

**UET Marine, LLC's**  
**General Terms and Conditions for the**  
**Sale of MarineBunkers**  
**2023 Edition**

# **UET Marine, LLC's General Terms and Conditions for the Sale of Marine Bunkers 2023 Edition**

## **1 GENERAL INTRODUCTION**

- 1.1 This is a full and complete statement of the General Terms and Conditions (“GTC”) according to which UET Marine, LLC, a Delaware limited liability corporation (hereinafter referred to as “UET MARINE” or “Seller”) will sell marine bunkers and the Buyer, as defined in Section 2.1, will purchase marine bunkers.
- 1.2 These GTC apply to all offers, quotations, orders, agreements, services and all subsequent contracts of whatever nature, except where otherwise expressly agreed in writing by UET MARINE.
- 1.3 General purchase, sales, or trading conditions of another party will not apply, unless expressly accepted in writing by UET MARINE prior to the sale.
- 1.4 In the case that, for whatever reason, one or more of the (sub)clauses of these GTC are invalid, the other (sub)clauses hereof shall remain valid and be binding upon the parties.

## **2 DEFINITIONS**

- 2.1 Throughout this document the following definitions shall apply:

“Agreement” means the concluded terms for the sale/purchase of the Bunkers including the Order and Confirmation and these GTC;

“BDR” means the Bunker Delivery Receipt being the document(s) which is/are signed by the Buyer’s representative(s) at the place of the supply of the Bunkers to the Vessel, evidencing the quality and quantity of the Bunkers supplied to and received by the Buyer and the Vessel;

“Bunkers” means the commercial grades of bunker oils as generally offered to the Seller’s customers for similar use at the time and place of delivery and/or services connected thereto;

“Buyer” means the Vessel supplied, and jointly and severally her Master, Owners, Managers/Operators, Disponent Owners, Time Charterers, Bareboat Charterers and Charterers or any party requesting offers or

quotations or ordering Bunkers and/or Services and any party on whose behalf the said offers, quotations, orders and subsequent agreements or contracts have been made;

- “GTC” means these General Terms and Conditions which shall govern the contractual regulations between the Seller and the Buyer;
- “Invoice” means the invoice document containing the final amount due and owing from Buyer to Seller, which shall be issued following the delivery of the Bunkers and execution of the Bunker Delivery Receipt (BDR);
- “Letter of Credit” means a standby letter of credit that shall be issued in favor of the Seller, through a bank acceptable to Seller, the substance and form of such letter of credit shall be acceptable to Seller in writing, and such letter of credit shall be drawn against draft on sight with the presentment of the Order Confirmation, Invoice, and BDR;
- “Marine Fuel” means Marine Gas Oil (DMA grade -0.10% max sulphur)and/or Very Low Sulphur Fuel Oil (RMG grade - max 0.50% sulphur) and/or other similar marine fuel grade agreed to in the Order Confirmation”;
- “Nomination” means the written request/requirement by the Buyer to the Seller, for the supply of the Bunkers;
- “Order Confirmation” means the written confirmation as issued by the Seller and forwarded to the Buyer to record the conclusion of the negotiated sale/purchase of the Bunkers. In case of conflict between the Nomination and the Order Confirmation, unless the Seller otherwise agrees in writing, the wording and content of the Order Confirmation is deemed to contain the prevailing terms of the Agreement;
- “Owner” means the registered Owner, Manager and/or Bareboat Charterer of the Vessel;
- “Seller” means UET MARINE; any office, branch office, affiliate or associate of UET MARINE; and the UET MARINE entity whose name is included in the Order Confirmation sent to the Buyer;
- “Supplier” means any party instructed by or on behalf of the Seller to supply or deliver the Bunkers;

“Vessel” means the Buyer’s Vessel, Ship, or Off-Shore Unit that receives the supply/bunkers; either as end-user or as transfer-unit to a third party.

### **3 OFFERS, QUOTATIONS AND PRICES**

- 3.1 An Agreement shall only be concluded and binding on the Seller when the Seller sends the Order Confirmation to the Buyer. Each Order Confirmation incorporates these GTC so that the GTC are considered a part of the Confirmation and Agreement.
- 3.2 Agreements entered into via brokers, or any other authorized representative on behalf of the Seller, shall only bind the Seller upon the Seller's broker or other authorized representative sending the Order Confirmation to the Buyer or the Buyer’s broker as the case may be.
- 3.3 The Seller’s offer is based on the applicable taxes, duties, costs, charges and price level of components for Bunkers existing at the time of the conclusion of the Order Confirmation. Any later or additional tax, assessment, duty or other charge of whatever nature and however named, or any increase of components for Bunkers or any additional costs borne by the Seller whatsoever, caused by any change in the Seller’s contemplated source of supply or otherwise, coming into existence after the Agreement has been concluded, shall be added to the agreed purchase price, provided that the Seller shall give the Buyer prior notice of this effect within a reasonable (under the prevailing circumstances) time after the Seller became aware of the relevant circumstances.
- 3.4 All prices and/or tariffs are exclusive of tax, unless specifically stated otherwise. Any tax or other charge applicable and whenever imposed, shall be promptly paid by the Buyer, and unless otherwise agreed in writing all supplies are quoted and invoiced based on quantity calculated in metric tons in vacuum.

