

Gulf Oil Marine Limited

DELIVERY TERMS AND CONDITIONS

1. SCOPE AND APPLICATION

These Delivery Terms and Conditions (“DT&C”) are to be read in conjunction with the Gulf Oil Marine Limited (“Gulf”) International Price List (“IPL”), Gulf’s International Ports Directory (“IPD”) and any Marine Lubricants Sales Agreement (“Sales Agreement”) entered into between Gulf and a buyer of Marine Lubricants thereunder (the “Buyer”) for the supply of Gulf’s marine lubricants described in the IPL and IPD (the “Marine Lubricants”). Capitalised authorised terms used but not defined herein shall have the meaning given to them in the applicable Sales Agreement.

As used in these DT&C (i) the term “Gulf” shall include and be deemed to apply to Gulf’s affiliates, agents and authorised representatives engaged in delivering Marine Lubricants hereunder, and (ii) the term “Buyer” shall be deemed to include (and these DT&C shall be binding upon) Buyer’s agents, principals and affiliated companies who are engaged in purchasing, ordering, receiving or facilitating the delivery of Marine Lubricants under this Agreement (including the owners of any vessel to which delivery of Marine Lubricants is made hereunder).

These DT&C, the IPD and the IPL as in force on the applicable delivery date shall apply to all orders, purchases, sales and deliveries of Marine Lubricants under any Sales Agreement. In the event of any conflict between the terms and conditions in these DT&C, the IPL or the IPD and the terms and conditions in a Sales Agreement, as between Gulf and the applicable Buyer the terms and conditions of the Sales Agreement shall govern.

The IPD details the logistics options for the delivery of Marine Lubricants available in each port, together with other key information relating to deliveries and Marine Lubricant availability at each port covered therein. The IPD is incorporated herein by reference.

2. PRICING

- **All Base Prices** in the IPL are quoted for true bulk and in US Dollars (USD) per 100 litres.
- **Discount Rates** applicable to the Base Prices for Marine Lubricants as agreed between Gulf and Buyer are set forth in the Sales Agreement. Such Discount Rates apply only to the Base Prices for Marine Lubricants and do not affect other charges due under these DT&C, the IPL or the IPD (unless otherwise expressly agreed in the Sales Agreement).
- **Port Differentials** as set out in the IPL and/or the IPD shall apply to all deliveries hereunder, in addition to the Base Prices (or, as applicable, the Discount Rates). Such Port Differentials reflect the logistics costs incurred by Gulf in making Marine Lubricants available for delivery at the ports covered by the IPL and IPD, and are not intended to reflect or cover all potential delivery charges which may be incurred in connection with a delivery of Marine Lubricants to a vessel at such port (the costs of which are to be borne by Buyer in accordance with the terms and conditions of the Sales Agreement, these DT&C, the IPL and the IPD).

• **Packaging and Additional Charges:** As the case may be, packaging and additional charges are applicable and detailed under Clause 3 below.

• **Local Taxes and Duties – Duty Paid Charges:** Prices are always quoted duty free which means exclusive of any local taxes or duties of whatever nature that may apply according to the regulations of the country where the delivery of Marine Lubricants occurs. Gulf will always endeavour to deliver duty free Marine Lubricants from a bonded warehouse or duty free area. However, in duty paid ports or areas, whenever duties and taxes are imposed on the delivery of Marine Lubricants, such duty and taxes (including any goods and services taxes, sales taxes or value added taxes) shall be borne by Buyer.

