



**SOCAR TURKEY Petrol-Enerji Dağıtım San. ve Tic. A.Ş**  
**TERMS OF SALE FOR MARINE FUELS**

Except as otherwise agreed to in writing, the following terms and conditions shall apply to all sales by Socar Turkey Petrol-Enerji Dağıtım San.ve Tic. A.Ş (hereinafter “Seller”) of Bunker Fuel Oil, Intermediate Bunker Fuels, Marine Diesel Oil, and Marine Gas Oil (hereinafter “Marine Fuels”).

**1. INCORPORATION AND MERGER:**

Each sale of Products shall be confirmed by e-mail, fax or other writing from the Seller to the Buyer (“Confirmation”). The Confirmation shall incorporate the General Terms by reference so that the General Terms thereby supplement and are made part of the particular terms set forth in the Confirmation. The Confirmation and the General Terms shall together constitute the complete and exclusive agreement governing the transaction in question (the “Transaction”). Any changes in these General Terms shall not prejudice or limit in any way the validity of the rest of these General Terms of any Contract between Seller and Buyer. Failure by either party at any time to enforce any of these General Terms shall not be considered as a waiver by such party of such provisions or in any way affect the validity of these General Terms. If any provision of the Contract is invalid, void, or unenforceable, it will not affect the validity, legality, or enforceability of any other provision of the Contract.

**2. PRICES:**

The price to be paid for Bunkers shall be Seller's spot or posted price offered for a specific delivery. Spot prices offered are for deliveries made on or before or within two (2) days following Accepted Delivery Date, as determined in accordance with Section 3 (a) below, of the vessel being supplied vessel's (hereinafter “Vessel”). Prices for delivery beyond this range are subject to amendment at Seller's option. Buyer is responsible for all taxes, duties and additional delivery charges, including, but not limited to, barging or truck charges, night, weekend or holiday surcharges or overtime charges, or other delivery charges customary for the port. The Buyer shall be responsible for obtaining all necessary documents, including licenses, permits and approvals, etc. that may be required to enable this Agreement and the parties' obligations hereunder to be executed.

**3. NOMINATIONS AND DELIVERIES**

(a) A vessel shall be nominated by the Buyer at least five working days before the Estimated Time of Arrival (ETA). In this nomination the Buyer shall also specify ;

- the delivery port,
- ETA/ETD and
- grades and quantities of Bunkers requested.

If such nomination is accepted and confirmed in writing by the Seller, then the ETA proposed by Buyer or otherwise agreed between Buyer and Seller shall become the Accepted Delivery Date. If the vessel does not arrive at the nominated delivery port and present itself for the delivery within 4

days after the Accepted Delivery Date, then the Seller shall have a right to cancel any nomination without liability on the part of Seller and without prejudice to any rights Seller may have against Buyer.

(b) At the nominated delivery port, at least a forty-eight (48) hours' advance notice (Saturdays, Sundays and local holidays are excluded) and twenty-four (24) hours final notice (Saturdays, Sundays and local holidays are excluded) shall be given of each delivery by the Buyer or the Vessel's local agent to the Seller's local representative, confirming Bunker and quantities and other delivery details.

(c) Unless it is not prevented by the local regulations, if the delivery is required during out of regular business hours, Buyer shall be fully responsible for and pay all overtime and extra expenses incurred, if any.

(d) All delivery charges, including overtime and relevant charges, shall be for the account of Buyer, if the delivery is made by barge, truck or coastal tanker (hereinafter collectively "Seller's vessel"), For delays caused by Buyer in the use of Seller's vessel, Buyer is responsible for all demurrage and detention charges and costs and shall pay any demurrage or detention charges at such rate as may be invoiced by Seller.

(e) Before commencement of delivery, the Seller shall be notified by the Buyer in writing of the maximum allowable pumping rate and pressure and Buyer and Seller shall agree on communication and emergency shutdown procedures.

(f) It is the duty of the Buyer to notify Seller, in writing, before commencement of delivery, of any special conditions, difficulties, deficiencies or defects in respect of or particular to the Vessel which might adversely affect the delivery.

(g) The Vessel shall provide for a free and safe berth alongside to receive the Bunkers if the delivery is made by the Seller's vessel, and the Vessel shall render all necessary assistance which may reasonably be required to safely moor and unmoor the Seller's delivery vessel or to connect or disconnect the delivery hose(s).