### **4 CREDIT OF VESSEL AND BUYER**

- 4.1 Bunkers delivered under this Agreement are sold and delivered on the financial credit of the Vessel being supplied, as well as on the credit of the Buyer and the promise of the Buyer to pay. All sales, supply, and provision of Bunkers under this Agreement are made to the registered owner of the Vessel, in addition to any other parties that may be listed as Buyer in the Order Confirmation. Any Bunkers ordered by an agent, manager, charterer, broker or any other party are ordered on behalf of the registered owner of the Vessel and the registered owner of the Vessel shall be considered a principal for payment of the Invoice.
- 4.2 Buyer warrants that it has the authority to bind the Vessel to a lien. Buyer warrants that it is an authorized entity to order Bunkers for and on behalf of the Vessel, and that the Seller shall have a lien on the Vessel for any Bunkers supplied under this Agreement. Buyer warrants that the Bunkers supplied hereunder are for the operation of the receiving Vessel and that Vessel only.

- 4.3 If the party requesting Bunkers is not the Owner of the Vessel, Buyer assumes the sole responsibility for communicating the terms and conditions of this Agreement to the Owner of the Vessel prior to the date of delivery. Acceptance of the delivery of the Bunkers by the Vessel shall be ratification of this Agreement by the Vessel and the Owner.
- 4.4 If the party requesting Bunkers is not the Owner of the Vessel, Seller shall have the right (but will not be obligated) to insist as a precondition of sale that a payment guarantee be provided by the Owner or that a Letter of Credit be provided by the Buyer. The Seller shall have the right (but will not be obligated) to cancel any agreement with the Buyer at any time if such payment guarantee or Letter of Credit is not received upon request thereof from the Seller. The Seller's decision to forego obtaining a payment guarantee under this Section 4.4 shall have no effect on Seller's right to a lien on the Vessel for any Bunkers supplied under this Agreement.
- 4.5 Any notice by Buyer of a prohibition of lien clause, no-lien clause, or other similar clause in any charter party or other similar document shall be ineffective and invalid if presented to Seller following the issuance of the Order Confirmation. In the event Buyer provides notice of such a restriction, Seller shall have the right (but will not be obligated) to insist as a precondition of sale that prior to delivery a payment be made in cash or equivalent or that a Letter of Credit be provided by the Buyer. The Seller shall have the right (but will not be obliged) to cancel any agreement with the Buyer at any time if such cash or equivalent or Letter of Credit is not received upon request thereof from the Seller. The Seller's decision to forego obtaining a cash or equivalent or a Letter of Credit under this Section 4.5 shall have no effect on Seller's right to a lien on the Vessel for any Bunkers supplied under this Agreement. Any disclaimer of lien stamp or other similar marking placed on the BDR shall be ineffective and invalid and shall not waive or restrict the Seller's right to a lien on the Vessel.
- 4.6 If at any time before the delivery the financial standing of the Buyer appears to the Seller (in its absolute discretion) to have become impaired or unsatisfactory, the Seller may require cash payment or security to be provided by the Buyer prior to delivery, including such form of payment guarantee as set forth in Section 4.4, failing which the Seller may cancel the delivery without any liability on the part of the latter or its subcontractors.

## **5 SPECIFICATIONS (QUALITY – QUANTITY)**

- 5.1 The Buyer assumes the sole responsibility for the choice of nominating the quantity and quality of Bunkers and to determine (if applicable) potential compatibility with any Bunkers already on board the Vessel. The Buyer also assumes sole responsibility for the selection and fitness of its choice of Bunkers for any particular use or purpose, and the Seller shall assume no responsibility whatsoever for the compliance or fitness of the Bunkers for a specific type of engine or equipment which the Buyer may or may not have agreed upon in any charter party term or otherwise. This includes but is not limited to the quality, sulphur content and any other specific characteristics of the Bunkers whatsoever.

- 5.2 Where specifications designate a maximum value, no minimum value is guaranteed unless expressly stated in the Order Confirmation, and conversely where minimum values are provided in a specification, no maximum values are guaranteed unless expressly stated in the Order Confirmation.
- 5.3 The quality and quantity shall be as agreed between the Seller and the Buyer and shall correspond to the Seller's Order Confirmation. Unless otherwise agreed in writing the Bunkers are delivered and sold based on metric tons in vacuum.
- 5.4 Where standard specifications are being given or referred to, tolerances in accordance with ISO 4259 in respect of Reproducibility/Repeatability in quality shall be accepted without compensation or other consequences whatsoever.
- 5.5 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 adjustment of the corresponding invoice from the Seller.
- 5.6 The Bunkers shall be Seller's commercial grades of Bunkers available at the time and place of delivery. Information regarding the typical characteristics of the Bunkers at any delivery location shall only be indicative of the Bunkers that have been made available at that location and shall not form a part of the specification of the Bunkers to be delivered. All grades of product may contain petroleum industry allowed bio-derived components.
- 5.7 The Buyer hereby warrants that it has not relied upon any representations made by or on behalf of the Seller but has relied exclusively on its own knowledge and judgment as to the fitness for its purpose of the Marine Fuels ordered. The Buyer shall be solely responsible for nominating to the Seller the grade of Marine Fuels for each delivery. All other representations, warranties, guarantees and all conditions relating to quality, compatibility of the Marine Fuels with any other Marine Fuels onboard the Vessel, fitness for purpose, description or otherwise, whether express or implied by common law, statute or otherwise are hereby excluded.

