

1. APPLICATION

The following General Terms and Conditions shall apply to any and all sales of Marine Fuels by Serviced, Palermo Italia in the Italian territory and abroad. Seller shall sell and Buyer shall buy the Marine Fuels as defined to be delivered at one or more ports at the conditions indicated here below and in the Confirmation of Bunker

2. DELIVERIES

For deliveries by barge where Seller is charterer of the barge, the risk and title will pass onto Buyer at the vessel's permanent hose connection. Connection and disconnection of delivery hoses are at the risk of Buyer.

For deliveries by truck or barge, the risk and title will pass onto Buyer when the Product will pass through the flange of the vessel to be refuelled.

Any deliveries are subject to weather permitting, vessels' priority, if any, and working hours. If vessel arrives out of working hours, all extra costs are for Buyer's account. Working hours are the one indicated on the port regulations. Seller shall not be liable for any loss or demurrage due to congestion of the terminal for the product to be delivered. Deliveries off shore are in any case also subjected to the barge's captain confirmation that weather conditions permit delivery in conformity to port regulations on off shore bunker. In case Marine Fuel cannot be delivered because of the Captain determinations, Seller will not be responsible for non delivery or delay in the delivery.

3. OBLIGATIONS BUYER - SELLER

Buyer shall:

Procure a safe berth. All costs due to terminal or berth congestion shall be for Buyer's account. Pay all costs and port expenses. Ascertain and guarantee that vessel tanks are clean and cargo worthy under all respects. Verify that bunker which might be already onboard is consistent with the one ordered to Seller. Communicate to Seller the day of delivery of the bunker. Take the bunker ASAP. Buyer to indemnify Seller of costs and expenses of barge demurrage or truck overtime due to its delay in taking delivery. Pay the price of bunker .

Should the vessel for any reason arrive later than 5 days after the ETA reported in the Confirmation of Bunker, reimburse to Seller all costs and expenses due to the late arrival of the vessel, being in any case understood that Seller will be freed of its obligation to deliver bunker. Pay for all costs and reimburse to Seller all expenses and charges due to its unfulfillment of any of the obligations .

The Seller shall:

Verify that the product to be delivered meets the requested specifications.

Deliver the bunker to Buyer timely. Deliver to Buyer the quantity requested . Every delivery has two supportive documents : Bunker Delivery Note and the invoice

4. QUANTITIES

Quantity determination

The quantity to be sold is that indicated in Buyer's request communicated to Seller directly and confirmed by Seller to Buyer. Quantity shall be the one determined by the gauge or meter of terminal or barge tank. Such determination shall be binding upon the parties unless a specific remark is written by Buyer's representative on the bunker receipt. Should bunker quantity be subject to determination by local custom authorities, it is understood that the quantity binding upon the parties shall be exclusively the one resulting from such determination, and afterwards indicated in the pertinent document delivered by the authority mentioned above. Buyer has the right to be represented at the time of measurements. Should a dispute arise on the quantity delivered, the parties shall immediately appoint an Independent Inspector which shall ascertain the quantity actually delivered and whose determination shall be final and binding upon the parties. Costs for inspections shall be equally shared between the parties.

Adjustments

Seller shall make allowance, and the invoiced volume will be adjusted, for all water and non petroleum sediments in excess of 1% in bunker fuel oil and intermediate bunker fuel oil. The seller will do his best to eliminate or reduced (less of 1 %) the quantity of water and non petroleum sediments in the marine fuel. The invoiced volume shall be at 60° F or 15° C. The volume at the delivered temperature shall be adjusted using the following, current ASTM-IP Petroleum Measurements Tables:

- a) Adjustment to 60° F: ASTM-D 1250 (IP 200) (American Edition) Table 6;
- b) Adjustment to 15° C: ASTM-D 1250 (IP 200) (Metric Edition) Table 54 with density at 15° C and Specific Gravity at 60° F adjusted per Table 3.

5. PRICE AND OTHER CHARGES

The prices shall be those applied by the seller at the time and place of delivery as settled in seller's bunker confirmation. The seller will be responsible for the costs and the risks linked to the transport until the product will arrive to the place of delivery.

6. INVOICING

The invoice will be sent by mail with the service of certified mail. Seller shall invoice on the basis of weight indicated in the customs/fiscal documentation. The invoice shall indicate prices of the products and include all data, and particularly: the Product and the quantity delivered; the customs position; the facility of delivery and the terms of delivery.

