

Preamble

These General Terms and Conditions shall apply to all Contracts under which an Al Mafraq International Trading FZC entity agrees to sell and deliver or procure the sale and delivery of Marine Fuels.

1. Definitions and Terms

1.1. Throughout these General Terms and Conditions, except where the context otherwise requires, the following definitions shall be applied:

"Bunker Confirmation" means the Seller's written confirmation of each sale and delivery of Marine Fuels.

"Bunker Tanker" means bunker barge or tanker, tank truck, terminal, container, or shore tank supplying Marine Fuels to the Vessel.

"Buyer" means all parties, jointly and severally, identified on the Bunker Confirmation as Buyer, who accordingly contract for the purchase of the Marine Fuels.

"Clause" means a clause in these T&Cs, and "Sub-clause" means a section thereof.

"Confidential Information" means business details and proprietary information of the Parties, including but not limited to pricing and credit terms, not generally available to the public.

"Contract" means an agreement between the Parties for a sale and delivery of Marine Fuels, comprising the Seller's Bunker Confirmation and incorporating these T&Cs as more fully defined in Clause 1.3.

"Day" means a calendar day, unless otherwise stated.

"Delivery Place" means the port or place of delivery identified in the Order Confirmation.

"Delivery Receipt" means the document provided by the Bunker Tanker to the Vessel after delivery of the Marine Fuels is complete stating, *inter alia*, the quantity and grade(s) of Marine Fuel delivered.

"T&Cs" means these General Terms and Conditions.

"Marine Fuels" means bunkers, lubricants or other related products delivered or to be delivered to a Vessel.

"Al Mafraq International Trading FZC Group" means Al Mafraq International Trading FZC and any fully or partly owned subsidiaries thereof bearing or operating under the Al Mafraq International Trading name.

"Month" means thirty (30) calendar days.

"Parties" means the Seller and the Buyer collectively.

"Party" means the Seller or the Buyer.

"Seller" means the Al Mafraq International Trading FZC Group entity identified on the Bunker Confirmation as contracting to sell and deliver Marine Fuels. Any warranty, assurance, guarantee of performance or liability under a Contract shall only be related to the Al Mafraq International Trading FZC Group entity contracting to sell and deliver the Marine Fuels and shall not extend to other Al Mafraq International Trading FZC Group entities.

"Vessel" means the vessel nominated by the Buyer to receive the Marine Fuels.

- 1.2. The Buyer warrants that it is authorized by the Vessel's owner to order the Marine Fuels delivered to the Vessel and that it has provided a copy of these T&Cs to the Vessel's owner.
- 1.3. The T&Cs together with the Bunker Confirmation shall constitute the full and final Contract between the Buyer and Seller and shall supersede and replace any other agreements or representations between the parties prior to the Contract and any other terms that the Buyer may seek to impose (including any reference to purchasing terms in any purchase order). No variation of these T&Cs shall be binding unless agreed in writing by the Seller.
- 1.4. In the event of a conflict between these T&Cs and the Bunker Confirmation, the Bunker Confirmation shall prevail but only to the extent necessary to resolve that conflict and in all other respects these T&Cs shall prevail.

2. Grades/Quality

- 2.1. The Seller warrants that the Marine Fuels are of a homogeneous and stable nature, comply with the grades nominated by the Buyer and are of a quality generally offered for sale at the place of supply. Unless otherwise agreed in the Bunker Confirmation, the Marine Fuels will comply with ISO Standard 8217 (E):2005 at the time of delivery to the Vessel.
- 2.2. There are no guarantees, conditions, warranties or undertaking (express or implied), by common law, statute, or otherwise as to the satisfactory quality, merchantability, fitness, durability, or suitability of the Marine Fuels for any particular purpose or otherwise, which extend beyond the description in Sub-clause 2.1.

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- 2.3. The Seller shall under no circumstances be liable for (i) the quality of delivered Marine Fuels if the same have been comingled or blended with other oil products aboard the Vessel or (ii) any damages arising from such comingling.
- 2.4. If the Marine Fuels do not comply with Sub-clause 2.1, the Buyer shall use best endeavors to mitigate the consequences thereof, including consuming the Marine Fuels with the assistance of purification tools or other reasonable measures.

