

PTFPlusOneEnergy Facilities Limited –Marine Services (PTFEFL)

General Terms and Conditions 2014

BUNKER PROCEDURE

These are the Standard Terms and Conditions of Sale of Marine Bunker Fuel of **(PTFEFL)** (the Bunker Procedure) as published and amended from time to time by **(PTFEFL)** and in conformity with which all sales and deliveries of Marine Bunker Fuels by **(PTFEFL)** are conducted. These terms and conditions should be read and fully understood in conjunction with any agreements, contracts or arrangements entered into with PTFPlusOne Ltd., PTFOne Ltd.

1. DEFINITIONS

1.1 "**Barge**" means the, barge lighter /tanker used for supplying Marine Bunker Fuel to vessels.

1.2 "**Bunker Delivery Note (BDN)**" is the document signed by both parties **(PTFEFL)** as the seller/supplier and Master or Engineer of the vessel as the Buyer and recipient for the confirmation of the supply and receipt of Marine Bunker Fuels as per the relevant Bunker Confirmation.

1.3 "**Bunker Confirmation**" means the document issued by **(PTFEFL)** where it accepts and confirms the supply of the Marine Bunker Fuel/s requested by the Buyer within its validity period to the Vessel.

1.4 "**Bunker Nomination**" is the document sent by the Buyer to **(PTFEFL)** , specifying the quantities and type of Marine Bunker Fuel required by the Buyer for the vessel named in the Bunker Nomination.

1.5 "**Bunker Requisition Form**" means a document where the Chief Engineer/ Broker/ Master of the Vessel indicates the exact requirements of the Marine Bunker Fuels including inter alia, the manifold size, receiving rates etc, with other relevant information and the time the Vessel is ready to accept delivery.

1.6 "**Bunker Supervisor**" means the Cargo Officer of the Barge or Tank Truck.

1.7 "**Buyer**" Means the Vessel supplied and jointly and severally, her Master, Owners, Operators and Time Charterers.

For the avoidance of doubt, should Marine Bunker Fuels be ordered by a Broker, then such Broker, as well as the principal Buyer, shall be bound by, and liable for, all obligations as fully and as completely as if the Broker were itself the principal, whether such Buyer be disclosed or undisclosed, and whether or not such Broker purports to contract as agent only.

1.8 "**Cancellation Charge**" is a payment levied by **(PTFEFL)** from the Buyer for cancellation of a nomination or when the validity of the Bunker Confirmation lapses due to failure to receive the Marine Bunker Fuel on time which charge maybe waived by **(PTFEFL)** at its sole discretion.

1.9 **(PTFEFL)** shall mean **PTFPlusOneEnergy Facilities Limited –Marine Services**

1.10 "**Marine Bunker Fuels**" means marine fuel oil and intermediate grades, marine gas oil, and where orders for the same have been made in advance by the Buyer and **(PTFEFL)** has confirmed availability, marine diesel oil, which are **(PTFEFL)** commercial grades of Marine Bunker Fuel as currently offered generally to its customers for similar use at the time and place of delivery.

1.11 "**Master**" or "**Engineer**" means Master or the Engineer of the Vessel.

1.12 "**Anchorage**" or "**Off Port Limits (OPL)**" means outside the breakwater of the Ports of Germany as defined by the German Ports Authority.

1.13 "**Private Barge**" means the Barge owned or chartered by parties other than **(PTFEFL)**.

1.14 "**Tank Truck**" means the bowser that is used for delivery of Marine Bunker Fuel.

1.15 "**Vessel**" means the nominated vessel or ship/tanker receiving the Marine Bunker Fuel.

2. BUNKER NOMINATIONS

2.1 Buyers must issue a Bunker Nomination for the supply of Marine Bunker Fuel to the Buyer's nominated vessel which request shall only be binding on **(PTFEFL)** upon, **(PTFEFL)**'s confirmation of same to the Buyer and upon the issue of a Bunker Confirmation by LMS to facilitate delivery of the Marine Bunker Fuel to the Vessel.

2.2 The Buyer shall confirm whether the Bunker Nomination relates to the provision of Marine Bunker Fuel for use by the Vessel outside the territorial waters of Europe or for consumption within the territorial waters of Europe.

