

For sale of bunker fuels by Global Energy Trading Pte Ltd and Global Energy Overseas Pte Ltd and/or its subsidiaries or related companies

GENERAL TERMS AND CONDITIONS OF SALE (2016)

1. Definitions and Interpretation

1.1

Unless the subject and context otherwise requires, the following words and expressions shall have the following meanings respectively ascribed to them:-

“Buyer” means the person, body or corporation described on the Seller’s Sales Confirmation, the party who accepts a quotation of the Seller for the sale of Products or whose order for Products is accepted by the Seller, the party benefitting from consuming the Products, including the Vessel, its owner, charterer, operator and any other party ordering the Products.

“Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

“Contract” means the contract for the sale of the Products.

“Price” means the price for the Products per metric ton excluding all taxes (including but not limited to Goods and Services Tax), levies, duties, expenses, delivery charges arising out of or incurred in connection with the supply and/or delivery of the Products.

“Products” mean the products which the Seller is to sell and supply including but not limited to Marine Fuel Oil, Marine Diesel Oil and Marine Gas Oil in accordance with these Conditions.

“Seller” means Global Energy Trading Pte Ltd and/or Global Energy Overseas Pte Ltd, both companies incorporated under the laws of Singapore and having its registered office at 438 Alexandra Road, #13-01, Alexandra Point, Singapore 119958 or its subsidiaries or related companies, as the case may be.

“Vessel” means the vessel nominated by the Buyer to receive the Products or the vessel to which the Products is supplied and/or on board which it is consumed.

1.2

The headings used herein are for convenience only and shall not affect the interpretation of the provisions set out herein.

1.3

Unless the context otherwise requires or permits, references to singular number shall include reference to plural number and vice versa and reference to natural persons shall include bodies corporate.

2. Conditions applicable

2.1

The Seller shall sell and the Buyer shall purchase the Products in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, or any sales confirmation issued by the Seller subject always to these Conditions, which shall govern the Contract to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2

Any variation to and/or waiver of these Conditions (including special terms and conditions agreed between the parties) shall be inapplicable unless agreed to in writing between the authorized representatives of the Buyer and the Seller.

2.3

Acceptance of any written quotation of the Seller for or delivery of the Products shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

3. Basis of the Sale

3.1

The Seller's employees or agents are not authorized to make any representations concerning the Products unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

3.2

Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to storage, application or use of the Products which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation.

3.3

Any typographical, clerical or other error or omission in any quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without liability on the part of the Seller.

3.4

The quantity, quality and description of and any specification for the Products shall be those set out in the Seller's quotation, sales confirmation or other written acceptance of the Buyer's order.

4. Price

4.1

The Price shall be the Seller's quoted price. Except as otherwise stated under the terms of any quotation and agreed in writing by the Seller, the Price is exclusive of all applicable taxes (including but not limited to Goods and Services Tax), levies, duties, expenses, delivery charges arising out of or incurred in connection with the supply and/or delivery of the Products, which shall be borne by the Buyer.

4.2

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs), any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer, or any delay caused by the Buyer or of failure of the Buyer to give the Seller adequate information or instructions.

5. Payment

5.1

Except as otherwise stated under the terms of any quotation, sales confirmation or other written acceptance of the Buyer's order or agreed in writing by the Seller, payment of the invoice for the Products supplied and all applicable taxes (including but not limited to Goods and Services Tax), levies, duties, expenses, delivery charges arising out of or incurred in connection with the supply and/or delivery of the Products shall be due within thirty (30) days of the date of delivery. Time for payment shall be of the essence.

5.2

For the avoidance of doubt, the Seller shall be entitled to immediately invoice the Buyer for Products delivered to the Buyer even if the Buyer has not received the delivery documents relating to such delivery.

5.3

The Buyer shall not withhold payment of any invoice or any amount due to the Seller or make any deduction therefrom by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatsoever.

