



CAPRICORN MARINE SERVICE LTD

Estonia pst 5, 10143, Tallinn, Estonia. VAT Nr. EE101356242

STANDARD TERMS AND CONDITIONS

2022

1. PREAMBLE

1.1 These Terms and Conditions (the “Terms and Conditions”) are the standard terms and conditions which apply to all sales of marine bunker fuel and any other products by Capricorn Marine Service Ltd., Reg. No.: 11878438, at Estonia pst 5 10143 Tallinn Estonia (referred to as the “Company”), to a buyer of said products (a Customer, as defined below).

2. DEFINITIONS

As used in these Terms and Conditions:

2.1 Agreement has the meaning specified in clause 3.1.

2.2 Bunker Receipt has the meaning specified in clause 6.1.

2.3 Company has the meaning specified in clause 1, unless the context requires otherwise.

2.4 Confirmation has the meaning specified in clause 3.1.

2.5 Customer under each Agreement means the entity(ies) named in the Confirmation, together with the Vessel, her master, owners, operators, charterers, any party benefitting from consuming the Product, and any other party ordering the Product, all of whom shall be jointly and severally liable as Customer under each Agreement.

2.6 Due Dates means the due date(s) set out in the invoice. Unless set out otherwise in the Confirmation, the Due Date is set at 28 days after delivery of the Product.

2.7 Further Costs means any and all costs and expenses arising from taxes, freight, insurance, pilotage, port dues, customs, duties, local authorities and/ or similar costs and expensed incurred, irrespective of whether the delivery takes place from a bunkering barge, terminal facility / tank, lorry, vessel or other method of delivery.

2.8 Invoice Amount means the Product Price, the Further Costs and any VAT and/or taxes together.

2.9 Physical Supplier means the person or entity who physically supplies the Product to the

Vessel, and includes in addition to the Physical Supplier itself its staff, agents, subcontractors and any and all other persons acting under the Physical Supplier's instructions to supply the Product to the Vessel. For the avoidance of doubt, the Physical Supplier may be the Company or any other person.

2.10 Place of Supply means the port or location where the Product is to be supplied to the Vessel, as specified in the Confirmation.

2.11 Product means the marine bunker fuel, and any other product, equipment or materials specified in the Confirmation, that are sold by the Company.

2.12 Product Price means the price agreed in the Confirmation.

2.13 Vessel means the vessel specified in the Confirmation to receive the Product and/ or the vessel onboard which the Product is consumed, which shall include any on-shore tank, rig, helicopter, aircraft or any other unit or installation supplied by the Company.

3. BUNKER TRANSACTIONS

3.1. Each sale of the Product between the Company and the Customer will be negotiated between the parties and set out in a confirmation listing the particular terms of each sale (the "Confirmation"). The Confirmation shall incorporate the Terms and Conditions by reference so that the Confirmation and the Terms and Conditions together constitute the complete agreement covering each sale transaction. The Terms and Conditions and a Confirmation are together referred to as an "Agreement".

3.2. In the event of any inconsistency between the provisions of the Terms and Conditions and the provisions of a Confirmation, the Confirmation shall prevail.

3.3. The Agreement shall supersede any conflicting terms of other contracts which the Customer may seek to enforce against the Company. In particular, any terms not directly aimed at bunker sales transactions may not be enforced against the Company to the effect they contravene any Agreements.

3.4. If a purchase of the Product is contracted for by a broker, an agent or a manager for a principal, each such broker, agent or manager shall be bound by and be fully liable for the obligations of the Customer. Furthermore, in addition to the persons mentioned in the previous sentence, delivery shall always take place for the account of the registered owners and the owners stated in Lloyd's Register of Shipping and for the account of the current charterers all of whom shall be jointly and severally liable for the payment of the delivery as Customers. The Customer warrants that it is authorized to order the Product for delivery to the Vessel, and that the Company has a lien in the Vessel for its claim.

