



AEGEAN

NORTH WEST EUROPE

1. INTRODUCTION

This is a statement of the general standard terms and conditions under which AEGEAN NWE (the "Seller"), is prepared to enter into a Bunkering Agreement (the "Agreement") with another party (the "Buyer") to supply to a Vessel marine bunker fuels, and/or lubricants (the "Products"). Each Agreement will be as specifically negotiated between the Seller and the Buyer as evidenced by the Seller's Bunker Confirmation (the "Bunker Confirmation") and in the event of any conflict between the present terms and the conditions and the terms of the Bunker Confirmation, the terms of the latter shall prevail.

2. DEFINITIONS

(a) "Seller" includes in addition to the Seller Itself, its servants, agents, assigns, subcontractors and any and all other persons acting under the Seller's instructions in fulfillment, compliance or observance of the Agreement unless the context otherwise requires;

(b) "Buyer" means the party/ies so described in the Bunker Confirmation together with any agent, principal, associate, manager, partner, servant, parent, subsidiary, owner or shareholder thereof;

(c) "Vessel" means the vessel, ship or craft duly nominated to receive Products as specified in the Bunker Confirmation;

(d) "Supplying Company" means the person/company which physically supplies the Products to the Vessel together with these persons/companies' servants, agents, successors, sub-contractors and assignees;

(e) "Point of Delivery" means the precise place at which delivery of the Products is to be effected as provided in the Bunker Confirmation, or as thereafter confirmed, advised or revised by the Seller or the Supplying Company.

3. OFFERS AND INFORMATION PROVIDED

Offers and price or other information provided by the Seller only remain valid during five (5) working days from the date the offer was forwarded or the information provided.

4. ORDERS

4.1 All information regarding the delivery of the Products (i.e. Vessel's name, agents, E.T.A., quantity, grade etc) will be notified by the Buyer to the Seller in writing. Any change to the above will be notified in writing by the Buyer to the Seller on due time prior to the delivery.

4.2 The Buyer shall inform the Seller directly or through Buyer's Agent at least 48 hours prior (excluding weekends and holidays) of Vessel's readiness to receive delivery and the exact required quantity of the Products. Such notice shall be deemed cancelled if the Vessel has not arrived within 2 days after the Vessel's earliest estimated lifting date, as per the Bunker Confirmation. In such a case, the Seller reserves the right to refuse delivery of the Products as already nominated or to renegotiate the prices/quantities.

5. DELIVERY

5.1 Delivery of the Products shall be effected in one or more consignments at the Point of Delivery by such means as the Seller shall deem appropriate in the circumstances.

5.2 The Buyer shall provide all necessary equipment to receive promptly each and every consignment of the delivery, and shall make all connections or disconnections. Should the Seller's servants or agents assist in making connections or connections, they shall be deemed to have done so at the Buyer's request and at his risk.

5.3 The Buyer shall ensure that the Vessel complies with all relevant regulations pertaining to the delivery of the Products at the port or place of delivery.

5.4 The Seller shall not be liable to the Buyer for any loss or demurrage due to congestion of the terminal, or prior commitments of the available barge.

5.5 The Products shall be delivered at the Vessel's permanent flange connection. All valve manipulations and lining-up operations on board the Vessel shall be the Buyer's sole responsibility. The Seller does not know in which of the Vessel's tanks the Products ultimately end up and accepts no liability whatsoever in this respect.

5.6 If the Buyer causes delays to Seller's or Supplying Company's facilities in effecting deliveries, Buyer shall pay demurrage at Seller's or Supplying Company's established rates, and reimburse the Seller or the Supplying Company for all other expenses in connection therewith.

5.7 Where delivery is required during other than regular business hours, and is permitted by applicable regulations, Buyer shall pay all overtime and extra expenses incurred. 5.8 The Seller's responsibility shall cease and delivery of the Products shall be deemed completed, and risk of loss, damage, deterioration, depreciation, evaporation, etc shall pass to the Buyer at Vessel's permanent flange connection.

6. DELIVERY DOCUMENTS

On completion of the delivery the Master of the Vessel or Buyer's representative shall give to the Supplying Company any form required by the Supplying Company properly signed and stamped of which one copy shall be retained by the Master or the representative of the Buyer.

