



General Terms and Conditions

effective from 02 January 2024

1. INTRODUCTION

These Standard Terms and Conditions of Sale ("Standard Terms") are the terms and conditions under which OCEANLINK ENERGY CO LTD (collectively referred to as the "Company") will enter into agreement (the "Agreement") with a counterparty (the "Buyer") to supply the Buyer with marine bunker fuels, and/or lubricants and/or other products ("Product"). The Company and the Buyer may be referred to herein as the "Party" or "Parties".

2. DEFINITIONS

2.01 Buyer: The Party so described in the Confirmation together with any agent, principal, associate, manager, partner, servant, parent, subsidiary, owner or shareholder thereof.

2.02 Due Date: The date specified in the Confirmation for payment of the Price and any and all other fees, costs, charges and like items.

2.03 Gender, Singular and Plural: Unless the context otherwise requires, all references in the Agreement to one gender shall be deemed to include all others and references to the singular shall be deemed to include the plural and vice versa.

2.04 Physical Supplier: The person who physically supplies the Product to the Vessel together with that person's servants, agents, successors, subcontractors and assigns. The Physical Supplier may be the Company or any other person.

2.05 Place of Supply: The port or other readily identifiable geographical area specified in the Confirmation wherein or adjacent to which is the Point of Delivery.

2.06 Point of Delivery: The precise place at which Delivery is to be effected as provided in the Confirmation or as thereafter confirmed, advised or revised by the Company or the Physical Supplier being a berth, mooring, anchorage or other point within, adjacent to or associated with the Place of Supply.

2.07 Price: Shall be as set forth in the Confirmation and subject to Clause 10 of these Standard Terms.

2.08 Headings: The use of headings and explanatory notes is for convenience and elucidation only. They are not part of the Agreement.

2.09 Vessel: The vessel, ship, or craft duly nominated to receive Product as specified in the Confirmation or to which the Product is delivered.

2.10 Written, in Writing and Notice: Any requirement for written communication, including the giving of any notice, may be fulfilled by the use of letter post, courier, telex, facsimile transmission, e-mail or any other medium that produces a tangible result for the intended recipient. The communication shall be deemed to have been given and received upon completion of transmission for any electrical or electronic medium, within two working days of dispatch for first class inland letter post, within five working days of dispatch for second class inland letter post and airmail and on the expiry of the declared or guaranteed time for delivery of any courier or monitored service.

3. ENTIRETY AND VALIDITY.

3.01 Each Agreement between the Company and the Buyer consists of the Company's "confirmation of stem" (the "Confirmation") and the Standard Terms which constitute the entire Agreement between the Parties. In the event of any conflict between the Standard Terms and the Confirmation, the terms of the Confirmation shall prevail, except as provided for in Clause 15. Under no circumstances will the Buyer's terms and conditions be considered part of the Agreement.

3.02 No change, addition or amendment to the Agreement shall be of any force or effect unless and until expressly confirmed in writing by the Company. If any provision of the Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect.

3.03 Binding Agreement. The order for Product shall be considered firm and binding upon Buyer's acceptance of price quoted by Company. Confirmation in writing by the Company may be provided to Buyer but the absence of such confirmation shall not avoid the agreement of sale.

4. FORCE MAJEURE.

4.01 The Company shall not be liable for any failure to fulfill any term or condition of the Agreement if fulfillment has been delayed, hindered or prevented by any circumstances whatsoever which are not within the immediate control of the Company, including, but without limiting the generality of the foregoing, any act of God, act of third party, fault or failure of vessel, master or crew, act or omission of Buyer, strike, lockout or labor dispute or reasonable apprehension thereof, any government order, request or restriction, any limitation restriction or interruption to existing or contemplated sources of supply of Product or the means of supply thereof including but not limited to failure to deliver by the Physical Supplier.

4.02 In the event that performance is prevented or delayed by Force Majeure, the Company may cease or reduce deliveries in any manner as it may determine in its sole discretion. Nothing in the provision shall be deemed to excuse Buyer from its obligation to make payments for Marine Fuels delivered.

5. BROKERS AND AGENTS.

5.01 Unless the party with whom the Company is corresponding specifically declares to the Company prior to issuing the Confirmation by the Company that the party with whom the Company is corresponding is not the Buyer and at the same time provides to the Company the full name and address of the Buyer, then the party with whom the Company is corresponding shall be deemed to be the Buyer.