## **6 MEASUREMENTS – NON CLAUSING OF THE BDR(S)**

- 6.1 The quantities of Bunkers shall be determined only from the official results of the Coriolis meters which are on Seller's bunkering tanker. Buyer may receive, upon request after the transfer is complete, a log of the fuel transfer meter readings in an electronic format.
- 6.2 The recorded results from the Seller's bunkering tanker's Coriolis mass flow meters will list the mass, density and temperature readings throughout the product transfer which are agreed to be the sole valid and binding measurements of the quantity or quantities supplied. Quantities calculated from the Buyer's Vessel's soundings or other measurement methods or devices shall not be considered.
- 6.3 In the event of a complaint/comment about the quantity of Bunkers delivered, the

Buyer or the Master of the Vessel, within 4 hours after the completion of delivery, shall provide to the Seller a letter of protest separately, pursuant to the Notice requirements set forth in Section 19, followed by a complaint in writing to the Seller, detailing the exact quantity(ies) claimed short supplied, with full supporting vouchers, within 7 (seven) days of delivery, failing which, any such claim by the Buyer shall be extinguished, and the Buyer shall be deemed to have expressly waived any such claim against the Seller and the claim forever barred.

## **7 SAMPLING**

- 7.1 The Seller shall arrange for four (4) representative samples of each grade of Bunkers to be drawn throughout the entire bunkering operation from Seller's bunkering tanker.
- 7.2 In the event that drip sampling is not available onboard the Seller's bunkering tanker, samples shall be taken as a composite of each tank from which supplies are made, onboard the Vessel, divided with 1/3 from each the top, mid and bottom of the tanks.
- 7.3 The samples shall be securely sealed and provided with labels showing both the Seller's bunkering tanker and Vessels' names, identity of delivery location, product name, delivery date and place and seal number, authenticated with the Vessel's stamp and signed by the Seller's representative and the Master of the Vessel or his representative.
- 7.4 The seal numbers shall be inserted into the BDR, and by signing the BDR both parties agree to the fact that the samples referred to therein are deemed valid and taken in accordance with the requirements as specified in this Section 7. Two (2) samples shall be retained by the Seller for ninety (90) days after delivery of the Bunkers. The other two (2) samples shall be retained by the receiving Vessel, one of which being dedicated as the MARPOL sample.
- 7.5 In the event of a dispute in regard to the quality of the Bunkers delivered, the samples maintained by Seller shall be conclusive and final evidence of the quality of the Bunkers delivered. If Seller so elects, or if requested by Buyer in writing within 14 days of delivery, one, and only one, of the samples retained by the Seller shall be forwarded to an independent laboratory to perform a set of tests, the result of which is to be made available to both parties. Those test results shall be final and binding upon both Buyer and Seller as to the parameters tested. The parties are to use best endeavors to agree the independent laboratory to perform the tests. If, however, no agreement can be reached on the choice of laboratory within 3 days of the decision to have the sample tested, the Seller is at liberty to send the sample to a reputable and independent laboratory of its choice for the tests to be conducted, and those test result will be final and binding upon Buyer and Seller as set out above.
- 7.6 The seal must be breached only in presence of both parties unless one/both have declared in writing that they will not be present, or fails to be present at the appropriate time and place. Both parties shall have the right to appoint independent person(s) or surveyor(s) to witness the seal breaking.

- 7.7 No samples subsequently taken shall be allowed as (additional) evidence. If any of the seals have been removed or tampered with by an unauthorized person, such sample(s) shall be deemed to have no value as evidence.
- 7.8 Any samples drawn by Buyer either during or after bunkering shall not be valid as evidence of the quality of the Bunkers supplied. The fact that such samples may eventually bear the signature of personnel on board the delivery vessel or other conveyance shall have no legal significance as such local personnel have no authority to bind Seller to different contractual terms.
- 7.9 Seller shall have no liability for claims arising in circumstances where Buyer may have commingled the products on board the Vessel with other fuels.

## **8 DELIVERY**

- 8.1 The anticipated time of delivery provided by the Seller has been given as an approximate time, unless it has been otherwise specifically agreed in writing between the parties.
- 8.2 Seller's estimated time of delivery will be refined when all information necessary for the Seller to comply with its obligations hereunder, have been properly delivered to the Seller in reasonable time before the delivery. In the event the Nomination addresses a spread of dates for delivery, the Seller shall have sole discretion to commence the delivery within any time, day/night/ Saturdays, Sundays, Holidays included of these dates, always subject to the circumstances set out below in Section 8.3.
- 8.3 Seller will make all reasonable efforts to bunker the Vessel as promptly as the prevailing circumstances permit, having regard to area congestion affecting the delivery location of Seller's bunkering tanker, and current or unexpected weather conditions.
- 8.4 The Seller shall not be liable for any consequences or any time lost due to the Vessel having to wait for clearing of weather, sea conditions, other vessels in the area, bunkering or for completion of bunkering of an earlier vessel, and unless otherwise agreed in writing, the Seller shall not be obligated to deliver prior to the nominated date or spread of dates. The Seller is not responsible for delays caused by local customs or other authorities.
- 8.5 In any case the Buyer, unless otherwise agreed in writing, must give not less than 72 (seventy-two) hours approximate notice of readiness of the Vessel for delivery, which is to be followed by 48 (forty-eight) hours and 24 (twenty-four) hours such notices, where the last notice must also specify the exact place of delivery. All these notices must be given to the Seller and the Seller's representatives/agents in writing.
- 8.6 The Seller shall be entitled to deliver the Bunkers by separate part deliveries, in which case each part delivery shall be construed as a separate delivery.