7. PRODUCTS' QUANTITY DETERMINATION

7.1 The Seller shall endeavor to deliver the quantity of Product ordered, but a difference of up to 10% in more or in less shall not be considered a breach of contract.

7.2 If the Seller is unable, at its sole discretion, to deliver the quantity ordered in several partial deliveries, if this is the case, the Seller will inform the Buyer in advance.

7.3 An Officer of the Vessel's crew or other senior representative of the Buyer is requested to witness the soundings or meter readings both before and after the completion of the bunkering operations. The sounding or meter figures before and after completion will be noted in a Sounding Report, which is signed by the Vessel. Parties explicitly agree that this Sounding Report shall be conclusive and irrefutable evidence of the quantity of Products delivered. Figures obtained by measuring Products in the receiving Vessel's tanks will not be accepted as counterproof against the Sounding Report.

7.4 Any dispute as to the quantity delivered must be noted at the time of delivery in a letter of protest and be supported by the figures noted in the Sounding Report. Any claim as to short delivery shall be presented by the Buyer immediately upon completion of delivery, failing which any such claim shall be deemed to be waived and absolutely barred.

8. PRODUCTS' QUALITY DETERMINATION

8.1 Products shall meet specifications that are applicable at the time and place of delivery. The Buyer shall be solely responsible for the selection and acceptance of Products tendered for delivery to the Vessel.

8.2 Four (4) representative sample-bottles of each grade, fully sealed and stamped as mentioned on the Buyer's delivery receipt, signed by suppliers' representative and Vessel's command, will be taken during the delivery operation.

One sample is taken according to the provisions of MARPOL. One sealed sample-bottle of each grade will be handed over to the Ship's crew, which shall accept and keep them on behalf of the Buyer.

The two other sealed sample-bottles shall be retained by the supplying company on behalf of the Seller. Only the samples taken, sealed and distributed as per bunker delivery receipt are valid in respect of product's quality determination.

No other samples will be accepted.

8.3 Claims concerning quality shall have to be submitted to the Seller in writing within 15 days from delivery, failing which the rights to complain or claim compensation of whatever nature shall be deemed to have been waived and absolutely barred for all times. If it is alleged that any equipment or machinery has been damaged by defective Products, full details must be given to the Seller at the earliest opportunity and the item must be preserved and made available for inspection on demand at any reasonable time or times to the Seller or its representative, otherwise no such claim shall be accepted by the Seller.

8.4 If a claim concerning quality is alleged and samples are analyzed, the analysis results shall be interpreted in accordance with the applicable ISO Standards.

9. PRICES

9.1 The Price payable by the Buyer to the Seller for the Products is stated on the Bunker Confirmation.

9.2 The stated Price shall remain valid for two (2) days before and two (2) days after the Vessel's ETA stated on the Bunker Confirmation. If the actual delivery takes place more than two (2) days before or after the stated ETA, the Seller shall be entitled to adjust the Price.

9.3 The Seller's prices are based on taxes, duties, costs and charges and on the price level of crude oil and/or components for bunkers existing at the time the agreement is made. Any later or extra tax, duty or other charge of whatever nature and however named, or any increase thereof, or any price increase of crude oil or components for bunkers and any increase in additional costs borne by the Seller caused by any change in the Seller's contemplated source of supply, coming into existence after the agreement has been made, shall be added to the agreed purchase price, provided that the Seller shall give the Buyer prior notice to this effect.

10. FURTHER COSTS

10.1 In addition to the Price of the Products the Buyer agrees to pay for any charges raised in respect of taxes, freight, barge, vehicle, wagon or clean up costs including overtime, mooring/unmooring charges or port dues etc. Also, any expenses created for the calling-in of an independent surveyor in order to settle any quantity dispute, as well as laboratory analyses for any quality dispute raised by the Buyer but eventually not verified.

10.2 In the event that the Vessel for any reason whatsoever is unable to receive the nominated Products and no sufficient notice has been given to the Seller for such inability, the Buyer shall pay liquidated damages equal to US\$ 20.00 per ton of the total nominated Products quantity that is not received by the Vessel.

10.3 The Buyer agrees to pay any expenses incurred as a result of the master of the Vessel rejecting the whole or any part of the nominated Products.

11. PAYMENT AND FINANCIAL RESPONSIBILITY

11.1 The value of Products together with extra charges, if any, shall be paid by the Buyer to the Seller in full, on the payment period stated on the Bunker Confirmation and always according to Seller's payment instructions and in the currency shown in relevant invoice. Should the due date for payment fall on Saturday, Sunday or Public Holiday then payment should be received by the previous working day.

