violation of the Sanctions Laws; (d) is not engaged in the transport of goods that are or may be prohibited under Sanctions Laws; and (e) has not engaged in any in, and will not engage in, any activities designed to evade or circumvent Sanctions Laws, including but not limited to disabling transponders, manipulating an automatic identification system (AIS), providing false voyage or cargo plans, deviating from declared voyage or cargo plans or

engaging in ship-to-ship transfers to conceal the origin, destination or ownership of cargoes.

12.3.6 the Buyer shall conduct all reasonable due diligence checks and have adequate compliance screenings and processes in place to ensure that the Vessel's onward voyage and cargo does not constitute a Sanctioned Activity or breach of Sanctions Laws.

12.3.7 The Buyer shall comply with any request from the Seller to promptly provide information and documentation evidencing the Buyer's compliance with Sanctions Laws, including but not limited to cargo and voyage details, bill of ladings, and certificates of origin. Any such information and documentation shall be used by the Seller solely for compliance purposes and shall otherwise be kept strictly confidential by Seller, except that the Seller may disclose such information to third parties only to the extent necessary to demonstrate compliance with Sanctions Laws.

12.3.8 The Buyer shall promptly notify the Seller if at any time during the performance of the Contract: (a) the Buyer, the Vessel, or any relevant person becomes a Sanctioned Person; (b) the Vessel becomes subject to Sanctions Laws or trade restrictions; or (c) any circumstances arise that may reasonably affect compliance with Sanctions Laws.

ANTI-BRIBERY, FRAUD AND CORRUPTION

12.4 The Buyer and the Seller shall at all times comply with all applicable laws and regulations intended to prevent and deter bribery, corruption and fraud, including but not limited to the U.S. Foreign Corrupt Practices Act 1977 ("FCPA"), the UK Bribery Act 2010 ("UKBA") and the UK Economic Crime and Corporate Transparency Act 2023 ("ECCTA").

12.5 Neither party shall, offer, promise, give, request, agree to receive, pay, or authorise the giving or payment of any money or anything of value, nor take any action in furtherance thereof, whether directly or indirectly, to any public official, entity or individual for the purpose of improperly influencing any act, or decision, securing an improper advantage, or inducing or rewarding improper performance in connection with the Contract.

12.6 Each party shall promptly notify the other if it becomes aware of any conduct in connection with the Contract that may reasonably be suspected to breach applicable anti-bribery or anti-corruption laws.

ANTI MONEY LAUNDERING

12.7 The Buyer and the Seller each represent and warrant that in connection with the Contract they will not use, employ or transfer any funds, financial resources, assets or securities that originate from, or are derived from unlawful activity of any kind.

12.8 Each party further represents that they have implemented reasonable policies, controls and procedures to comply with all applicable laws and regulations aimed at preventing money laundering and the financing of terrorism or terrorist organisations, whether local or international.

12.9 Neither party shall cause or permit the other party to breach any applicable anti-money laundering or counter-terrorism financing laws in connection with the performance of the Contract.

12.10 The Buyer shall, upon Seller's request, provide information or documentation reasonably required by the Seller to verify compliance with the provisions herein, including but not limited to that necessary to identify and assess any third party payments made or proposed to be made in connection with the contract.

VIOLATIONS TO THIS COMPLIANCE CLAUSE

12.11 If the Seller reasonably determines that performance of the Contract may breach, or risk breaching, Sanctions Laws or involve Sanctioned Activity, the Seller may, on notice, refuse delivery, suspend performance, or terminate the Contract with immediate effect, without liability. The Buyer shall indemnify the Seller for all losses, costs, fines, penalties, expenses and reasonable legal fees arising from any breach of this Clause 12 or any inaccuracy in the Buyer's representations or warranties under it.

12.12 The Seller shall be entitled to terminate with immediate effect, any or all Contracts with the Buyer in the event of any breach by the Buyer of this Clause 12. Upon such termination, the Seller shall have no further obligation to perform under the terminated Contracts. The Buyer shall be liable for all loss or damage arising out of the breached or terminated Contracts.

