



## TRANSOCEAN OIL GENERAL TERMS AND CONDITIONS FOR MARINE FUEL SALE (EDITION OF 15<sup>TH</sup> SEPT 2015)

These General Terms and Conditions shall apply to all deliveries contracted for unless the Sellers, **Transocean Oil Pte Ltd**, expressly confirm otherwise in the Goods Sales Agreement. Each delivery shall constitute a separate contract.

### 1 DEFINITIONS

Unless the context otherwise demands:

- a) "Sellers" mean **Transocean Oil Pte Ltd**, its supplier, subsidiary, affiliate or nominee delivering or arranging for the delivery of Marine Fuels under a Goods Sale Agreement and shall include any of its servants, agents, sub- contractors and designated representatives.
- b) "Buyers" mean the party or entity identified in the Goods Sale Agreement and shall include any agent or principal and any Vessel and/or Vessel Owner, contracting to purchase, take delivery and pay for the Marine Fuels.
- c) "Marine Fuels" mean products, derived from crude oil, delivered or to be delivered to the Vessel includes marine fuel oil, marine diesel oil and marine gas oil.
- d) "Goods Sale Agreement" means the contract of sale for each delivery of Marine Fuels between the Buyers and the Sellers, which shall always be solely and exclusively subject to these terms and conditions. If there is any conflict between the terms and conditions contained therein and the Goods Sale Agreement, the terms and conditions shall prevail.
- e) "Bunker Tankers" mean bunker barge or tanker supplying Marine Fuels to the Vessel.

### 2 PRICE

Sellers and Buyers must mutually agree on the price before there is any obligation to sell or buy such Marine Fuels as Buyers shall order from Sellers and Sellers may accept to sell to Buyers. The price of the Marine Fuels shall be stated in the Goods Sale Agreement issued by the Sellers.

In addition to the stated price for the Marine Fuels, the Buyers shall be fully liable and responsible to pay for any and all applicable duties, goods and service tax, taxes, fees, costs (including those imposed by government authorities), port dues, lighterage and wharfage charges if applicable, barging fees, delivery charges, mooring charges, insurance, pilotage, freight and all such other costs and expenses whatsoever arising from the delivery.

### 3 QUALITY

The Buyers shall have the sole responsibility for the selection, acceptance and use of Marine Fuels to be used in the receiving vessel, including the determination of the compatibility of such Marine Fuels with fuel already on board and receiving vessel. Notwithstanding anything else set out in the Goods Sale Agreement, the Sellers may fully and properly discharge its obligations to deliver Marine Fuels by supplying any product of equivalent or superior specification to that set out in the Goods Sale Agreement.

The Sellers do not warrant or guarantee that the Marine Fuels supplied will function in the engine or boiler(s) of the receiving vessel, or will be compatible with the fuel already in the receiving vessel's tanks, or with fuel which is later added to and commingled with the Marine Fuels supplied by the Sellers.

Unless otherwise specified in the Good Sale Agreement, the Marine Fuels shall be of the quality generally offered by the Seller at the time and place of delivery, for the particular grade or grades ordered by the Buyer. Should the Good Sale Agreement guarantee a particular specification, the analysis of any test results shall make allowances for generally recognized industry standards of repeatability and reproducibility. All grades of produce may contain petroleum industry allowed, bio-derived components. Where specifications designate a maximum value, no minimum value is guaranteed unless expressly stated in the Goods Sale Agreement. Conversely, where minimum values are provided in a specification, no maximum values are guaranteed unless expressly stated in the Goods Sale Agreement.

Buyer shall have the sole responsibility for the selection of proper Marine Fuels for use in the vessel being supplied or other receiving facility. **ANY IMPLIED CONDITIONS AND WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

### 4 QUANTITY

The delivered quantity shall be based on the bunker tanker's tank gauging and calculations as witnessed by both the Buyers' representatives and the Sellers' representatives. Where the flow meters are used instead of tank gauging, the flow meter readings as witnessed by both parties' representatives shall be used for the calculation of the quantity delivered.

In respect of the quantity agreed upon, the Seller shall be at liberty to provide, and the Buyer shall accept, a variation of 5% from the agreed quantity, with no other consequence than a similar variation to the corresponding invoice from the Seller.