3. ADDITIONAL CHARGES

Buyer shall pay any additional charges applicable to each Marine Lubricants delivery in a concerned port. Such additional charges include, but are not limited to, the following:

a. Packaging charges:

Drum: 35 USD / 100LTR
Pail: 52 USD / 100LTR

b. Pumping ex-Drum Charges:

Pumping ex-drum charges shall be per the IPD. Additional length of hoses beyond 66 feet in length (20 metres) shall be charged to Buyer at rental cost. For pumping ex-drum charges, the drum packaging charge will apply as per the conditions mentioned above.

c. Working Hours and Port Limits:

As discussed in connection with Special Deliveries under Clause 4(e) below, extra charges may apply for deliveries on public holidays or on other non-working days as per local conditions, at night, that incur overtime, outside of normal local office hours, as well as for deliveries made outside of port limits.

d. Barging charges:

Except when barging charges are specified in a Sales Agreement, Gulf will endeavour to notify Buyer of any barging charge prior to the delivery and provide Buyer with an estimate or quote for such charges. Buyer will be responsible for all barging charges incurred in connection with the delivery of Marine Lubricants hereunder, even where such charges are higher than as estimated or quoted by Gulf.

e. Minimum Delivery charge:

A minimum delivery charge will apply for all orders, should their total volume be below the minimum order quantity for the port of delivery (as mentioned in the IPD). The amount of this Delivery Charge will be calculated on the basis of the logistic costs involved by Gulf Oil Marine for arranging the mentioned delivery.

f. Other Charges:

Gulf will use its reasonable endeavours to provide Buyer

with a quotation of estimate of all delivery charges applicable when confirming an order. Special Deliveries (and, in some cases, Regular Deliveries), cancellations of orders, the cancellation of a scheduled delivery or the rescheduling of a delivery hereunder, and any special requests by Buyer, may be subject to additional charges which are not set out specifically in these DT&C and which are not able to be fully determined by the parties at the time an order is placed by Buyer or confirmed by Gulf. Gulf will use its reasonable endeavours and act in good faith to provide Buyer with a quotation or estimate regarding any costs associated with any such deliveries, cancellation, rescheduling or other request, but Buyer acknowledges that it is not always practical or possible for Gulf to determine accurately in advance all of the charges that will apply and that many costs arising in such circumstances are outside the reasonable control of Gulf. Buyer will nonetheless be responsible for all costs and expenses actually incurred by Gulf (including any payments Gulf has made to third party delivery service providers or any fees payable to third parties due to local port conditions at the time of the delivery) in making, cancelling or re-scheduling such deliveries, even where such charges exceed any quotation or estimate provided by Gulf.

g. Changes in Deliveries due to Buyer:

Buyer shall be responsible for the consequences, costs and expenses (in particular the vessel’s demurrage costs) arising from the early arrival or from delays in the arrival or departure of the vessel or from changes in the timing of the scheduled delivery of Marine Lubricants to the vessel which result from a decision, act or omission of Buyer, the vessel Master or their agents and representatives. Any costs incurred by Gulf (in particular overtime charges from physical delivery suppliers and barge demurrage) resulting from any such decision, act or omission shall be borne by Buyer and reimbursed to Gulf.

h. Changes in Order Quantity:

Whenever a Purchase Order Confirmation is issued for a determined quantity of any Marine Lubricants, but the quantity actually required by the vessel is less than that set forth in such Purchase Order Confirmation, Buyer shall be liable for all costs actually incurred by Gulf in relation to the return of Marine Lubricants to storage or warehouse.

4. DELIVERIES

a. Access to Vessel:

- Buyer shall provide Gulf with a safe and practicable access to the vessel, in compliance with all applicable laws and regulations so to allow for smooth delivery of the Marine Lubricants, taking into consideration the type of delivery process requested (e.g., barge, truck, etc.) by Buyer.
- Buyer shall ensure in case of barge delivery a clear and safe berth alongside the vessel. Any vessel receiving delivery of Marine Lubricants shall be subject to Gulf’s acceptance and will not be moored at wharf or alongside other marine loading facilities unless free of all conditions, difficulties, peculiarities, deficiencies or defects which might impose hazards in connection with the mooring, unmooring or supply of the Marine Lubricants. Whenever safe and lawful access has not been provided by Buyer, Gulf will not be held liable if the delivery may not be implemented.