(h) If the Buyer fails to take the delivery, in whole or in part, of the quantities nominated, Buyer shall be responsible for any costs resulting from such failure, including any and all costs and expenses whatsoever incurred by Seller. The Seller, then shall have a right, at Buyer's risk and expense, either to transport the Bunkers back to the storage or to sell in a downgraded form at a market price without prejudice to Sellers under this Contract for damages.

(i) Vessels shall be supplied as promptly as circumstances permit. Any supply date within the Contract is not guaranteed, and time shall not be of the essence in respect thereof. Seller shall not be liable for demurrage or for any losses due to congestion at Supplier's storage or delivery facilities or due to any prior commitment of available transportation. The Seller's obligation to make any delivery hereunder is subject to the availability to the Seller at the port at which delivery is requested of the particular grade of Products requested by the Buyer.

(j) If possible, the Vessel shall provide segregated tankage to receive the contracted quantity of Bunkers

#### **4. QUALITY AND QUANTITY:**

Unless otherwise specified in the Confirmation, the Products shall be of the quality generally offered by the Seller at the time and place of delivery, for the particular grade or grades ordered by the Buyer. Should the Confirmation guarantee a particular specification, the analysis of any test results shall make allowances for generally recognized industry standards of repeatability and reproducibility. All grades of produce may contain petroleum industry allowed, bio-derived components. Where specifications designate a maximum value, no minimum value is guaranteed unless expressly stated in the Confirmation. Conversely, where minimum values are provided in a specification, no maximum values are guaranteed unless expressly stated in the Confirmation. Buyer shall have the sole responsibility for the selection of proper Products for use in the vessel being supplied ("Receiving Vessel") or other receiving facility. ANY IMPLIED CONDITIONS AND WARRANTIES, INCLUDING THE

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

The quantity of Products sold in each Transaction shall be as agreed between the Buyer and the Seller as per the Confirmation. Notwithstanding acceptance of the Buyer's order, the Seller's obligation to supply such quantities shall be subject to availability of Products from the Seller's source of supply at the time and place delivery is requested. Actual quantity delivered may vary in accordance with normal operational tolerances of delivery equipment.

#### **5. TITLE:**

Delivery shall be deemed completed and title and risk of loss shall pass to the Buyer when the Marine Fuel reaches the physical supplier's end of the delivery hose or pipeline connecting Physical Supplier's delivery facilities to the Receiving Vessel's receiving facilities, or in the event that Buyer has arranged its own transportation, the receiving facilities of the barge or coastal tanker nominated by Buyer. The Buyer shall be responsible for connection to the permanent intake of the Receiving Vessel, or the barge or coastal tanker nominated, and pumping shall be performed under the direction and responsibility of the Buyer.

#### **6. MEASUREMENT, TESTING, CLAIMS:**

(a) The quantity of product delivered shall be conclusively determined from the official gauge or meter of the bunkering barge or tank truck effecting delivery. However, in those ports where legal requirement or industry practice dictate that quantities are measured by referencing either shore tank figures or barge loading figures, such measurements shall instead be conclusive. In cases of delivery ex-wharf, shore-tank figures shall be conclusive. Quantities calculated from the Receiving Vessel's soundings shall not be considered. Quantity claims are waived by Buyer unless expressly noted in writing on the Bunker Delivery Receipt ("BDR") at the time of delivery or, in ports where such notation on the BDR is not permitted, must be presented at the time of delivery to the physical supplier's personnel in a separate Letter of Protest.

(b) With respect to the quality of the Products supplied, samples shall be drawn at the time of delivery. The method of sampling will be governed by local regulation, if such exists, otherwise as per the method used by the local physical supplier. These samples shall be conclusively deemed to be representative of the quality of the Products supplied to the Receiving Vessel. In the event of a claim by the Buyer, the sample(s) shall be tested and analyzed by an independent surveyor whose results shall be conclusive and binding on both Buyer and Seller. The independent surveyor shall be appointed by mutual agreement, and the surveyor's fee shall be shared equally by the Buyer and Seller. In the event that Seller proposes an independent inspector and Buyer takes no action to either accept this proposal or to suggest an alternative inspector, then Seller's choice of inspector shall be binding and any tests performed by such inspector's lab shall be similarly binding, regardless of whether or not Buyer chooses to send a representative to such testing.