5.4

Except as otherwise stated under the terms of any quotation and agreed in writing by the Seller, interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date payment is received in full at a rate of two percent (2%) per month (both before and after judgment) on all outstanding sums, which the Buyer accepts is a reasonable pre-estimate of the loss that would be suffered by the Seller in the event of the Buyer's payment default.

5.5

If payment in full free of all bank charges is not received by the Seller as required on the due date then without prejudice to any of the Seller's other rights, the Seller shall be entitled to:-

5.5.1

suspend or cancel any or all orders or deliveries of Products to the Buyer; and/or

5.5.2

appropriate any payment made by the Buyer for such Products (or Products supplied under any other contract with the Buyer) and withdraw or suspend any credit facilities granted to the Buyer as the Seller may in its sole discretion think fit.

5.5.3

cancel the Contract and require the delivered Products to be returned to the Seller at the expense of the Buyer.

5.6.1

In the event any amount that is due and payable to Seller pursuant to the Contract by the Buyer is blocked or seized by any governmental authority or agency, whether under local, national or international legislative acts, powers, resolutions or sanctions, whether or not due to Buyer acts, omissions or defaults, Buyer shall remain fully liable to the Seller for the payment of any amount owed to the Seller hereunder that may be blocked or seized.

5.6.2

Within five (5) working days in Singapore from the date of Seller's notification of non-receipt of payment, Buyer shall effect the requisite payment to the Seller in the manner directed by Seller in order to fulfil its payment obligations as stated herein. Any blockage or seizure shall not constitute grounds of objection, delay or defence for the non-payment of the outstanding amounts on the Buyer's part. Seller shall have no responsibility whatsoever to attempt to recover the seized or blocked monies.

6. Quality of Products

6.1.1

The Buyer shall be responsible for selecting and accepting the Products for use by the Vessel and/or compatibility with fuel or petroleum products onboard the Vessel.

6.1.2

The Buyer shall be responsible for ensuring that the Products tendered for Delivery are that required by the Vessel and that the same are delivered into the correct tanks of the Vessel. The Buyer is responsible for testing the Products delivered and ensuring that it is suitable or fit for use in all respects prior to its use. The Buyer acknowledges that incompatibility of the Products with any existing products already on board the Vessel is not a valid basis for rejection of the Products by the Buyer.

6.2

All terms, conditions and warranties (whether implied or made expressly) whether by Seller or their servants or agents or otherwise relating to the quality, merchantability, or suitability or fitness for purpose of the Products are excluded.

6.3

Representative samples of Products delivered to the Buyer shall be taken at the time of delivery in accordance with the bunkering procedure set out in the Seller's quotation.

6.4

The Buyer, Seller and surveyor (if any) shall each be entitled to a sample. All samples shall be kept for a period of thirty (30) days from the date of sampling.

6.5.1

Any dispute in the quality of Products delivered must be made by way of written notice to the Seller within thirty (30) days from the date of sampling, failing which the Buyer shall be deemed to have accepted the Products and the Seller shall have no liability whatsoever to the Buyer.

6.5.2

Any such written notice must contain sufficient information to enable the Seller to identify the relevant transaction, 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 purpose of compliance with the time limit. In addition, the Buyer must promptly provide a full and complete response to any and all questions, enquiries and requests made of it by the Seller concerning the claim and matters relating thereto.

7. Quantity of Products

7.1

The Seller reserves the right to deliver up to five percent (5%) more or less than the quantity ordered without any adjustment in the Price, and the quantity so delivered shall be accepted by the Buyer and deemed to be the quantity ordered.

7.2

The quantity of Products delivered shall be determined in accordance with the bunkering procedure in the Singapore Code of Practice for Bunkering prevailing at the date of the delivery. The same procedure shall apply for deliveries outside Singapore port limits unless and only insofar as it is contrary to any local regulations applicable to the supply.

7.3

Any dispute in the quantity of Products delivered must be made by way of written notice by the vessel to the delivery bunker barge or bunker tanker at the end of the delivery, failing which the quantity of Products delivered shall be deemed correct and the Seller shall have no liability whatsoever to the Buyer.

