



中石化长江燃料有限公司
CHINA CHANGJIANG BUNKER (SINOPEC) CO., LTD.

General Terms and Conditions

General introduction

These General Terms and Conditions shall apply to all deliveries contracted for unless the Seller expressly confirm otherwise in the Sales Contract. Each delivery shall constitute a separate contract. The email/facsimile of the Sales Contract has same legal effect, and FOB term shall be applied. In the event of any inconsistency or conflict between the Sales Confirmation and the Terms and Conditions, the Sales Confirmation shall take precedence.

1. Definitions

Throughout this Sales Contract, except where the context otherwise requires, the following definitions shall be applied:

"Marine Fuels" means products, derived from crude oil, delivered or to be delivered to the Vessel.

"Seller" means the party contracting to sell and deliver Marine Fuels, and

"Buyer" means the party contracting to purchase, take delivery and pay for the Marine Fuels.

"Vessel" means the vessel nominated by the buyer to receive Marine Fuels.

"Bunker tanker" means bunker barge or tanker or tank truck supplying Marine Fuels to the Vessel.

"Sales Confirmation" means Sellers' written confirmation note.

"Sales Contract" means the contract of sale and delivery of Marine Fuels on the terms hereof as agreed by and between Seller and Buyer.

2. Grades/Quality

2.1 The Buyer shall have the sole responsibility for the nomination of the grades of Marine Fuels fit for use by the Vessel.

2.2 The Seller warrant that the Marine Fuels shall be of a homogeneous and stable nature, shall comply with the grades nominated by the Buyer and be of satisfactory quality. Unless otherwise agreed in the Sales Contract, the Marine Fuels shall in all respects comply with ISO Standard 8217:2010.

3. Price

Prices quoted for any delivery unless otherwise stated in the quotation are:



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3.1 The price of Marine Fuels shall be the net price currently applicable on the date of placement of order, and published by the Seller and notified in advance to the Buyer;

3.2 The price is net price excluding barging charges, Anchorage fee, Tally fee, Oil fence fee;

3.3 The price confirmed by Seller is only valid for the 7-day range, 3 days before and 3 days after the vessel's estimated time arrival (ETA). If ETA exceeds the 7-day range, the Seller shall have the right to change or keep the price.

4. Sampling

4.1 The Seller shall arrange for a representative sample of each grade of Marine Fuels to be drawn throughout the entire bunkering operation and that sample shall be thoroughly mixed and carefully divided into four (4) identical samples. The sampling shall be performed in the presence of both the Seller and the Buyer or their respective representatives. The absence of the Buyer or their representatives shall not prejudice the validity of the samples taken.

4.2 The sample shall be drawn at a point, to be mutually agreed between the Sellers and the Buyers or their respective representatives, at Bunker Tankers' manifold.

4.3 The four (4) identical samples referred to in sub-clause 4.1 shall be securely sealed and provided with labels showing the Vessel's name, identity of delivery facility, product name, delivery date and place and point of sampling and seal number, authenticated with the Vessel's stamp and signed by the Sellers' representative and the Master of the Vessel or his authorized representative.

4.4 Two (2) samples shall be retained by the Sellers for minimum sixty (60) days after delivery of the Marine Fuels to the Vessel or, on being requested in writing by the Buyers, for as long as the Buyers may reasonably require, and the other two (2) samples shall be retained by the Vessel.

4.5 If the quantity is delivered by more than one Bunker Tanker, the sampling procedure shall be repeated as outlined in this Clause 4.

5. Delivery

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

5.2 The Buyer shall ensure that the Buyer's nominated vessel provides a free, safe and always afloat and accessible side for the delivery of Marine Fuels. The Seller shall not be liable for any demurrage paid or incurred by the Buyer or for any loss, damage or delay of the Vessel of any



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nature whatsoever due to congestion at the loading terminal, prior commitments of available bunker tanker or any other reason.

5.3 The Buyer's nominated vessel shall be responsible for connections and disconnections to intake of the receiving Vessel, free of expenses, and in any way requested to assist bunker tanker equipment to a smooth supply. However, pumping shall be performed under the direction of the Buyer.