Any claim by the Buyer as to shortage in quantity of Marine Fuel supplied (other than as per above sub-clause), must be noted on the receipt signed on board at the time of delivery and prior to the departure of the Vessel. Failing which the Seller's determination of the quantity of the fuel supplied shall be final, conclusive and binding on the Buyer.

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If Buyers or its representative is not or do not wish to be present at time of measurement, then, any complaint or wrong measurement or short delivery shall be deemed to be waived. The quantity shall be measured under prevailing guideline set up in the Code of Practice for Bunkering, Singapore Standard SS600:2008 latest edition.

## **5 ORDER OF PURCHASE AND GOODS SALE AGREEMENT**

The Buyers shall submit to the Sellers the order for purchase of Marine Fuels of its requirement, specifying the name of the vessel requiring bunkers, the required grades and quantities, the bunkering location, the delivery date range, the vessel's local agent(s) and any other relevant details. The nomination will be deemed to incorporate all the terms and conditions contained therein.

The Sellers shall accept such order by Goods Sale Agreement, which shall constitute the terms and conditions of the sales contract for the delivery of Marine Fuels.

The conditions of the Goods Sale Agreement, to the extent that they are contrary to any of the conditions of the Buyers' order for purchase of Marine Fuels or the conditions contained herein, shall control.

## **6 NOMINATION**

The Buyers shall give Sellers at least seventy-two (72) hours notice (exclusive of Saturday, Sunday and public holidays of the delivery port) of the vessel's readiness to receive delivery of Marine Fuels, specifying in such notice the exact quantity, quality, place and date of delivery, name of vessel and other terms consistent with the delivery port authority's requirements for delivery of Marine Fuels. Notwithstanding the foregoing, the Buyers shall be liable for any cost and expenses incurred by the Seller resulting from the failure of the Buyers and its employees, contractors or agents to take delivery of or rejecting in part or in full the quantity of Marine Fuels ordered by the Buyers and accepted by the Sellers.

The Sellers reserve the right, by giving notice to the Buyers in writing at any time before actual delivery of the Marine Fuels and on or after acceptance of any nomination, to increase the price of the Marine Fuels to reflect any increase in the cost to the Sellers (arising from, but not limited to any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in costs of materials) caused by any change in delivery dates, quantities or specifications for the Marine Fuels which is requested by the Buyers or caused by any delay caused by any instructions of the Buyers or failure of the Buyers to give the Sellers adequate information or instructions; and the Buyers shall be bound by and pay such increased price. See further Clause 18.

## **7 CANCELLATION**

If the vessel, which requires delivery of Marine Fuels, fails to arrive or fails to receive the Marine Fuels within three (3) days of the agreed delivery date, the Sellers have the option to cancel the Goods Sale Agreement without incurring any liability whatsoever.

In this event, however, the Buyers shall be liable for any cost and expense however incurred by the Sellers and shall indemnify the Sellers against any claims, losses, market price losses, costs, damages, liabilities, fines, penalties and expenses however incurred or sustained arising out of or in connection with the cancellation of the Goods Sale Agreement, except to the extent that such claims, losses, costs, damages, liabilities, fines, penalties and expenses arise through the negligent act or omission of the Sellers and/or the Sellers' representatives and/or the Sellers' sub-contractors. The Seller shall be entitled at its option, to be paid damages at the rate of minimum US Four Dollars Fifty Cents (USD 4.50) per metric ton for the barge which would have affected delivery but for such cancellation without any formal proof of such loss.

Market price losses will be calculated using price difference between the day the Good Sales Agreement was confirmed between Seller and Buyer and the day whereby Seller receives written cancellation notification from Buyer before 4pm local time. Any written cancellation notification after 4pm will be based on market price on next available working day. Pricing index to be used for market price loss calculation will be basis Singapore MOPS for respective Marine Fuels.

## **8 DELIVERY AND LOADING CONDITIONS**

The time of delivery, as given by the Seller, has been given as an approximate time, unless it has been otherwise specifically agreed in writing between the parties.

The time of delivery will only be binding upon the Seller when all information necessary for the Seller to comply with its obligations hereunder, have been properly made known to the Seller in reasonable time before the delivery.