- 8.7 The Seller shall not be required to deliver any Bunkers if any customs and/or other government permit required for such purpose has not been obtained in due time before the delivery.
- 8.8 If the Seller at any time for any reason believes that there may be a shortage of supply at any place and that as a result thereof it may be unable to meet the demands of all its customers, the Seller may allocate its available and anticipated quantities of Bunkers among its customers in such a manner as it may determine appropriate in its sole discretion.
- 8.9 Notwithstanding the foregoing, 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 (consequential and/or liquidating damages included) of any nature whatsoever except for Vessel delay caused by failure of the Seller's equipment in which case Seller's liability shall be limited to Twenty-Five Thousand Dollars (U.S.\$25,000). The Buyer shall ensure that the Vessel provides a free, safe and always afloat and accessible side 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.
- 8.10 The Vessel shall moor, unmoor, hoist and lower bunkering hose(s) from the delivery vessel whenever required by the Seller, Seller's representative or Supplier, free of expenses and in any way as may be requested to assist the delivery vessels equipment to a smooth supply. The Buyer shall make and be responsible for all connections and disconnections between the delivery hose(s) and the receiving Vessel's bunker intake manifold/pipe and ensure that the hose(s) are properly secured to the Vessel's manifold prior to commencement of delivery. During bunkering the Vessel's scuppers must be safely blocked, which blocking must be made by the Vessel's own crew.
- 8.11 The Vessel must ensure that all pipes and manifolds and receiving tanks are properly checked and ready to receive the bunkers, including but not limited to ensuring proper opening/closing of relevant valves, without any risk for spillages, etc., during the bunkering. Local further special requirements for receiving bunkers must be followed strictly by the Vessel, whether advised or not by the Seller or the Seller's representative, as it is always the Vessel and the Buyer who remains solely responsible for the knowledge and awareness of such eventual additional requirements for safety.
- 8.12 If the Buyer for whatever reason is unable or refuses to receive the full quantity ordered, the Seller shall have the right to invoice the Buyer for the loss incurred by having to sell the Bunkers in a degraded form or at a lower price. The Seller may exercise this right without prejudice to the Seller's other rights for damages or otherwise pursuant to these conditions.
- 8.13 The Vessel shall provide and have appropriate and segregated tanks to receive the contracted quantity of Bunkers; and the Vessel shall always be able to perform its own blending on board if any blending is deemed to be required by the Buyer.

- 8.14 The Buyer warrants at the time of delivery that the Vessel: (i) can safely receive the Marine Fuels; (ii) has all the certificates required to comply with all relevant regulations relating to the delivery of Marine Fuels at the delivery location; and (iii) is entered with a Protection & Indemnity Club which is a member of the International Group of Protection & Indemnity Clubs and maintains Hull & Machinery insurance for the Vessel's full declared value and maintains pollution coverage for the Vessel commensurate with coverage for similar vessels in the trade.
- 8.15 Any quantity of each grade of Marine Fuels set out in the Order Confirmation shall be subject to an operational tolerance of +/- 5% in the Seller's option (the "Tolerance"). If the quantity of Marine Fuels delivered by the Supplier is greater or less than the quantity set out in the Order Confirmation (but only within the amount of the Tolerance) the Buyer is bound to accept and pay for the actual delivered quantity at the price set out in the Order Confirmation.
- 8.16 For safety reasons it is agreed that it is solely the Master of the supply bunkering vessel that determines whether mooring alongside is safe, taking weather, swell and forecasts into consideration. Neither Seller nor its subcontractors are liable for any loss or damage suffered by the Vessel or for any delays, demurrages, liquidated damages or similar claims whatsoever as a result of any eventual delays caused by any decision by the Master of the supply bunkering vessel in this connection, supplies being always performed weather permitting and daylight restricted.
- 8.17 Without prejudice to any other Sections(s) herein, any and all supply(ies) will be based on commercially reasonable best endeavors only if the receiving Vessel arrives outside the originally agreed time stated in the Order Confirmation.

## **9 RISK AND TITLE**

- 9.1 Risk in the Marine Fuels shall pass to the Buyer once the Marine Fuels have passed the Seller's flange connected to the Vessel's bunker manifold.
- 9.2 The Seller shall retain title to the Marine Fuels until the Seller has received full payment for the Marine Fuels and any other amounts and debts howsoever arising owed by the Buyer to the Seller. Until receipt of such payments the Buyer agrees that it is in possession of the Marine Fuels solely as bailee for the Seller, and shall not be entitled to (i) use the Marine Fuels other than for the propulsion or operational maintenance of the Vessel; or (ii) blend, encumber, pledge, alienate, or surrender the Marine Fuels to any third party or other vessel.
- 9.3 Marine Fuels delivered pursuant to this agreement are sold and delivered on the financial credit of the Vessel, the Vessel Owners as well as on the promise of the Buyer to pay. The Buyer therefore expressly warrants and agrees that:
- (i) the Marine Fuels are delivered with the authorization and on behalf of the Vessel, its registered owner(s), its Master, the charterers and/or agents of the Vessel;

- (ii) there is no provision contained in the applicable Vessel's charter party (or similar contractual arrangement) which purports to limit the Vessel, its Master, the charterers and/or agents or representatives of the Vessel from incurring a maritime lien;
- (iii) in addition to any other parties that may be listed as Buyer in the Confirmation, the Vessel and its registered owner are jointly and severally liable for payment of the Marine Fuels.
- (iv) "No-Lien" stamps or any similar notification which could prejudice the Seller's rights under this agreement on any document including to the BDR, whether used by the Buyer, the Vessel (or its representatives) or any third party shall not vary the terms of the Contract, and shall in no way prejudice any right of lien, attachment and/or claim the Seller has against the Buyer, the Vessel, the Vessel's registered owner or the Marine Fuels.