CODE OF CONDUCT AND WHISTLEBLOWING

12.13 The Buyer acknowledges having read and understood the Seller's Code of Conduct (a copy of which is available upon request) and confirms that it conducts its business in accordance with standards that are the same as, or materially like those set out therein.

12.14 The Buyer may report any concerns relating to the conduct of the Seller's representatives that breaches or may breach any

applicable laws to the Seller's parent company at its dedicated whistleblowing email address at whistleblower@bunker-holding.com. The Seller's Code of Conduct is available on the Seller's website or upon request from the Seller or via the aforementioned email address.

13. ENVIRONMENTAL PROTECTION

13.1 The Buyer and the Vessel shall ensure that, at all material times, they comply with applicable laws, regulations, conventions, flag state requirements, rules, codes of practice, class guidance and similar obligations relating to the receipt, handling, storage and use of Products and shall exercise all reasonable skill and care to avoid or minimise any Spill.

13.2 The Buyer and the Vessel shall promptly take all action reasonably necessary to mitigate the effects of any Spill occurring during a delivery of Products. Notwithstanding the foregoing, the Seller shall be entitled to take or arrange such measures as it deems reasonable to remove pollutants and mitigate the effects of a Spill. The Buyer shall cooperate with and render such assistance as is required by the Seller and shall indemnify and hold the Seller and its representatives harmless from any damages, expenses, claims or liabilities of any kind, except to the extent that the Spill is proven to have been caused solely by the Seller's negligence.

13.3 The Buyer shall provide or procure all documents and information concerning any Spill for the Seller as the Seller may demand or as may be required by applicable laws or regulations.

14. FORCE MAJEURE

14.1 Except for payment obligations, neither the Buyer nor the Seller shall be liable for any loss, damage, delay or failure in performing any obligation arising out of a Contract if such performance is directly prevented or hindered by an event that was not foreseeable at the date of entering into the Contract, is outside the reasonable control of the affected party and could not have been avoided or mitigated through the exercise of due diligence, including but not limited to such causes as:

14.1.1 government intervention, compliance with any law, regulation or ordinance, or with any order, demand or request of any international, national, port, transportation, local or other authority or person purporting to act with such authority, or agency or any other corporation directly or indirectly controlled by any of them; or

14.1.2 natural disaster, earthquake, flood, storm, epidemic or pandemic, fire, explosion, damage to any terminal or port, or any act of God; or

14.1.3 general labour or trade disputes, strikes, industrial action or lockouts or unavailability of Product at the Place of Supply; or

14.1.4 war, threat of or preparation for war, armed conflict, military operations, terrorism actions, civil war, embargo, blockade, riot or civil commotion; or

14.1.5 a declaration of force majeure on the part of the physical supplier performing the delivery.

14.2 When such cause or causes exist, the affected party shall promptly notify the other party of the nature of the event. For the period of such event, the affected party may fairly and equitably restrict or suspend deliveries or acceptance under the Contract, always provided that such suspension shall not extent the agreed delivery period.

15. CANCELLATION

15.1 Where the Seller cancels or terminates a Contract due to the Buyer's breach, the Buyer's conduct entitling the Seller to terminate, or the Seller establishing that applicable sanctions require its withdrawal from a Contract, the Buyer shall have no recourse against the Seller. In such circumstances, the Buyer shall be responsible for all direct costs and losses incurred by the Seller as a result of the termination.

15.2 If the Buyer cancels the supply after the Order Confirmation, the Buyer shall be liable for all costs, expenses and charges incurred by the Seller. In addition, the Seller may in its sole discretion claim the Buyer its lost profit in connection with the Contract, such payment to be made immediately upon demand.

16. LAW AND JURISDICTION

16.1 These Terms and any Contract shall be governed by the general maritime law of the United States, including the Commercial Instruments and Maritime Lien Act ("together the General Maritime Law"). New York state law applies only where the General Maritime Law does not address an issue.

16.2 Any dispute arising out of or in connection with the Contract shall be referred to arbitration in London under the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced, except that the tribunal shall not have the power to order security for costs against the Seller whether pursuant to the LMAA Terms or the Arbitration Act 1996.

