



**GENERAL TERMS AND
CONDITIONS OF SALE FOR
MARINE BUNKERS**



1. GENERAL INTRODUCTION

1.1. This is a statement of the terms and conditions according to which the Minh Chau Bunkering Co., Ltd (hereinafter called "Minh Chau Bunkering") will sell Bunker bunkers.

1.2. These conditions apply to all offers, quotations, orders, agreements, services and all subsequent contracts of whatever nature, except where otherwise is expressly agreed in writing by Minh Chau Bunkering.

1.3. General trading conditions of another party will not apply, unless expressly accepted in writing by Minh Chau Bunkering.

1.4. In the case that, for whatever reason, one or more of the (sub)clauses of these general conditions are invalid, the other (sub)clauses hereof shall remain valid and be binding upon the parties.

1.5. These general terms and conditions shall apply to the sales and purchase of Bunker oil and related products of whatever type or grade by Minh Chau Bunkering to any buyer as defined below.

2. DEFINITIONS: TERMS EXPRESSION

"Bunker Fuel" means MGO, IFO180, IFO380, which is allowed to trade in Vietnam market and bought by Buyer from Seller in according to the category, quantity and quality stipulated in this contract.

"Bunker Contract" means the Bunker Sales Confirmation and the General Terms and Conditions.

"Parties" means the Seller and the Buyer.

The "Seller" means in this contract "Minh Chau Bunkering Co., Ltd – Minh Chau Bunkering".

The "Buyer" means a party that agreed to buy Bunker fuel oil under this agreement.

"Order(s)" means the writing issued by the Buyer which request the Seller to supply Bunker Fuel based on the Buyer's demand.

"The quality standard" means all the categories agreed by both parties and complies with the standards of Vietnam.

"Certificate of Oil Quality" means the legal document set by the Laboratory of the Seller to guarantee about the Oil quality standard.

"Working Days" are from Monday to Friday, start from 8:00 and end at 17:00 Vietnam time, excluding holidays according to the Vietnam Laws.

"Credit Term" means the Buyer receives the Bunker Fuel and makes payment after a period of time based on the agreement between two parties.

"Debt" means the value of the Bunker Fuel bought by the Buyer, which is not yet settled payment to the Seller.

"Statement" means the notice of confirmation about the quantity and the value of Bunker Fuel shown on the monthly statement and signed by the authorized representative of both parties.

"Market price" refers to the price stipulated by the Ministry of Industry and Trade of Vietnam"



3. COMMODITY – QUANTITY

3.1. The Seller agrees to sell and the Buyer agrees to buy the Bunker Fuel with the quantity shown on the order(s) from the Buyer.

3.2. The quantity delivered to the Buyer by the Seller and shown on the Bunker Delivery Note signed by both parties on date of delivery will be the base for payment.

4. QUALITY

4.1. The standard of Bunker Fuel quality, which the Seller sells to the Buyer, is complied with the Petrol standard of Vietnam (TCVN).

4.2. Based on the Buyer's request, the Seller has duty to provide the Certificate of Oil quality. The Seller or Supplier shall draw from the barge manifold four representative samples of each grade of Bunker Fuel supplied tanks by continuous drip sampling throughout the entire bunkering operation. The taken and recorded samples complying with TCVN 6777-2000 (ASTM D4057-95) will be suitably contented and legally sealed.

4.3. In case of quality conflict, the Quality Testing Control who will be considered and chosen by both parties. If the fault falls into which party, that one will bear all the incurred legal expenditure.

4.4 The claim pertaining to the quality of Bunker Fuel delivered under the Contract must be based on tests made as soon as possible by an independent Vietnam laboratory from the Seller's retained samples taken at the time of transfer. Such claim must be received by the Seller together with full details of the claim arising therefrom and the supporting documents thereof as soon as possible but in no event later than fourteen (14) days from the date of such delivery. The costs of any tests carried out at such independent laboratory shall be borne by party at fault. Such test results shall be conclusive and binding between the Seller and the Buyer.

4.5 The Buyer's submission of any claim does not, by itself without Seller's express agreement in writing, relieve the Buyer of responsibility to make payment in full under the Contract when such payment falls due.

5. PRICE

The price of Bunker Fuel sold shall be the price quoted by the Seller and accepted by the Buyer as confirmed in the Sales Confirmation. The Buyer shall, in addition to the price, pay all applicable duties, and barging, and other delivery charges.

The unit price shall be for one (1) metric tonne of the Bunker Fuel unless otherwise agreed by Seller in the Contract to accept unit price for one (1) litre.

6. PAYMENT

6.1. Unless a longer or shorter period is set out in the Bunker Confirmation, payment is to be received by the Seller within a period of 14 days from date of delivery by bank transfer against receipt/facsimile/email invoice. The Remitter, if incurred, should pay all bank and other charges.

