

GENERAL TERMS AND CONDITIONS

1. Grades/Quality:

- The Buyer assumes the primary responsibility for selecting the appropriate grade of Marine Fuel that is compatible with their Vessel's engine and operational requirements. This emphasizes the Buyer's knowledge of their Vessel's specifications.
- The Seller provides a warranty, assuring that the Marine Fuel supplied adheres to the mandatory standards outlined in MARPOL 73/78 (related to marine pollution) and aligns with the latest ISO Standard 8217:2012 (or a later agreed-upon version), setting clear quality benchmarks.
- Beyond these explicitly stated compliance standards, the Seller's liability regarding fuel quality is limited, meaning that any other warranties, whether implied or statutory, are expressly excluded to clarify the extent of the Seller's responsibility.

2. Prices:

- For Coastal Run Vessels, fuel pricing is straightforward: the "Posted Price" in effect on the date the fuel is withdrawn from the Seller's storage tanks will be applied. This ensures transparency in pricing.
- Foreign Run Vessels operate under a "Pricing Date Range," where the price is mutually agreed upon between the Buyer and Seller for a specific period, allowing for some price flexibility.
- In addition to the base fuel price, the Buyer will be responsible for other costs associated with the delivery, including delivery fees, wharfage (docking fees), any overtime charges, and all applicable duties and taxes levied by relevant authorities.
- The applicable USD/INR exchange rate for currency conversion will be the rate prevailing on the date of the Bunker Nomination, providing a consistent method for determining the final price in the appropriate currency.
- The Buyer is responsible for covering all charges and expenses associated with the Vessel itself in relation to the Marine Fuel delivery, such as port fees and other logistical costs.

3. Nomination of Vessel:

- The Buyer is obligated to submit a comprehensive Bunker Nomination that includes all essential Vessel details, such as the Vessel name, IMO number (a unique identifier), supply port, the estimated time of arrival (ETA), the required fuel quantity, grade, the maximum permissible sulphur content, and any specific conditions that could potentially affect the fuel delivery process.
- For Vessels operating under a Term Agreement (a longer-term supply arrangement), the Bunker Nomination must be provided to the Seller no less than seven (7) days before the Vessel's scheduled arrival at the designated port to allow for adequate planning.

4. Quantities/Measurements:

- The Seller will make fuel deliveries using one of three methods, depending on the available infrastructure: via shore pipeline directly from the terminal, by Barge (a specialized fuel transport vessel), or by Tank Trucks.
- Fuel quantities are measured using either a calibrated flow meter, providing a precise volumetric reading, or by manually gauging the level in shore/cargo tanks on the Barge or Tank Trucks.
- To ensure accuracy and transparency, the Vessel's Master, Chief Engineer, or a delegated crew member is required to jointly verify the fuel quantities with the Seller's authorized representative.
- The measurements are calculated in accordance with the latest edition of the ASTM Petroleum Measurement Tables, an industry-standard set of procedures and formulas.
- The information recorded on the Seller's Bunker Delivery Note is considered the final and authoritative record of the delivered quantity, unless proven otherwise.

5. Delivery:

- Deliveries will take place both during the day and night, but are generally excluded on Saturdays, Sundays, and official Public/Port Holidays. The delivery is contingent upon suitable weather conditions, clearance from Customs, and permission from Port authorities.
- To coordinate the delivery, the Buyer or their appointed agents must provide the Seller with advance notices: a 72-hour approximate notice, a 48-hour approximate notice, and a final, definitive 24-hour notice confirming the Vessel's arrival, location, and requested delivery time.
- The Buyer is obligated to inform the Seller of the Vessel's maximum allowable bunker pumping pressure, the type and dimensions of the hose connections used for bunkering, and any special circumstances or challenges that could affect the efficient and safe fuel transfer.
- The Seller is not responsible for any delivery delays or inability to deliver fuel if the Buyer/Vessel has not secured all the necessary permits and approvals required by the relevant statutory and port authorities.
- In the case of vessels equipped with Exhaust Gas Scrubbers (pollution control devices), the required documentation pertaining to the scrubber system must be submitted to the Seller at least 48 hours before the scheduled delivery date.
- The Buyer bears the responsibility for ensuring a clear, safe, and accessible side of the Vessel is available for the delivery, and for providing the Seller with the necessary assistance to facilitate the smooth and efficient transfer of Marine Fuel.

6. Sampling:

- To maintain transparency and integrity, a representative sample of the Marine Fuel is drawn during the bunkering operation to ensure it matches the agreed-upon specifications.
- A drip sampler, a specialized device designed to extract a continuous sample during the transfer process, is used to collect the fuel sample.