7.4

The Seller shall have the right to recover from the Buyer any and all losses as a consequence of the Vessel being unable to accept delivery, thereby resulting in the Seller being unable to deliver the full quantity of the Product as agreed in the Contract, including but not limited to the loss of profit on the difference in quantity delivered and the nominated quantity.

7.5

Without prejudice to 7.2 above, the Buyer accepts that the quantity of the Product delivered shall be determined solely based on the delivery bunker barge or bunker tanker's measurements and calculations. In the event flow meters are used instead of tank gauging, the flow meter readings from the meter fitted on board the delivery bunker barge or bunker tanker shall be used for determining the quantity delivered. Quantities calculated from the receiving Vessel's soundings shall not be used for determining the quantity of the Product delivered. Should the Buyer's representative fail or decline to verify the quantities of the Product delivered, the measurements and calculations made by the Seller shall be final, conclusive and binding on the Buyer.

8. Nomination

8.1

Delivery of the Products to the Vessel is subject to the Buyer giving the Seller at least forty-eight (48) hours notice in writing excluding Saturdays, Sundays and Public Holidays of the time and place the Products are to be delivered to the Vessel, such notice shall include the following:-

8.1.1

name of the Vessel;

8.1.2

vessel's local agent;

8.1.3

estimated date and time of arrival ("ETA") of Vessel;

8.1.4

location of Vessel for delivery;

8.1.5

date and time of delivery of Products at such location;

8.1.6

method of delivery

8.1.7

grade, quality and quantity of Products required; and

8.1.8

any such information required by the Seller.

8.2

Written notice under clause 8.1 must be sent during normal working hours of the Seller. Any written notice sent at any time outside the normal working hours of the Seller shall be deemed to be received on the working day following the day the written notice was sent.

9. Delivery

9.1

The Seller shall use its best endeavors to deliver the Products to the Vessel on the nominated date and time and delivery. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing.

9.2

The Seller's obligation to deliver the Products to the Buyer is subject to the availability of all the Products ordered. If the Seller at any time and for any reason believes that there may be a shortage of the Products at the place of Delivery, it may allocate its available Products among its buyers in such a manner as it may decide in its sole discretion.

9.3

The Products shall be delivered to the Vessel within areas nominated as bunkering areas by the relevant port authorities or governing bodies.

9.4

The Seller may deliver the Products in one consignment or in part lots, each lot deemed to represent part of the Contract.

9.5

The Seller shall not be liable for any loss, expenses, damage, demurrage and/or increased costs incurred by the Buyer for delayed delivery caused by, due to or resulting from any event beyond the Seller's reasonable control or the Buyer's neglect or default including but not limited to bad weather, late arrival of the Vessel, delivery rate of the Products, Vessel's refusal to comply with instructions of the Seller or any relevant authority or congestion at the terminal or in port.

9.6

Notwithstanding that the Seller may have delayed or failed to deliver the Products promptly the Buyer shall be bound to accept delivery and to pay for the Products in full provided that delivery shall be tendered at any time within twenty-four (24) hours from the nominated time of delivery.

10. Cancellation

10.1

If :-

10.1.1

the Vessel fails to arrive at the nominated place of delivery on the nominated date of delivery or within seventy-two (72) hours of such nominated date of delivery;

10.1.2

the Vessel is not ready to accept delivery of the Products on the nominated date and at the nominated place of delivery or within seventy-two (72) hours of such date of delivery; or

10.1.3

the vessel is unable to or refuses to accept the quantity of Products ordered,

Seller shall be entitled at any time to cancel the Contract.

10.2

If :-

10.2.1

the Seller cancels the Contract pursuant to clause 10.1 above or 10.4 below; or

10.2.2

the Buyer, by giving written notice prior to delivery, cancels the Contract,

the Buyer shall immediately pay the Seller a cancellation fee.

10.3

The cancellation fee payable by the Buyer shall be:-

10.3.1

the sum arrived at based on US\$5.00 per metric ton of the quantity of the Products ordered; or

10.3.2

a lump sum of US\$4,000.00,

whichever is higher, plus any consequential losses that may be incurred by the Seller.