5.4 During bunkering the Vessel's scuppers must be safely blocked, which blocking must be made by the Vessel's own crew. Furthermore the Vessel must ensure that all pipes and manifolds and receiving tanks are completely checked and being ready to receive the Marine Fuels, including but not limited to ensuring proper opening/closing of relevant valves, without any risk for spillages, etc, during the bunkering.

5.5 Local further special requirements for receiving Marine Fuels must be followed strictly by the receiving 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 awareness of such eventual additional requirements for safety reasons.

5.6 If the Buyer for whatever reason is unable to receive the full quantity ordered and rendered, the Seller shall have the right to invoice the Buyer for the loss incurred by having to transport the Marine Fuels back to the storage or by having to sell the Marine Fuels in a degraded form at a lower price than that applicable to the grade originally nominated by the Buyer. The Seller may use this right without prejudice to the Seller's other rights for damages or otherwise pursuant to these terms.

5.7 The Seller shall be at liberty to supply, and the Buyer shall accept, a variation of 5% from the agreed quantity of the Marine Fuels as stated in the Sales Confirmation, with no consequence other than a corresponding variation to the invoice issued by the Seller.

5.8 The Buyer shall be responsible for keeping the Marine Fuels segregated from any other Marine Fuels and/or related products of whatever type or grade on board the Vessel or from a different delivery to the Vessel. In no event shall the Seller be responsible for the quality and compatibility of the Marine Fuels delivered if the Marine Fuels are mixed or commingled with any other Marine Fuels and/or related products of whatever type or grade on board the Vessel or from a different delivery to the Vessel. The Buyer shall be solely responsible for any losses caused by mixing or commingling the Marine Fuels with any other Marine Fuels and/or related products of whatever type or grade on board the Vessel or from a different delivery to the Vessel, including



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any damage the Marine Fuels may cause to the Vessel and/or its components, machinery, equipment and/or appliances.

6. Payment

6.1 Payment for all fuels supplied shall be made in full (without any set-off or counter-claim whatsoever) in US dollars within both agreed collection period or thirty (30) days from date of delivery to the account at the bank designated by Seller.

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

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

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

6.5 In case the Buyer have overdue payments on the delivery date or the Seller have reasonable concern on the Buyer's payment capability, the Seller reserve the right of non-performance of the Sales Contract.

6.6 In case the final unit price is not available before the payment due date, the Buyer shall make timely payment based on the estimated unit price agreed by both parties prior to the payment due date. The Seller shall provide the provisional invoice prior to the payment due date and the final commercial invoice no later than seven (7) working days after the final unit price is available. The discrepancy shall be paid/refunded by the Buyer/Seller immediately upon receipt of the final commercial invoice.

6.7 Unless otherwise stipulated in the Sales Contract, the Buyer's account name with paying bank shall be consistent with the name of Buyer as signed on the Sales Contract. In case the Buyer's account name with paying bank is not consistent with the name of Buyer as signed on the Sales Contract, Buyer shall provide, as per Seller' request, the following documentation: 1) Payment Consignment Agreement; 2) assets relationship between Buyer and Payer. Only after Buyer have got Seller' recognition in writing of the above documentation provided by Buyer is the payment



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from Payer considered as the subject payment arising from the Sales Contract between Buyer and Seller.

6.8 Buyer shall arrange payment against the Sealed Invoice issued by Seller. The Beneficiary's bank account details specified on the Sealed Invoice shall be the solely legally effective bank account of Seller, unless otherwise notified by Seller with Seller' SEAL of any change in Seller's bank account. Seller reserve the right of not recognizing the payment if Buyer arrange payment to any other bank account other than the above-mentioned bank account specified on the Sealed Invoice or sealed notification issued by Seller.

7. Claims

7.1 Any complaints, disputes and/or claims arising out of or in connection with the Sales Contract shall be notified to the Seller within Thirty (30) days from the date of delivery of the Marine Fuels, in writing, together with all supporting documents required by Clause 7.4 below. Failing which, the delivery by the Seller of the Marine Fuels in the Sales Contract shall be deemed to be fulfilled and the Seller shall be discharged from all liability whatsoever in respect of the Marine Fuels, notwithstanding any remarks or clauses noted on any bunker delivery note or other document. Following the lapse of the Thirty (30) days as aforesaid, any claim against the Seller for any reason whatsoever shall be deemed irrevocably waived and forever barred.