(c) Any samples drawn by Buyer's personnel either at the time of bunkering or at any date after bunkering shall not be valid as an indicator of the quality supplied. The fact that such samples may bear the signature of personnel aboard the delivery conveyance shall have no legal significance as these local personnel have no authority to bind Seller to different contractual terms. Seller shall have no liability for any claims arising in circumstances where Buyer has commingled the Products on board the vessel with other fuels.

(d) The Buyer waives any claim against the Seller with respect to the quantity or quality of the Products supplied unless the Buyer's claim is submitted to the Seller in writing within seven (7) days after the date of delivery of the Products. However, in the event that the physical supplier grants to Seller a period longer than seven (7) days in the physical supplier's own terms and conditions, then this same period will be extended from Seller to Buyer. In any event, should any timely claim submitted by Buyer not be settled to Buyer's satisfaction in a commercial manner, any legal action by Buyer thereon shall be formally waived and time barred unless commenced under Clause 16 (Law and Jurisdiction) within 1 month of the delivery date or, in claims related to non-delivery, within 1 month of the scheduled delivery date.

(e) If Buyer submits a claim against the Seller with respect to the quantity or quality of the Products supplied, the Seller shall be entitled and the Buyer shall allow, or where the Buyer has chartered the vessel, shall obtain authorization from the Owner to allow, the Seller to board the Vessel and investigate the vessel's records and to make copies of documents which the Seller may consider necessary for its investigations. Failure to allow boarding and/or to produce copies of documents shall constitute a waiver of the Buyer's claim.

It is the duty of the Buyer to take all reasonable actions to eliminate or minimize any damages or costs associated with any off-specification or suspected off-specification Products. To this end Buyer shall cooperate with the Seller in achieving the most cost effective solution including the consumption of the Product after treatment and/or special handling. In the event that the Product is off-specification and cannot be consumed by the vessel, Buyer's remedies shall be limited exclusively and solely to replacement of the nonconforming products. If Buyer removes Product without the express written consent of Seller, then all such removal and related costs shall be solely for Buyer's account. IN ANY EVENT, SELLER'S LIABILITY HEREUNDER FOR ANY CLAIMS, WHETHER ARISING FROM QUALITY, QUANTITY, ACCIDENT, DELAY, SPILL OR OTHER CAUSE, SHALL NOT EXCEED THE PRICE OF THAT PORTION OF THE PRODUCT SOLD HEREUNDER ON WHICH LIABILITY IS ASSERTED. FURTHERMORE, NO LIABILITY WILL BORNE BY SELLER FOR (1) ANY DEMURRAGE OR OTHER VESSEL DELAY OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF PRODUCT, OR (2) ANY ACTS OR OMISSIONS OF AGENTS AND/OR SUBCONTRACTORS OF SELLER, INCLUDING, WITHOUT LIMITATION, FUEL TRANSPORTERS OR FUELING AGENTS.

## **7. PAYMENT:**

(a) Payment shall be made by Buyer, in U.S. dollars, without discount, offset, counterclaim, or deduction upon receipt by Buyer of written, telegraphic or other notification of quantities delivered and amounts due. Subsequent adjustments, if any, will be made upon receipt by Seller of the relevant bunker delivery receipt. Buyer's failure to make payment in full of the amount noted by Seller shall be a breach of Buyer's obligations hereunder and Buyer agrees that any claims related to the delivery do not constitute a valid defense against Seller's claim for payment in full.

(b) Payment shall be considered past due if not received by due date as indicated on the invoice. Overdue payments shall be subject to interest at the rate of two and a half percent (2.5%) over LIBOR until payment is made. If at any time Seller considers Buyer's financial condition inadequate to meet Buyer's obligation hereunder, cash payment in advance or security acceptable to Seller may be required before delivery and Seller may declare any amount then outstanding from Buyer to be immediately due and payable.

(c) The Buyer shall periodically provide to Seller that financial information or security deemed necessary by Seller to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to Seller in the sole judgment of Seller, advance cash payment or security satisfactory to Seller shall be given by the Buyer on demand by Seller and shipments/deliveries may be withheld until such payment or security is received.