- Four identical sealed samples are created, and each is meticulously labeled with specific details: the Vessel name, identification of the delivery facility, product name, delivery date and location, and a unique seal number. These details are then authenticated by signatures of the Seller's representative and the Master of the Vessel (or their designated representative).
- Two of the samples are retained by the Seller for a minimum of forty-five (45) days, and the remaining two samples are handed over to the Vessel's representatives.
- If a quality dispute arises, the samples are sent to a mutually agreed upon, qualified, and independent laboratory for analysis, and the results of that analysis are binding on both the Buyer and the Seller.

7. Documentation:

- Prior to the commencement of delivery, the Seller is required to present a Bunker Requisition Form, signed by the Seller or their representative, that confirms the agreed-upon quantities for delivery and summarizes the key bunkering terms.
- The Vessel's Master, Chief Engineer, or a designated crew member is required to participate in the measurement and verification of Marine Fuel quantities along with the Seller's representative before delivery, and shall sign and stamp the initial gauging/sounding report to acknowledge the agreed-upon baseline.
- A Bunker Delivery Note, signed and stamped by the Master or the Vessel's authorized representative, must be returned to the Seller, or their representative, upon completion of delivery, serving as an acknowledgement of the delivered volume and temperature of the fuel.
- The Vessel is responsible for providing the Marine Fuel(s) End Use Declaration, Customs Shipping Bill, and any other statutory documents necessary to comply with regulations.

8. Payment:

- Payment for the Marine Fuel(s) will be made by the Buyers to the Seller according to mutually agreed terms, either in advance or against the credit as agreed during the Bunker Nomination process.
- Payment shall be made in full, without any unauthorized set-offs, counterclaims, deductions, or discounts, and free of any bank charges to the bank account indicated by the Seller.
- The Seller reserves the right to stop delivery of Marine Fuels if advance payment is not received in the Seller's bank account at least 1 bank working day before the bunker delivery date.
- Any delay in payment shall attract an interest equivalent to the prevailing penal interest rate, declared as a policy by the Seller, time to time along with applicable duties and taxes.
- All costs borne by the Seller in connection with the collection of overdue payments, whether made in or out of court or arbitration proceedings and in general, all costs incurred by the Seller in connection with any breach of this agreement by the Buyer, shall be for the sole account of the Buyer.

- The Seller shall at all times be entitled to require the Buyer to grant to the Seller what the Seller deems to be sufficient security for the performance of all its obligations under this Agreement.

9. Claims:

- The Seller explicitly reserves the right to withdraw the supply Barge if the Vessel is not ready to receive fuel or is delayed. In such cases, the Seller may pursue demurrage (delay charges) and consequential liquidated damages, along with any applicable duties and taxes, from the Buyer.
- Any claims related to the delivered quantity must be immediately communicated by the Vessel's Master or Chief Engineer to the Seller or their representative following delivery. Failure to do so constitutes a waiver of any quantity-related claims.
- Claims concerning the quality of the Marine Fuel delivered must be submitted to the Seller in writing within 30 days from the date of marine fuel(s) delivery to the vessel.

10. Risk/Title:

- The risk of loss or damage to the Marine Fuel passes to the Vessel/Buyer at the point where the fuel crosses the Seller's flange that connects to the Vessel's bunker manifold.
- The title and ownership of the Marine Fuel remains with the Seller until full and complete payment has been received.

11. Cancellation:

- Cancellation charges will be applied if the Buyer cancels its Bunker Nomination, unless the cancellation is due to force majeure circumstances and the Seller has been appropriately notified.
- The Seller retains the right to terminate the contract if the Buyer or Vessel fails to take delivery of the fuel within the specified delivery timeframe.

12. Force Majeure:

- The Seller is not liable for any loss, damage, or demurrage resulting from delays or failures to perform their obligations when such delays or failures are caused by events beyond their reasonable control.

13. Dispute Resolution:

- Any disputes arising from the agreement will be resolved through arbitration conducted by the Indian Council of Arbitration in Mumbai, India. The proceedings will be conducted in English.

14. Liability:

- The Seller's liability is limited to the total value of the products supplied under the relevant Bunker Delivery Note.
- The Seller is not liable for any consequential damages incurred by the Buyer.
- The Buyer undertakes to indemnify the Seller against any damages or costs suffered by the Seller resulting from a breach of contract or fault on the part of the Buyer.

15. Health, Safety, and Environment:

- The Seller will provide the receiving vessel with appropriate Safety Data Sheets (SDS) for the Marine Fuels delivered.
- The Buyer is responsible for providing its employees, users, and customers with all relevant health, safety, and environmental information.

16. Sanctions and Boycotts:

- Neither party is obligated to perform any obligation under the agreement if such performance would violate applicable laws or regulations relating to trade sanctions, foreign trade controls, or similar restrictions.

17. Termination or Liquidation:

- The Seller may terminate the agreement if the Buyer breaches the contract or undergoes liquidation or similar proceedings.

18. Notice:

- Notices under the agreement can be effectively delivered by postal mail, facsimile transmission, or courier service.