16.3 Acknowledging that disputes may arise in relation to more than one Contract, or one or more Related Contracts, entered into between the Seller, or a Seller's Affiliate, and the Buyer (including an Agent), the parties hereby give their advance and irrevocable consent to the consolidation of such disputes and joinder of any party necessary to give effect to such consolidation. Any award rendered in such proceedings shall bind all joined parties, whether or not they choose to participate in the arbitration.

16.4 In cases where the sum claimed (in the event of consolidated disputes, where the aggregate total amount claimed) does not exceed the sum of USD 2,000,000 the arbitration shall be referred to a sole arbitrator. In all other cases the reference shall be to three. Appointments shall follow the LMAA terms, subject to the provisions on consolidation. The Seller and its Affiliates are treated as one party and shall jointly appoint one arbitrator, if applicable.

16.5 The 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

16.6 Notwithstanding the provisions of Clause 16.2 to16.5, the Seller may elect to commence court proceedings in any jurisdiction, either to substantively determine any dispute between the parties or to obtain security or other ancillary relief.

16.7 Without limitation to the foregoing, where a court has ordered the arrest of a ship or other property the Seller shall be at liberty to elect that that court (or other court in that jurisdiction) shall have substantive jurisdiction. Where arbitration proceedings are commenced but a court assumes substantive jurisdiction in accordance with this Clause, the arbitration proceedings shall be stayed in favour of the court proceedings.

ANNEX A – EUA TERMS

This Annex A sets out the terms and conditions of sale of EUAs to non-EU Resident Buyers (the "EUA Terms") which shall apply to all Contracts for sale of EUAs entered into with non-EU Resident Buyers. These EUA Terms are supplementary to and to be read in conjunction with the Terms whenever there is a Contract for the sale of EUAs to a non-EU resident Buyer:

1. DEFINITIONS AND TERMS

1.1 In these EUA Terms, capitalised but undefined words used shall have the meaning assigned to them in the Terms or, if no meaning assigned in the Terms, then the meaning assigned to them in the Directive. In the event of any conflict between these EUA Terms and the Terms, the provisions of these EUA Terms shall apply but in respect of the conflicting provisions only. In addition, the following words are hereby defined:

"**Account**" has the meaning defined in 3.5 b) of the EUA Terms.
"**Buyer's Replacement Cost**" means the positive value, if any, of (i) the price the Buyer, acting in a commercially reasonable manner, does or would pay in an arm's length transaction for an equivalent quantity of EUAs to replace the Default Quantity, less (ii) the EUA Price multiplied by the Default Quantity calculated on the date of the Delivery Date.
"**EUA**" is an abbreviation for European Union Allowance which means an allowance to emit one tonne of carbon dioxide equivalent according to the EU Directive.
"**EUA Price**" means the price agreed between Seller and the Buyer for one EUA as set out in the Order Confirmation.
"**Default Quantity**" means the quantity equal to the positive difference between (a) the quantity of EUAs agreed to be delivered to the Buyer and (b) the quantity of EUAs delivered to the Buyer in accordance with the Contract.
"**Delivery Date**" means the date on which Seller and the Buyer have agreed to deliver the EUAs to the Buyer's Registry Account as set out in the Order Confirmation.
"**Directive**" means Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003., as may be amended from time to time.
"**Non-EU Resident**" means not domiciled within the European Union or in a European Economic Area country.
"**Registries Regulation**" means the EU Commission Regulation (EU) No. 389/2013 of 2 May 2013, as may be amended from time to time.
"**Registry**" means the registry established by a Member State or the EU pursuant to the Directive or the Registries Regulation, in order to ensure the accurate accounting of the issue, holding, transfer, acquisition, surrender, cancellation and replacement of EUAs.
"**Required Authorisations**" means all governmental and other licences, authorisations, permits, consents, contracts and other approvals (if any) in the relevant party's country of registration and in the country of the Registry where the EUAs are to be delivered that are required to enable a Party to fulfil any of its obligations under these EUA Terms.
"**Seller's Replacement Cost**" means the positive value, if any, of (i) the EUA Price multiplied by the Default Quantity, less (ii) the price the Seller, acting in a commercially reasonable manner, does or would receive in an arm's length transaction to sell a quantity of EUAs equivalent to the Default Quantity calculated on the date of the notice demanding the Seller's Replacement Cost, plus the EUA Price for any EUAs transferred to the Buyer's account on credit terms.
"**Trading System**" means the system of transferring EUAs between either or both of (a) persons within the EU and (b) persons in third countries, in either case as recognized in accordance with, and subject to, the procedure of the Directive established in, and as implemented by the national laws of, any Member State and certain non-Member State.
"**Trading System Rules**" means the rules and regulations of participation in, and operation of, the Trading System as applicable in a Member State and certain non-Member States as amended from time to time.
"**Transfer**" means (whether used as a verb or a noun) the transfer of EUAs from one Account to another.