3.5. Any notice or any stamp in the Bunker Receipt or similar cannot waive the Company's maritime lien in the Vessel.

3.6 If the Customer is a State or Government owned or controlled entity, whether in whole or in part, the Customer expressly and irrevocably waives in any action against such Customer or

its assets (including the Vessel), any defence of sovereign immunity or similar claim of immunity from suit, attachment, or proceeding of whatever nature.

3.7. The documents shall be prepared in electronic form and no original is required for the proof of the transaction.

4. QUALITY. DISCLAIMER

4.1. The quality and specification of the Product shall be as set out in the Confirmation.

4.2. The Customer shall bear the sole responsibility and risk for the choice of Product, and the Company shall not be obliged to check whether said choice is suitable for the Vessel in question. Any implied warranties, including the warranties of merchantability and fitness for a particular purpose that the Company may be deemed to have made, are expressly excluded and disclaimed. Where standard specifications are being referred to, a tolerance of 5 % in quality are to be accepted without compensation or other consequences whatsoever.

4.3. The Customer shall be responsible for keeping the delivered Product segregated from any bunker fuel(s) onboard the Vessel or from a different delivery to the Vessel. In no event shall the Company be responsible for the quality and compatibility of the Product delivered if the Company's product is mixed or co-mingled with any other product(s) onboard the receiving Vessel. The Customer is solely responsible if the Product is mixed or co-mingled.

4.4. If the Product deviates from specifications, the Customer shall use all reasonable endeavours to mitigate the consequences hereof and shall consume the Product if possible even if this requires employment of purification tools or other similar measures. The Company shall cover reasonable costs related thereto provided that the Company is given opportunity to assist and suggest methods of handling the Product.

5. DELIVERY

5.1. The Customer must give not less than 72 hours notice (Sundays, holidays and non-working days excluded in the counting of the 72 hours notice period) to the Company and/or the Company's nominated representatives at the Place of Supply of the Vessel's readiness to receive the Product at the Place of Supply.

5.2. The Customer is responsible for ensuring that the Vessel is ready to receive the Product at the time set out in the notice referred to in clause 5.1.

5.3. In the event that the Vessel's arrival is delayed, or is likely to be delayed, the Customer must promptly advise the Company thereof. The Company will use reasonable endeavours to supply the Product to the delayed Vessel, but reserves the right to invoice the Customer for any and all additional costs arising from the Vessel's delayed arrival.

5.4. Delivery shall be effected in one or more consignments at the Place of Supply by such means as the Company deems appropriate in the relevant circumstances.

5.5. Without prejudice to clause 5.6., and subject to the availability of the Product and the availability of delivery facilities at the Place of Supply, the Company will use its best endeavours

to ensure that the Product is delivered promptly upon the Vessel's readiness to receive the Product at the Place of Supply as per the notice received pursuant to clause 5.1 above.

5.6. If the Company at any time and for any reason believes that there may be a shortage of the Product at the Place of Supply, the Company may allocate its available and anticipated supply of the Product among its customers in such manner as the Company may in its absolute discretion determine. For the avoidance of doubt, the Company shall not have any responsibility whatsoever towards a Customer not being supplied, or a Customer receiving a limited supply, following the exercise of the Company's discretion pursuant to this clause.

5.7. The Customer shall be responsible for connecting and disconnecting the pipelines or delivery hoses and the Vessel's intake line and shall ensure that the Product is received by the Vessel at the time of delivery. Furthermore, the Customer shall render all necessary assistance to moor and/ or unmoor the delivering bunkering barge, terminal facility/ tank, lorry or vessel. The Customer shall provide sufficient tanks and equipment to receive promptly each and every consignment of the Product. In the event that the Product is delivered from bunkering barge(s) or vessel(s), the Customer shall at its own expense provide an immediately accessible and safe berth and/ or location for the bunkering barge(s) or vessel(s) alongside the Vessel's receiving lines. The Customer shall provide all necessary facilities and assistance required to effect delivery of the Product from the bunkering barge(s) or vessel(s).