## **10 PAYMENT**

- 10.1 Payment for the Bunkers and/or the relevant services and/or charges shall be made by the Buyer as directed by the Seller within the period agreed in writing and placed on the Invoice. Notwithstanding any other section of these GTC, unless Seller agrees in writing to extend credit to Buyer, payment is due prior to delivery of the Bunkers. If Seller agrees in writing to extend credit to Buyer, payment shall be considered untimely and past due and Buyer shall be deemed in default of payment, if not received on or before the due date set forth on the Invoice, as set forth in Section 10.2.
- 10.2 Payment shall be deemed to have been made on the date on which the Seller has received the full payment and such is available to the Seller. If payment falls due on a non-business day, the payment shall be made on or before the business day nearest to the due date. If the preceding and the succeeding business days are equally near to the due date, then payment shall be made on or before the preceding business day.
- 10.3 Payment shall be made in full, without any set-off, counterclaim, deduction and/or discount free of bank charges to the bank account indicated by the Seller on the respective invoice(s).
- 10.4 If at any time after delivery but before the due date the financial standing of the Buyer appears to the Seller (in its sole discretion) to have become impaired or unsatisfactory, the Seller may require immediate full payment of all its invoices due and/or those not yet due, or such security as it shall deem to be satisfactory.
- 10.5 In the event that the Buyer shall default in making any payment due, the Seller may suspend deliveries of Bunkers to Buyer until such payment has been made in full (together with default/delay compensation and costs), or the Seller may, in its discretion, elect to treat such default as a serious breach of the Agreement and thereupon terminate the Agreement in whole or in part without prejudice to any claim against the Buyer for damages, including

cancellation charges. Such termination or suspension shall not relieve the Buyer of any obligation undertaken by virtue of an Agreement so terminated.

- 10.6 Where the Seller has extended any kind of credit facility to a group of companies or associated companies, default by any one relevant Buyer in respect to any invoice of the Seller, shall give the right to the Seller to cancel all credit arrangements of the entire group or of all the associates.
- 10.7 Where the Buyer fails to pay timely, as set forth in Sections 10.1 and 10.2, the Seller has the right to (without prejudice to its rights to receive default/delay compensation) take all appropriate steps to secure and enforce its claim; the Seller may also unilaterally cancel any credit arrangements agreed with/extended to the Buyer.
- 10.8 Where the Buyer fails to pay Seller timely, as set forth in Sections 10.1 and 10.2, and a maritime lien right against the Vessel has come into existence in favor of the Buyer, any such maritime lien right shall be assigned and transferred in full to the Seller and shall inure to the benefit of the Seller, without prejudice to the Seller to exercise or invoke any remedies or rights available to it against the Buyer or the Vessel under this Agreement, by statute, or the laws of any jurisdiction, where the Seller, at its sole discretion notifies the Buyer in writing that the terms of this Section 10.8 are invoked.
- 10.9 All costs and expenses, including pre-action costs, fees, expenses and disbursements of the Seller's lawyers/attorneys-at-law, incurred in connection with nonpayment or delayed payment or by any other breach by the Buyer of these conditions, shall be for the Buyer's account, immediately payable by the Buyer to the Seller. In case of litigation, the Buyer shall also pay all the relevant expenses of the Seller, including but without limitation all Seller's reasonable attorneys/lawyers' fees, costs and disbursements.
- 10.10 Any delay in payment of the full sum due, as set forth in Sections 10.1, 10.2, and 10.3, shall entitle the Seller to interest at the rate of 3 (three) per cent per month (compounded monthly for each month [or part thereof] of nonpayment) without prejudice to any other rights or remedies available to the Seller.
- 10.11 Payments made by the Buyer in respect of a supply of Bunkers shall at all times be credited in the following order: (1) costs of any kind or nature, including but not limited to legal costs and attorney's fees, (2) interest and administration fee, and (3) invoices in their order of age, even if not yet due, or in Seller's sole discretion to specify a payment to any such invoice Seller considers relevant.
- 10.12 The Seller shall at all times, in its absolute discretion, be entitled to require the Buyer to provide the Seller what the Seller deems to be proper security for the performance of all of Buyer's obligations under the Agreement. Failing the immediate provision of such security upon Seller's demand, the Seller shall be entitled to stop any further execution of any agreement(s) between the parties until such time as the Buyer has provided the required security.

10.13 The Buyer shall not assign the Agreement or any rights or obligations hereunder without the prior consent in writing of the Seller. The Seller may without the Buyer's consent assign all or a portion of its rights to receive and obtain payment under the Agreement.

## **11 CLAIMS**

11.1 In addition to the obligations referred to in Section 6 herein, any claim in connection with the quantity of the Bunkers delivered must be notified by the Buyer, or the Master of the Vessel, to the Seller immediately after completion of delivery in the form of a letter of protest. If the Buyer or the Vessel's Master fails to present such immediate notice of protest to the Seller or Supplier, such claim shall be deemed to have been waived and shall be absolutely barred for all purposes.