6.2. Payment shall be made in full in U.S. Dollars, without set-off, counterclaim, deduction and/or discount, free of bank charges.

6.3. For payment past due, a service charge shall accrue to the Seller at the rate of 2% per month, compounded monthly, from the date payment was due to the date of payment. Whenever the due date falls on weekends or Public Holiday, payment shall be made on the last preceding working day.



6.4 In cases of default or if substantial changes in the Buyer's financial situation occur or if circumstances which diminish the Buyer's credit standing arise after delivery to the Buyer, the Seller shall be entitled to demand – in derogation of any original agreement governing payment – immediate payment in cash for such delivery and the Seller shall have the further right, at its option: -

a) to suspend any further deliveries hereunder or under other contracts with the Buyer, notwithstanding that payment is not due yet in respect of such delivery; and/or

b) to terminate the Contract and/or any other contracts with the Buyer.

6.5 If at any time the Seller is of the opinion before delivery to the Buyer that adequate assurance of the Buyer's ability to perform its obligations under these General Terms and Conditions is lacking, or that the financial ability of the Buyer is impaired or unsatisfactory, the Seller may, in its absolute discretion, request the Buyer to pay cash in advance or to put up security acceptable to the Seller, and the Seller may withhold delivery until the Buyer complies with such requests, or failing the Buyer's compliance with such request within 3 working days from the date of request, the Seller shall be entitled to terminate the Contract but without prejudice to the Seller's right to claim damages from the Buyer.

6.6 Bunker Fuel are delivered under the Contract on the faith and credit of the Vessel to which they are delivered as well as on the faith and credit of the Buyer and if at any time, the Buyer has failed to make payment in accordance with the Contract, the Seller shall be entitled to assert all their rights against the Buyer and/or the Vessel/Master/Owner/Charterer/Agent/ Manager including but not limited to the arrest of such Vessel as security for the Seller's claim against the Buyer and/or the Vessel/Master/Owner/Charterer/Agent/Manager, and/or the assertion of a maritime lien where one is recognised by the laws of the country in which the Seller seeks to assert such rights against the Vessel. The taking of any additional security measures by the Seller shall not operate as a waiver of this provision. For avoidance of doubt, the Seller shall retain title to the Bunker Fuel supplied, and the Seller shall exercise and/or hold a lien over the Bunker Fuel supplied until full payment is received by the Seller.

7. INVOICE – DOCUMENTATION – DEBT COMPARISON

The invoice issued by the Seller is the legal added one that is printed following Minh Chau Bunkering format and accepted by the Tax Dept. In the case of recognizing the difference on quantity or quality of the goods, two parties have duties to cooperate for the invoice adjustment complying with the current laws of the State.

8. DELIVERY TERMS AND METHODS OF DELIVERY:

8.1. The Buyer sends two (2) working days in advance to the Seller by fax or in writing the order(s), which mentioned clearly about the Bunker Fuel category, quantity, time and place of delivery. This will help the Seller have enough time to prepare needed transportation means and the Bunker Fuel matching the Buyer's demand. In case of adjustment on order(s) comparing with the planed day(s), the Buyer is requested to notice the Seller one (1) working day in advance by phone, or fax, or e-mail.

8.2. The Seller shall deliver the Bunker Fuel to the Buyer following correctly the order(s).

8.3. Vessels shall be bunkered as promptly as circumstances permit but Seller shall not be liable for the consequences of any cancellation, loss, damage, delay or demurrage whatsoever which maybe suffered by the Buyer as a result of congestion at the terminal or prior commitments of available barges.

8.4. The Buyer shall be responsible for all connections and disconnections of delivery hose to the Vessel. The Buyer shall render all other necessary assistance and provide sufficient tankage and equipment to receive promptly the delivery under the Contract. It is the Buyer's responsibility to ensure that the Bunker Fuel are delivered at a safe rate and pressure and both Parties shall use their best endeavour to ensure that



their respective equipment utilized thereof is in a safe satisfactory condition. The Buyer shall be liable to pay and indemnify the Seller against all claims and expenses in respect of any loss, damage caused by the Buyer's Vessel to the Seller's delivery barge and for all arising cost thereto.

8.5. The quantity of Bunker Fuel delivered shall be determined at the Seller's option from the gauge or sounding measurement of barge tanks. Determination of quantity shall be made solely by the Seller, and will be conclusive.

8.6 Delivery shall be deemed to be completed and title and risk of the Bunker Fuel shall pass to the Buyer when the Bunker Fuel passes the flange connecting Seller's delivery facilities to the Vessel's receiving facilities.