5.8. The Customer shall ensure that the Product is delivered at a safe rate and pressure and that all equipment utilized thereof is in a safe and satisfactory condition. The Company shall not be required to deliver the Product into any of the Vessel's tanks or other places that are not normally used for storage of marine fuels or other relevant products.

5.9. The Customer is obliged to obtain all permits whatsoever required to comply with all relevant regulations pertaining to delivery of the Product to the Vessel at the Place of Supply, and shall ensure that the Vessel is fully certified and in compliance with local regulations pertaining to the delivery of the Product to the Vessel at the Place of Supply. The Company shall not be required to deliver any Product for which a required permit or certificate has not been obtained.

5.10. The Customer shall be responsible for any and all demurrage, detention and/ or additional expenses incurred by the Company if the Customer or the Vessel fails to receive the Product at the time of delivery or if the Customer or the Vessel fails to receive the Product at normal pumping rate at the time of delivery. In addition, if the Vessel fails to take delivery of the Product or any part thereof, the Customer shall compensate the Company for any loss or damage which the Company may suffer as a result of such failure, and the Customer shall bear the risk and cost of the return transport, storage or selling of the Product.

5.11. In case of delay or failure to deliver the Product the Company shall not be liable to the Customer or any other entity for any claim, loss or damage unless such delay or failure to deliver is caused by the Company's negligence.

6. MEASUREMENT AND SAMPLING

6.1. At the time of delivery of the Product the Customer shall sign a receipt for delivery of the Product (the "Bunker Receipt") in duplicate, one copy to be given to each party.

6.2. The Customer or its representative shall supervise the delivery of the Product at all times and all documentations must be checked by the Customer to ensure complete and accurate delivery.

6.3. At the time of delivery the quantity of the Product delivered shall be determined by the Company or the Physical Supplier in accordance with a generally recognized method of measurement appropriate in the relevant circumstances. The measurement shall be performed in the presence of the Company or its representatives and the Customer or its representatives, but the absence of the Customer or its representatives during all or any part of the measurement process shall not prejudice the validity of the measurement. If not otherwise agreed, the final supplied volume is to be determined by the Company or its representative's measurements.

6.4. At the time of delivery samples of the Product shall be drawn from a point and in a manner chosen by the Company or the Physical Supplier in accordance with a generally recognised method of measurement appropriate in the relevant circumstances. The sampling shall be performed in the presence of the Company or its representatives and the Customer or its representatives, but the absence of the Customer or its representatives during all or any part of the sampling process shall not prejudice the validity of the samples.

6.5. On completion of sampling, all samples shall be sealed, labelled and signed by the Customer or its representative and the Company or its representative, whom will receive a minimum of one sample each. Seal numbers must be indicated on the Bunker Receipt.

6.6. In the event of a dispute concerning the quality of the Product, the result of the analysis of the sample in the possession of the Company or its representative performed by an independent laboratory mutually appointed by the Customer and the Company shall be the conclusive to determine the quality of the Product supplied. Should the parties be unable to mutually agree on an independent analysis laboratory or if the Customer fails to reply to the Company's notice hereof within 7 – seven - days from receipt of such notice, the Company shall at its sole discretion decide which laboratory to perform the analysis, which analysis shall be final and binding for all parties involved.

6.7. The costs and fees of the analysis shall be covered by the Company if the Product proves to be defective and by the Customer if the Product proves not to be defective.

7. COMPLETION OF DELIVERY. RISK AND TITLE

7.1. Delivery of the Product shall be deemed completed at the time when the Product passes the flange connecting the bunkering barge, terminal facility/ tank, lorry or vessel's delivery facilities with the receiving facilities provided by the Vessel.