11.2 All claims concerning the quality of the Bunkers delivered shall be submitted to the Seller in writing within fourteen (14) days after delivery with a clear statement as to the nature or the claim(s) along with appropriate supporting documentation, failing which any rights to complain or claim compensation of whatever nature shall be deemed to have been waived and absolutely barred for all purposes. Furthermore, and notwithstanding any other Section of these GTC, Seller shall not be responsible for any claim whatsoever arising in circumstances where there is or has been commingling of Bunkers delivered by Seller with other fuel aboard the Vessel or Buyer's Delivery Vessel. Any such claim shall be submitted in accordance with the Notice requirements set forth in Section 19.

11.3 The Buyer shall be obliged to make payment in full and fulfill all other obligations in accordance with the terms of the Agreement and these conditions, whether or not it has any claims or complaints, and Buyer's failure to do so shall result in any rights to claim compensation being waived and absolutely barred for all purposes.

11.4 If Buyer submits a claim against Seller with respect to the quality or quantity of the products supplied, the Seller or the Seller's nominated representative shall be entitled to board the Vessel and investigate the Vessel's records, log books, engine logs, etc., and to make copies of any such document the Seller or the Seller's nominated representative may consider necessary for its investigations of the claim. The Buyer shall allow this, or where Buyer has chartered the Vessel then the Buyer shall obtain authorization from Owner to allow the herein stated steps and to provide full assistance and support by the Vessel's officers and crew in any such manner the Seller or Seller's nominated representative may require. Failure to allow boarding and/or produce required copies of documents and/or lack of full cooperation by the Vessel's officers and crew shall constitute a waiver of the Buyer's claim.

11.5 The Seller shall be allowed, and the Buyer, Owner, Officers and Crew onboard the receiving Vessel shall agree, to fully support and cooperate with Seller's representative(s), to draw samples from the Vessel's storage tanks, settling tanks and service tank and/or from before and after the Vessel's centrifuges, and to allow extra tests to be carried out of such samples at an independent laboratory.

11.6 In the event of a quality dispute whereby the Sample tested in accordance with Cl. 7 above does not conform to the specifications stated in the Order Confirmation, the Buyer's remedies shall be limited to:

(i) the de-bunkering of the Marine Fuels to be arranged by the Seller at a mutually agreed location; (ii) reimbursement for or replacement of such Marine Fuels by the Seller at its option. In the event the Bunker non-conformity proximately causes damages to the Vessel's engines or equipment, Seller shall only be responsible for 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 Marine Fuels up to a maximum of \$1,000,000. Any components of the Vessel that are physically damaged shall be retained on board the Vessel, or as otherwise agreed with the Seller, for inspection by the Seller's representatives.

11.7 Should the Buyer remove the Marine Fuels without the prior consent of the Seller, all costs arising as a result of such removal shall be on the Buyer's account and all claims for damage will be considered waived by the Buyer.

## **12 LIABILITY – LIMIT TO SELLER'S LIABILITY**

12.1 Seller shall not be liable for any exemplary, consequential, indirect, or incidental damages of whatsoever kind or nature including, without limitation, deviation costs, demurrage, loss of time, loss of cargo or charter canceling date, loss of hire, loss of income, and/or earnings and/or profits or for any damage to any Vessel or Buyer delivery vessel or to their engines or tanks. In any event and notwithstanding anything to the contrary stated herein, liability of the Seller shall under no circumstances exceed the invoice value of the Bunkers supplied under the relevant agreement to the relevant Vessel or Two Million Dollars (U.S.\$2,000,000), whichever is less.

12.2 No servant, supplier or agent of the Seller (including independent (sub)contractors from time to time employed by the Seller) shall be liable to the Buyer or Buyer's employees for any injury or death, or other loss, damage or delay, while acting in the course of or in connection with its employment and/or agency for the Seller. Without prejudice to the above every exemption, limitation, condition and liberty herein contained, and every right, exemption from or limit to liability, defense or immunity of whatever nature applicable to the Seller or to which Seller is entitled hereunder shall also be available and shall extend to protect every such servant, representative or agent of the Seller acting as aforesaid.

## **13 INDEMNITY**

13.1 The Buyer shall defend, indemnify, and hold harmless the Seller and the Seller's sub-contractors and agents from and against any and all claims, demands, damages, actions, causes of action, suits and all other liabilities for loss of, or damage to, property (including property of the Seller, the Buyer, and third parties) or for death of or injury to any person (including employees or agent of the Seller, the Buyer, or a third party) and against all associated costs (including reasonable attorney's fees and court costs), losses and expenses

arising out of or in connection with the Agreement, arising out of or caused by the fault or negligence, in whole or in part, strict liability, or breach of warranty of Buyer or Buyer's sub-contractors.