3. Delivery

- 3.1. Subject always to the custom of the Place of Delivery, delivery of the Marine Fuels shall be made day and night, Sundays and holidays included.
- 3.2. Delivery dates or ranges of dates stated in the Bunker Confirmation shall be indicative only, and shall not be binding upon the Seller, though the Seller shall use reasonable endeavors to meet such dates. The Buyer, or its agents at the Place of Delivery, shall give the Seller or its representatives at the Place of Delivery, seventy-two (72) and forty-eight (48) hours approximate and twenty-four (24) hours definite notice of the Vessel's time of arrival and the location. The Seller shall not be liable under any circumstances for the consequences of a failure to make delivery upon the date, time or date/time range indicated in the Bunker Confirmation.
- 3.3. The Buyer shall be responsible for making all connections and disconnections between the delivery hose(s) and the Vessel's bunker manifold end ensure that the hose(s) are properly connected prior to commencement of delivery. The Buyer shall further ensure that the Vessel is in possession of all certificates required to comply with relevant regulations pertaining to receipt of the Marine Fuels at the Place of Delivery and that the master of the Vessel a) advises the Seller in writing, prior to delivery, of the maximum allowable pumping rate and pressure and agree on communication and emergency shut- down procedures; b) notifies the Seller in writing prior to delivery, of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of and particular to the Vessel which might adversely affect the delivery of the Marine Fuels, and c) provides a free side to receive the Marine Fuels and render all necessary assistance which may reasonably be required to moor or unmoor the Bunker Tanker, as applicable.

4. Sampling

- 4.1. The Seller shall arrange for a representative sample of each grade of Marine Fuel to be drawn throughout the entire bunkering operation and that sample shall be thoroughly mixed and carefully divided into four identical samples. The Buyer or its representatives' shall be present during the sampling, however, the absence of the Buyer or its representatives shall not prejudice the validity of the samples taken. The samples shall be drawn at a point determined in the Seller's sole discretion and using a sampling device which shall be constructed in such a way to prevent the sampling device and the sample from being tampered with throughout the transfer period. The samples shall be securely sealed and provided with labels showing the Vessel's name, identity of delivery facility, product name, delivery date and place, point- of sampling and seal number, authenticated with the Vessel's Stamp and signed by the Seller's representative and the master of the Vessel or his authorized representative. If the Marine Fuel is delivered by more than one Bunker Tanker, the sampling procedure shall be repeated for each Bunker Tanker.
- 4.2. Two samples shall be retained by the Seller for a minimum of forty-five (45) Days after delivery of the Marine Fuels to the Vessel or, on being requested in writing by the Buyer, for as long as the Buyer may reasonably require. The other two samples shall be retained by the Buyer on board the Vessel for an equal number of Days.
- 4.3. In the event of a complaint concerning the quality of the Marine Fuels one of the samples retained by the Seller shall be tested by an independent laboratory. The Buyer and Seller shall seek to agree upon an independent laboratory to undertake the analysis, but if agreement cannot be reached then the Seller shall make the final and binding selection. The analysis shall be established by tests in accordance with those specified under ISO Standard 8217(E):2005 or equivalent and only the parameters in dispute shall be tested. Unless otherwise agreed, the expenses of the analysis shall be for the account of the Party whose claim is found wrong by the analysis. Only the results of the testing of the Seller's samples shall be admissible in any proceedings to prove the quality of the Marine Fuels provided.

5. Quantities/Measurements

- 5.1. The quantities of Marine Fuels delivered shall be the quantities nominated in the Bunker Confirmation with a tolerance of +/- ten percent (10%) in the Seller's option. The Seller's obligation to supply such quantities shall be subject to availability from the Seller's usual source of supply at Place of Delivery. The quantities shall, unless otherwise agreed by the Seller, be determined from the official gauge or meter of the Bunker Tanker effecting delivery, or in case of delivery ex-wharf, of the shore-meter.
- 5.2. All such measurements made by the Seller shall be conclusive and final. The Seller shall record the quantity of fuel delivered on the Delivery Receipt and the Buyer will be charged for the Marine Fuels accordingly.

6. Documentation

- 6.1. Once the delivery is completed and quantities measured, a Delivery Receipt shall be presented to the master of the Vessel or his authorized representative containing the delivered quantity in volume units, density in either kg/l or kghn3 at fifteen (15) degrees Celsius as per ISO 3675, flash point, Sulphur content in % m/m as per ISO 8754 and viscosity. The master or his representative shall sign the Delivery Receipt and return it to the Seller or its representative. A duplicate copy shall be retained by the Vessel.
- 6.2. In the event the master of the Vessel is not satisfied with the sampling, quality, quantity or any other matter concerning the Marine Fuels or delivery thereof, he shall take immediate phone contact to the Seller's 24/7 phone number stated in Bunker Confirmation.