- The vessel will be supplied as promptly as circumstances permit, but Gulf shall not be liable for any loss, expense, damage, delay or demurrage whatsoever which may be suffered by Buyer or the vessel or vessel owner as a result of any delay arising from congestion at the terminal, weather conditions or when in Gulf’s opinion clear and safe berth or the assistance of qualified staff to secure moorings is unavailable.

b. Permits: Gulf’s obligation to deliver Marine Lubricants hereunder is conditional on Gulf and Buyer obtaining such government permits and licenses in respect thereto as may be necessary. Gulf and Buyer agree to use reasonable efforts to obtain the necessary permits and licenses in a timely manner. Gulf shall not be required to deliver or arrange to deliver (and shall bear no liability hereunder for failure to deliver) Marine Lubricants the delivery or export of which a government permit is required but which has not been obtained by Buyer or on Buyer’s behalf.

c. Safety liability for the Marine Lubricants reception onboard vessel: Buyer and the Master of the vessel will be liable for procuring safe and environmentally respectful reception conditions for the Marine Lubricants onboard the receiving vessel as well as during any pumping operation or any other mode of delivery to the vessel, in compliance with all applicable laws and regulations and in conformity with good industry practice for the handling of Marine Lubricants.

d. Regular Delivery: Any delivery of Marine Lubricants made under the following conditions shall qualify as a “Regular Delivery” for the purposes of these DT&C and the Sales Agreement:

- to one of the ports listed in the IPD with the following symbols (*, ***, *****)
- within the port’s limits and the customs delivery zone
- on local working days and during normal local working hours; or
- to a Vessel contracted under a Sales Agreement
- pursuant to an order placed by Buyer at least as many days prior to the scheduled delivery date as the notice period applicable for such port set out in the IPD (the “Notice Period”)

e. Special Delivery: Any delivery or Marine Lubricants made or requested to be made under the following conditions shall qualify as a “Special Delivery” for the purposes of these DT&C and the Sales Agreement (and special or additional charges may apply to any such delivery):

- during public holidays or other local non-working days
- at night or where delivery extends into the night at the request of Buyer, the Master of the vessel or their agents or representatives
- outside port limits
- to a vessel other than as contracted for under Sales Agreement or to a vessel without a Sales Agreement not covered by a Sales Agreement in effect
- to ports not listed in the IPD or ports listed in the IPD with the following symbol: 
- for marine lubricants (or other products or fuels) of a type or grade not usually supplied by Gulf
- private terminals with special permits or access; or

- pursuant to an order placed within a period of time shorter than the Notice Period applicable for such port.

f. Product Discontinuance: Gulf may temporarily or permanently discontinue, or cause to be discontinued, the sale or supply of any Marine Lubricant at one or more ports or at all ports, without accruing any liability to Buyer, due to market conditions, supply or manufacturing constraints, changes in raw materials availability or pricing, changes in laws or regulations, or for other reasons that in the sole opinion of Gulf justify such discontinuance. In such instances, Buyer shall be free to purchase replacement marine products from other suppliers to the extent (and only to the extent) such Marine Lubricants are no longer available.

5. TRUE BULK DELIVERIES

a. True bulk delivery options are detailed in the IPD.

b. If the order for true bulk is below minimum quantity as stipulated in the IPD, Gulf will endeavour to propose options for implementing a true bulk delivery, provided that any additional costs for such delivery will be borne by Buyer.

c. Hoses for pumping: Gulf will provide up to 66 feet (20 metres) of hose length. If additional length of hose is required, Buyer or the Master of the vessel or the shipping agent shall advise Gulf in advance, taking into account the local berthing conditions in the port considered for delivery and other relevant factors. If additional lengths of hoses need to be rented by Gulf, such rental charges shall be invoiced at cost to Buyer who shall be liable for such additional cost.

d. Connection of the hoses on the vessel deck is the sole responsibility of the vessel's Master and his crew.

6. DELIVERY PROCESS CHECKLIST

A Marine Lubricants Safety and Delivery Process Check List ("DPC") shall be reviewed and signed by the vessel Master or the vessel Chief Engineer or one of their representatives for each delivery made hereunder.