## **8. CREDIT AND SECURITY:**

(a) Products supplied in each Transaction are sold and effected on the credit of the Receiving Vessel, as well as on the promise of the Buyer to pay, and it is agreed and the Buyer warrants that the Seller will have and may assert a maritime lien against the Receiving Vessel for the amount due for the Products delivered. This maritime lien shall extend to the vessel's freight payments for that particular voyage during which the bunkers were supplied and to freights on all subsequent voyages. Disclaimer of lien stamps placed on a Bunker Delivery Receipt shall have no effect towards the waiver of such lien.

(b) In the event of a breach of the warranty set forth in sub-paragraph (a) above before delivery, the Seller shall be entitled to terminate the Transaction. Further, the Seller reserves the right to impose a cancellation fee in the amount set forth in Section 10 below.

(c) If the purchase of Products is contracted for by an agent, then such agent, as well as the principal, shall be bound by and be fully liable for obligations of the Buyer in the Transaction, whether such principal be disclosed or undisclosed.

(d) All sales made under these terms and conditions are made to the registered owner of the vessel, in addition to any other parties that may be listed as Buyer in the confirmation. Any bunkers ordered by an agent, management company, charterer, broker or any other party are ordered on behalf of the registered owner and the registered owner is liable as a principal for payment of the bunker invoice.

## **9. DELIVERIES:**

(a) The Buyer shall give the Seller's local representative at the port of supply at least 48 hours written notice of the scheduled time of delivery, excluding Sundays and holidays.

(b) In the event that delivery is desired outside normal working hours and is permitted by port regulations, the Buyer shall pay all overtime and additional expenses incurred in connection therewith.

(c) Buyer shall provide free of cost a clear safe berth, position or anchorage alongside the vessel receiving lines. Seller shall be under no obligation to make deliveries when in its sole opinion a clear and safe berth, position or anchorage is not available. The Buyer shall make all connections and disconnections of the delivery hose to the Receiving Vessel or barge or coastal tanker nominated on behalf of the Buyer and shall render all other necessary assistance and equipment to promptly receive the Products.

(d) The Seller shall be at liberty to make arrangements with other companies ("Suppliers") to supply the whole or any part of the Products sold in each Transaction.

(e) The Buyer shall be responsible for all demurrage or additional expenses incurred by the Seller if the Buyer, its vessel or its port agent causes delay to the barge, truck or delivery facilities. The Buyer shall also pay any charges for mooring, unmooring and port dues, if incurred. In addition, the Buyer shall be

liable for any expenses incurred by the Seller resulting from the Buyer's failure to accept the full quantity of Products ordered by the Buyer.

#### **10. CANCELLATION CLAUSE:**

If subsequent to the Confirmation, the Buyer cancels the order for any reason whatsoever, including circumstances entirely outside of Buyer's control, then Seller without prejudice to any other rights it may have, shall be entitled to recover

- a) any cancellation fees imposed by the physical supplier;
- b) 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); and
- c) all costs and damages arising from any underlying physical or derivative paper contracts which Seller has entered into in order to effect supply.

#### **11. INDEMNITY:**

Buyer shall indemnify and hold Seller and Seller's supplier harmless from and against any and all claims, demands, suits or liabilities for damage to property or for injury or death of any person, or for non-compliance with any requirement of any governmental entity arising out of an act or omission of Buyer or its agents or servants in receiving, using, storing or transporting Marine Fuels delivered hereunder, including exposure thereto, unless the same be due to the sole negligence of Seller.

#### **12.SAFETY AND ENVIRONMENTAL PROTECTION:**

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

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

liability and penalties shall be divided between the parties in accordance with the respective degrees of fault.

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

(d) Buyer warrants that the Marine Fuels purchased hereunder are for the operation of the nominated Vessel and that Vessel only.

(e) Buyer warrants that the Vessel is in compliance with all applicable national and international laws and regulations. The Vessel is subject to Seller's acceptance and will not be supplied fuel unless free of all conditions, difficulties, peculiarities, deficiencies or defects which might impose hazards in connection with its mooring, unmooring or bunkering.  
the Receiving Vessel.