In any case the Buyer, unless otherwise agreed in writing, must give not less than seventy two (72) hours approximate initial notice of delivery, which is to be followed by forty-eight (48) hours with indication of location of delivery, and Twenty-four (24) hours notice, where the last notice must specify the exact place of delivery. The notices of delivery must be given to Sellers and/or the Seller's representatives/agents.



Regardless of any ETA advice, vessels arriving outside of the agreed supply/delivery/stemmed dates will be supplied on a when available basis (commercial best endeavor). Even if vessel arrives within the stemmed dates, any changes to the arrival ETA provided by vessel's owners/ charterers/ agents/ contractors/ representatives within 24 hours of vessel's expected arrival may not be acceded to, and may be supplied on a when available basis (commercial best endeavor) without liability or penalty against Seller.

Notwithstanding above, if any vessel arrives 72 hours earlier or later than stemmed date/s, Seller reserves the right to cancel the sales order without any penalty nor obligation to supply the delayed vessel. Any offer to re-quote will be at the sole discretion of Seller. Seller reserves the right to claim for any losses arising from delays in supply caused by buyer as per standard cancellation charges outlined in Clause 7.

If delivery is required outside normal local business hours, weekends, or national holidays, any extra expenses incidental to such delivery (where applicable) shall be reimbursed by the Buyer as additional costs.

The Vessel in question shall be bunkered as promptly as the circumstances permit. The Seller shall not be liable for any demurrage paid or incurred by the Buyer or for any loss, damage or delay of the Vessel of any nature whatsoever.

If the Seller at any time for any reason believes that there may be a shortage of supply at any place and that it as a result thereof may be unable to meet the demands of all its customers, the Seller may allocate its available and anticipated supply among its customers in such a manner as it may determine most reasonable in its sole discretion.

The Buyer shall make all connections and disconnections between the delivery hose and the intake pipe of the Vessel and shall render all other necessary assistance and provide sufficient equipment to receive promptly all deliveries of Marine Fuel hereunder.

The Buyer shall ensure that the Vessel provides a free, safe and always afloat and accessible for the delivery of bunkers and that all necessary assistance as required by the Seller or the Seller's representative is rendered in connection with the delivery. The Buyers warrant that it will comply with all applicable laws; regulations and customs at the delivery port and have a full and efficient complement of master, officers and crew.

In case of delay or failure to deliver the Marine Fuel the Seller shall not be liable to the Buyer or any other entity for any claim, loss or damage unless such delay or failure to deliver is caused by the Seller's negligence.

If any delay is caused by the Buyer, the Vessel in her arrival, her condition, breakdown, inability to receive and/or its agents, to the delivery or the Vessel the Buyer shall be responsible and pay to the Seller and the Supplying Company for all losses, expenses, charges arising therefrom or in connection therewith including without limitation demurrage at the Seller's established rates.

Delivery shall be made by barge tanker at the discretion of the Sellers and the vessel will be bunkered as promptly as circumstances will permit, provided at least that, the vessel's estimated time of arrival at the delivery port is of such manner and at such intervals such that it complies with the rules, regulations and customary practices of the delivery port's authority, Sellers and Sellers' suppliers.

In no event whatsoever shall the Sellers be obligated to purchase Marine Fuels or its equivalent from others in order to enable it to supply Marine Fuels to the Buyers. The Sellers may, without liability, during any period in which it is unable to perform as set out in this Article, allocate its available supply of Marine Fuels in such manner, as the Sellers deem fair and equitable.

In the event Sellers' capacity to perform becomes impracticable for any reason, the Sellers may reduce or stop deliveries in such a manner as it may in its sole discretion determine and shall be relieved of its obligation to perform hereunder.

The Sellers shall not be liable for any cancellation, loss, damage, delay or demurrage whatsoever which may be suffered by the Buyers as result of any congestion at the delivery location or at the Sellers' or the Sellers' supplier's facilities or from any other circumstances beyond the control of the Sellers or the Sellers' supplier.

The Buyer shall be responsible for keeping the delivered Marine Fuel segregated from any other Marine Fuel onboard the Vessel or from a different delivery to the Vessel. In no event shall the Seller be responsible for the quality and compatibility of the Marine Fuel delivered if the Seller's product is mixed or comingled with any other product(s) onboard the receiving Vessel. The Buyer shall be solely responsible for any losses caused by mixing or comingling the Marine Fuel with any other oil, including any damage the Bunker Fuel may cause on other products on board the receiving Vessel.