10.4

If :-

10.4.1

the Buyer makes any voluntary arrangement with its creditors;

10.4.2

bankruptcy or winding up proceedings is commenced against the Buyer or its parent or related company (as the case may be) which in this context shall include the issue of a statutory notice of demand which remains unsatisfied for more than twenty-one (21) days after service thereof;

10.4.3

any receiver, liquidator, administrator or judicial manager is appointed over the Buyer's or its parent or related company's assets or any part thereof;

10.4.4

any writ of execution is filed against the Buyer or its parent or related company;

10.4.5

the Buyer, its parent or related company ceases or threatens to cease to carry on business; or

10.4.6

the Seller at any time has cause for concern over the reputation, credit-worthiness, financial condition or solvency of the Buyer, its parent or its related companies or guarantors, if any,

then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract and suspend any further deliveries under the Contract without incurring any liability to the Buyer, and if the Products have been delivered but not paid for, the payment for such Products shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary or clause 5.1 above and the Seller shall be entitled to exercise all its rights provided herein.

11. Buyer's Obligations

11.1

The Buyer shall be responsible for:-

11.1.1

Preparing the Vessel and providing a clear and safe berth for receiving the Products from the Seller;

11.1.2

Making all connections and disconnection between the delivery hose of the Seller and the intake pipe of the Vessel;

11.1.3

Providing all necessary assistance and equipment to receive the Products promptly and without interruption;

11.1.4

Ensuring that the delivery is conducted at a safe rate and pressure and that all receiving equipment used are safe and are of good condition and fully functional, oil tight and in every way fit to receive the Products; and

11.1.5

Procuring all necessary licenses, approvals, permits and/or consents from all relevant authorities.

11.2

The Buyer shall be responsible for all loss, damages and/or expenses incurred by the Seller and the Vessel by reason or any delay caused, whether directly or indirectly, by the Buyer, and shall hold the Seller harmless and fully indemnify the Seller in respect of the same.

12. Risk and Retention of Title

12.1

Risk in the Products shall pass to the Buyer upon delivery as the Products pass through the Vessel's permanent flange and hose.

12.2

Notwithstanding delivery and the passing of risk in the Products having been made, or any provisions of these Conditions, property in the Products shall not pass from the Seller to the Buyer until:-

12.2.1

the Seller received in cash or cleared funds payment for the Products and all applicable taxes (including but not limited to Goods and Services Tax), levies, duties, expenses, delivery charges arising out of or incurred in connection with the supply and/or delivery of the Products in full, without any deduction, set-off, counterclaim or bank charges; and

12.2.2

no other sums whatsoever shall be due from the Buyer to the Seller.

12.3

Until property in the Products passes to the Buyer in accordance with Clause 12.2:-

12.3.1

the Buyer shall hold the Products as fiduciary agent and bailee of the Seller and shall not consume, use, resell, deal with or dispose of the Products or allow the consumption or use of the Products otherwise than in accordance with or compliance with and on these Conditions;

12.3.2

the Buyer shall store the Products or cause the Products to be stored in segregated storage tanks without any commingling and record in a manner satisfactory to the Seller indicating that property in the Products remain vested in the Seller.

12.4

In any of the circumstances described in clause 10.4 above and where property in the Product has not passed from the Seller, the Buyer and/or the Vessel shall upon the request of the Seller return the Products. If the Buyer fails to do so, the Seller may enter upon the Vessel at any time and without notice to the Buyer, and repossess the Product, resell or otherwise deal with and/or dispose of all or any part of the Product.

12.4.1

If the Seller enters the Vessel and repossesses the Product, the Buyer shall:-

12.4.1.1

indemnify the Seller for all costs and expenses incurred by the Seller in connection with or arising from the Seller repossessing the Product; and

12.4.1.2

be responsible for any delay caused to the Vessel.