### **13. ANTI-CORRUPTION AND TRADE CONTROLS**

(a) Buyer warrants that, in connection with this Agreement; and as well as any action related to, or arising out of this Agreement, it shall comply with all locally or internationally applicable laws and regulations governing anti-corruption (including bribery), and anti-money laundering of any relevant jurisdiction including but not limited to those enacted to effectuate the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and those enforced by the governments of the United States of America and the United Kingdom, or any other country which may impose jurisdiction over this Agreement or any action contemplated in connection with this Agreement for any reason.

(b) Buyer represents and warrants that it is not, directly or indirectly subject to any trade restrictions, economic sanctions including but not limited to those implement asset freeze enforcements, and/or embargoes which are enforced by the United States of America, European Union, United Kingdom or any other trade restrictions, economic sanctions or embargoes which may become relevant and/or applicable to this Agreement or any action contemplated in connection with this Agreement for any reason. The Buyer further warrants and undertakes that it shall not knowingly utilize any rights, proceeds, benefits it may gain by entering into this Agreement or as a result of this Agreement to the favor of any third party which is subject to or within the scope of any of the trade restrictions, economic sanctions, or embargoes stated above.

(c) Buyer accepts that the Seller may terminate this Agreement by notice with immediate effect at any time, in its reasonable judgment, the Buyer is in breach of any representations and warranties stated in sub clauses (a) and (b) above.

### **14. ADDITIONAL PROVISIONS:**

(a) Claims, notices and other communications hereunder shall be in writing and shall be mailed via certified or registered mail or by overnight courier to the attention of the particular Seller in each Transaction. Unless otherwise indicated by the Buyer, notices hereunder shall be mailed, faxed and/or e-mailed to the Buyer at the address designated by the Buyer for invoicing. Either the Buyer or the Seller may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it by giving fifteen (15) days prior written notice of its new address to the other party.

(b) No waiver of any of the provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such waiver shall only be applicable to the

specific instance to which it relates and shall not be deemed to be a continuing or future waiver of any breach.

(c) A failure or delay in exercising any right, power or privilege in respect of the General Terms and Conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(d) The Buyer shall not assign any right or delegate any obligation arising under a Transaction without the prior written consent of the Seller.

(e) If any part of the General Terms is deemed invalid, all other conditions and provisions hereof shall remain in full force as if the invalid portion had never been part of the original agreement.

(f) The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting the General Terms and Conditions.

(g) Neither the General Terms, nor any Confirmation, shall be altered or amended except by an instrument in writing signed by or on behalf of the Seller. Seller may amend the General Terms from time to time without advance notice to Buyer. Any such amendment shall be effective and apply with respect to all Transactions for which a Confirmation is sent after the effective date of the altered or amended General Terms.

(h) No ambiguity in any provision of the General Terms or any Confirmation shall be construed against a party by reason of the fact it was drafted by such party or its counsel. Acceptance of, or acquiescence in, a course of performance rendered under the General Terms or any Confirmation shall not be relevant or admissible to determine the meaning of the General Terms or any Confirmation, even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. The General Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, and successors.

## **15. FORCE MAJEURE:**

Neither Buyer nor Seller shall be responsible for damages caused by delays, failure to perform in whole or in part any obligation hereunder (other than the payment of money), or non-compliance with any of the terms hereof when such delay, failure or non-compliance is due to or results from causes beyond the reasonable control of the affected party, including without limitation acts of God, fires, flood, adverse weather, perils of the sea, war (declared or undeclared), terrorist actions (threatened or actual), embargoes, accidents, strikes, labor disputes, failure of, or shortage of vessels, or barge services normally available to Seller, breakdown of or damage to, or shortage in facilities used for production, refining or transportation of Bunkers, acts in compliance with requests of any government authority or person purporting to act on behalf thereof, or any similar causes. Notwithstanding the provisions of this clause, the Buyer shall not be relieved of any obligation to make payments for all sums due hereunder.

## **16.LAW AND JURISDICTION:**

This agreement shall be governed and construed in all particulars by Turkish Law and any dispute arising in relation hereto shall be referred to arbitration in Istanbul with each party appointing its own Arbitrator and, in the event of disagreement between them, a third Arbitrator to be appointed by the two so chosen.



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