7.2. The Company's responsibility for the Product shall cease and the Customer shall assume all risks and liabilities, including loss, damage, deterioration, depreciation, contamination,

evaporation, shrinkage and/ or any other condition or incident related to the Product, of the Product from the time the Product passes the flange connecting the bunkering barge, terminal facility/ tank, lorry, or vessel's delivery facilities with the receiving facilities provided by the Vessel. The Customer is responsible for ensuring and warrants that the Product is received in a safe way and without any liability whatsoever for the Company. The Customer agrees to indemnify and hold the Company harmless from any and against all claims, costs and expenses whatsoever in respect of any loss, damage or delay caused by a breach of the Customer's obligations pursuant to the previous sentence.

7.3. Notwithstanding clause 7.1 above, ownership and title to the Product shall only pass to the Customer upon the Company's receipt of the Invoice Amount of the Product delivered. Until such payment has been received by the Company, the Company retains full title of the Product and has a lien over the Vessel and the Product for the full value of the Product delivered, for any costs incurring in connection with debt collection and any further associated costs.

8. PRICE AND PAYMENT

8.1. The Customer shall pay for the Product pursuant to the Product Price. In addition, the Customer shall pay for any and all Further Costs. For the avoidance of doubt, the Company is only responsible for the costs indicated in the Confirmation.

8.2. The Company is entitled, at any time, to charge any VAT and/ or taxes applicable by law and/ or regulation at the time and place of delivery.

8.3. The Company shall give the Customer notice of the Product Price as soon as reasonably practicable after the Product has been delivered. The Company shall be under no obligation to provide any accompanying documents (such as a Bunker Receipt or any other documents) with the notice of the Product Price. The Company shall also advise the Customer of the Further Costs, VAT and taxes as soon as reasonably practicable.

8.4. The Company reserves the right to invoice the Customer without providing any accompanying documents (such as a Bunker Receipt or any other documents). Unless otherwise agreed, the final volume stated in the Company's delivery documentation or its representative's delivery documentation shall be considered final in respect of the quantity to be invoiced. The Company's advice of the Further Costs shall be the conclusive evidence of the amount of the Further Costs.

8.5. Payment of the Invoice Amount shall be made in the currency and to the bank and the account specified in the invoice(s). All bank charges and similar costs shall be for the account of the Customer. Advice of remittance including identifying references shall be given to the Company upon Company's request.

8.6. The Invoice Amount shall be paid in full free of bank charges, without any discounts or deductions, and without set-off for any claim or counterclaim of any nature whatsoever, so to ensure that the Company receives the full value of the Invoice Amount in cleared funds.

8.7. The Invoice Amount shall have been received by the Company on or before the Due Date(s).

8.8. Without prejudice to any other rights of the Company, in the event that the Invoice Amount is not received in full by the Company within the Due Date(s), the Company is entitled to:

- subject to consent of shipowner, charge an interest of 2 % per month compounded at monthly rests on the outstanding amount. Interest will be calculated on a daily basis from the Due Date(s) until receipt by the Company of the outstanding amount in full. Furthermore, the Company is entitled to invoice the Customer any legal fees and/ or financial expenses, including any currency loss, accrued as a consequence of any late payment and/or
- suspend further deliveries to the Customer under this Agreement or any other agreement.

8.9. Payments received by the Company from or on behalf of the Customer will be applied in the following order in diminution or extinction of:

- a) Interest and other charges accrued under other agreements between the parties;
- b) Any principal sum(s) due and outstanding under agreements between the parties, commencing with the oldest sum and proceeding thereafter chronologically to the most recent sum;
- c) Any principal sum(s) which the Company knows or reasonably expects will fall due at a future date.