12.5

Where Buyer is purchasing the Products for the purpose of reselling the same, Buyer shall incorporate the Conditions into its agreement to resell with its customer or, if such agreement has already been entered into, the Buyer shall obtain its customer's agreement to the Conditions being incorporated therein, including and in particular, the terms that property in the Products will only be passed to its customer when the Seller obtains and receives payment in full for the Products in accordance with the Conditions.

12.5.1

The Buyer shall hold as trustees for the benefit of and account to the Seller any and all proceeds received or to be received by the Buyer from such agreement to resell until property in the Products has passed to the Buyer in accordance with the Conditions.

12.5.2

If the proceeds from such agreement to resell are not received by the Buyer before the passing of title and property from the Seller to the Buyer as aforesaid, the Buyer is not entitled to and shall not make any demand, claim or bring any action against its customer or any other party for the said proceeds and/or price under such agreement to resell. In this event, the Buyer and its customer agree that payment of the proceeds and/or price under the agreement to resell shall be made directly by the said customer to the Seller.

12.5.3

The Buyer further agrees and warrants that it has given or will give notice of the Conditions to its customer and that the latter has accepted or will accept the same.

12.6

The Buyer shall not pledge or in any way charge by way of security for any indebtedness the Products or any part thereof, which are property of the Seller including any proceeds (whether by sale or otherwise) Buyer expects to receive in respect of the Products pursuant to any agreement to resell the same. Without prejudice to the other rights of the Seller, if the Buyer does so, all sums whatever owing by the Buyer to the Seller shall immediately become due and payable and the Buyer shall account and pay to the Seller any funds obtained from such pledge or security towards payment for the Products.

12.7

The Buyer warrants that it has not pledged or in any way charged by way of security for any indebtedness the Products or any part thereof, which are property of the Seller including any proceeds (whether by sale or otherwise) Buyer expects to receive in respect of the Products pursuant to any agreement to resell the same.

12.8

Without prejudice to any other conditions herein, if the Products have been mixed with other products on board the Vessel which are of the same nature and quality, the Seller has the right to trace its proprietary interest in the Products into the mixture and hold a right of lien to such part of the mixture as corresponds to the quantity or net value of the Product delivered by the Seller, any doubts as to quantity to be resolved in favour of the Seller.

12.9

The Seller shall be entitled to recover any outstanding invoice for Products supplied and all applicable taxes (including but not limited to Goods and Services Tax), levies, duties, expenses, delivery charges arising out of or incurred in connection with the supply and/or delivery of the Products notwithstanding that property in the Products or any part thereof has not passed from the Seller to the Buyer.

13. Limitation of Liability

13.1

The Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any direct, indirect, special or consequential loss or damage including, without limitation, loss of profit costs, expenses, fines, liabilities or other claims for compensation and/or indemnity whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use, including any disputes as to quantity or quality of the Products, late or non-delivery of the Products due to unavailability, congestion at loading terminal or anchorage or prior commitment of the Seller, the Seller's performance or failure to perform this Contract for any reason whatsoever.

13.2

Notwithstanding the foregoing, in the event the Seller is found to be liable to the Buyer, the entire liability of the Seller shall not exceed the value of the Products supplied. For compensation to be paid by the Seller, it is a condition precedent that all sums due to the Seller from the Buyer and Vessel are first paid and settled on or before the due date specified at Clause 5.1 above.

13.3

The Seller shall not be liable for any claim where there is or has been co-mingling of the Products supplied by the Seller with fuel or petroleum products on board the Vessel.

14. Indemnity

14.1

The Buyer shall indemnify and keep the Seller harmless from and against any claims, demands, suits, loss, damages and expenses arising from any act, omission, neglect or default of the Buyer, its servants and agents, in the receipt, use, delivery, storage or transportation of the Products sold hereunder and/or in connection with this Contract.

14.2

In addition, the Buyer shall pay the Seller all costs and expenses (including legal costs on an indemnity basis) incurred by the Seller in connection with any claim or legal proceeding which may be brought by the Seller against the Buyer in connection with or arising out of breach by the Buyer of the terms and conditions of the Contract.