2.3 The Buyer shall be responsible for the payment of all applicable duties, taxes, fees and other costs incurred in the provision of Marine Bunker Fuel by **(PTFEFL)** to the Vessel.

2.4 **(PTFEFL)** shall issue a Bunker Confirmation whereby it accepts and confirms the supply of the Marine Bunker Fuel/s requested by the Buyer to the Vessel.

2.5 A Bunker Confirmation shall be valid for five (5) calendar days and if such Bunker Confirmation is not utilized before midnight on the 5th day, it shall expire. If the nomination is cancelled by the Buyer or expires without being used, the Buyer shall pay **(PTFEFL)** the current applicable cancellation charges.

2.6 Bunker Confirmations accepted and confirmed may be amended to suit the Buyer's requirements on quantity and additional products, provided sufficient notice is given to **(PTFEFL)** for the supply and **(PTFEFL)** accepts such amendment in writing. Where additional quantities are required, the prices prevailing on the date of acceptance of amendments to the Bunker confirmation will be applicable for such additional quantities.

2.7 Bunker Confirmations will be issued only up to 1700 hrs on Working Days. Any Bunker Nominations received by **(PTFEFL)** after 1700 hrs would be treated as receiving on the following Working Day at 0800 hrs for all purposes.

3. BUYER'S FURTHER OBLIGATIONS

3.1 The Buyer shall inform **(PTFEFL)** on the Working Day preceding the date of required delivery, inter alia, of the date, time and location of the delivery required and the total port stay of Vessel.

3.2 The Buyer warrants that the Marine Bunker Fuels purchased from **(PTFEFL)** are for the operation of Vessel and that Vessel only.

3.3 The Buyer warrants that the Vessel is in compliance with all applicable national and international laws and regulations applicable on the date of the delivery. The Vessel is subject to **(PTFEFL)**'s acceptance and will not be supplied with Marine Bunker Fuel unless free of all conditions, difficulties, peculiarities or defects which might impose hazards in connection with delivery of Marine Bunker Fuel.

4. PRE DELIVERY DOCUMENTATION – BUNKER REQUISITION FORM

4.1 When the Vessel is berthed as confirmed by the buyer, the Bunker Supervisor shall board the Vessel, in order to obtain the required information regarding the delivery of the Marine Bunker Fuel on the Bunker Requisition form.

4.2 Chief Engineer/Master of the Vessel shall sign and place the seal of the Vessel on the Bunker Requisition Form in confirmation of the details indicated therein and return same to the Bunker Supervisor PROVIDED THAT failure to sign and seal the Bunker Requisition Form shall not invalidate the confirmation of the order for Bunkers and the details contained therein.

4.3 Information to be provided in the Bunker Requisition Form.

(a) Name and the IMO No. of Vessel

(b) Date and time the vessel would be ready to accept bunkers

- (c) Type and quantity of products required (description of each grade)
- (d) Order in which grades are to be supplied.
- (e) Pumping rate at which delivery can be accepted
- (f) Whether ships personnel or supplier's staff should give the "stop pumping" signals.
- (g) Whether the Chief Engineer or his representatives is calling over to the shore tanks, Barge or Tank truck for preliminary soundings.

5. DELIVERY

5.1 Unless otherwise agreed by the parties, delivery shall be made to Vessels at the Port of Hamburg (Ex pipeline, Ex Barge or Ex Tank truck) or where applicable Ex Tank Truck or Ex Barge at any other port in Germany

5.2 Where delivery is made by Barge / Tank Truck, the Buyer shall provide, free of cost, a clear and safe berth for the Barge/Tank Truck alongside the Vessel's receiving lines and **(PTFEFL)** shall not be required to provide the steam necessary to effect such deliveries.

5.3 The Buyer shall assume full responsibilities for making all connections and disconnections between the delivery hose and the Vessel's intake pipe and shall ensure that all assistance is given to **(PTFEFL)** to make prompt delivery.

5.4 **(PTFEFL)** reserves the right not to supply Marine Bunker Fuels into any tank other than a Vessel's running tank regularly used for Marine Bunker Fuel.