## 9 PAYMENT

Payment for the Marine Fuels shall be made by the Buyers within thirty (30) days or, if otherwise agreed, within the number of days stated in the Goods Sale Agreement after the completion of delivery.

In the event payment has been made in advance of delivery, it shall be adjusted on the basis of the actual quantities of Marine

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Fuels delivered and additional payment and/or refund shall be made within thirty (30) days after the completion of delivery.

Payment shall be made in full, without set-off, counterclaim, deduction and/or discount, free of bank charges.

Payment shall be deemed to have been made on the date of the payment credited to the counter of the bank designated by the Sellers. If payment falls on a non-business day, then payment shall be made on or before the business day nearest to the due date. If the preceding and succeeding business days are equally near to the due date, then payment shall be made on or before the preceding business day.

Any delay in payment and/or refund shall entitle either party to interest at the rate of two (2) per cent per month or any part thereof.

In the event of non-payment, the Sellers reserve the right to pursue such legal remedies as may be available to them to recover the amount owed.

The Buyer agrees to pay, in addition to other charges contained herein, internal and external attorneys fees on a full indemnity basis for the Seller's collection of any non-payment or underpayment as well as any other charges incurred by the Seller in such collection including, but not limited to, the cost of bonds, fees, internal and external attorneys fees associated with enforcing a maritime lien, attachment or other available right, whether in law, equity or otherwise.

All unpaid invoices from Seller to Buyer shall immediately be considered overdue, upon the occurrence of any of the following events: (i) any invoice of Seller to Buyer is seven (7) days overdue; (ii) any vessel owned or operated by Buyer is arrested or attached by Seller or a third party for unpaid debts; or (iii) there is a change in the financial circumstances or structural organization of Buyer sufficient to cause Seller to reasonably believe that its likelihood of receiving payment from the Buyer is jeopardized or that its security interest in any of Buyer's owned or operated vessels is jeopardized.

In the event that more than one invoice is past due at the same time, Seller shall be entitled, at its sole discretion, to specify the particular invoice to which any subsequent payments shall be applied.

Seller reserves the right, in addition to all other rights and remedies available to it under applicable law, in equity, or otherwise, to suspend further deliveries of Marine Fuels, and demand payment of all outstanding balances, if the outstanding balances due from Buyer (including estimates of unbilled sales) exceed the Buyer's applicable credit limit, or if Buyer fails to make any payment as herein provided or otherwise defaults under the Goods Sale Agreement.

#### **10 SAMPLING**

All samplings taken at the time of bunkering shall be done in accordance to the procedure as set up in the Singapore Standard SS600:2008 Code of Practice for Bunkering or any subsequent amendments therefore. Any sample taken outside of this procedures, shall not be recognized.

#### **11 QUANTITY/QUALITY CLAIMS**

Any complaint or dispute as to the quantity delivered must be noted at the time of delivery in the receipt or in the letter of protest. Any claim as to short delivery shall be presented by the Buyers in writing within ten (10) days from the date of delivery, failing which any such claim shall be deemed to be waived and barred.

Any complaint or claim as to the quality or description of the Marine Fuels must be notified in writing or promptly after the circumstances giving rise to such claim have been discovered. If the Buyers do not notify the Sellers of any such claim within twenty (20) days of the date of delivery, such claim shall be deemed to be waived and barred.

Without prejudice to any of the provisions herein, in order to enable the Seller to investigate and pursue a claim, Buyer must provide the Seller with sufficient information on the nature of the complaint, the loss and damage alleged together with all relevant supporting documents. Any notice that contains insufficient information will not be valid and is still subjected to relevant time bar periods of ten (10) days for quantity claims and twenty (20) days for quality claims. Buyers must provide a full and complete response to all questions, enquiries and requests made by the Seller relating to the claim and matters arising thereto.

If the claim of defect in quality is duly notified to the Sellers, the parties shall have the quality of the Bunker Tanker/Barge retained sample, analyzed by a mutually agreed, independent and certified testing laboratory under the national accredited body in accordance with ISO Standard – ISO 8217. If Buyer and Seller cannot agree on said laboratory, then the Seller shall furnish a reputable, independent and certified testing laboratory and Buyer shall be bound by his appointment. All analysis by the independent expert must be carried out at the delivery port. The result of such testing shall be conclusive and binding on the Sellers and Buyers. The cost of testing the representative sample shall be on the losing party's account.