7.2 Save always that the Seller shall be at liberty to supply the Marine Fuels in the manner provided in Clause 5.8, any complaint, dispute and/or claim by the Buyer as to shortage in quantity of the Marine Fuels must be notified by telephone as well as in writing by the Buyer or the Master of the Vessel to the Seller immediately when the complaint, dispute and/or claim occurs and while the delivery hoses are still connected to the Vessel. Failing which, the determination of the quantity of the Marine Fuels delivered shall be final, conclusive and binding on the Buyer save for fraud or manifest error and any such complaint, dispute and/or claim shall be deemed irrevocably waived and forever barred.

7.3 For any complaint, dispute and/or claim as to the quality of the Marine Fuels delivered, the Buyer shall base its complaint, dispute and/or claim solely on an analysis of the official sample retained by the Vessel at the time of the delivery, together with a complete set of supporting documentation, which includes but is not limited to the documents in Clause 7.4(a); however such analysis shall not be considered determinative of the claim. The sample(s) in the Seller's possession shall be submitted for analysis to an independent laboratory, appointed by mutual



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agreement, located in the country (and where available, port) of supply, which results shall be conclusive and binding on both the Buyer and Seller, absent manifest error or fraud, as to the quality of the Marine Fuels delivered. The analysis shall be established by tests in accordance with ISO 8217 and/or any other specifications agreed between the Buyer and Seller in writing. Unless otherwise agreed, should the independent laboratory's analysis confirm that on-specification fuel has been delivered the expenses of engaging the independent laboratory shall be borne by the Buyer. Should the analysis confirm that off- specification fuel has been delivered, the expenses of engaging the independent laboratory shall be borne by the Seller. Any cost associated with the Buyer appointing a representative to witness the sample seal-breaking and/or analysis at the independent laboratory shall be the sole responsibility of Buyer.

7.4 In the event any complaint, dispute and/or claim is presented in accordance with this Clause 7:

(a) The Buyer shall present to the Seller or its representatives a report in respect of its complaint, dispute and/or claim, which report shall include:

(b) Full details of the complaint, dispute and/or claim arising therefrom and all supporting documents thereof; and

(c) Full particulars of the damage (if any) alleged to have been suffered by the Buyer and/or the Vessel.

(d) The Seller shall be entitled upon its request and the Buyer shall allow (or where the Vessel is not under the ownership or charter or control or possession of the Buyer, the Buyer shall procure the necessary authorization to allow) the Seller's representatives to board the Vessel to fully investigate the claim, including but not limited to:-

(i) Inspecting and taking copies of the Vessel's logbooks, documents and written records (including but not limited to the Engine Room log, the Deck log, and maintenance documents) and any documents and records whatsoever which the Seller considers necessary for its investigations.

(ii) Inspecting and having full access to the Vessel's spaces (including but not limited to the engine room spaces).

(iii) Interviewing and taking statements from the Vessel's crew, officers and/or personnel.



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(e) The Buyer shall take all reasonable steps and actions to mitigate any damages, losses, costs and/or expenses related to any claim for alleged off-specification or defective Marine Fuels. If the Marine Fuels deviate from specifications, the Buyer (or where the Vessel is not under the ownership or charter or control or possession of the Buyer, the Buyer shall use all reasonable endeavors to procure that the relevant owner, charterer or person in possession of the Vessel) shall use all reasonable endeavors to mitigate the consequences thereof including the employment of purification tools and/or other similar measures; and

7.5 Without derogation from any of the provisions in this Clause 7, any claims against the Seller in respect of the Sales Contract shall be brought before the relevant court or arbitral tribunal in the People's Republic of China within six (6) months of the date of delivery of the Marine Fuels, failing which any such claim shall be deemed to be waived and absolutely time-barred.

7.6 The Buyer's submission of any claim does not relieve it of the responsibility to make full payments as required under Clause 6 and the Buyer shall not be entitled to set off (whether by way of equitable set-off or otherwise) any amounts owing from the Buyer to the Seller under the Sales Contract.