5.5 Delivery shall commence after the Chief Engineer or his representative of the Vessel confirms his readiness to receive Marine Bunker Fuel.

5.6 The Bunker Supervisor shall maintain the requested pumping rate by the Vessel unless advised otherwise by the Chief Engineer.

5.7 The bunkering hose should be fully drained before the final measurements are taken.

5.8 The Buyer or his agent may be present to witness the loading/ delivery operations of the Marine Bunker Fuel.

5.9 Loading and delivery of Marine Bunker Fuel to Vessels shall be subject to **(PTFEFL)**'s then current delivery charges.

5.10 The Barge used for delivering Marine Bunker Fuel could be either of **(PTFEFL)** or of a private barge operator as decided by **(PTFEFL)** at its sole discretion.

6. QUANTITY AND QUALITY

6.1 The Bunker Nomination shall contain the quantity of Marine Bunker Fuel required by the Buyer.

6.2 The Marine Bunker Fuel to be supplied by **(PTFEFL)** shall be **(PTFEFL)**'s Commercial grades of Marine Bunker Fuel as currently offered generally to its customers for similar use at the time and place of delivery. **THERE ARE NO GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED AS TO THE SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS OR SUITABILITY OF THE MARINE BUNKER FUEL FOR ANY PARTICULAR PURPOSE OR OTHERWISE.**

6.3 Discrepancies in the quality and quantity of the Marine Bunker Fuel delivered shall be determined in accordance with the procedure set out in this sub clause.

a) **(PTFEFL)**'s measurements of the Marine Bunker fuel in accordance with the Bunker Procedure shall be accepted as conclusive evidence of the quantities delivered. Provided however the buyer is at liberty to be present at the measuring if it wishes to verify the correctness of **(PTFEFL)**'s measurements. However **(PTFEFL)** is entitled to proceed in the absence of such representatives and the quantities ascertained by it shall be accepted by the Buyer as correct.

b) In case of a direct delivery by pipeline, the Engineer or the Buyer or his representative may check the shore tank soundings before and after delivery. In the case of a Barge delivery, the Engineer/Master or his representative may check the Barge soundings before and after delivery. In the case of delivery by Tank Truck, the Engineer or the Master may check the tank levels are correct before delivery and that the tanks are empty after delivery.

c) Where the quantity of Marine Bunker Fuel delivered is calculated from tank dip measurements, all calculations shall be made in accordance with the ASTM-IP Petroleum Tables for Generalised Products.

d) **(PTFEFL)**' operations staff shall not be obliged to check the Vessel's bunker tank soundings. The calculations based on tank readings would not be acceptable by **(PTFEFL)** under any circumstances.

e) Any dispute with regard to shortages shall be resolved by re-checking all relevant calculations prior to departure of Vessel and any subsequent complaint shall not be entertained by **(PTFEFL)** where **(PTFEFL)**' figures shall be taken as final.

f) Any claim regarding the quantity of the bunker oil delivered shall be notified verbally as well as in writing by the buyer or the master of the vessel to the seller immediately during delivery of the bunker oil.

Any claim regarding the quality of the bunker oil delivered shall be presented in writing to **(PTFEFL)** within fourteen (14) days of delivery and where delivery was made under Customs supervision with copies of the Customs Declarations. Failure to claim within this period shall mean that any such claim is deemed to be waived and absolutely barred. No claims will be admissible if the product delivered is found to have been mixed with another product on board the vessel.

7. SAMPLING AND RETENTION OF SAMPLES

7.1 Four (4) samples of Marine Bunker Fuels will be drawn from each product as detailed by the MARPOL Annexure VI. One of such sample will be named as a MARPOL sample together with another sample shall be handed over to the vessel and the remaining samples (02) will be retained by **(PTFEFL)**. If multiple deliveries are to take place to the same vessel the same process is to be repeated. These samples must be clearly identified and numbered. Such samples shall be drawn in the presence of both **(PTFEFL)** and the Buyers representatives (if the Buyer has chosen to be present). The Buyer may satisfy itself of the cleanliness of the sampling containers and accuracy of the process.