Seller reserves all rights to reject any other sample results besides that of the above Bunker Tanker/Barge retained sample results.

Any sample taken in a manner outside the control of the Sellers shall not be recognized as representative of Marine Fuels delivered.

The submission of any complaint or claim with regards to quantity and quality to the Sellers shall not release the Buyers of responsibility to make full payment of the invoiced amount as required under Clause 9 hereof.

## 12 MEASUREMENT

The quantities of Marine Fuels delivered shall be measured and calculated in accordance with the methods of any recognized standards authority which is utilized at the sole discretion of the Sellers.

When delivery is effected by bunker tanker the quantity shall be determined from the official gauge of the barge effecting delivery. The Master, Chief Officer or Chief Engineer or his representative shall together with the Seller's representative measure and verify the Opening (before supply) and Closing (after supply) quantities on board Supplier's barge. Should the Chief Engineer or his representative fail or decline to verify the quantities per above, the measurements of quantities made by the Seller shall be final, conclusive and binding and the Buyer shall be deemed to have waived all rights to protest or claim against any alleged variance thereafter. When delivery is effected from a storage facility, the quantity shall be determined by either electronic flow meter or by gauging of the relevant storage tank, whichever is applicable. Such measurements shall be accepted as conclusive of the quantities delivered (absent arithmetic error) and shall be recorded in a Bunker Delivery Note (BDN), which shall be countersigned by the Master, Chief Officer or Chief Engineer of the vessel or the Buyer's accredited representative.

The Buyers have the right to be represented at the time of measurement provided the Sellers are duly notified.

In the event of any disagreement concerning the quantity delivered, the Master, Chief Officer, Chief Engineer of the vessel or the Buyers' accredited representative should immediately issue a Letter of Protest to the Sellers or the Sellers' representative failing which any claim for short delivery shall be deemed to be absolutely waived and barred. Furthermore the Buyers may elect, before the vessel sales, to appoint a mutually agreed independent inspection company on behalf of the Sellers and the Buyers to verify the BDN quantity. The findings of the independent inspection company shall be conclusive and binding on the Buyers and the Sellers. The costs of such inspection company are to be shared equally.

If after the issuance of a Letter of Protest the Buyers, for whatever reason, does not elect to appoint a mutually agreed independent inspector to verify the BDN quantity as described above, the Buyer shall notify the Sellers in writing of any claim for short delivery within seven (7) days of the date of delivery failing which any such claim shall be deemed to be absolutely waived and barred.

## 13 RESTRICTION ON USE

Unless otherwise agreed, the Buyers undertake that the Marine Fuels supplied under a Goods Sale Agreement will be used solely for the bunkering requirements of the vessel to which it is delivered.

## 14 RISK/TITLE

Risk in the Marine Fuels shall pass to the Buyers once the Marine Fuels have passed the Sellers' flange connecting the Vessel's bunker manifold with the delivery facilities provided by the Sellers.

Title to the Marine Fuels shall pass to the Buyers upon payment for the value of the Marine Fuels delivered. Until such time as payment is made on behalf of themselves and the Vessel, the Buyers agree that they are in possession of the Marine Fuels solely as Bailee for the Sellers. If, prior to payment, the Sellers' Marine Fuels are commingled with other marine fuels on board the vessel, title to the Marine Fuels shall remain with the Sellers corresponding to the quantity of the Marine Fuels delivered. The above is without prejudice to such other rights as the Sellers may have under the laws of governing jurisdiction against the Buyers or the vessel in the event of non-payment.

## 15 EXCEPTIONS

The Sellers shall not be responsible for any failure to fulfill its obligations hereunder or under a Goods Sale Agreement, if fulfillment has been delayed, hindered, interfered with curtailed or prevented by:

- i) any circumstances whatsoever which are not within the control of the Sellers or the Sellers' suppliers as the case may be;
- ii) any curtailment, failure or cessation of supplies of Marine Fuels to the Sellers;
- iii) compliance with any order, demand or request of any international, national, port, transportation, local or other authority or agency or of any body of persons purporting to be or to act for such authority or agency
- iv) any strike, lock-out or labour dispute; or
- v) any war or war-like conditions and their consequences, unrest and sabotage.