5.02 Without prejudice to the provisions of Clause 5.01, in the event that the party with whom the Company is corresponding is an agent of the Buyer then the party with whom the Company is corresponding shall be jointly and severally liable with the Buyer to perform the Buyer's obligations under the Agreement, notwithstanding that the party with whom the Company is corresponding purports to contract as a mere agent.

6. ASSIGNMENT.

Buyer shall not assign its interest in the Agreement without the prior written approval of the Company. The Company may assign the Agreement and if so will notify the Buyer.

7. DELIVERY.

7.01 If the Company at any time and for any reason believes that there may be a shortage of Product at the Place of Supply, in its absolute discretion it may allocate its available and anticipated supply of Product among its customers in such a manner as it may determine.

7.02 The Company shall not be required to deliver Product into any of the Vessel's tanks or other places that are not regularly used for storage of bunkers or lubricants or other products as the case may be and shall not be required to deliver any Product the export of which requires a Government permit which permit has not been obtained.

7.03 Delivery shall be accomplished in one or more consignments at the Point of Delivery by such means as the Company shall deem appropriate in the circumstances.

7.04 In the event of delivery by barge, the Buyer shall, at its own expense, provide a clear and safe berth for the barge(s) alongside the Vessel's receiving lines and shall provide all necessary equipment, facilities, personnel and assistance required to effect delivery. The Buyer agrees to pay and indemnify the Company against all claims and expenses in respect to any loss, damage or delay caused by the Vessel to any barge and/or its equipment. Where lighterage is employed, lighterage charges shall be for the account of the Buyer. Lighterage will be charged on the quantity delivered to the Buyer's Vessel in accordance with the rates and charges of the barge contractor. Deliveries of diesel, gas oil and other similar grades of product made at the same time as heavy marine fuel may necessitate delivery on two or more barges will be subject to separate charges.

7.05 Buyer shall make connection between the pipelines or delivery hoses and the Vessel's intake line and shall render all other necessary assistance and provide sufficient tankage and equipment to receive promptly each and every consignment of the Delivery. Buyer is responsible for ensuring that Product is delivered at a safe rate and pressure and that all equipment utilized therefore is in a safe and satisfactory condition.

7.06 Title shall pass to Buyer as the Product passes the flange connecting the Physical Supplier's delivery facilities with the receiving facilities provided by the Buyer, whether Product is delivered ex-wharf or by barge. At either location, pumping shall be performed under the direction of Buyer or Buyer's Vessel personnel.

7.07 The Company's responsibility for Product shall cease and the Buyer shall assume all risks and liabilities relating thereto, including loss, damage, deterioration, depreciation, contamination, evaporation or shrinkage of Product and responsibility for loss, damage and harm caused by pollution or in any other manner to third parties as the Product passes the flange connecting the Physical Supplier's delivery facilities with the receiving facilities provided by the Buyer, whether Product is delivered ex-wharf or by barge.

7.08 The quantity of Product delivered hereunder shall be determined at the Physical Supplier's option by one of such generally recognized methods of measurement as is appropriate in the circumstances.

7.09 The Product to be delivered shall be as specified in the Confirmation and, other than as more precisely specified therein, shall be one of the Company's commercial grades of Product as currently offered generally to its customers at the time and Place of Supply for marine bunkering or lubrication purposes. Except as expressly set forth in the Confirmation, NO WARRANTIES, EXPRESS OR IMPLIED AS TO QUALITY OR FITNESS FOR ANY PURPOSE, ARE GIVEN OR FORM PART OF THE AGREEMENT. Buyer acknowledges and warrants that it is Buyer's responsibility to test the Product delivered and to ensure that it is proper in all respects prior to use of such Product on Buyer's Vessel.

7.10 Responsibility for establishing compatibility of Product delivered with any other product or products and for segregating or co-mingling the same rests solely with the Buyer it being understood however that incompatibility of the Product with existing product on the Vessel is not a ground for rejection of the Product by Buyer.

7.11 The Company may discharge its obligation to deliver Product as specified in the Confirmation by supplying in substitution thereof product of a different grade and/or brand name, provided that such substitute product is of an equivalent or superior specification to that specified in the Confirmation.