15. Agent, Vessel owner, Joint and Several Liability

15.1

If the Buyer is acting on behalf of a principal (disclosed or undisclosed), then the Buyer and its principal shall both be jointly and severally obligated to comply with these Conditions, notwithstanding that the party with whom the Seller is corresponding purports to contract as a mere agent.

15.2

The Buyer, if not the owner of the Vessel, expressly warrants that he has the full authority of the owner of the Vessel to act on its behalf in entering into this Contract and has the authority of the owner to contract on the owner's personal credit and on the credit of the Vessel. The Buyer further warrants that he has given or will give notice of these Conditions to the owner of the Vessel, in particular Clause 12, this Clause 15, Clause 16 and Clause 23 and the owner has agreed to and accepted the same.

15.3

Notwithstanding any other provision in the Conditions, any owner, charterer or operator of the Vessel, principal, agent, manager or broker shall each be deemed to be a Buyer for purposes of the Contract all of whom shall be jointly and severally liable as Buyer to the Seller for the performance and compliance with the Contract.

16. Liens

16.1

The Contract is entered into and the Products are supplied by the Seller upon the faith and credit of the receiving Vessel. The Buyer and Vessel acknowledges and agrees that the Seller has a maritime lien on the Vessel for the price of the product plus all interest and costs payable hereunder and may take such other action or procedure against the Vessel and any other vessel or asset beneficially owned or controlled by the Buyer in respect of the same as allowed for in any jurisdiction in which the Vessel or other vessel or asset is located.

16.2

The Seller shall not be bound by any restriction, limitation or prohibition on its entitlement to a maritime lien on the receiving Vessel as provided above, including but not limited to any qualification stated on the bunker delivery receipt. Nothing in this agreement shall be construed to limit the rights or legal remedies that the Seller may enjoy against the Vessel or Buyer in any jurisdiction.

17. Environment

17.1

If any escape, spillage, discharge or pollution occurs while the Products are being delivered to the Vessel, regardless of fault, the Buyer shall promptly take all necessary action necessary to remove and mitigate the effects of such escape, spillage, discharge or pollution.

17.2

Notwithstanding the cause of escape, spillage, discharge or pollution of the Products, the Seller may, at its sole option, without notice to the Buyer or the operator of or agent for the Vessel, take such measures and incur such expenses (whether employing the Seller's own resources or appointing third parties) necessary to remove and mitigate the effects of such escape, spillage or pollution. The Buyer hereby ratifies the Seller's action in the taking of measures and incurring of expenses to remove and mitigate the effects of such escape, spillage or pollution. The Buyer shall provide all information and render all assistance required by the Seller in taking such measures.

17.3

All expenses, damage, loss, fines, penalties and costs incurred arising from or in connection with the escape, spillage or pollution shall be paid as follows :-

17.3.1

if caused by one party, the party who caused the escape, spillage or pollution; or

17.3.2

if caused by both parties, each party shall be responsible for its proportion of such expenses, damages, loss, fines, penalties and costs in accordance with its respective proportion of negligence or causation.

17.4

The Buyer shall give or cause to be given to the Seller all documents or information concerning any escape, spillage or pollution or any programme for the prevention thereof, requested by the Seller or required by law or regulation applicable at the time and place the Seller delivers the Products to the Buyer.

17.5

The Buyer warrants to the Seller that the Vessel shall at all times be in compliance with all applicable environmental laws and regulations.

18. Assignment

18.1

The Seller may sub-contract or assign its rights and obligations of the Contract in whole or in part to any third party without notice to or consent of the Buyer.

18.2

The Buyer may not, without prior consent in writing from the Seller, assign, mortgage, charge or otherwise dispose of any of the Buyer's rights or obligations in the Contract.

19. Force Majeure

19.1

The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of the Seller's obligations in relation to the Contract, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:-

19.1.1

any Act of God, explosion, flood, tempest, fire, perils of the sea, storm or accident;

19.1.2

war or threat of war, sabotage, insurrection, civil disturbance, terrorism, requisition or commotion, or reasonable apprehension of the same;

19.1.3

acts, restrictions, regulations, bye-laws, prohibitions, orders, requests, interruptions or measures of any kind on the part of any governmental, parliamentary or local authority;

19.1.4

strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

19.1.5

difficulties in or substantial increase in price of obtaining raw materials, labour, fuel, parts or machinery; or

19.1.6

power failure or breakdown in machinery, equipment or vessel.