2. EUA TRADES

2.1 Seller and Buyer may from time to time enter into Contracts for the sale and purchase of EUAs. All EUA Price indications made in the negotiations for such trades shall constitute invitations to offer, and a binding Contract shall only come into existence when Seller sends the Order Confirmation to the Buyer in accordance with Clause 2 of the Terms.

2.2 In the event of a conflict between these EUA Terms, the Terms and the Order Confirmation, the conflict shall be resolved in accordance with the following order of precedence:

a) Order Confirmation
b) EUA Terms
c) The Terms.

3. PAYMENT AND TRANSFER OF EUAs

3.1 Unless otherwise agreed in the Order Confirmation, all sales of EUAs shall be on a cash in advance basis and the Seller shall transfer the agreed quantity of EUAs from its Account in the Registry to the Buyer's Account (or the Account of Buyer's designated third party) on the Delivery Date, always provided that the Seller has received the Price of the EUAs in its account no later than 3 (three) Banking Days in advance of the Delivery Date. Failure by the Buyer to make timely payment shall result in the Delivery Date being postponed accordingly. In the event of the Buyer's failure to make timely payment and such default remain unremedied, the Seller may upon giving three (3) days' notice to the Buyer terminate the Contract for cause and demand payment from Buyer of the Seller's Replacement Cost, such payment to be made by Buyer within 3 (three) Banking Days of the demand.

3.2 The Buyer may at the time of buying EUAs request Seller to deliver the agreed quantity of EUAs bought by the Buyer to a third party if the following criteria are met:

a) The Buyer provides documentation to Seller that (i) the Buyer is obliged to deliver the EUAs to this third party and (ii) the third party is Non-EU Resident, and Seller accepts this documentation;
b) The Buyer proves that the third party meet the requirements in clause 3.5; and
c) Sufficient documentation to satisfy compliance checks of the third party is provided to Seller. Seller has the discretion to assess what is sufficient.

3.3 The Transfer of EUAs shall be considered to be completed for the purposes of the Contract when the EUAs are received in the Buyers's Account (or the account of the Buyer's designated third party) in accordance with the Registries Regulation, whereupon title and risk of loss, related to the EUAs, or any portion thereof, shall transfer from the Seller to the Buyer.

3.4 Seller and Buyer agree to co-operate with each other in relation to the Transfer and to do such things as are necessary in accordance with, and as required by, the Trading System in order to Transfer the EUAs to the Buyer's Account by the Delivery Date.

3.5 Seller and Buyer each represent and warrant to the other that:

a) it shall maintain in full force and effect all Required Authorisations at all times during the term of the Contract,
b) subject to clause 3.6, on a Delivery Date, it has or will have an account validly registered in a Registry in accordance with the Trading System Rules ("Account") (or is in the process of setting up an Account);
c) in respect of the Account, it has on a Delivery Date nominated the other party's specified Account as a 'trusted account' for the purposes of the Registries Regulation; and
d) the Seller is allowed in terms of applicable law to sell EUAs, the Buyer is allowed in terms of applicable law to buy EUAs, and that the transaction is legal and valid in the country where each party is incorporated.