7.2 Two (02) samples shall be retained by **(PTFEFL)** in safe custody for fourteen (14) days after delivery of the Marine bunker Fuel to the Vessel. In the event of any dispute either of the two samples retained by **(PTFEFL)** will be sent for testing at any laboratory; as mutually agreed between the buyer and **(PTFEFL)**.

7.3 The Method of sampling shall be in compliance with MARPOL 73/78 Annexure VI regulations for the prevention of Air Pollution from ships entered into force on 19th May 2005.

a) The Master/Chief Engineer shall ensure that the method of taking samples are so as to ensure that the samples are representative of the Marine Bunker Fuel delivered to the Vessel and that the sampling is witnessed by representatives of **(PTFEFL)** as well as the Vessel.

b) The samples provided to the private barge at the time of delivery shall be considered the guaranteed product supplied to the end vessel.

8. BUNKER DELIVERY NOTE 8.1 The Bunker Delivery Note would be duly filled by the Bunker Supervisor and given to the Master/Chief Engineer of the Vessel for confirmation of supply and receipt of Marine Bunker Fuel in accordance with the relevant Bunker Confirmation.

8.2 The Master/Engineer of the Vessel shall sign the Bunker Delivery Note and place the seal of the Vessel for acceptance of the products indicated therein on behalf of the Buyer. Where deliveries are made on a Private Barge, the Master/Engineer of the Private Barge should sign the Bunker Delivery Note of LMS. Furthermore, the Private Barge Master/Engineer should provide **(PTFEFL)** with the confirmatory receipt documents from the receiving vessel.

8.3 Bunker Supervisor shall sign the Bunker Delivery Note on behalf of LMS. **PROVIDED HOWEVER**, failure by the Master/Engineer of the Vessel to sign the Bunker Delivery Note shall not prejudice **(PTFEFL)**'s claim for Marine Bunker Fuel delivered to the Vessel.

09. NORMAL WORKING HOURS AND HOLIDAYS

9.1 Normal office hours of LMS are 0800 hrs to 1700 hrs. Monday to Friday (both days inclusive). Non-Working Days include Saturday half day, Sunday, and Public Holidays in Europe.

10. DELIVERIES EFFECTED BY PRIVATE BARGE NOT NOMINATED BY LMS

10.1 The Buyer may nominate a delivery by private Barge to take place to a Vessel at Anchorage or at Off Port Limits with prior written notification unless otherwise agreed in writing by **(PTFEFL)** and subject to acceptance by **(PTFEFL)**.

10.2 The Buyer shall be liable for any damages caused to 3rd party property, for any spillage of oil etc., defects quality and quantity of the Marine Bunker Fuel after delivery by **(PTFEFL)** to the private Barge so nominated by the Buyer and shall hold **(PTFEFL)** indemnified in this regard. The Buyer shall conform to all local and international environmental and safety standards and regulations required of a vessel transporting Marine Bunker Fuel.

10.3 Mode and acceptance of delivery by **(PTFEFL)** to the private Barge shall be at the sole discretion of LMS and would be charged accordingly. **(PTFEFL)**'s liability ends with making the Marine Bunker Fuel available to the private Barge. All deliveries shall be deemed to be complete and risk shall pass to the Buyer when the Marine Bunker Fuel has reached the flange connecting the delivery facilities provided by **(PTFEFL)** with the receiving facilities of the private Barge.

10.4 In the event of deliveries by private Barge, the sampling of the Marine Bunker Fuel and measurements of quantity in terms of Clauses 6 and 7 above shall take place at the time of delivery to the private Barge.

10.5 The Bunker Delivery Note shall be signed by the Master of the private barge for and on behalf of the Buyer. The Buyer shall ensure that a copy of the Bunker Delivery Note duly countersigned by the Master of the Vessel is received by **(PTFEFL)** upon delivery to the Vessel.

10.6 The Buyer shall ensure that the entire quantity of Marine Bunker Fuel loaded to the private Barge is delivered only to the nominated Vessel. Whenever the private Barge fails to deliver the Marine Bunker Fuel taken for delivery to the vessel, the Buyer shall inform **(PTFEFL)** immediately of such non delivery.

10.7 The Buyer shall indemnify **(PTFEFL)** in the following format as and when private barges nominated by the Buyer are used for a delivery.