The DPC form is annexed hereto as Appendix 1 and may be amended from time to time by Gulf to reflect both new regulations that may apply to Marine Lubricants deliveries or to improve safety or environmental protection during the marine delivery process.

Failing to sign the DPC whenever all conditions for the Marine Lubricants delivery are satisfied shall result in and be deemed to be an immediate cancellation of the order and delivery and Buyer shall bear all costs in relation to such cancellation.

7. TRANSFER OF RISK

Transfer of risk in the Marine Lubricants delivered hereunder shall pass:

a. In the case of bulk deliveries of Marine Lubricants, when the Marine Lubricants pass the flange connecting the delivery facilities with the receiving facilities provided by Buyer; or

b. in the case of packed Marine Lubricants or Marine Lubricants in drums, pails or containers, when the Marine Lubricants are placed alongside the vessel pursuant to and in accordance with "FAS" delivery terms under the "Incoterms 2010" (which shall mean the ICC Rules for the Use of Domestic and International Trade Terms (Incoterms) published in 2010 by the International Chamber of Commerce, Paris, France, as updated or amended from time to time). The Master or Chief Engineer or one of their representatives shall confirm the product type and quantity of drums, pails and or packs. If a quantity or product type discrepancy is received from the Buyer after the delivery is complete, the Buyer shall be responsible for the costs of returning or exchanging the products.

c. In the case of tote tank deliveries, the Master or Chief Engineer or one of their representatives shall confirm the tote tank(s) are fully cap sealed and the quantity of each tote tank is clearly marked and matches the quantities on the Delivery Receipt.

8. TRANSFER OF TITLE

Transfer of title and ownership of Marine Lubricants shall be only effective when such Marine Lubricants have been fully and definitively paid to Gulf by Buyer in accordance with the terms of the applicable Sales Agreement (provided that risk in such Marine Lubricants shall have passed to Buyer as set forth in Clause 7).

9. CLAIMS FOR QUALITY OR QUANTITY

a. All claims related to the delivery of Marine Lubricants hereunder shall be registered by the vessel Master, the vessel Chief Engineer or their representative by filing a Buyer Claim Form ("MCC") in accordance with to the terms and conditions of this Clause 9. The MCC form is annexed hereto as Appendix 2 (as the same may be revised by Gulf from time to time).

b. The claim should be specific and detailed and the signatory duly identified by name and title for proper follow up by Gulf.

c. In case of barge deliveries, if the barge is equipped with a flow-meter, such flow-meter reading or printed ticket shall be sufficient proof of quantities delivered. Gulf shall ensure that the calibration certificate issued by an independent surveyor or by the regulation authorities (as the case may be) shall be available for Buyer inspection. The reading of the flow-meter shall be final and binding and sufficient evidence of the quantities delivered.

d. Whenever the barge is loaded, or whenever a flowmeter is not available on board the barge, the quantities of Marine Lubricants shall be measured at loading, in the presence of the vessel Master, the Chief Engineer or their representatives. Such measurements shall be final and binding and considered as sufficient evidence of the quantities delivered.

e. Gulf's liability to Buyer for any claims in relation to the quantity or quality of Marine Lubricants delivered hereunder shall always be limited solely to the value of the Marine Lubricants delivered and fully paid for by Buyer.

f. Any action proceeding from a claim arising from or in connection with the delivery of Marine Lubricants hereunder must be initiated within 180 days after the date when such delivery of Marine Lubricants was implemented. Unless any legal action occurs within such 180 day period, Gulf shall be discharged automatically and in full of any and all liability in respect of such claim (including but not limited to counterclaims, offset or any other legal remedies).

g. Gulf shall not be liable for any non-conformity of the Marine Lubricants with the specifications caused by any action, omission or negligence of Buyer.