7. Price

- 7.1. The price of the Marine Fuels shall be in the amount expressed per unit and in the currency stated in the Bunker Confirmation for each grade of Marine Fuels delivered to the Vessel.
- 7.2. In addition to the price stated in the Bunker Confirmation, and unless otherwise expressly agreed in the Bunker Confirmation, the Buyer shall pay any and all additional charges associated with the delivery, including, but not limited to, wharfage charges, barging charges, mooring charges, port dues, overtime charges incurred if delivery takes place outside of regular working days and hours at the Place of Delivery, and duties, taxes, charges and tariffs in the country where delivery takes place. Where the Marine Fuels are supplied without payment by the Buyer of duties and taxes (which shall include, but not be limited to, customs duty, excise duty, VAT, GST and sales tax), the Buyer shall indemnify the Seller against any duties, taxes, charges, costs, liability, interest and penalties that may be incurred by the Seller, at any time, as result of the failure of the Buyer to provide necessary proof or other supporting documentation, within the requisite time period specified by the applicable law, regulation or procedure.

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7.3. The Seller shall issue its invoice for the agreed price of the Marine Fuels delivered promptly following delivery, but the Buyer's liability for payment of the price shall not be conditional upon the issue of an invoice by the Buyer.

8. Payment

- 8.1. Payment for the Marine Fuels shall be made by the Buyer in full, without deduction by reason of any set-off, counterclaim or other reason, free of bank charges. If payment has been made in advance of delivery, a final invoice or credit note shall be issued on the basis of the actual quantities of Marine Fuels delivered and additional payment and/or refund shall be made. Unless otherwise stated in the Bunker Confirmation, payment shall be due immediately upon delivery.
- 8.2. Where the Bunker Confirmation states payment terms that provide for credit to the Buyer then the Seller shall be at liberty to forthwith withdraw such credit upon notice to the Buyer if the Seller considers, at the Seller's absolute discretion, that credit can no longer be extended to the Buyer. Upon the Seller's notice, all sums due to the Seller by the Buyer shall be immediately due for payment and interest shall start to accrue from the date of the Seller's notice.
- 8.3. Where credit is withdrawn prior to delivery, the Buyer shall be required to make pre-payment. If the Buyer fails to make pre-payment then the Seller shall cancel the delivery without any obligation or liability to the Buyer.
- 8.4. Payment shall be deemed to have been made at the time the funds are credited to the bank account designated by the Seller. Payment shall be made on the due date or, where this is a non-business day, on the nearest business day prior to the due date.
- 8.5. It shall be the Buyer's responsibility to ensure that payment is made to a valid account belonging to the Buyer and the Buyer shall be vigilant to the risk of fraud in the communication of bank details.
- 8.6. The Seller shall be entitled to interest on all sums due to them from the Buyer from the date that payment was due and calculated until the actual date of payment at the rate of two per cent (2%) per month or any part thereof.
- 8.7. The Seller shall have full and absolute discretion in the allocation of any payments made by the Buyer to the Seller, including as to the Contracts and invoices to which payment is allocated, and without prejudice to the foregoing discretion the Seller may elect to allocate payment first to legal costs or interest payable by the Buyer. In the event of delayed payment the Buyer shall indemnify and hold harmless the Seller against any loss which is caused by currency fluctuations.
- 8.8. Where the Seller has assigned the Buyer a credit line to cover combined outstandings under a series of Contracts (the "Credit Limit") the Seller shall be entitled at its sole discretion to vary or cancel this Credit Limit. If the Buyer exceeds the Credit Limit then the Buyer shall immediately make payment sufficient to bring its liability to the Seller within the Credit Limit. If the Buyer fails to make the required payment the Seller may, in its sole and discretion, call on or cash any surety or collateral provided by the Buyer, and may suspend or cancel further deliveries and claim the Buyer all damages occasioned by the Buyer's breach.
- 8.9. The Buyer shall reimburse to the Seller on first written demand all costs and expenses, including legal fees, court fees, document fees and debt collection fees, incurred by the Seller in taking any steps, successful or otherwise, for the purpose of seeking to obtain payment of any sum due from the Buyer to the Seller or arising out of the Buyer's breach of any of its obligations under the Contract and including the costs of enforcement of a maritime lien, arrest, seizure, attachment or other available remedies under applicable laws.