7.12 Subject to the availability of Product and facilities at the Place of Supply and Point of Delivery, the right of the Company to set priority among vessels and subject to the Buyer giving notice in accordance with Clause 7.15, the Company will use its best efforts to ensure that Product is delivered promptly but the Company shall not be responsible for any loss, expense, damage or increased costs incurred in consequence of the Vessel not being supplied promptly or otherwise being delayed or restrained for any reason whatsoever.

7.13 The Buyer is responsible for ensuring that the Vessel is ready to receive Product at the Point of Delivery on the expiry of the notice given in accordance with Clause 7.15.

7.14 In the event that the Vessel's arrival at the Point of Delivery is delayed or likely to be delayed, the Buyer must timely advise the Company. The Buyer should also ensure that the Vessel's agent at the Place of Supply is similarly informed and that the agent advises the Physical Supplier accordingly. At the Buyer's request the Company will use its best efforts to supply a delayed Vessel on the terms originally agreed but reserves the right to pass on to the Buyer all additional costs, including increased Price, arising from the Vessel's delayed arrival.

7.15 Notice and Other Delivery Requirements. The Buyer must give not less than 72 hours notice (excluding Sabbaths, holidays and other non-working days at the Place of Supply) of the Vessel's readiness to receive Product to the Company and to the Physical Supplier. Notice must be given during the Company's normal business hours (Monday to Friday inclusive, 0800-1800 Seoul time as the case may be). Notice given outside these hours will be deemed to have been given at 0800 on the first business day thereafter. Furthermore, it is

in all circumstances and on all occasions the responsibility and duty of the Buyer to ascertain and, where appropriate, to comply with:

a. The precise requirements of the Physical Supplier and any other person, body or authority in respect of the giving of notice of the Vessel's time of arrival at the Point of Delivery.

b. The exact location of the Point of Delivery

c. Any particular requirements to enable Delivery to be effected as efficaciously as possible, including requirements relating to approvals, permits, equipment and personnel. The Buyer is advised to instruct its agent at the Place of Supply to liaise with the Physical Supplier so as to ensure compliance with these provisions.

7.16 In response to a specific request for information from the Buyer in respect of the Point of Delivery, the Company will use its best efforts to obtain or provide the information requested, provided however that such information shall not become a contractual representation and the Company shall bear no responsibility its accuracy.

7.17 Without prejudice to Clause 7.07 the Company may at any time and without notice take any steps which it considers necessary to protect the environment from damage arising from spillage or transport of Product. Any action so taken shall be on behalf of and at the expense of the Buyer.

8. CANCELLATION AND BREACH.

8.01 Cancellation by Buyer Prior to Delivery. If Buyer cancels, terminates or otherwise fails to take delivery, in whole or in part, of the quantities nominated, Buyer shall be responsible for any costs resulting from such failure, including without limitation, lost profits and any costs and expenses incurred by the Company to downgrade Product or return unaccepted quantities of the Product. In such instance, the Company shall not be responsible for any costs resulting from such failure, including without limitation, replacement costs and expenses incurred by Buyer.

8.02 The Company may treat any other breach by the Buyer of any express term of the Agreement as a breach of a condition and it may, at its discretion, continue to perform under this Agreement or treat the Agreement as repudiated or terminated and seek such remedies, as it considers appropriate. Nevertheless, the provisions of Clauses 14, 15 and 16 shall survive the termination of the Agreement in any event.

9. LIENS.

9.01 Where Product is supplied to a Vessel, in addition to any other security, the Agreement is entered into and Product is supplied upon the faith and credit of the Vessel. It is agreed and acknowledged that a maritime lien against the Vessel is thereby created for the all amounts owed by Buyer to the Company for supplying the Product to the Vessel and that such maritime lien may be enforced in any court of competent jurisdiction. The Buyer represents that it is the Vessel's Owner, or Charterer, or a person authorized by the Vessel's Owner or Charterer to order the Product. The Buyer, if not the Owner of the Vessel, hereby expressly warrants that Buyer has the authority of the owner to pledge the Vessel's credit as aforesaid and that he has given notice of the provisions of this Clause to the Owner.