11.2 Payment shall be made in full, without set-off, counterclaim, deduction and/or discount. All banking charges will be for Buyer's account.

11.3 Delivery documents shall be provided to Buyer wherever possible, however payment shall not be conditional upon receipt of such documents.

11.4 If an amount is not paid on the due date, the Buyer shall ipso facto be in default, without any notice by the Seller being required. Overdue payments will attract a financial charge of 1.5% per calendar month on the outstanding sum calculated on a daily basis from the due date until the full payment is received by the Seller's bank. In addition, the Buyer shall owe liquidated damages equal to 5% of the overdue amount.

11.5 If the Buyer's credit is deemed by the Seller to be impaired or unsatisfactory, the Seller may (without prejudice to its other rights) require the Buyer of the Seller's option either to pay cash before delivery, or to provide security satisfactory to the Seller. In the event of failure by the Buyer to comply with the Seller's requirement, the Seller shall have no obligation to make delivery and may terminate the Agreement by giving notice to this effect to the Buyer.

11.6 Where Products are supplied to a Vessel, in addition to any other security, the Agreement is entered into and Products are supplied upon the faith and credit of the Vessel. It is agreed and acknowledged that a lien over the Vessel is thereby created for the value of Products supplied and that the Seller in agreeing to deliver Products to the Vessel does so relying upon the faith and credit of the Vessel. The Buyer if not owner of the Vessel hereby expressly warrants that he has the authority of the owner to pledge the Vessel's credit as aforesaid and that he has given notice of the provisions of this clause to the owner. The Seller shall not be bound by any attempt by any person to restrict, limit or prohibit its lien or liens attaching to a Vessel unless notice in writing of the same is given to the Seller before it sends its Nomination to the Buyer. The Seller shall be entitled to rely on any provisions of law of either the flag state of the Vessel, or the place where the Products were delivered or the place where the Vessel is found. Nothing in the Agreement of these terms shall be construed to limit the rights or legal remedies that the Seller may enjoy against the Vessel or the Buyer in any jurisdiction.

11.7 No disclaimer stamp of any type if applied on the delivery receipt will change or waive the Seller's rights against the Vessel, or waive the Vessel's ultimate responsibility for the debt incurred through the Agreement.

12. TITLE

12.1 Title in and to the Products delivered and/or property rights in and to such Products shall remain vested in the Seller until payment has been received by the Seller of all amounts due in connection with the respective delivery.

12.2 In the event of any amounts due to the Seller for whatever nature, has been made, the Buyer shall not be entitled to use the Products other than for the propulsion of the Vessel, nor mix, blend, sell, encumber, pledge, alienate, or surrender the Products to any third party.

12.3 In case of breach of the Agreement by the Buyer the Seller is entitled to take back the Products without prior judicial intervention and without prejudice to all other rights or remedies available to the Seller.

12.4 In the event that the Products have been commingled with other products on board the Vessel, the Seller shall have the same rights as above to such part of the commingled product as corresponds to the quantity of Product delivered.

13. INDEMNITIES

The Buyer agrees to indemnify the Seller against all damages and liabilities arising from any acts or omissions of the Buyer or its agents and servants or the Vessel's officers or crews in connection with the sale and supply of the Products.

14. LIABILITY

14.1 To the extent permitted by Law, the Seller shall not be liable to the Buyer for any loss or damage whatsoever arising from any cause whatsoever whether in contract, tort or otherwise including the negligence of the Seller, its servants, agents or subcontractors.

14.2 In particular, the Seller shall not be liable for: any damage caused to the Vessel during the bunkering operation; any consequential loss whatsoever, including loss of profit;

any loss or damage whatsoever caused by a delay in the delivery of the Products; any loss or damage whatsoever caused by a criminal offense committed by an agent, servant or subcontractor of the Seller.

14.3 Notwithstanding the foregoing, in the event that the Seller is found to be liable to the Buyer, the total amount payable by way of compensation shall not exceed the value charged to the Buyer for the Products supplied under this Agreement. It is a precondition to the payment of any compensation by the Seller that all sums standing due to the Seller from the Buyer are first paid and settled.