The Sellers if so affected by any of the events set out in this clause must notify the Buyers in writing indicating the nature of such event or events.

## 16 BREACH

The Sellers may terminate the Goods Sale Agreement in whole or in part, at its sole discretion, upon the breach of any of the provisions hereof by the Buyers, in which event, the Sellers reserve the right to recover from the Buyers all damages and costs (including but not limited to loss of profit) resulting from such breach.

## 17 SELLER'S LIABILITY

The Sellers shall not, under any circumstances whatsoever, be liable to the Buyers for indirect, consequential, special or economic loss or damage, including but not limited to loss of profit or business, or demurrage charges at any port. To the extent permitted by the law, the Sellers' total liability, regardless of method of calculation, directly or indirectly resulting from the single delivery of Marine Fuels pursuant to a Goods Sale Agreement, in no event shall be greater than the total invoice amount for that delivery.

## 18 BUYER'S LIABILITY

The Sellers reserves the right to revise the contract price if (1) the vessel fails to arrive or receive Marine Fuels within three (3) days from the agreed delivery date, (2) the Buyers change the order quantity by more than ten (10) percent or (3) the Buyers request a material change in the terms and conditions of the Goods Sale Agreement.

If the Buyers, for any reason, after the Sellers have accepted an order for delivery of Marine Fuels, should fail to receive the Marine Fuels according to the terms and conditions contained herein and in the Goods Sale Agreement, the Sellers shall have no obligation to supply Marine Fuels to the Buyers. Further, in such case, the Buyers shall be liable to the Seller for all costs, damages or expenses incurred by the Sellers as a result of the Buyers' failure to receive the Marine Fuels, including, but not limited to, any demurrage.

Any loss or damage to Marine Fuels or to property of the Sellers or its supplier or any other party caused by the Buyers or its nominated vessel shall as between the parties hereto, be borne by the Buyers and the Buyers shall to such extent indemnify the Sellers or its supplier for the same.

Marine Fuels that has been ordered by the Buyers and confirmed by the Sellers in the Goods Sale Agreement cannot be cancelled except with the express written agreement of the Sellers. In the event of such a cancellation by the Buyers without the acceptance of the Sellers or the failure of the receiving vessel to take delivery of part or all of the products as stated in the Goods Sale Agreement, the Sellers shall have the right to pursue a claim against both the Buyers and the vessel for all losses and damages thereby suffered including the loss of profit, charges and expenses incurred by the Sellers.

## 19 SELLER'S INDEMNITY

The Sellers shall indemnify and hold harmless the Buyers and the nominated vessel's owner and operator against any claims, losses, costs, damages or expenses directly incurred by the Buyers and the nominated vessel's owner and operator directly resulting from the supply of the Marine Fuels to the extent that such claims, losses, costs, damages or expenses are directly caused by the gross negligence, error, omission or violation of law by the Sellers, its agents or sub-contractors or affiliated entities. The Sellers's total liability amount, to any or all parties, shall in no case be greater than the total invoice amount for that delivery.

## 20 BUYER'S INDEMNITY

The Buyers will indemnify and hold harmless the Sellers and/or the Sellers' representatives and/or the Sellers' sub-contractors against any claims, losses, costs, damages or expenses incurred by the Sellers and/or the Sellers' representatives and/or the Sellers' sub-contractors resulting from the supply of the Marine Fuels to the extent that such claims, losses, costs, damages or expenses are caused by the negligence, error, omission or violation of law by the Buyers, the receiving vessel's owner or operator, their agents or sub-contractors or affiliated entities.

## 21 LIEN

All deliveries of Marine Fuels under any Goods Sale Agreement hereunder are made not only on the credit of the Buyers but also on the faith and credit of the receiving vessel, and, it is agreed that the Sellers will have and may assert a lien against such vessel for any amounts due under the Goods Sale Agreement. No acceptance of any other or additional security measures by the Sellers shall operate as a waiver of this provision. Where the Buyers are not the owner of the receiving vessel, the Buyers, hereby, expressly warrants that he has the unrestricted authority of the Owner of the receiving vessel to pledge the vessel as credit under this clause, and that the Owners of the receiving vessel has been give notice of this clause.