8. Risk and title

8.1 Risk in the Marine Fuels shall pass to the Buyer once the Marine Fuels have passed the Seller's flange connecting the Vessel's bunker manifold with the delivery facilities provided by the Seller. Title to the Marine Fuels shall pass to the Buyer upon payment for the value of the Marine Fuels delivered, pursuant to the terms of Clause 6 hereof. Until such time as payment is made, on behalf of themselves and the Vessel, the Buyer agree that they are in possession of the Marine Fuels solely as Bailee for the Seller. If, prior to payment, the Seller' Marine Fuels are commingled with other Marine Fuels on board the Vessel, title to the Marine Fuels shall remain with the Seller corresponding to the quantity of the Marine Fuels delivered. The above is without prejudice to such other rights as the Seller may have under the laws of the People's Republic of China against the Buyer or the Vessel in the event of non-payment.

9. Termination

9.1 Without prejudice to accrued rights hereunder, either party hereto shall be entitled to terminate this Sales Contract in the event of:

(a) Any application being made or any proceedings being commenced, or any order or judgment



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being given by any court, for

- (i) The liquidation, winding up, bankruptcy, insolvency, dissolution, administration, or re-organization or similar, or
 - (ii) The appointment of a receiver, liquidator, trustee, administrator, administrative receiver or similar functionary of the other party of all or a substantial part of its assets (otherwise than for the purpose of a reconstruction or amalgamation);
- (b) The other party suspending payment, ceasing to carry on business or compounding or making any special arrangement with its creditors, or;
- (c) Any act being done or event occurring which, under the applicable law thereof, has a substantially similar effect to any of the said acts or events described above.

10. Default

10.1 Each of the following events, regardless of whether the occurrence of which is within the control of the Buyer, shall be an Event of Default:

- (a) Non-Payment: if the Buyer fails to pay to the Seller any amount whatsoever due arising out of or in connection with the Sales Contract or any other contract between the parties on its due date;
- (b) Failure to Accept Delivery: if the Buyer, for whatever reason, fails to accept the Marine Fuels in part or in full at the place and time designated for delivery.
- (c) Breach of Obligations: if the Buyer commits or threatens to commit a breach of or does not perform or comply with any of the terms and conditions contained in this General Terms and Conditions or any other contract between the Buyer and Seller;
- (d) Inability to Perform: if, before the date of delivery, the Seller is of the opinion that the Buyer is at risk of or may be unable to perform its obligations under the Sales Contract, due to its financial position or for any other reason;
- (e) Insolvency:
 - (i) If the Buyer is or becomes insolvent or is unable to pay its debts as they fall due;
 - (ii) If the Buyer makes any voluntarily arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a



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company) goes into liquidation, otherwise than for the purposes of amalgamation or reconstruction;

(iii) If a receiver, liquidator, trustee, administrator, judicial manager or similar functionary of the Buyer is appointed over all or a substantial part of the Buyer's assets, other than for the purpose of a merger or an amalgamation);

(iv) Liquidation, bankruptcy or any other change in the financial or legal position of the parent company, sister companies or affiliated companies of the Buyer, which in the sole discretion of the Seller is deemed to adversely affect the financial position of the Buyer;

(f) Enforcement Proceedings: if an encumbrance takes possession of any property or assets of the Buyer;

(g) Cessation of Business: if the Buyer ceases, or threatens to cease, to carry on business;

(h) Others: if the Seller is reasonably of the opinion that any of the events mentioned above is about to occur, or if any act is done or event occurs which, under the applicable law thereof, has a substantially similar effect to any of the said acts or events described above.

10.2 Upon the occurrence of an Event of Default, whether or not the Event of Default is continuing, the Seller may at its sole discretion, by notice in writing to the Buyer, declare that all further deliveries under the Sales Contract are suspended or cancelled, whereupon any other contracts between the Buyer and the Seller shall automatically be cancelled and forthwith cease, and the Seller shall be entitled to demand immediate payment and discharge of all of the sums payable under the Sales Contract or any other contracts between the Buyer and the Seller (which shall become so due and payable immediately).