3.6 Buyer shall have and shall if applicable procure that the third party contemplated in 3.2 shall have a valid and trusted Account set up with the Registry on the Delivery Date, and if Buyer fails to do so and such failure remains unremedied after Seller providing 5 (five) days' notice to Buyer to remedy same, this shall constitute Buyer's breach of the Contract entitling Seller to terminate the Contract and demand payment from Buyer of the Seller's Replacement Cost, such payment to be made by Buyer within 3 (three) Banking Days of the demand, provided however that Seller may in its sole discretion permit an extended period of up to 90 (ninety) days from the date of the Contract in which initial Account set-up may be established with the Registry by Buyer for itself and if applicable for the third party.

3.7 In the event that the Seller fails to make a Transfer to the Buyer's Account of part or all of the EUAs on or before the Delivery Date and to the extent such failure is not caused or contributed by Buyer and if such failure remains unremedied after Buyer providing 10 (ten) Banking Days' notice to Seller, the Buyer may terminate the Contract and the Buyer shall in such event as a sole remedy be entitled to demand payment by the Seller of the Buyer's Replacement Cost, such payment to be made within 3 (three) Banking Days of the date of such demand.

ANNEX B – LNG TERMS

This Annex B sets out the terms and conditions of sale of LNG (the "LNG Terms") which shall apply to all Contracts for sale of LNG entered into by the Sellers. These LNG Terms are supplementary to and to be read in conjunction with the Terms whenever there is a Contract for the sale of LNG.

1. DEFINITIONS AND TERMS

1.1 In these LNG Terms, capitalised but undefined words used shall have the meaning assigned to them in the Terms. In the event of any conflict between these LNG Terms and the Terms, the provisions of these LNG Terms shall apply but in respect of the conflicting provisions only. In addition, the following words are hereby defined:

"**Compatibility Assessment**" means assessment of compatibility between the Supply Equipment and the Vessel, which shall include in particular mooring, fenders, LNG transfer system, LNG bunker station configuration, crane reach, boil off gas management, protrusions, bunkering safety link for emergency shut down and communications.
"**LNG**" means the LNG as specified in the Order Confirmation and any other auxiliary goods or services as stated in the Order Confirmation.
"**Shortfall Quantity**" shall have the meaning set out in Clause 5.8.
"**Supplier**" means the physical supplier operating the Supply Equipment and physically delivering the LNG to the Vessel.

2. QUALITY

2.1 The Buyer shall have the sole responsibility of the nomination of LNG requested for the Vessel. Save as set out under Clause 2.2, the Seller excludes any express or implied warranties as to the fitness for any purpose, stability or compatibility of the LNG and the Seller provides no warranties in relation to the quality of LNG, save that the LNG shall be of such commercial grade as generally offered by Supplier to its customers. Any information regarding the LNG provided by Seller in data sheets, certificate of analysis or otherwise is only indicative and approximate.

2.2 The LNG supplied pursuant to each Contract shall, where a specification is stated in the Order Confirmation, be in accordance with the specification stated in the Order Confirmation. Where a specification is not stated in the Order Confirmation or an indicative only specification is stated in the Order Confirmation, the LNG supplied under each Contract shall be supplied on an "as is" basis.

3. QUANTITY AND QUALITY DETERMINATION

3.1 The quantity of LNG delivered by the Seller to the Buyer shall be established according to the certified and approved custody transfer systems on the Supply Equipment which shall be conclusive evidence of the quantities delivered and shall be recorded in the Bunker Delivery Note which the representative of the Buyer shall be invited to sign. If the Supply Equipment does not have a certified and approved custody transfer system, the quantity shall be determined in accordance with the Supplier's standard practices. The Bunker Delivery Note shall be binding evidence of the quantity delivered, regardless of the Buyer's failure to sign the same. Measurements by any other means shall not be binding on the Seller.

3.2 The Buyer may request that an Independent Surveyor to supervise the measurement of the quantity of LNG by the certified and approved custody transfer systems on the Supply Equipment and shall issue his survey report on this basis. The Buyer shall pay the Independent Surveyor's costs and expenses in relation to the supervision of the measurements of the quantity of LNG delivered. The quantity of LNG delivered shall be the quantity specified in the Order Confirmation with a tolerance at Seller's option of +/- 5 % of the quantity specified.