"We the buyer/broker/the local agent of the nominated vessel hereby indemnify the seller, **(PTFEFL)** or its representative against any claims arising from spillage of oil, losses, damages caused to any other party and on complaints relating to quantity and quality arising as a result of using the private barge to effect this delivery."

10.8 **(PTFEFL)** recommends that the Buyer appoint an independent surveyor when arranging Outer

Anchorage/ Off Port Limit Deliveries.

11. PRICES AND OTHER CHARGES

11.1 The price for Marine Bunker Fuels payable by the Buyer to **(PTFEFL)** shall be the price stated on the bunker confirmation issued by **(PTFEFL)**. In the event the vessel does not pick up bunkers during the validity period of the nomination **(PTFEFL)** has the right to revise the prices based on the current prevailing prices.

12. PAYMENT

12.1 The price of the Marine Bunker Fuel including delivery and other known charges shall be paid in advance as advised by **(PTFEFL)** to the Buyer in terms of Appendix 1 hereto or as otherwise agreed by **(PTFEFL)** in writing.

12.2 Any amounts due to **(PTFEFL)** in accordance with 13.1 above shall be paid in United States Dollars by the Buyer to the credit of **(PTFEFL)**, HSBC Bank, Geneva, on the account number that will be advised, or any other bank in Europe nominated by **(PTFEFL)** from time to time in United States Dollars or any other currency stipulated by **(PTFEFL)** in writing.

13. TITLE AND RISK OF LOSS

Unless otherwise stated in these Provisions, title to the Marine Bunker Fuels shall pass to the Buyer when the invoice of **(PTFEFL)** has been paid in full and all deliveries shall be deemed to be complete. The risk shall pass to the Buyer when the Marine Bunker Fuel has reached the flange connecting the delivery facilities provided by LMS with the receiving facilities of the Buyer at which point **(PTFEFL)**' responsibility will cease and the Buyer shall assume all risk of loss, damage, deterioration, evaporation as to the Marine Bunker Fuel so delivered. The Marine Bunker Fuel shall be pumped at the risk and peril of **(PTFEFL)** until that flange only and thereafter **(PTFEFL)** shall not be responsible for any loss or damage. The Buyer warrants that the representatives from the vessel shall be responsible for ensuring that the Marine Bunker Fuel is received in a safe way.

14. LIEN

Deliveries of Marine Bunker Fuel hereunder are made not only on the credit of the Buyer but also on the faith and credit of the Vessel which uses the Marine Bunker Fuel and it is agreed that **(PTFEFL)** will have and may assert a lien against such Vessel for the amount of the delivered price of said Marine Bunker Fuel. All costs associated with the seizure of the Vessel shall be for the Buyer's account.

15. (PTFEFL)' LIABILITY

15.1 **(PTFEFL)** shall not be liable for damages of whatsoever nature including physical injury nor for delay

in delivery of Marine Bunker Fuel or services. In any event and notwithstanding anything to the contrary contained herein, the liability of **(PTFEFL)** hereunder shall not exceed the invoice value of the Marine Bunker Fuel supplied under the relevant Bunker Confirmation to the Vessel.

15.2 **(PTFEFL)** shall under no circumstances be held liable for any consequential losses whatsoever, including, without limitation, delay, detention, demurrage, charter hire, crew wages, pilotage, towage, port charges, lost profits or increased cost or expenses for obtaining replacement fuel.

15.3 The Buyer undertakes to indemnify **(PTFEFL)** against any claims, losses or costs of whatever kind related to the Bunker Contract instituted by third parties against **(PTFEFL)** to the extent such claims exceeds **(PTFEFL)**'s liability towards the Buyer as per this clause.

16. SPILLAGE AND ENVIRONMENTAL PROTECTION

16.1 The Buyer is familiar with the health effects related to the Marine Bunker Fuels supplied hereunder and with relevant protective safety and health procedures for the handling and use of such Marine Bunker Fuels. The Buyer shall adhere to such safety and health procedures while using or handling **(PTFEFL)**'s Marine Bunker Fuel. The Buyer shall be responsible for compliance by its employees, agents, and other users with all health and safety requirements or recommendations related to the Marine Bunker Fuels supplied hereunder and shall exert its best efforts to assure that any of its employees or agents, users, and others avoid frequent or prolonged contact with or exposure to the Marine Bunker Fuels both during and subsequent to delivery. **(PTFEFL)** accepts no responsibility for any consequence arising from failure/negligence by the Buyer, its employees or agents, any users, or any other party to comply with relevant health and safety requirements or recommendations relating to such contact or exposure.