9.02 Any notice by Buyer that a maritime lien on the Vessel may not be created because of the existence in Buyer's charter of a Prohibition of Lien Clause, or for any other reason, must be given to the Company in the initial order for Product, in which case no credit can be granted to Buyer and the Product shall be paid in cash or equivalent prior to delivery. The Company shall not be bound by any attempt by any person to restrict, limit or prohibit its lien or liens attaching to a Vessel unless notice in writing of the same is given to the Company in the initial order for Product and before the Company sends its Confirmation to the Buyer. Any notice of such restriction given by Buyer, its agents, ship's personnel or other person later than in the initial order shall not effect a modification of the terms and conditions of sale except that any granting of credit by the Company is rescinded on receipt of the notice, with full payment then due.

10. THE PRICE

10.01 The Price as stated in the Confirmation shall not be subject to variation except as may be provided in Clause 7.14. In all other cases having agreed to the Price of the Product, the Company will endeavor to refrain from making any increase. However, the cost of Products is volatile and the Company therefore reserves the right to increase the Price at any time before Delivery. Notice of the increase will be given during the Company's normal business hours (Monday to Friday inclusive, 0800-1800 Seoul time as the case may be). Notice given outside these hours will be deemed to have been given at 0800 on the first business day thereafter. In such event, the Buyer may forthwith give written notice to the Company of cancellation of the Agreement without penalty. If no such notice is received within one hour of the Company advising the Buyer of the increase of the Price, the Buyer shall be deemed to have agreed to the revised Price and the Agreement so revised shall remain in full, force and effect and any cancellation thereafter shall be subject to the penalties set forth in Clause 8 of this Agreement.

10.02 In addition to the Price of the Product, the Buyer agrees to pay for any charges raised in respect of taxes, freight, barge, vehicle, wagon or cleanup costs including overtime, insurance, pilotage; port dues and any and all other costs and expenses incurred by or charged to the Company. Such charges, costs and expenses will be passed on to the Buyer at the rates charged to the Company as and when they are advised

to the Company and together with the Price shall for all purposes constitute the Price due from the Buyer to the Company for the Product supplied.

10.03 The Buyer or his representative should attend Delivery and obtain at that time all outstanding information relating to Delivery, including the exact quantities and precise specification of Product delivered. Unless otherwise requested by the Buyer prior to issuing of the Confirmation by the Company, the Company shall be under no obligation at any time to produce to the Buyer any evidence of Delivery to the Vessel. It is expressly agreed that the furnishing by the Company of proof of Delivery is not a prerequisite to payment of the Price.

11. PAYMENT.

Except to the extent special payment terms have been agreed and set out in the Confirmation, each of the following terms shall apply:

- a. Payment of the Price will be made in United States dollars to the bank and account specified by the Company in full without deduction for any reason whatsoever including, withholding or deferment on account of any claim, counterclaim, or set-off, so as to ensure that the Company receives full value for the payment in cleared funds on or before the Due Date.
- b. Due Date is as provided in the Confirmation or, in default, the date of Delivery.
- c. Timely payment is of the essence of the Agreement.
- d. Late payment will incur a financial charge to Buyer of 2% per calendar month on the outstanding sum calculated on a daily basis from Due Date until receipt by the Company. Accrued financial charges will be added to and become part of the outstanding sum at monthly intervals. In the event that the contractually agreed rate of financial charge specified in the Agreement is in excess of that permitted by relevant law, there shall be substituted the maximum amount so permitted.
- e. Payment will be made by way of telegraphic, telex, swift or rapid electronic transfer to the bank and account specified by the Company. All bank and other charges, if any, incurred in effecting remittance will be for the account of the Buyer. Advice of remittance, including identifying references, should always be given to the Company.
- f. Payments received by the Company from or on behalf of the Buyer, notwithstanding any specific request to the contrary, will be applied to obligations owing by the Buyer at the sole discretion of the Company and may be applied in the following order in diminution or extinction of:
 - i. Accrued financial and other charges in respect of transactions for which the principal sum has been previously

paid.

ii. Accrued financial and other charges arising from all other transactions

iii. Any principal sum or sums due and outstanding commencing with the oldest and proceeding chronologically thereafter to the most recent.

iv. Any principal sum which the Company knows or reasonably expects will fall due at a future date.