3.3 The quality of the LNG delivered to the Vessel shall be determined by the reading of the on- line gas chromatograph on the Supply Equipment, or if such is not available in accordance with the measurement and testing principles and practices of the Supplier.

4. COMPATIBILITY

4.1 The Buyer is responsible for the compatibility between the Vessel and the Supply Equipment. To the extent that a Compatibility Assessment is required by the Supplier, the Buyer shall provide to the Seller, on a timely basis, with all reasonably necessary information required by the Supplier for the purpose of the Compatibility Assessment. The Buyer warrant that all information provided for the purpose of the Compatibility Assessment shall be correct and accurate, and the Buyer shall be solely responsible for compatibility between the Vessel and the Supply Equipment, including but not limited to communication systems, connections, emergency shutdown arrangements and mooring equipment, as a result of the information provided to the Seller for the Compatibility Assessment.

4.2 To the extent that a Compatibility Assessment has been made covering the Vessel and the Supply Equipment, the Buyer shall in good time prior to the formation of the Contract inform the Seller of any circumstances (including, without limitation, a subsequent change to the Vessel), which may impact the Compatibility Assessment or be otherwise relevant for the purposes of a LNG Delivery.

4.3 Notwithstanding the foregoing, the Buyer shall conduct its own Compatibility Assessment and shall be solely responsibility for the compatibility between the Vessel and the Supply Equipment, including but not limited to communication systems,

connections, emergency shutdown arrangements and mooring equipment. Where the Supply Equipment and the Vessel are found to be incompatible by the Supplier or the Buyer, each Party shall inform the other of the results of its Compatibility Assessment and work in good faith to achieve compatibility between the vessels. If the incompatibilities detected cannot be resolved which means delivery of LNG to the Vessel under the Contract would not, in the Seller's opinion, acting reasonably, be possible, then the Seller shall not be obliged to perform the delivery and shall be entitled in its sole discretion to terminate the Contract with immediate effect upon notice to the Buyer and claim damages in accordance with Clause 5.7.

5. DELIVERY OF LNG

5.1 If the Buyer fail to make the Vessel ready to take delivery of the LNG within the Delivery Window, the Seller may in its sole option (i) agree to a new delivery time with any price and cost adjustment, or (ii) terminate the Contract with immediate effect upon notice to the Buyer and claim damages in accordance with Clause 5.7.

5.2 Seller has the right to deliver LNG to Vessels on a first come, first serve basis or as per Seller's schedule and no guarantee of the time or rate of delivery is given by the Seller and Seller shall not be liable for any costs or losses, loss of time, loss of hire, or loss of schedule arising from any delay whatsoever. Where delivery is required outside normal working hours and is permitted by applicable regulations, Buyer will pay all overtime and extra expenses incurred.

5.3 The Buyer warrants at the time of delivery that the Vessel: (i) can safely receive the LNG; (ii) that the Vessel at the commencement and throughout the delivery is cold and ready to receive safely the LNG and at no point warmer than minus one hundred and forty degrees Celsius (-140ºC) at the tank level for normal bunkering operations, and (iii) has all the certificates required to comply with all relevant regulations and applicable international standards relating to the delivery of the LNG at the delivery location.

5.4 The Buyer shall be responsible for: (i) providing a free side of the Vessel for the delivery; (ii) providing safe passage between the Vessel and the Bunker Tanker, and a safe means of access to the equipment for the receipt of the LNG; (iii) making all connections and disconnections between the delivery hose(s) and the Vessel's intake pipe and shall ensure the hose(s) are properly secured to the Vessel's manifold prior to commencement of delivery; (iv) providing safe reception of the full quantity of the LNG contracted for without risk to the Seller, any agent, employee or the Supplier or to the property of any such party; (v) providing reasonable assistance of qualified staff to secure the Vessel moorings.

5.5 The Buyer shall at all times comply with all reasonable logistical, operational and safety requirements of the Seller. If in the Seller's opinion the Buyer does not comply with Clauses 5.3 and 5.4 and the Vessel cannot safely receive the LNG at the agreed time or the Buyer and/or the Vessel is not acting in compliance with MARPOL Annex VI, or any other applicable laws, regulations or international standards, the Seller has the option to either: (i) suspend the delivery until, in the Seller's opinion, the Vessel can safely receive the LNG and/ or is in compliance with MARPOL Annex VI or any other applicable laws, regulations or international standards; and/ or (ii) cancel the delivery and terminate the Contract.