10. WARRANTIES

a. Gulf warrants that at the time of delivery hereunder the Marine Lubricants will meet the specifications set out in the applicable IPD for the particular grade and type of Marine Lubricant delivered.

b. Gulf makes no other warranties regarding the marine lubricants or as to their quality, merchantability or fitness for any particular purpose, and Gulf hereby disclaims any and all implied warranties, with respect to marine lubricants or the delivery hereunder thereof.

c. Gulf shall have no liability for the quality of Marine Lubricants delivered hereunder unless the specifications of the Marine Lubricants are not met and unless a relevant claim has been made to Gulf in writing within 30 days of the date of delivery of the Marine Lubricants (and for which legal action has been initiated within 180 days, if the parties have not otherwise settled the dispute), in accordance with Clause 9.

d. Each Buyer warrants in respect of each delivery of Marine Lubricants that (i) the Marine Lubricants being delivered to it hereunder are for the operation of the receiving vessel and that vessel only; (ii) the vessels receiving deliveries of Marine Lubricants hereunder will be at the time of delivery in compliance with all local, national and international laws, regulations and requirements applicable to it and hold all necessary permits and licenses to operate the ship and receive deliveries of Marine Lubricants hereunder; (iii) it has sole responsibility for the selection of Marine Lubricants suitable for use in the vessel being supplied and is familiar with the requirements and specifications for their ordinary and proper use on the vessel; and (iv) the execution and performance by it of the Sales Agreement and these DT&C, and the receipt by it of Marine Lubricants delivered hereunder, do not violate or conflict with any applicable law, order, or contractual commitment, and that it has full power and authority to enter into and perform its obligations under the Sales Agreement and these DT&C and to bind the owner of each vessel to which Marine Lubricants are delivered hereunder.

11. MARINE LUBRICANTS DELIVERY RECEIPT

Buyer or its representative (either the vessel Master or the Chief Engineer, or their delegate) shall sign and seal with the vessel seal (chop) the Marine Lubricants Delivery Receipt for all deliveries of Marine Lubricants attesting formally that the Marine Lubricants ordered have been duly delivered and fully accepted onboard with regards to grades, quantities and all delivery terms and charges (to

the extent such charges are known fully at the time of delivery).

If Buyer is not the owner of the vessel, Buyer shall produce sufficient written evidence to the satisfaction of Gulf that such owner has mandated formally such Buyer to represent order and pay for Marine Lubricants on his behalf. Both Buyer and the ship owner shall be jointly and severally liable for the payment of the Marine Lubricants delivered as per the Marine Lubricants Delivery Receipt.

12. HEALTH, SAFETY AND ENVIRONMENTAL REGULATIONS

Gulf will provide Buyer with relevant Material Safety Data Sheets for the Marine Lubricants ("MSDS"), which will be made available on Gulf's website and updated from time to time.

Buyer is familiar with the health effects related to the Marine Lubricants supplied hereunder and with appropriate protective safety and health procedures for handling and use of such Marine Lubricants. Buyer shall adhere to such safety and health procedures while using or handling the Marine Lubricants. Buyer shall also facilitate the dissemination of such health and safety information to all employees, users, and others potentially exposed to the Marine Lubricants 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 Marine Lubricants and shall exert its best efforts to ensure that any of its employees or agents, users, and others potentially exposed avoid frequent or prolonged contact with or exposure to the Marine Lubricants, during and after delivery. Gulf shall not be responsible for any consequence arising from failure by Buyer, its employees or agents, any users, or any other party to comply with such health and safety requirements or recommendations. Gulf reserves the right to refuse to make a delivery without recourse from Buyer if Gulf, in its sole discretion, determines that such delivery cannot be made safely.

In the event of an escape, spillage or discharge during delivery, Buyer shall promptly take any and all necessary actions to remedy or mitigate the consequences thereof. Gulf shall have the right, at Gulf's sole discretion, to take or assist Buyer in taking any measures to remedy or mitigate the consequences of such escape, spillage or discharge. Any actions taken by Gulf in assisting with or carrying out such measures shall be deemed to be carried out on the authority of Buyer and any costs or expenses related thereto incurred by Gulf shall be borne by Buyer, except to the extent that such escape or discharge was caused or contributed to by Gulf.