16.2 If a spill occurs while the Marine Bunker Fuel is being delivered, the Buyer and **(PTFEFL)** shall promptly take such action as is reasonably necessary to remove the spilled Marine Bunker Fuel and mitigate the effects of such spills. **(PTFEFL)** is hereby authorized, at its option and at the expense of the Buyer, to take such measures and incur such expenses (whether by employing its own resources or contracting with others) as are reasonably necessary in the judgment of **(PTFEFL)** to remove the spilled Marine Bunker Fuels and mitigate the effects of such spills. The Buyer shall cooperate and render such assistance as is required by **(PTFEFL)** in the course of such action. All expense, claims, loss, damage, liability and penalties arising from spills shall be borne by the party that caused the spill. If both parties are at fault, all expense, claims, loss, damage, liability and penalties shall be divided between the parties in accordance with the respective degrees of fault.

16.3 In the event of a spill during fueling, the Buyer shall provide **(PTFEFL)** with such documents and information concerning the spill and any programs for the prevention of spills as may be required by **(PTFEFL)** or by law or regulations applicable in the port where the spill occurred.

17. INDEMNITY

17.1 The Buyer shall confirm whether the Bunker Nomination relates to the provision of Marine Bunker Fuel for export purposes or for consumption within the territorial waters of Germany and shall be responsible for the payment of any applicable taxes and duties thereon. The Buyer shall indemnify and hold harmless **(PTFEFL)** against any loss damage or expenses arising from or in consequence of such confirmation.

17.2 The Buyer shall also indemnify and hold **(PTFEFL)** harmless from and against any and all claims, demands, suits or liabilities for damage to property or for injury or death of any person, or for non – compliance with any requirement of any governmental entity or breach of **(PTFEFL)**'s Bunker Procedure arising out of an act or omission of Buyer or its agents or servants in receiving, using, storing or transporting Marine Fuels delivered hereunder, including exposure thereto, or delay or breach by the nominated vessel or its crew members unless the same be due to the sole negligence of **(PTFEFL)**.

18. FORCE MAJEURE

(PTFEFL) or the Buyer shall not be liable for any loss, claim or demand of any nature whatsoever beyond the Buyer's or LMS's control including (but not limiting the generality of the foregoing declared or undeclared war, sabotage, blockade, revolution, police action, riot or disorder, embargo or trade restriction of any sort, non-availability of raw material, government or quasi-government action, Act of God, fire, flood, earthquake, storm tide or tidal wave, tsunami, explosion, accident, radiation, strike, lockout or other labour dispute or disease.

19. WAIVER

The failure to exercise or delay in exercising any right power or remedy vested in **(PTFEFL)** under or pursuant to these provisions shall not constitute a waiver by **(PTFEFL)** of that or any other right power or remedy.

20. GOVERNING LAW AND ARBITRATION

All transactions with **(PTFEFL)** shall be governed and construed under the laws of England and Wales if any dispute or difference arises under these provisions the parties shall endeavor to settle same amicably. Failing such settlement such dispute or difference shall be settled by three arbitrators, one to be appointed by each of the parties hereto and the third one to be appointed by such arbitrators. In the case of disagreement between such arbitrators, the third arbitrator shall be appointed by mutual consent of both parties, failing which consent, by the Chairman of the London Chamber of Commerce. The UNCITRAL (Uncitral.org) rules shall apply to such Arbitration. The Arbitration shall be held in London, United Kingdom, and shall be conducted in the English Language.