g. The Company may in good faith vary, amend, withdraw, substitute or add to the terms relating to payment at any time in the course of a transaction in such a manner as it shall in its absolute discretion consider necessary to protect its interests.

h. The Company may at any time, with or without cause and without prejudice to all other rights and remedies which it may have, give notice to the Buyer that credit facilities from the Company to the Buyer are withdrawn or suspended as the case may be and all sums outstanding shall thereupon fall due for immediate payment.

i. In the event that the Buyer or any subsidiary or parent thereof shall commit an act of bankruptcy or shall be the subject of proceedings, judicial or otherwise commenced for debt, bankruptcy, insolvency, liquidation or winding up, the Company may forthwith terminate the Agreement. In case of bankruptcy, and to the extent permitted by law, Buyer agrees that Company possesses priority over all other contract claims against Buyer.

j. The full legal and other costs and expenses incurred by the Company including those of the Company's own legal department and of other lawyers in connection with any cancellation or breach by the Buyer of any term of the Agreement including but not limited to actions for debt shall be for the Buyer's account and shall for all purpose form part of the Price due from the Buyer to the Company for Product supplied.

12. CLAIMS, DISPUTES AND PRECAUTIONS.

12.01 Because the Company is frequently placed under strict limits by its suppliers for the presentation of claims, it is necessary that it too impose rigid time limits on receiving notice of claims from its buyers. In consequence of the Company's strict time limits, Buyer should ensure that they maintain their own equally strict internal checking and reporting procedures. It must be clearly understood that the Company will not relax its time limits in any circumstances.

12.02 Written notice of any claim or potential claim must be given to the Company within the time limit specified. It is the Buyer's responsibility to ensure that notice is received by the Company, whose confirmation of receipt is required. Regardless of whether a claim or dispute has arisen or is anticipated, the Buyer must always give prompt notice to the Company of any discrepancy, error or omission present in any form or document tendered, submitted or produced by the Physical Supplier and of any unusual occurrence relating to the Delivery.

12.03 To enable the Company to investigate and pursue a claim the notice must give sufficient information for the Company to be able to identify the relevant transactions, the nature of the complaint and the loss or damage alleged. Any notice which does not give such sufficient information will not be valid. For the same reasons, the Buyer must provide a full and complete response to any and all questions, enquiries and requests made of it by the Company concerning the claim and matters relating thereto.

12.04 Quantity Claims are most easily avoided by ensuring high standards of checking before, during and after Delivery by an Officer of the Vessel's crew or other senior representative of the Buyer.

a. For bulk deliveries, delivery barges, wagons and vehicles must be checked by the Buyer by tank dipping to measure the contents and ensure full turnout. Flow meters must be checked by the Buyer for seals, correct settings and calibration, and general condition. All of these checks must be carried out by the Buyer before and after delivery of each consignment and each barge, wagon or vehicle tank load. The Delivery must be supervised by the Buyer at all times and care must be taken in ensuring that all documentation is complete and accurate before signing and stamping. Any discrepancies must be recorded on the Physical Supplier's delivery receipt. Unless these procedures are followed it is nearly always impossible for a claim to be substantiated. The Company will reject claims for short delivery where these receiving procedures are not followed.

b. The Company will not accept a claim for short delivery based upon figures obtained by measuring Product in the Vessel's tanks.

c. The time limit for receipt by the Company of notice of a quantity dispute is seven (7) days from the date of Delivery or such shorter period as specified in the Confirmation.

12.05 It is the Buyer's responsibility to ensure that the Quality of the Products tendered for Delivery are those which are required by the Vessel and that the Products are delivered into the correct tanks.

a. Two representative samples of every consignment and load of the Delivery must be taken as Delivery proceeds. The samples must be signed and sealed by a representative of the Physical Supplier and by an officer of the Vessel or other senior representative of the Buyer. One set of samples must be retained by the Buyer, the other by the Physical Supplier.

b. Buyer must check that all documentation is in order and to note discrepancies on the Physical Supplier's delivery receipt before signing and stamping.

c. In the event of the Buyer having grounds to believe that the Product supplied does not accord with the relevant description in the Confirmation or is defective, the Buyer shall immediately:

i. Take all reasonable steps to mitigate the consequences of having been supplied with possibly defective or incorrect Product.