9. BREACH OF AGREEMENT

9.1 In the event of:

- a) an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the Customer or any subsidiary or parent company of the Customer;
- b) if the Customer or any subsidiary or parent company of the Customer suspend payments or cease to carry on business;
- c) arrest of assets of the Customer;
- d) the Customer fails to pay any Invoice Amount within the Due Date(s);
- e) the Customer fails to comply with any other obligations pursuant to the Agreement, including but not limited to the Customer's failure, for any reason whatsoever, to take delivery of a Product in full or in part;
- f) the reputation, standing, creditworthiness, liquidity or solvency of the Customer, or any subsidiary, parent company, associate or affiliate thereof, shall give the Company reasonable cause of concern for the Customer's ability to perform their obligations under this Agreement; or
- g) in case of any other situation, which in the sole discretion of the Company is deemed to adversely affect the financial situation of the Customer;

The Company shall, without prejudice to any other rights the Company may have, have the option to either:

- i) terminate the Agreement forthwith; ii) store the Product in full or in part for the Customer's account and risk; iii) demand that the Customer complies with its obligations pursuant to the Agreement;
- iv) give notice to the Customer that the credit facilities from the Company to the Customer are withdrawn or suspended (in the Company's discretion). All sums outstanding from the Customer to the Company shall fall due immediately upon the Customer's receipt of notice of same; or iv) make use of any other remedy available under the law.

9.2 For the avoidance of doubt, termination by the Company pursuant to clause 9.1 shall not relieve the Customer of any obligations, including but not limited to payment obligations, under this Agreement and following termination pursuant to the previous paragraph all sums outstanding from the Customer to the Company under this Agreement shall immediately become due and payable.

9.3 In the event of the occurrence of any of the events listed in clause 9.1, or in the event of any other breach of the Agreement, the Company is entitled to claim compensation for all loss, expenses and damage thereby suffered and pursue such claim against both the Customer and the Vessel. The Customer agrees to pay any and all costs and expenses, legal fees and court costs incurred by the Company (i) in connection with the occurrence of any of the events listed in clause 9.1, or in the event of any other breach of this Agreement; (ii) to collect and obtain payment of any amount due to the Company, including but not limited to legal fees and court cost associated with enforcing a maritime lien, attachment, right of arrest, or other available remedy in law, equity or otherwise; and (iii) to recover any damages or losses suffered by the Company as a result of any breach by the Customer of any provision of the Agreement. The amounts referred to in this clause 9.3 shall become due and payable upon notice thereof from the Company.

10. ARREST OF VESSEL

10.1 The Product supplied to the Vessel is sold and delivered on the credit of the Vessel, as well as on the promise of the Customer to pay therefore, and the Customer agrees and warrants that the Company shall have and may assert a maritime lien against the Vessel and the Product, and may take such other action or procedure against the Product, the Vessel and any other vessel or asset beneficially owned or controlled by the Customer, for the amount due, and for the avoidance of doubt including any Further Costs, for the Product and the delivery thereof. The Company is entitled to rely on any provisions of law of the flag state of the Vessel, the Place of Supply or where the Vessel or the Product is found and shall, among other things, enjoy full benefit of local rules granting the Company maritime lien in the Vessel and/or providing for the right to arrest the Vessel or the Product.

Nothing in the Agreement shall be construed to limit the rights or legal remedies that the Company may enjoy against the Vessel or the Product or the Customer in any jurisdiction.

11. CLAIMS AND DISPUTES

11.1. Any claim regarding the quantity of the Product shall be notified verbally as well as in writing by the Customer or the master of the Vessel to the Company and the Physical Supplier immediately during delivery of the Product, and prior to the signing of the delivery receipt. In the event immediate verbal as well as written notice is not made, such claim shall be deemed to be waived and barred. A notification inserted in the Bunker Receipt or in a separate protest handed to the Physical Supplier shall not qualify as notice under this clause 11.1. For the avoidance of doubt, the Company will not accept a quantity claim based on figures obtained by measuring the Product in the Vessel's tanks.

11.2. Any claim regarding the quality of the Product delivered shall be presented verbally to the Company and the Physical Supplier as soon as the alleged problem has occurred or the Customer is notified of any alleged problem, as well as in writing within 14 – fourteen – days from the date of delivery to the Vessel. Should the Customer fail to make timely notification of any claim regarding the quality of the Product the claim shall be deemed waived and barred.