21. ARREST OF VESSEL

The Bunker Oil supplied to the Vessel is sold and delivered on the credit of the Vessel, as well as on the promise of the Buyer to pay therefore, and the Buyer agrees and warrants that **(PTFEFL)** shall have and may assert a maritime lien against the Vessel and may take such other action or procedure against the Vessel and any other vessel or asset beneficially owned or controlled by the Buyer, for the amount due for the Bunker Oil and the delivery thereof. **(PTFEFL)** 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 full benefit of local rules granting **(PTFEFL)** maritime lien in the Vessel and/or providing for the right to arrest the Vessel. Nothing in this Bunker Contract shall be construed to limit the rights or legal remedies that **(PTFEFL)** may enjoy against the Vessel or the Buyer in any jurisdiction.

22. AMENDMENT

These standard terms and conditions of Sale of **(PTFEFL)** may be amended unilaterally by **(PTFEFL)**.

23. SUSTAINABILITY

The Buyer shall:

- (a) observe internationally accepted treaties relating to the protection of human rights; and
- (b) observe conditions of labour not less favorable than those conditions established for the law, trade or industry; and
- (c) not use child or forced labour; and
- (d) not engage in any activity which amounts to discrimination on the basis of race, ethnicity, color, national origin, sex, disability, veteran status, or age.
- (e) not to offer, receive, agree to pay or cause the payment by another person of any money or anything of value for the purpose of influencing, improperly or unlawfully any act, decision or judgment of any person relating to the performance of the Business

APPENDIX 1

PAYMENT PROCESS

All registered Buyers must adhere to the following payment process unless otherwise notified in writing by **(PTFEFL)**:

A. Payments from buyers would be accepted by **(PTFEFL)** only in US Dollars. Payment in any other currency other than US Dollars will be accepted only subject to prior agreement with **(PTFEFL)**.

B. Payment should be made in advance in favour of **(PTFEFL)** for the net value of each nomination

including delivery and any other known charges based on any one of the following payment modes:

- i) Telegraphic Transfer to **(PTFEFL)'s** Bank account at HSBC Geneva
- ii) Irrevocable, unconditional Letter of Credit at sight

To submit a cheque in US Dollars or "Pay on Demand Bank Guarantee" drawn in favour of **(PTFEFL)** for the full cost of the bunkers including the delivery charges and any other charges payable, at the time a Bunker Nomination is made. The cheque should be dated the same day the Bunker Nomination is made. No post dated cheques will be accepted. This cheque shall be retained by **(PTFEFL)** as security for payment.

Where the Buyer is a bunker broker and the Buyer does not have a US Dollar account, it may direct its principals to make the Telegraphic Transfer direct to **(PTFEFL)**'s account mentioned above and **(PTFEFL)** would retain the amounts due to **(PTFEFL)** and make payment of the balance remittance to the Buyer.

On receipt of payment in US Dollars to the **(PTFEFL)** bank account, **(PTFEFL)** would release the cheque submitted with the Nomination, to the Buyer.

D. The Buyer shall pay for the Bunker Oil at the price agreed in the Confirmation as set forth in **(PTFEFL)**'s invoice(s) (hereinafter the "Invoice"). In addition, the Buyer shall pay the costs of the delivery irrespective of whether the delivery takes place from a terminal facility, barge, lorry, or other method of delivery. The delivery costs shall be set forth in the Confirmation and/or in the invoice. Unless otherwise agreed, the final volume stated in **(PTFEFL)**'s or its representative's delivery documentation is to be considered final in respect of the quantity to be invoiced.

E. In the event the buyer does not settle the full invoice value within the agreed period **(PTFEFL)** shall charge interest at the prevailing European interest rates, plus 27 basis points, per annum.

F. All prices are excluding VAT and/or taxes. **(PTFEFL)** is entitled, at any time to charge additional VAT and/or taxes.

G. If not otherwise specifically agreed between Buyer and **(PTFEFL)** at time of ordering, the confirmed costs including possible additional extra costs are only valid for delivery performed to the Vessel on the agreed and confirmed delivery date(s). Should the date(s) of delivery for any reason change, **(PTFEFL)** is entitled to change the price.

H. Payment shall be made in full, free of bank charges, without discount or deduction, and without set-off for any claim or counterclaim of any nature whatsoever. Should the Buyer nevertheless set-off any amount; **(PTFEFL)**'s will be forced to impose the prevailing interest rate on the balance.

End Terms and Conditions **(PTFEFL) 2014**

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