ii. Give notice with full details of the possibly defective or incorrect Product to the Company together with the Vessel's position, destination and ETA; the quantities and locations of all bunkers on board the vessel, the rate and quantity of consumption since delivery and the location immediately prior to consumption of bunkers consumed; for each of the three preceding deliveries to the vessel, the quantity, quality and specification of Product supplied, the place and date of supply, and the name of the supplier.

iii. Inform the Company of the whereabouts of the Buyer's Set of Samples.

d. In the event of a claim lodged by Buyer within the time limit set forth in clause 12.09

e. the Company shall proceed to have the Physical Supplier's samples analyzed by a reputable independent testing laboratory and the results of such analysis shall be binding upon the Parties hereto.

f. If it is alleged that any equipment or machinery has been damaged by defective Product, full details must be given to the Company at the earliest opportunity and the item must be preserved and made available for inspection on demand, at any reasonable time or times, to the Company or its representative. The foregoing shall not be considered an undertaking of any liability by the Company or a waiver of the Company's rights hereunder.

g. The time limit for receipt by the Company of notice of a quality claim is seven (7) days from the date of Delivery or such shorter period as is specified in the Confirmation.

12.06 Notice of all other claims, specifically excluding any and all claims relating to or associated with those relating to matters of quantity or quality which are subject to the time limits set out in sub-clause 12.04 c. & 12.04 g. and 12.05 f. above, should be given to the Company as soon as reasonably possible and in any event no later than twenty eight (28) days from the date of Delivery

12.07 After providing notice of a claim, Buyer shall, within thirty (30) days from date from the submission of the claim, furnish to the Company all documentation supporting Buyer's claim, including, but not limited to, all analyses performed on the Product. Buyer shall immediately give the Company reasonable opportunity to inspect the Vessel, including, without limitation, its engines, fuel tanks, equipment, logs, records and copies of communications, including communications between Vessel and the Buyer (and/or between Vessel and owner, operator or technical manager), as well as communications to and from fuel testing organizations consulted by Buyer or Vessel interests.

12.08 If Notice of a Claim is not provided within the respective periods in 12.04, 12.05 and 12.06 above or the

conditions in 12.07 are not met as set forth therein, Buyer shall be time-barred from making a claim. The Parties also agree that any such claim is time-barred, if litigation is not commenced within one (1) year of the Delivery date.

12.09 A claim of any nature by Buyer does not relieve Buyer of the responsibility and obligation to make full and timely payment of all amounts billed by the Company.

12.10 If, after 21 calendar days from the date that Buyer registers a quality complaint to Seller, no agreement has been reached between the two parties, Seller reserves the right to have one of its barge retained sealed samples independently analyzed and for the results to be final and binding upon both parties. The cost of any analysis shall be borne by Buyer, unless the complaint as to the quality is shown to be justified.

12.11 In any event, the Seller's obligation hereunder shall not exceed the direct expenses incurred for the removal and replacement of the Products, and shall not include any consequential or indirect damages, including, without limitation, demurrage claims, loss of opportunity or loss of profit. Should the Buyer remove the Products without the prior consent of the Seller, all such costs incurred in doing so shall be for Buyer's account.

12.12 If the sample analysis results are within the recipient confidence limit in ISO 4259 (or any subsequent amendments to it), the marine fuels shall be considered to be on-specification. The Buyer shall provide a separate analysis of a vessel BDN sample (from a laboratory to be mutually agreed) if requested by the Seller.

12.13 If a quality claim complies with the foregoing provisions in this clause, the Seller shall arrange for specific alleged off-specification parameter(s) of a Supplier barge retained sample to be analyzed at an ISO certified independent inspection company (the "Test"). Where the parties do not agree on the choice of inspection company and/or location of laboratory for the Test the Seller is entitled to choose at its sole discretion. The Buyer (or its representative) may at the Buyer's cost witness the entire test and/or the breaking of the seal but failure by the Buyer to do either will in no way prejudice the validity of results of the Test.

13. WAIVER

The failure by any Party to the Agreement to enforce any right against any other Party shall not be construed as a waiver of that right or in any way affect the validity of the Agreement. In particular, the granting by the Company of any additional time to make payment or the waiving or reducing of any financial or other charge shall not prevent the Company at any time thereafter from relying upon its strict contractual rights.