11.3. Any claim other than quantity and quality claims shall be presented verbally to the Company and the Physical Supplier as soon as known or anticipated, as well as in writing within 14 –fourteen – days from the date of delivery to the Vessel. Should the Customer fail to make timely notification of any claim other than quantity and quality claims the claim shall be deemed waived and barred.

11.4. It is the Customer's liability to ensure that notices are received timely by the Company. The Company has very strict time limits on receiving notices of claims from its customers. Customers should ensure their own strict internal checking and reporting procedures. The Company will not relax the time limits under any circumstances. The Customer must always give notice to the Company regardless of whether a claim or dispute has arisen or is anticipated relating to the delivery of the Product.

11.5. Any notice for a claim under the Agreement shall be supported by sufficient information from the Customer in order for the Company to be able to identify the agreement under which the claim is made, the nature of the claim and the loss or damage alleged. Notices with insufficient information are not valid. Furthermore, the Customer shall:

- a) Provide a full and complete response to any and all questions, enquires and requests concerning a claim made to it by the Company;
- b) Cooperate with the Company and make all necessary arrangements for the Company or its representatives to investigate such claim, including but not limited to the boarding and inspection of the Vessel, the interviewing of crew, and the review and copying of Vessel documents. Failure to provide boarding and inspection and copying shall constitute a waiver and bar of any such claim.
- c) Take all reasonable steps and actions to mitigate any damages, losses, costs and expenses related to any claim of alleged off-specification or defective Product.

11.6. Any claims shall, in addition to the information referred to in clause 11.5 above, be substantiated with the Bunker Receipt and all other documentation issued

at the time of delivery of the Product, said documentation to be received by the Company within the time limits set out in clause 11.1, 11.2 or 11.3 above.

11.7. For quality claims, the Customer shall, in addition to the information referred to in clause 11.5 and 11.6 above, provide the Company with the following information within 14 – fourteen – days from the date of delivery to the Vessel:

- a) Full details of the Vessel's position at the time of notice of the quality; claim, and advise the Vessel's destination and estimated time of arrival at such destination;
- b) Full details of all quantities and locations of all bunkers on board the Vessel;
- c) Full details of the rate and quantity of the bunkers consumed;
- d) Advise the quantity, quality, date, place of delivery and upon request provide sealed and labelled samples of the three preceding deliveries of bunkers to the Vessel. Furthermore, the Customer shall provide the Company with full details on the possible defect Product as soon as possible.

11.8. If it is alleged that any equipment or machinery has been damaged by a defective Product, full details of the damage must be given to the Company at the earliest opportunity. The item allegedly damaged must be preserved and made available for inspection by the Company on demand at any reasonable time to the Company or its appointed representative.

11.9. If proper documentation is not provided as per this clause 11, or if the procedures set out in clause 6 are not followed by the Customer, the Customer will be deemed to have waived any and all rights of complaint, claim and action.

11.10. The Company shall not be liable to pay damages if the Customer has failed to safeguard the Company's recourse against the physical supplier of the Product or any other wrongdoer, or has failed to ensure the existence of the necessary evidence.

11.11. Any claims against the Company in respect of this Agreement shall be brought before the arbitral tribunal in accordance with clause 16.1 within 1 – one- year of the date of delivery of the Product, failing which such claims shall be time barred.

12. LIABILITIES AND INDEMNITIES. PRODUCT LIABILITY

12.1. Without prejudice to clause 12.3, the Company's liability for any damage whatsoever arising under this Agreement whether caused by negligence or not, whether based in tort or contract and whether falling on the Customer or third party shall be limited to a maximum of USD 300 000 or the aggregate of 3 (three) days of time charter equivalent in the charter agreement in which the Vessel is employed, whichever is the lowest. For the avoidance of doubt, the foregoing shall include product liability claims.

12.2. The Company 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 costs or expenses for obtaining replacement fuel.