15. FORCE MAJEURE

All orders hereunder shall be filled with reasonable promptness. Neither Seller nor Buyer shall be held responsible for any losses resulting from the fulfillment of any terms or provisions hereof shall be delayed or prevented by compliance with any regulation or other government restriction, or by compliance with any order or request of any governmental authority or person purporting to act therefore, or by force majeure, including but not limited to disorders, wars, acts of enemies, strikes, lockouts, fires, floods, acts of God, arrest or restraint of princes, perils of the sea, accidents of navigation, breakdowns or injury to ships, riots, strikes, congestion, failure, disruption, unavailability, inadequacy of or interference with supply from Sellers' sources of supply, breakdown or injury to, or expropriation or confiscation or unavailability of the facilities used for the production, transportation, receiving, manufacturing, handling or delivery of the Products.

If the Seller shall suffer any loss of tanker or barge tonnage, or if compliance with an order or request of any Governmental authority shall reduce the tanker or barge tonnage available for the normal movement of the Products the obligation to make deliveries hereunder may be reduced at Seller's option approximately in proportion to such loss or reduction. Seller shall not be required to make good upon any deliveries omitted in accordance with this section.

16. ENVIRONMENTAL PROTECTION

If a spill occurs while Products are being delivered hereunder, Buyer shall promptly take such action as is reasonably necessary to remove the spilled Products and minimize the effects of such spills. Seller is hereby authorized, at its option on notice to and at the expense of the Buyer, to take such measures and incur such expenses (whether by employing its own resources or by contracting with others) as are reasonably necessary in the judgment of the Seller to remove the spilled Products and minimize the effects of such spills. Buyer shall cooperate and render such assistance as is required by Seller in the course of such action.

All expenses, claims, loss, damage liability and penalties arising from spills shall be borne by the party that caused the spill by negligence or omission. If both parties have acted negligently, all expenses, claims, loss, damage liability and penalties shall be divided between the parties in accordance with the respective degree of negligence. The burden of proof to show Seller's negligence shall be on the Buyer.

17. BREACH/TERMINATION

17.1 The Seller may terminate the Agreement in whole or in part and without prejudice to its rights of indemnification at its absolute discretion upon the breach of any provision hereof by the Buyer and/or the Vessel.

17.2 Notwithstanding anything to the contrary expressed or implied elsewhere herein, the Seller may, without prejudice to its other rights and at its sole discretion, immediately terminate this Agreement by giving written notice to the Buyer if:

a) liquidator or receiver is appointed in respect of the assets of the Buyer or any of its associated companies, or the Buyer or any such associated company enters into an arrangement with its creditors under any applicable law, or the Seller has a reason to anticipate any such appointment, arrangement or composition, or the Buyer fails to pay any invoice to the Seller on the due date set forth in such invoice, or in case of any other situation which in the opinion of the Seller is deemed to affect the financial position of the Buyer or the Seller has reasonable grounds to believe that: the Vessel, or the Owner, or the Charterer, or the Manager or the Operator of the Vessel, or Any other person or entity related to the Agreement or the delivery of the Products, is or are related or covered by any UN or EU sanctions

18. MISCELLANEOUS

No modifications of this Agreement shall be binding unless in writing and signed. The right of either party to require strict performance shall not be affected by any prior waiver or course of dealing. Any termination shall be without prejudice to accrued rights. All rights and remedies are cumulative, and election of one remedy shall not exclude the other.

19. RESTRICTIONS TO USE

Unless otherwise agreed the Buyer undertakes that the Products supplied under the Agreement will be used solely for the bunkering requirements of the Vessel to which they are delivered.

20. APPLICABLE LAW AND JURISDICTION

20.1 Except as otherwise expressly agreed to in writing, the Agreement and its performance and enforcement is governed by the Belgian Law. The application of the Vienna Convention on the International Sale of Goods (CISG) is excluded. However, the Seller may apply and benefit from any law granting a maritime lien and/or right to arrest the Vessel in any country.

20.2 All disputes whatsoever arising out of or in connection with the Agreement or the supply of the Products to a Vessel, shall be referred to the Courts of Antwerp, which shall have exclusive jurisdiction. If it is further agreed that the Seller may proceed against the Buyer, any other third party of the Vessel in such jurisdiction as the Seller in its sole discretion sees fit for the purpose of securing payment of any amount due to the Seller from the Buyer.