11. Indemnity

11.1 The Buyer shall indemnify the Seller against and hold the Seller harmless from all and any losses, liabilities, claims, penalties, damages, costs and expenses whatsoever and howsoever incurred whether directly or indirectly caused by or in connection with or arising out of:-

(a) The loading, receiving, using, storing, transporting of the Marine Fuels delivered hereunder;

(b) Any breach of the Sales Contract by the Buyer;

(c) Any act or omission, negligence or misconduct or default of the Buyer, its agents, employees, contractors or persons acting under its authority and/or the officers and crew of the Vessel; or



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(d) Any failure of the Buyer or the Vessel's local agent to provide the Seller with prior sufficient notice or of any changes in the information or any cancellation and/or variations to the nominations and/or the failure of the Vessel to present itself for delivery.

11.2 Without derogation from Clause 5.9, the Seller shall not be liable for any claim whatsoever or howsoever arising where there is or has been co-mingling of the Marine Fuels supplied by the Seller with fuel or petroleum products on board the Vessel. Any loss of or damage to the Marine Fuels, or to any property of Seller or to any other company/ person, during or after loading caused by the Buyer and/or its agents, employees, contractors, persons acting under its authority and/or the Vessel and/or her officers or crew shall be fully borne by the Buyer and the Buyer shall to such extent indemnify or reimburse the Seller for the same.

11.3 The Seller is not responsible for any damage caused by or to the Supply Vessel arising from any contact and/or collision and/or swell and/or other weather or sea related condition or incident. If, however, any of the involved parties (including but not limited to the Vessel and/or Supply Vessel interests) pursue the Seller by way of legal proceedings or otherwise, the Buyer shall, on demand, fully indemnify and hold the Seller harmless in respect of any liability, loss, damage or expense of whatsoever nature in this connection.

12. **Limitation of Liability**

The extent of the Seller's liability, whether by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this General Terms and Conditions shall not under any circumstances whatsoever exceed the sale price of the Marine Fuel under this General Terms and Conditions. In no event shall the Seller be liable to the Buyer for any indirect or consequential loss or damage of whatsoever including but not limited to loss of profits or business, increased cost or expenses for obtaining replacement fuel, or loss by reason of shutdown or non-operation. In no event shall the Seller be liable for punitive damages. Provided always that the Seller's extent of liability to the Buyer shall in no event exceed the value of such Sales Contract with the Buyer, or the sum of United States Dollars Two Hundred Thousand (USD200,000.00), whichever is higher.

13. **Compliance and Sanction**

13.1 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



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requirements issued or enacted by the People's Republic of China, the United States of America, the United Nations, the European Union and/or Singapore (“Trade Sanctions”).

13.2 The Buyer warrants and represents that:

(a) Neither the Buyer nor the Vessel are included on the Specially Designated Nationals and Blocked Persons List published and amended from time to time by OFAC or the equivalent lists published by the People's Republic of China, the European Union and Singapore(collectively, “Sanctions List(s)”);

(b) Neither the Buyer nor the Vessel are owned or controlled or acting for or on behalf of any individual or entity which is included on any Sanctions List;

(c) No individual or entity with any interest in any cargo on board the Vessel is included on any Sanctions List; and

(d) Every cargo carried on board the Vessel can be loaded, carried and discharged without infringing any Trade Sanctions.

13.3 The Buyer shall, as soon as possible, at the request of the Seller, provide bills of lading, seaway bills or other applicable documentation evidencing carriage of any cargo on board the Vessel.

13.4 If in the reasonable opinion of the Seller the Buyer’s warranties under Clause 13.1 or 13.2 are inaccurate, the Buyer fails to provide relevant documentation under Clause 13.3, or there is a risk that payment by the Buyer for any invoiced amount under the Sales Contract may be delayed and/or confiscated by any bank, financial institution, regulator or governmental entity, the Seller shall be entitled to:

(a) Terminate the Sales Contract without liability; or

(b) Change the currency of the Sales Contract to a currency other than United States Dollars, with the applicable currency conversion rate to be set by the Seller in its sole discretion.

13.5 The Seller shall not be obliged to perform any obligation otherwise required by the Sales Contract including any obligation to perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or engage in any other acts if this would be in violation of, inconsistent with, or expose the Seller to punitive measures under, any Trade Sanctions.

13.6 The Buyer shall indemnify and hold the Seller harmless for non-compliance by the Buyer or



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the Vessel of this Clause 13.