14. INDEMNITY.

14.01 Buyer hereby indemnifies the Company in respect of all damage or injury occurring to any person or to any property and against all actions, suits, claims, demands, costs, charges, or expenses arising in connection therewith to the extent that the same shall have been occasioned by the negligence or default of the Buyer, his servants or agents or any third party in the course of performance of or arising out the Agreement.

14.02 Buyer shall also indemnify and hold harmless the Company, the Physical Supplier, the fuel barge contractor and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of services or the providing of Product under this Agreement, including claims, damages, losses, penalties or expenses arising under any air, water quality or hazardous waste statute, regulation or ordinance, hereinafter referred to as "pollution claims", regardless of whether or not such claim, damage, loss, or expense is caused by the Company, the Physical Supplier or the fuel barge contractor, their agents or employees.

15. LIMITATION OF LIABILITY.

15.01 Notwithstanding any provision in this Agreement or in the Confirmation to the contrary, to the extent permitted by Law, the Company shall not be liable to the Buyer for any loss or damage, including loss of profit or any other consequential damages or loss whatsoever arising from any cause whatsoever whether in contract, tort or otherwise including the negligence of the Company, its servants, agents or sub-contractors beyond the difference in the value of the Product and the goods actually supplied, but in no event to exceed the amount of \$20,000.

Consequential damages or loss includes lost profits and any and all damage claims involving any delay in delivery, failure to make delivery, supply chain interruptions, and contracts and/or prospective contracts, detention, demurrage, charter hire, crew wages, towage, pilotage, lost profits, barge delivery charges and increased and increased costs or expenses in obtaining replacement fuel.

15.02 Buyer acknowledges and warrants that it is Buyer's responsibility to test the Product delivered and to ensure that it is proper in all respects prior to use of such Product on Buyer's Vessel. Accordingly, the Company shall not be responsible for any damage to Buyer's Vessel, including without limitation, its machinery, tanks or their contents, caused by Delivery of improper, defective or the wrong type of Product.

15.03 It is a pre-condition to the payment of any compensation by the Company that all sums standing due to the Company from the Buyer are first paid and settled.

15.04 The Seller and/or Supplier shall not be liable for any special, indirect, consequential, punitive or exemplary damage of any kind, including but not limited to loss of prospective profits, anticipated cost, savings contracts, or financial or economic loss, claims, including negligence of the Seller and/or Supplier, its

agents, servants or sub-contractors, arising out of, or in connection with, the performance or non-performance under the Contract.

15.05 Disclaimer of warranties. The product is sold as is where is any implied warranties whatsoever, whether statutory or otherwise, including the warranties of merchantability and fitness for a particular purpose or of condition, and any oral or implied agreements are expressly excluded and disclaimed.

16. MISCELLANEOUS PROVISIONS.

16.01 Insurance. The Buyer is responsible for effecting and maintaining insurance which will fully protect the Buyer, the Company and all third parties from all risks, hazards, and perils associated with or arising from the Agreement and Delivery.

16.02 Licenses, Permits and Approvals. The Buyer is responsible for obtaining all necessary permits, licenses, and approvals required to enable both Parties to execute all of their obligations under the Agreement.

16.03 Good Practices. The Buyer shall, in addition to observing and complying with the terms of the Agreement, abide by generally accepted good operating practices and procedures all in compliance with local rules and regulations.

16.04 The Sales Contract shall be governed by and construed in accordance with the law of the Republic of Korea without regard to the conflicts of law rules that may require the application of laws of another jurisdiction. The Convention on the International Sale of Goods (Vienna 1980) shall not apply

16.05 Bankruptcy. In the event of a conflict between, admiralty and bankruptcy jurisdiction, the Parties expressly agree that admiralty jurisdiction pre-empts bankruptcy jurisdiction with respect to the rights and obligations of the parties under this contract, and with respect to enforcing maritime lien or attachment rights.

16.06 Seller abides by international trade sanctions regulations, including those of the USA, UK and European Union and expressly reserves the right at any time, without liability, to terminate the Contract and/or not to fuel or deliver to Vessels or persons which are subject to or are carrying flags of any country(s) subject to US or international trade sanctions.

16.07 Attorneys' Fees. The Company is entitled to recover attorney's fees and expenses in the event of prosecution of claim for non-payment of liquidated damages or for Product supplied.