5.6 In the event the Seller suspends a delivery in accordance with clause 5.5 (i), then in each case the Seller shall not be obliged to perform the delivery and shall be entitled in its sole discretion (i) amend the price set out in the applicable Order Confirmation to take account of increased or additional costs, including but not limited to any increase in delivery costs and/or prevailing market prices, and (ii) the Demurrage Rate.

5.7 In the event the Seller terminates the Contract in accordance with clauses 5.5(ii), then in each case (without prejudice to any other rights or remedies which the Seller has under the Contract or at law) the Buyer shall indemnify and keep indemnified the Seller for any and all direct or indirect or consequential losses incurred by the Seller resulting from such purported cancellation, termination or failure, including but not limited to:

i. any liability incurred to any third party;
ii. any difference in price between the Contract price and the market price at the delivery location on the date of such purported cancellation, termination or failure;
iii. losses, costs and damages associated with terminating, liquidating, obtaining or re-establishing any hedging arrangement, derivative transactions or related trading position;
iv. costs of selling any undelivered LNG including any losses due to boil off while awaiting replacement sale;
v. additional operational expenses such as pump-back fees, inspection charges and storage; and
vi. cost of time lost for the Supplier.

5.8 If the Seller fails to deliver, in whole or in part, the quantities of the LNG as specified in the Order Confirmation (such quantity which the Seller fails to deliver being the "Shortfall Quantity") for reasons other than delay on the part of the Supplier, a force majeure event (as set out in Clause 14), the fault of the Buyer or the Vessel (including any breach by the Buyer of its obligations under the Contract), or adverse weather conditions, then the Buyer and the Seller shall use all reasonable endeavours to reschedule the delivery of the Shortfall Quantity. If it is not possible to so reschedule, the Seller shall have a reasonable time to arrange a replacement delivery of the Shortfall Quantity with a Compliant Fuel instead of LNG (converted for energy density where applicable), always provided that Seller's costs shall not exceed 110% of the Price of the Shortfall Quantity as stated in the Confirmation Note.

5.9 If, for any reason other than (i) Force Majeure, or (ii) reasons attributable to the Seller the Buyer cancels the delivery or fails to take delivery in full or in part of the quantity of LNG nominated in the Order Confirmation, the Buyer shall, the Seller shall be entitled to a compensation to a maximum of an amount equal to the contract quantity not taken multiplied with the Price plus the reasonable, direct and documented costs caused by such cancellation.

6. INCORPORATION OF SUPPLIER'S TERMS

6.1 The Seller will in all cases source the LNG from a third party Supplier. The terms and conditions of the sale and purchase contract between the Seller and the Supplier (the "Supplier Terms") shall be deemed to be incorporated into the Contract only to the extent expressly set out in this Clause 6.2 and the Buyer shall be deemed to have read, accepted and be bound by the applicable provisions within the Supplier Terms as if it were the buyer, and the Seller was the seller, under such Supplier Terms.

6.2 If the Supplier Terms contain:

i. a shorter time limit for the doing of any act (other than termination of the Contract), or the notification of any claim, then such shorter time limit shall be deemed incorporated mutatis mutandis into these LNG Terms;
ii. different measurement or quality determination procedures in relation to the LNG being delivered pursuant to the Contract, then such measurement or quality determination procedures shall be incorporated into these LNG Terms;
iii. any exclusion of liability provision, then such provision shall be deemed incorporated mutatis mutandis into these LNG Terms, providing it only applies to further limit or exclude the liability of the Seller; and
iv. any greater tolerance relating to quantity of the LNG to be delivered, then such tolerance shall be incorporated mutatis mutandis into these LNG Terms.

6.3 A copy of the relevant provisions from the Supplier Terms that are deemed to be incorporated into the Contract shall be made available to the Buyer by the Seller upon request.