8.7. The title and ownership in the Products delivered shall remain with the Seller or Supplying Company and shall not pass to the Buyer until such time as the Buyer shall have paid to the Seller all sums due under the Contract. If the Products supplied under the Contract are admixed or co-mingled with other Products of the Buyer and/or any person other than the Buyer, the product thereof shall become, or shall be deemed to be owned in common by the Seller or the Supplier with the Buyer and/or such other person(s).

9. CANCELLATIONS

9.1. Any requests by the Buyer for changes or cancellation in the grades or quantity of the products will be subjected to the Seller's approval. Unless or otherwise agreed, the Buyer agrees to undertake to pay for all consequential losses suffered by the Seller as a result of such request for change or cancellation.

9.2. If the Buyer fails to take delivery of the fuel on the nominated date or within the date range agreed upon, the Seller has the option to cancel the contract without any liabilities.

9.3. This is without prejudice to any remedies of the Seller for breach of contract.

9.4. In the event the Buyer cancels the contract due to any cause whatsoever, the Buyer will have to pay the Seller a minimum cancellation charge of USD5.00 per metric ton delivered (minimum USD3000.00).

10. ARREST OF VESSEL

10.1. The Bunker Fuel supplied to the vessel is sold and delivered on the credit of the vessel, as well as the promise of the Buyer to pay therefore, and the Buyer agrees and warrants that the Seller shall have and may assert a maritime lien against the Vessel and may take such other action procedure against the vessel and any other vessel or asset beneficially owned or controlled by Buyer, for the amount due for the Bunker Fuel and the delivery thereof.

10.2. The Seller is entitled to rely on any provisions of law of the flag state of the vessel, the place of delivery or where the vessel is found and shall, among other things, enjoy the full benefits of local legislation granting the Seller maritime lien on the Vessel and/or providing for the right to arrest the vessel.

11. LIABILITIES AND CLAIMS

11.1. Responsibilities of the Seller:

11.1.1. Performs correctly the contract and the following responsibilities:

11.1.2. Providing the concerned technical documents regarding the Bunker Fuel, and guarantee enough, punctual, and correct category, quantity, quality, time, and place according to the order(s) of the Buyer.

11.1.3. Bunker Fuel delivery by using transportation means certified by the concerned appropriate Authorities of Vietnam on the inspection, safety and environmental sanitation, as well as following the logical request of the Buyer.



11.1.4. On the time of Bunker Fuel delivery, it is compulsory to have the relevant documents in relation with the delivery such as Certificate of Quality, Delivery Note, and the legal sample bottles.

11.1.5. Compensation to the Buyer caused by the Seller in not guaranteeing on quantity, quality, and Bunker Fuel delivery progress. The compensation will comply with the current law of Vietnam.

11.2. Responsibilities of the Buyer:

11.2.1. Performs correctly the contract in and the following responsibilities:

11.2.2. Preparing all necessary conditions to start the task of deliver and receive including the qualified tank, dispenser with 2 outlet, piping system etc. at least one (01) hour right after receiving the notice from the representative of the transportation of the Seller. Receiving and quickly releasing the Seller's means within two (02) hours calculated from the time it reaches the Buyer's vessel. In case of delay of any reasons for the Seller's transportation means which is caused by the Buyer leading the Buyer cannot receive Bunker Fuel or lengthening the time of receiving Bunker Fuel as mentioned above, the Buyer is requested to pay for the Seller the return transportation fee.

11.2.3. The payment is requested to settle in due time as agreed mentioned at Article 5 of the contract with confirmative signature of the authorized representative. In case of late payment as agreed, the Seller keeps the right to request the interest of 2% per month on the balance number.

11.2.4. Taking all the risk regarding the quality, quantity of the goods right after the property point transferred from the Seller's transportation means to the Buyer's vessel.

12. SANCTIONS

12.1 The Buyer warrants that at the date of entering into the Contract and continuing until Delivery of the Product and payment by the Buyer to the Seller in full:

- (i) The Buyer is not in any way related or subject to the sanctions, prohibitions or restrictions imposed by the United Nations, the European Union, the United Kingdom or the United States of America, including but not limited to the US Department of the Treasury Office of Foreign Asset Control ("OFAC") including the OFAC Specially Designated Nationals or Blocked Persons List (SDN) and the US Department of State (the "Sanctions").
- (ii) The Vessel is not a designated vessel and is not and will not be chartered to any entity or transport any cargo contrary to the Sanctions.
- (iii) The Seller has the option to immediately cancel the supply and/or decline to deliver the Product for the account and risk of the Buyer if at any time the Seller, in its sole discretion, has reasonable grounds to believe that the Vessel, the charterer of the Vessel, the full or part owner(s) of the Vessel, any officers of the Vessel, the operator and/or manager of the Vessel or any other person or entity in any way related to the supply or delivery is/are in any way related or subject to the Sanctions.
- (iv) Notwithstanding anything to the contrary in this clause, the Seller shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which it is subject.
- (v) Under no circumstances can the Seller be held liable for any loss, delays, claims or damages of whatever kind suffered by the Buyer due to a cancellation under this provision. The Buyer must inform the Seller immediately if the Buyer becomes aware of or has reasons to believe that any of the above items become relevant. Should the Buyer breach its obligation to inform the Seller, the Buyer shall fully indemnify and keep the Seller harmless for any damage or loss caused by such breach, including consequential or liquidated damages.