## **14 EXEMPTIONS AND FORCE MAJEURE**

- 14.1 The Seller shall not be liable for any loss, claim, damage, delay or demurrage due to any delay or other failure in its performance under this Agreement caused in whole or in part (a) by reason of compliance with any order or request of any government authority, or person purporting to act therefor, or (b) when supply of the Bunkers or any facility of production, manufacture, storage, transportation, distribution or delivery contemplated by the Seller is interrupted, delayed by congestion or other event (also see Section 8.3 above), or by unavailability of product and/or barge equipment or by inadequate resource for any cause whatsoever which interruption, delay, unavailability or inadequate resources is not within the immediate control of the Seller, including (without limitation) if such is caused wholly or partly by labor disputes, strikes, stoppages, lock-out, governmental intervention, wars, civil commotion, riot, quarantine, fire, flood, earthquake, accident, storm, swell, ice, adverse weather or any act of God. The Seller shall not be required to remove any such cause or replace any affected source or supply or facility if doing so shall involve additional expense or a deviation from the Seller's normal practices. The Seller shall not be required to make any deliveries which fail in whole or in part as a result of the causes set out in this Section at any later time.
- 14.2 If the Buyer exercises reasonable diligence, the Buyer shall not be liable for failure to receive any particular delivery if prevented therefrom by Force Majeure. When, however, the Buyer fails to exercise due diligence or the cause of the Buyer's failure is not a Force Majeure event, then the Buyer shall indemnify the Seller for any damage caused by the Buyer, the Buyer's agents or employees in connection with deliveries hereunder.
- 14.3 Declaration of Force Majeure shall be given without undue delay once such event(s) have come to the knowledge of the respective party declaring same. However, under no circumstances and for no reason whatsoever, can Force Majeure entitle the Buyer not to pay promptly any invoice of the Seller.

## **15 BREACH/CANCELLATION**

- 15.1 Without prejudice to any other remedies and rights, the Seller shall have the option immediately to cancel the Agreement in full or in part, or to store or procure the storage of the Bunkers, in whole or in part, for the account and risk of the Buyer and to charge the Buyer the expenses thereby incurred, or to hold the Buyer fully to the agreement, or take any other measures which the Seller deems appropriate, without prejudice to its rights of indemnification, without any liability to the Seller, in any one of (but not limited to) the following cases:
- 15.1.1 when the Buyer, for whatever reason, fails to accept the Bunkers in part or in full at the place and time designated for delivery;

- 15.1.2 when the Buyer fails in part or in full to comply with its obligations to pay any amount due to the Seller and/or provide security as set out in these GTC;
  - 15.1.3 when, before the date of delivery, it is apparent in the opinion of the Seller solely that the financial position of the Buyer alters the risk of the Buyer's non-performance; or
  - 15.1.4 when, in case of Force Majeure, the Seller is of the opinion in its sole judgement that the execution of the agreement should be cancelled.
- 15.2 The Seller may terminate any Agreement with the Buyer in whole or in part, in its full discretion, upon the breach of any provisions hereof by the Buyer or in the event that the Buyer fails to make or suspends payment, ceases to carry on business, makes an arrangement with its creditors or undergoes any form of bankruptcy, administration, re-organization or asset rearrangement.
- 15.3 The Seller has the option to immediately cancel the Agreement for the account and risk of the Buyer if at any time the Seller, in its sole discretion, has reasonable grounds to believe that:
- a) The Vessel; or
  - b) The Charterer of the Vessel; or
  - c) The fully or partly Owner(s) of the Vessel; or
  - d) Any officers of the Vessel; or
  - e) The Operator and/or Manager of the Vessel; or
  - f) Any other person or entity in any way related to the Agreement or delivery is/are
    - 1) Iranian nationals; or
    - 2) Related in any way to Iran or Iranian nationals; or
    - 3) Listed on the US OFAC Specially Designated Nationals List; or
    - 4) Subject to any US, UN- and/or EU sanctions; or
    - 5) Subject to any sanctions of any other jurisdiction and/or administration

Under no circumstances can the Seller be held liable for any loss, delays, claims or damages of whatever kind suffered by the Buyer due to a cancellation under this Section. The Buyer must inform the Seller immediately after the Buyer becomes aware of or has reasons to believe that any of the above items a) to f) in combination with any of the above items 1) to 5) are fulfilled/apply. Should the Buyer breach its obligation to inform the Seller, the Buyer shall fully indemnify and keep the Seller harmless for any damage or loss caused by such breach, including consequential or liquidated damages.

- 15.4 The Buyer warrants and represents that the Vessel is employed at all times in full compliance with all trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements issued or enacted by the United States of America, the United Nations, the European Union and/or Singapore ("Trade Sanctions").



15.5 The Buyer acknowledges that any agreements with the Seller and any actions related to such agreements as well as any interaction with third parties related to such agreements are covered by certain anti-corruption laws and regulations which can include any anti-corruption law, including but not limited to the U.S. Foreign Corrupt Practices Act (“FCPA”). Therefore, the Buyer warrants that it will comply with all applicable anti-corruption laws and regulations and agrees that the Buyer has not, and will not, offer, promise, pay, or authorize the payment of any money or anything of value, or take any action in furtherance of such a payment, whether by direct or indirect means, to any public official or private individual to influence the decision of such person in the performance of his duties to a government or to his company. Any breach of this clause will void the related Agreement and in the sole discretion of the Seller any other agreement between the parties, making any obligation of the Seller under this Agreement void. The Buyer is liable for all and any costs or losses incurred by the Seller due to such breach and/ or an Agreement becoming void as a consequence.

## **16 SPILLAGE, ENVIRONMENTAL PROTECTION**

16.1 The Buyer represents and warrants that the Vessel is properly insured, equipped, maintained and operated so as to avoid the escape, spillage or discharge of oil (“a spill”) at the time of the Bunkers delivered hereunder. If a spill occurs while the Bunkers are being delivered, the Buyer shall promptly take such action as is necessary to remove the spilled Bunkers and mitigate the effects of such spill. Without prejudice to the generality of the foregoing the Seller is hereby authorized by the Buyer in the absolute discretion of the Seller, but at the sole expense of the Buyer, to take such measures and incur such expenses (whether by employing its own resources or by contraction with others) as are necessary in the judgment of the Seller to remove the spilled Bunkers and mitigate the effects of such spill. The Buyer shall cooperate and render such assistance as is required by the Seller in the course of the action. All expenses, claims, costs, losses, damages, liability and penalties arising from spills shall be borne by the party that caused the spill by a negligent act or omission. If both parties have acted negligently, all expenses, claims, losses, damages, liability and penalties, shall be divided between the parties in accordance with the respective degree of negligence. The burden of proof to show the Seller’s negligence shall be on the Buyer. The Buyer shall give the Seller all documents and other information concerning any spill or any program for the prevention thereof that is required by the Seller, or is required by law or regulation applicable at the time and place of delivery.