20. Waiver

Failure of the Seller to exercise any power or rights given to it hereunder or to insist upon strict compliance by the Buyer with any obligation or condition hereof and any custom or practice of the parties at variance with the terms hereof shall not constitute a waiver of any of the Seller's rights hereunder and shall not prevent the Seller from relying upon its rights at any time thereafter.

21. Notices

21.1

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing, in English and delivered personally or sent by prepaid registered post (by air-mail if to or from an address outside Singapore) with recorded delivery,

or by facsimile addressed to the intended recipient thereof at its registered address or principal place of business or at its facsimile number as each party may from time to time duly notify the other.

21.2

Any such notice, demand or communication shall be deemed to have been duly served (if given or made by facsimile) immediately or (if given or made by letter) forty-eight (48) hours after posting or (if made or given to or from an address outside Singapore) ten (10) days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

22. Severability

22.1

If any provision of these Conditions is held by any court or other competent authority to be void, illegal or unenforceable in whole or in part, these Conditions shall continue to be valid, legal and enforceable as to the other remaining provisions thereof and the remainder of the affected provision.

23. Governing Law and Jurisdiction

23.1

The Contract shall be governed and construed in accordance with the laws of Singapore.

23.1.1

Disputes arising from the Contract, including disputes regarding its existence or validity, shall be subject to and the Buyer agrees to submit to the exclusive jurisdiction of the courts of Singapore. The submission of the Buyer to the jurisdiction of the courts of Singapore shall not restrict the right of the Seller, at its sole option, to take proceedings against the Buyer in any other court, having, claiming or accepting jurisdiction over the Buyer or any of its assets, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

23.2

Without prejudice to the above, the Seller may at any time arrest or attach the Vessel, in any jurisdiction where it may be found, to obtain security and/or enforce a maritime lien. Notwithstanding any other language in this contract to the contrary, the parties agree that the United States General Maritime Law and applicable Federal maritime lien statutes shall exclusively govern with respect to the existence and enforceability of a maritime lien. Buyer warrants that it is authorized to incur a lien in the Vessel for supply of the Products as “necessaries” to the Vessel, and the Parties specifically intend that these Conditions shall bind the Vessel.

23.3

Where Buyer acts as an intermediate party between Seller and the Vessel, her owner, charterer, operator or other agent (the “Vessel Interests”), or any other intermediate party, Buyer hereby assigns to Seller all right, title and interest in any claim it may have to seek payment from the Vessel Interests or such other intermediate party relating to supply of the Products, including but not limited to any maritime lien Buyer may have against the Vessel, up to the full extent of any outstanding amounts due from Buyer to Seller under the Contract, including all accruing interest and costs.

23.4

All actions against the Seller by the Buyer arising out of or relating to the Contract must be filed within one (1) year of delivery of the Products failing which any claim shall be extinguished.

23.5

The Buyer unequivocally agrees that the Sale of Goods Act (Cap. 393, 1999 Rev. Ed.) shall apply to any agreement to resell that is or may be entered into by the Buyer notwithstanding any clause therein permitting the consumption of the Products.

23.6

The Seller and the Buyer hereby exclude the application of the Sales of Goods (United Nations Convention) Act 1995 to the Contract and these Conditions.

24. Sanctions

24.1

The Seller expressly reserves the right at any time, without liability, to terminate the Contract and/or to decline to deliver the Products if the nominated Vessel or Buyer are or are believed to be subject to or are carrying flags of any country(s) subject to any international trade sanctions or restrictions.

24.2

To the fullest extent permitted by law, the Buyer shall indemnify the Seller against any losses, expenses and liabilities, including penalties, the Seller may incur as a result of the nominated Vessel or the Buyer being subject to any international trade sanctions or restrictions.