13. INDEMNITY AND LIMITATION OF LIABILITY

13.1 The Buyer shall indemnify the Seller against and hold the Seller harmless from all and any losses, liabilities, claims, damages, costs and expenses whatsoever and howsoever incurred directly or indirectly caused by or in connection with or arising out of the loading, delivery operations, delay, any breach of the Contract by the Buyer or any act or omission negligence or misconduct or default of the Buyer, its agents, employees, contractors or persons acting under its authority and/or the officers and crew of the Vessel and any failure of the Buyer or the Vessel's local agent to provide the Seller with prior sufficient notice or of any changes in the information therein or any cancellation and/or variations to the nominations referred to in Clause 8.1 and/or the failure of the Vessel to present itself for delivery.

13.2 Notwithstanding anything contained herein, the Seller shall not be liable to the Buyer for any consequential or special losses or damages of whatsoever kind in connection with the performance or failure to perform the Contract, including without limitation, loss of profits or business, loss by reason of shutdown, non-operation or the like.

13.3 Any loss of or damage to the Products, or to any property of Seller and/or the Supplying Company or to any other person, during or after loading caused by the Buyer and/or its agents, employees, contractors, persons acting under its authority and/or the Vessel and/or her officers or crew shall be borne by the Buyer and the Buyer shall to such extent indemnify or reimburse the Seller for the same.

13.4 Each party acknowledges the full extent of its own liability to the other arising from: death or personal injury resulting from negligent acts or omissions; or claims for non-payment; or the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability).

13.5 Subject to clause above 13.4 and to the extent not prohibited by applicable law:

13.5.1 Seller's maximum aggregate liability for all claims relating to each Contract, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to the 50% on amount paid or payable to Seller under the Contract which is the subject matter of the claim; and

13.5.2 Seller will not be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of these Terms and Conditions or any Contract (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, and even if that party has previously been advised of the possibility of such damages.

13.5.3 Liability for damages will be limited as set out in this clause 13.5 and excluded, even if any exclusive remedy provided for in the Contract fails of its essential purpose.

13.6 Any loss of or damage to the Products, or to any property of the Seller or the Supplying Company or to any other person, during or after loading caused by the Buyer and/or its agents, employees, contractors, persons acting under its authority and/or the Vessels and/or her officers or crew shall be borne by the Buyer and the Buyer shall to such extent indemnify or reimburse the Seller for the same.

13.7 Without prejudice to anything contained herein, neither the Seller nor the Supplying Company shall be responsible or liable for any damages for delay or detention or demurrage or any loss whatsoever arising from:

13.7.1 any disputes as to the quantity or quality of the Products;

13.7.2 any surveys conducted by or on behalf of or at the request of the Buyer, independently or pursuant to the Terms and Conditions herein; or

13.7.3 late or non-delivery of the Products due to congestion at the terminal or to prior commitment of barges including without limitation to any causes whatsoever or however arising beyond the Seller's control or avoidable by due care of the Buyer and/or the Vessel.

13.8 In the event that the test referred to in clause 4.4 shows that the density of the Products is within 0.5% of the Seller's or terminal operator's or Supplying Company's original test result and the density tested is within the limits provided in the Schedule, the Seller shall not be liable for any variation, deviation or reduction in the quantity/weight or mass of the Products as may be determined by the Seller or the inspector as the case may be.



14. GENERAL ARTICLE

14.1.1. In case any party violates any part of this contract, it is responsible for the compensation covering that fault. The compensation will for the current laws of the S.R. of Vietnam.

14.1.2. Both Parties agree to put into effect faithfully all items of the contract. During the validity of the contract, there is any problem, both Parties initiatively arrange to meet up and discuss for solutions based on the co--- operative and respectful spirit of the mutual benefit. If the dispute could not get an amicable settlement, two Parties shall submit to Ho Chi Minh City Economic Court. The decision of the Court is the final and compulsory for both Parties to carry out. All the court cost will be borne by the party at fault. In case of changes any terms and conditions, both Parties' approval in writing is compulsory.

15. VALIDITY

These terms and conditions shall be valid and binding for all offers, quotations, prices and deliveries made by the Minh Chau Bunkering Co., Ltd, any associated company, representative or agent as of 13th March 2021 or at any later date.