12.3. Any liability for damages to the Vessel, including liability for any proven claim for offspecification or defective Product, shall be limited to the costs of repair or replacement of machinery components of the Vessel. In the case of replacement or repair, 10 percent of the invoiced value of the spare parts shall be deducted from the claim for each year or fraction of a year the replaced part has been in use.

12.4. The Customer undertakes to indemnify the Company against any claims, losses or costs of whatever kind related to the Agreement instituted by third parties against the Company to the extent such claims exceed the Company's liability towards the Customer according to this clause 12.

12.5. The Company shall under no circumstances be held liable for any operating loss, loss of time, loss of profits or other similar indirect losses.

13. FORCE MAJEURE

13.1. The Company shall not be liable for any loss, damage or delay or failure in performance hereunder of whatsoever nature if the loss, damage or delay or failure in performance has been delayed or hindered or prevented by any circumstances which are not within the immediate control of the Company, the Physical Supplier or any of the Company's contractors, including but not limited to any strike, governmental act or interruption for the supply of the Product from any facility of production, distribution, storage, transportation or delivery contemplated or intended by the Company's supplier is disrupted, unavailable or inadequate due to war or war-like situations, riots, strikes, congestion, governmental order or intervention, unavailability of barges or other means of transport or stem, weather, act of God, changed market conditions, or similar situations.

13.2. In the event of a failure of performance as provided in the previous paragraph, the Company may, but is under no obligation, to source, procure or obtain alternative Product, and in such case the Company shall be entitled to receive from the Customer payment of any additional costs of performance.

14. SAFETY AND ENVIRONMENTAL PROTECTION

14.1. It shall be the sole responsibility of the Customer to ensure that the Vessel, its crew and those responsible for its operation and management observe and comply with all health, safety and environmental laws and regulations with regard to the receipt, handling and use of the Product. The Customer warrants that the Vessel is in compliance with all national and international trading and pollution regulations.

14.2. In the event of a spill (which for the purpose of this clause shall mean any leakage, escape, spillage or overflow of the Product) or discharge occurring before, during or after the delivery of the Product, the Customer and the Company shall immediately notify the appropriate governmental authorities and shall jointly, and regardless as to whether the Customer or the Company are responsible, immediately take such actions as are reasonably necessary to effect clean up and which shall always be conducted in accordance with such local laws and

regulations which may compulsory apply. If the Customer fails to take such immediate action, the Customer authorizes the Company, the Physical Supplier, and others appointed by the Company, to take such action on behalf of the Customer, at the Customer's risk and expense, and the Customer shall indemnify and hold the Company, the Physical Supplier, and others harmless against any damages, expenses, claims, or liabilities, of whatever nature.

15. MISCELLANEOUS

15.1. The headings used in the Agreement are for the convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting the Agreement.

16. LAW AND JURISDICTION

16.1. This contract is governed by English law and all disputes arising under or in connection with it shall be referred to arbitration in London. Arbitration shall be conducted in accordance with one of the following LMAA procedures applicable at the date of the commencement of the arbitration proceedings:-

(i) Where the amount claimed by the Claimants is less than US\$400,000.00, excluding interest, (or such other sum as the parties may agree and subject to paragraph (ii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure;

(ii) Where the amount claimed by the Claimants is less than US\$100,000.00, excluding interest (or such other sum as the parties may agree) the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure.

(iii) In any case where the LMAA procedures referred to above do not apply, the reference shall be to three arbitrators in accordance with the LMAA Terms current at the date of commencement of the arbitration proceedings.

16.2. For the sole benefit of the Company it is further agreed that the Company without prejudice to any rights hereunder of the Company or any claim raised pursuant to clause 16.1 above has the right to proceed against the Customer, any third party or the Vessel in such jurisdiction as the Company in its sole discretion sees fit inter alia for the purpose of securing payment of any amount due to the Company from the Customer or the Vessel Owner. In such circumstances the proceedings shall be governed by the law (substantive and procedural) of such jurisdiction.