## **17 DELAYS AND CANCELLATIONS**

17.1 Notwithstanding anything else to the contrary herein, and without prejudice to any rights or remedies otherwise available to the Seller, the Buyer, by its acceptance of these conditions, expressly agrees that Seller has the sole discretion to cancel or to adjust prices in the event the Vessel is suffering a delay exceeding 48 hours from the (last) nomination date.

17.2 If the Buyer for whatever reason (including circumstances entirely outside Buyer's control) cancels the Agreement, where an Order Confirmation has been sent by Seller, the Buyer shall be liable for any and all losses suffered and liabilities incurred by the Seller and/or the Supplier as a result of such cancellation, including, but not limited to, supplier vessel costs, re-storing of the Bunkers, and hedging costs, and also in Seller's sole option any difference between the contract price of the undelivered product and the amount received by the Seller upon resale to another party or, if another buyer cannot be found, any market diminution in the value of the product as reasonably determined from available market indexes.

## **18 APPLICABLE LAW AND FORUM**

18.1 This Agreement and any arbitration, suit, claim, dispute, or action arising out of or in connection with this Agreement shall be governed and construed in accordance with the General Maritime Law of the United States of America, and to the extent that such is inapplicable or may be supplemented, then the laws of the State of New York, without reference to any conflict of laws rules. The 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

18.2 The General Maritime Law of the United States and the Commercial Instruments and Maritime Liens Act (46 U.S.C. § 31343, et seq.) shall always apply with respect to the existence of a maritime lien, regardless of the country in which Seller takes legal action or the delivery is made. 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.

18.3 Without prejudice to any other Section herein, the Buyer and Seller agree that any suit, claim, dispute, controversy or action arising out of or in connection with this Agreement, shall be arbitrated in New York City, New York State, before three persons, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final and, for the purpose of enforcing any award, this Agreement may be made a rule of the court. Should a party fail to appoint an arbitrator within ten days of notice of demand for arbitration, the demanding party may appoint the second arbitrator with the same force and effect as if appointed by the second party. Should the two arbitrators be unable to agree on the appointment of a third arbitrator within ten (10) days after appointment of the second arbitrator, the President of the Society of Maritime Arbitrators, Inc. shall make the appointment upon the request of either party without further notice. The proceedings shall be conducted in accordance with the Rules of the Society of Maritime Arbitrators, Inc., including paragraph 2 "Consolidation". The arbitrators shall award reasonable attorneys' fees and costs to the prevailing party.

18.4 The parties irrevocably consent to the jurisdiction of the United States District Court for the Southern District of New York for purposes of compelling arbitration or confirming an arbitration award and the prevailing party in any such legal action shall be awarded reasonable attorneys' fees and costs. With regard to petitions to compel arbitration or to confirm an arbitration award, the parties consent to service of process by e-mail, certified

mail, certified international mail, Federal Express, or DHL courier service, and irrevocably waive their right to personal service of these documents.

- 18.5 This Agreement shall constitute good cause that in the event Seller asserts its rights of lien or attachment or other rights, Seller shall not be required to post counter-security under Rule E of the Supplemental Rules for Admiralty and Maritime Claims or similar laws or rules of any jurisdiction.
- 18.6 Should Buyer institute any action based on multiple defendants/claimants or multiple claims made against it arising out of the supply of Bunkers under this Agreement, Buyer waives any right to recover attorney's fees or costs, whether based on statute, rule, or contract, against Seller.
- 18.7 If any provision under the Agreement is or becomes illegal, invalid or unenforceable, in any respect, under the law of any relevant jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of the Contract shall be in any way affected or impaired thereby. The parties undertake to replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision which comes as close as possible to the invalid provision as regard to its economic intent.

## **19 NOTICE**

- 19.1 All notices, statements, or other communications to be given by the Buyer to the Seller shall be sufficient if given in writing by e-mail or certified mail as follows:

To the Buyer: at the email address and mailing address of the Buyer provided to the Seller prior to issuance of the Order Confirmation, or if the Agreement is concluded by or through an agent of the Buyer, to such agent at a designated e-mail or mailing address.

To the Seller:

UET Marine LLC  
4424 W. Sam Houston Pkwy North, #490  
Houston, TX 77041, and  
Sales@UETMarine.com, and Contracts@UETMarine.com

## **20 VALIDITY**

- 20.1 These terms and conditions shall be valid and binding for all offers, quotations, prices and deliveries made by the UET Marine LLC, any associated company, representative or agent as of July 1st 2023 or at any later date. This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written agreement, representations, or warranties.
- 20.2 These General Terms and Conditions are available at the website [www.UETMarine.com](http://www.UETMarine.com) at which site the Seller may notify Buyer of amendments, alterations, changes or

verifications to same. Such amendments, alterations, changes or verifications are deemed to be part of the terms of this Agreement once they have been posted on the website.