It is further agreed and understood that the Sellers will have and may assert a lien against any vessel or vessels owned or operated by the Buyers for any amounts due under the Goods Sale Agreement.

The Sellers shall not be bound by any attempt by any person to restrict, limit or prohibit its lien/liens attaching to the vessel(s).

The Seller is entitled to rely on any provisions of law of the flag state of the Vessel, the place of delivery or where the Vessel is found and shall, among other things, enjoy the full benefit of local legislation granting the Seller a maritime lien on the Vessel and/or providing for the right to arrest the Vessel.





Nothing in the Terms and Conditions shall be construed to limit the rights and/or legal remedies that the Seller may enjoy against the Vessel or the Buyer in any jurisdiction.

## **22 WAIVER**

The failure by the Sellers to enforce any right against the Buyers shall not be considered as a waiver of that right. Any waiver by the Sellers of any of its right hereunder or under any Goods Sale Agreement in any particular instance, shall not prejudice its rights to enforce the same strictly and in full on any subsequent occasion.

## **23 AGENTS**

Should the Marine Fuel be purchased by an intermediary such as a manager, broker, trader or agent then such manager, broker, trader or agent shall (in addition to the Buyer) be bound by and liable for all obligations as fully and completely as if they were themselves the Buyer whether such principal be disclosed or undisclosed and whether or not such manager, broker, trader or agent purports to contract as manager, broker, trader or agent only.

Furthermore, delivery shall always take place for the account of the registered owners and for the account of the current charterers all of whom shall, together with any intermediary, remain jointly and severally liable for the payment of the delivery as the Buyer until payment has been received by the Seller in full.

## **24 NOTICES**

Notices to be given under the Goods Sale Agreement or hereunder shall be addressed to the addresses specified from time to time by the party to whom the notice is addresses.

Where a Goods Sale Agreement is made by an Agent acting for the Buyers, then notice may be given either to the agent or to the Buyers at the option of the party giving the notice.

Notices shall be given by actual delivery or by registered post or by wireless or cable or other telegraphic means. If sent by registered post, they shall be deemed to have been received two (2) days after being posted. If sent by telegraphic means, they shall be deemed to have been received on the day they were sent.

## **25 ASSIGNMENT**

The Buyers shall not assign any of its right and obligations hereunder unless expressly agreed to in writing by the Sellers.

## **26 GOVERNING LAW AND JURISDICTION**

The provisions hereof shall be governed by the laws of Singapore and the parties agree to irrevocably submit to the exclusive jurisdiction of the Singapore Courts.

If any term or provision or any part thereof in these conditions shall be held to be illegal and unenforceable under any enactment or rule of law, such term or provision or part thereof shall, to the extent, be deemed not to form part of these conditions and the enforceability of the remainder of these conditions shall not be affected thereby.

## **27 INSURANCE**

The Buyers and the Sellers shall each maintain adequate Thirty Party Liability Insurance cover for all risks, hazards and perils, including cover for oil spill damages associated with and/or arising out of or in connection with this contract.

## **28 ENVIRONMENT PROTECTION**

Without prejudice to Clause 14 (Risk and Title) the Sellers may at any time without notice take any steps which it considers necessary to protect the environment from damage arising from spillage or transport of the Marine Fuels. Any action so take shall be on behalf of and at the expense of the Buyers and the Buyers shall indemnify the Sellers for any loss, costs, damages or expense incurred by the Sellers for any such steps taken by the Sellers.

## **29 FORCE MAJEURE**

Neither party hereto shall be responsible for any loss, damage, delay or failure in performance under this contract resulting from an act of God, or the port of delivery being affected by war, civil commotion, riot, quarantine, strike, stoppage, lock-out, arrest, restraint of princes, rulers and people or any other event whatsoever which cannot be avoided or guarded against by the exercise of due diligence.

## **30 ENTIRE CONTRACT**

These Terms and Conditions together with the Goods Sale Agreement constitute the entire contract and supersede all prior oral or written agreements, representations and/or warranties. No additional or amendment to this contract shall be of any effect unless such addition or amendment has been mutually agreed and confirmed in writing by the parties.

The Sellers reserve the right, at its sole discretion, to revise and amend the Terms and Conditions herein from time to time, and without giving any notice.

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