7. PAYMENT

Payment to Seller for Marine Fuel delivered shall be made in Euro whether immediately or within 30 days after bunker has been delivered. Payment to Seller shall be made to Seller's bank through telegraphic transfer of payment. Should payment by Buyer not be made within the period of time referred, Seller will charge Buyer default interests of 11.20% per year. Should the last date for the payment fall on a Saturday, payment

shall be made on the nearest preceding banking day; should the last date for the payment fall on Sunday or other day that is not a banking day, payment shall be made on the next following banking day.

8. TAXES

The amount of taxes, duties and any other governmental exaction, of whatever kind and however denominated (hereinafter called "taxes"), directly or indirectly applicable with respect to Marine Fuel or raw materials from which they are manufactured, shall be for the account of Buyer. Whenever any amount of taxes for the account of Buyer is collectable from any person other than Buyer, it shall be paid by Buyer on demand.

9. NOTICES

Commercial notices to be given to Seller under this agreement, shall be addressed to marinefuel@serviced.it. Should the agreement be entered into by an agent and/or a broker of Buyer, then any commercial notice to be given to Buyer shall be addressed to such agent and/or broker, who is assumed to act as a representative of Buyer, at its own address as specified in the agreement, unless Buyer specifically requests to be made known of such notice, in which case the latter shall also be addressed to Buyer's registered office. Commercial notices to be given under the provisions of this agreement shall be delivered by e-mail. All such notices shall be deemed given upon receipt; notice of termination shall be given by e-mail.

10. ENVIRONMENTAL PROTECTION

In relation to Product supplied under these General Terms and Conditions and from the point at which risk and property pass to Buyer, Buyer shall ensure that any obligation, requirement or recommendation in respect of health, safety and the environment relating or applying to Product, is complied with under the laws, statutes, regulations or directives in force in or applying to any locality in which operations involving Product are carried out by or on behalf of Buyer.

11. CLAIMS

Any and all claims arising out or in connection with Marine Fuel supplied shall be null and void if not submitted by Buyer to Seller within 30 days after Marine Fuel has been delivered. Being understood the above, the claim shall be null and void if not supported by the documentation indicated here below and if the following procedures are not followed:

Quantity

- a) formal written remarks by the Captain on the bunker receipt, prior to the ship's sailing, indicating the assumed different quantity loaded;
- b) request to Seller of the joint ascertainment's, the different quantity claimable being only the one ascertained by the Independent Surveyor .

Quality

- a) formal request by Buyer indicating and describing the claim;
- b) written request to Seller of ascertainment's .

12. FORCE MAJEURE

Seller and Buyer shall not be liable for delay or failure to perform this Agreement when such performance is prevented either totally or partially by force majeure, meaning such expression any cause beyond the reasonable control of the parties themselves including but not limited to act of God, war, act of terrorism, civil commotion, stores, earthquakes, breakdown or injury to producing, manufacturing, selling delivery facilities, strike, whether involving the employees of Seller and/or Buyer or otherwise, shortage in sources of supply and/or in means of transport, exceptional weather conditions, closing or limitations of functioning of power plants and/or reception facilities, exceptional weather conditions. Should such a contingency prevent or delay one of the party's performance, it shall be made known to the other timely. The party whose performance is delayed shall make the other know the approximate lasting of such a contingency, when known, and shall make any reasonable efforts to remove or to mitigate the effects of such event timely. Should the performance be prevented, or delayed for more than 5 days, the agreement will be terminated and the Parties shall be relieved of their obligations hereunder. Quantities not sold or purchased due to the occurrence of such a contingency need not to be made up later. Seller shall not be liable for demurrage due to such a contingency.

Friendly Composition

The parties undertake to come to a friendly composition for the settlement of any dispute, other than the ones arisen as to quantity and/or quality to be delivered within 30 days after such dispute arises. In order to come to the composition, the claimant shall communicate to the other party the object of its claim within 10 days after claim arises and shall ask for a meeting with the other party's representative. Within 5 days the communication has been made, the party to which the claim has been communicated shall accept or object such claim and, in the latter case, shall appoint a representative of its own. The representatives of the parties shall meet within 10 days after such dispute arises and make any reasonable effort to settle the dispute, letting in any case each other's party know in writing the outcome of the meeting within the next 5 days.

13. ASSIGNMENT

This Agreement may not be assigned by one Party to third parties without the written consent of the other Party.

14. APPLICABLE LAW AND JURISDICTION

Except as otherwise expressly agreed to in writing, the Agreement, its performance and enforcement shall be governed by and construed in accordance with the Laws of Italy. Any dispute arising out or in connection with this Agreement shall be exclusively referred to an arbitration panel in Palermo or Roma.