14. Safety and the Environment

14.1 In the event of any spillage (which for the purpose of this Clause shall mean any leakage, escape, spillage or overflow of the Marine Fuels) causing or likely to cause pollution occurring at any stage of the bunkering operation, the Buyer and the Seller shall jointly, and regardless as to whether the Buyer or the Seller 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 compulsorily apply.

14.2 Where it is a compulsory requirement of the law of the port or place of delivery of the Marine Fuels that the Seller shall have in place their own oil spill contingency plans, the Seller shall ensure that valid oil spill contingency plans approved by the relevant authorities are in effect to the extent that is so required.

14.3 In any case where delivery is ex-lighter, the Buyer shall provide free of cost to the Seller a clear and safe berth for the Bunker Tanker alongside the vessel's receiving lines and the assistance of qualified staff to secure the Bunker Tanker moorings. The receiving vessel should provide a safe access to the Bunker Tanker. This safe access means the use of the accommodation ladder. If the position of the Bunker Tanker does not fit with the position of the accommodation ladder a pilot ladder should be rigged up. Vessels will be bunkered in turn as promptly as circumstances permit but the Seller shall not be liable for demurrage or for any loss, expense, damage or delay when in the Seller's opinion clear and safe berth or the assistance of qualified staff to secure moorings is unavailable.

14.4 The Buyer shall provide ready and safe means of access to Equipment for delivery of the Marine Fuels at the nominated port or place of delivery and shall not obstruct access to the Equipment for delivery. Delivery will not commence until such time as the Pre-delivery Safety Checklist has been jointly and satisfactorily completed and signed by or on behalf of both the Seller and the Buyer.

14.5 The Buyer hereby advise the Seller that they enforce a company drug and alcohol policy on board their vessels, whereby the Seller' personnel must not be intoxicated at any time on board. It is understood and agreed that the selling, possession, distribution, use or being under the influence of any controlled substance or dangerous drugs other than those medically prescribed is prohibited.



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14.6 The Seller hereby advise the Buyer that they enforce a company drug and alcohol policy in their facilities and on board their vessels, which the Buyer's personnel must comply with while in such facilities or on board such vessels. It is understood and agreed that the selling, possession, distribution, use or being under the influence of alcohol or any controlled substance or dangerous drugs other than those medically prescribed is prohibited.

14.7 Seller reserve the right to immediately suspend or terminate the on-going bunker delivery operations (either bunker tanker trying alongside or supplying the vessel) in case the on-going bunker delivery operations are exposed to what is judged by Seller as threat to the personal as well as property safety of both Seller and Buyer, such as emergency of adverse weather or marine conditions. Any losses arising from the suspension or termination of the delivery operations shall be borne by both sides respectively.

15. Force Majeure

The Seller shall not be responsible for non-delivery or breach of Sales Contract for any reason due to force majeure, which may include war, blockade, hostility, insurrection, strike, lockout, civil strife or other factors beyond the control of human beings.

16. LIEN

16.1 Deliveries and loading of the Marine Fuels hereunder are made not only on the credit of the Buyer but also on the faith and credit of the Vessel and the Buyer agrees and warrants that the Seller will have and may assert a maritime lien against such Vessel in respect of all claims arising under the Sales Contract 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 any amounts due under any contract including all interest and costs that may be payable. No acceptance of any other or additional security measures by the Seller shall operate as a waiver of this provision.

16.2 The Seller is entitled to rely on any provisions of law of the flag state of the Vessel, the place of delivery or where the Vessel is found and shall, among other things, enjoy the full benefit of local legislation granting the Seller a maritime lien on the Vessel and/or providing for the right to arrest the Vessel. Nothing in the Sales Contract shall be construed to limit the rights and/or legal remedies that the Seller may enjoy against the Vessel or the Buyer in any jurisdiction.

16.3 The Seller shall not be bound by any restriction, limitation or prohibition on its entitlement to a maritime lien on the receiving Vessel. In particular, any notice or any stamp in the bunker delivery note or similar shall be invalid and cannot waive the Seller's maritime lien on the Vessel.



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17. Applicable Law

The Terms and Conditions shall be governed and construed in all particulars under the laws of the People's Republic of China, exclusive of its rules on choice of law, except that a reference to “applicable law” is a reference to the law that would be applicable absent a choice of law.