Each party shall supply the other with all necessary documents and information in its custody and control concerning any escape or spillage or any program for the prevention thereof as required by either party, by law, or by regulations applicable at the port of delivery.

13. GOVERNING LAW AND DISPUTE RESOLUTION

These DT&C shall be construed in accordance with and governed by English law. The dispute resolution provisions of the applicable Sales Agreement shall govern in respect

of any disputes arising in connection with these DT&C, the IPL, the IPD, or any order for or delivery of Marine Lubricants hereunder.

14. LIABILITY AND INDEMNIFICATION

Buyer shall indemnify, hold harmless, defend and release Gulf together with its affiliates and its and their officers, directors, employees, agents, representatives and servants (the "Gulf Group") from any and all judgments, orders, direct or indirect damages, decrees, claims, costs or expenses, including attorney fees (together, "Claims"), including Claims raised by third parties, arising out of or in connection with: (i) the performance, failure to perform or breach by any member of the Buyer Group of the Sales Agreement or the terms and conditions of these DT&C; (ii) the delivery of Marine Lubricants to Buyer's nominated vessel (including for Claims for any damage to the vessel or equipment or for personal injury or death during delivery or berthing); (iii) any wrongful or negligent acts or omissions of any member of the Buyer Group or of the receiving vessel in connection deliveries hereunder; (iv) any breach by Buyer Group of applicable laws or regulations applicable to Buyer Group or the vessel; (v) the use or misuse by Buyer Group or any other party of the Marine Lubricants delivered by Gulf or the failure of Buyer Group or any other party to comply with the health and safety requirements or recommendations in respect of such Marine Lubricants; or (vi) the spillage or discharge of Marine Lubricants after the risk in such Marine Lubricants has passed to Buyer Group in accordance with these DT&C; except in each case of sub-clauses (i), (ii) and (iii) to the extent caused by the negligence, gross negligence or wilful misconduct of the Gulf Group. For the purposes of this clause, the term "Buyer Group" means Buyer and its agents, employees, representatives and servants, including in respect of the a vessel receiving deliveries of Marine Lubricants, the Master of the vessel and the crew thereof.

Without prejudice any remedies of the parties specifically set forth in these DT&C or a Sales Agreement, no party hereto will be liable to the other party for any indirect, punitive, speculative, or consequential loss, damage, costs or expenses of any nature whatsoever including, without limitation, any economic loss or loss of turnover, profits, business or goodwill, whether arising from a breach of contract, tort, negligence, breach of statutory duty or otherwise.

15. AMENDMENTS AND MODIFICATIONS

Gulf reserves the right, in its sole discretion, to amend or modify these DT&C, the IPL or the IPD at any time, provided that such amendments or modifications shall only apply to deliveries of Marine Lubricants made after the date of such amendment or modification.

Gulf shall use its reasonable endeavours to provide Buyers with at least 30 days notice of any amendment or modification of these DT&C, the IPL or the IPD; provided, however, that Gulf may provide notice of amendments or modifications to these DT&C, the IPL or the IPD by publishing the same to on its website, www.gulf-marine.com, which for all purposes shall be deemed to constitute notice to Buyers of such amendments or modifications. Unless otherwise agreed in

writing between Gulf and a Buyer (including in a Sales Agreement), these DT&C, as amended from time to time, which supersede any earlier terms and conditions issued by Gulf, and the terms herein shall override any terms and conditions stipulated, incorporated or referred to by a Buyer whether in its order, stamping of documentation or elsewhere.

16. NOTICES AND CONTACTS

All notices and communications shall be considered as made on the date at which they should have been received according to the normal times of delivery of postal or fax services.

Unless otherwise stipulated in writing in advance by Gulf to Buyer, Gulf address to which communications should be sent by postal mail shall be:

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Attention to the Chief Executive Officer