9. Claims

- 9.1. Any complaint concerning the quantity of Marine Fuels delivered must be notified by phone to the Seller on its 24/7 number stated in the Bunker Confirmation at the time of delivery and before signing the Delivery Receipt. Any claim as to short delivery must be presented by the Buyer in writing within twenty-four (24) hours from the time of delivery together with all documents supporting the Buyer's claim, failing which any such claim shall be forever waived and barred.
- 9.2. Any claim as to the quality of the Marine Fuels must be notified in writing promptly after the circumstances giving rise to such claim have been discovered. The Buyer must notify the Seller in writing of any such claim and provide all supporting documentation for such claim within fifteen (15) Days of the date of delivery, failing which such claim shall be deemed to be waived and barred.
- 9.3. If a delay results from the Buyer's failure to give proper notices and/or to comply with the notices given pursuant to Sub-clause 3.2 or the Buyer's Vessel failing to receive Marine Fuels at the pumping rate referred to in Sub-clause 3.3 then the Buyer shall compensate the Seller for the consequences of such delay.
- 9.4. If the Buyer fails to take delivery within the date or range of dates for delivery confirmed in the Bunker Confirmation, the Seller can choose to (i) deliver to the Buyer on a date of the Seller's choice at the price stated in the Bunker Confirmation plus any additional costs incurred by the Seller in delivering on a date other than the date or range of dates confirmed in the Bunker Confirmation (ii) accept a new date or range of dates for delivery of the Marine Fuels as the basis of a new contract for which a new price can be agreed upon with the Buyer, or (iii) deem the Contract as cancelled. In all cases, the Buyer shall be deemed in breach of the Contract and shall be liable to the Seller for all losses incurred by the Seller.
- 9.5. Any claim against the Seller arising out of the Contract shall be deemed waived and time barred if the Buyer fails to commence legal proceedings for such claim at relevant court or arbitral tribunal within six (6) Months of the date of delivery of the Marine Fuels.

10. Liability

- 10.1. In the event of an established breach of the Seller's obligations under the Contract, or any liability arising in tort of breach of statutory or other duty, including any liability for gross negligence or willful default the Seller's total liability to the Buyer for any and all categories of loss and/or damages shall not exceed the total purchase price of the provision of the Marine Fuels that are the subject of the claim. It shall be a condition of the Buyer bringing any claim against the Seller that the Seller has received full payment of the price for all Marine Fuels delivered to by the Seller to the Buyer.
- 10.2. Except as stated in Clause 15 and 16, neither Party shall be liable, whether in contract, tort or any way whatsoever, for any indirect, special, punitive, exemplary, incidental or consequential losses, damages or expenses of any kind or for loss of actual, projected and/or prospective profits, anticipated costs savings, loss of other contracts or financial or economic loss, loss of time, detention, deviation and/or off-hire.

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10.3. The Seller and the Buyer recognize the risks inherent in ship-to-ship operations and that the decision to proceed with such operations is in the sound discretion of the masters of the vessels involved. Any damage caused by contact or collision shall be dealt with by the Buyer directly with the owners of the Supply Tanker, and the Buyer shall indemnify the Seller in respect of any claim made against the Seller arising out of any such incident.

11. Risk/Title

11.1. Risk of loss and all responsibility for any damage caused by or to the Marine Fuels, including deterioration, evaporation or any other condition or incident related thereto, shall pass to the Buyer once the Marine Fuels have passed the flange connecting the Bunker Tanker to the Vessel's bunker manifold.

11.2. Title to the Marine Fuels shall pass to the Buyer upon payment for the Marine Fuels delivered. Until payment is made, on behalf of themselves and the Vessel, the Buyer agrees that it is in possession of the Marine Fuels solely as bailee for the Seller and shall not be entitled to use the Marine Fuels delivered other than for the propulsion of the Vessel, nor mix, blend, sell, encumber, pledge, alienate, or surrender the Marine Fuels to any third party or other vessel. The Buyer agrees that upon demand the Seller may remove the Marine Fuels from the Vessel without judicial intervention if the purchase price is not timely paid. Notwithstanding the provisions of clause 22.1, this clause 11.2 shall be subject to and construed by English law.

12. Agents and brokers

12.1. Where a Contract is entered into by an agent on behalf of the Buyer or the Vessel and whether or not that agency is disclosed or undisclosed then the agent shall be a party to the Contract as a Buyer and shall therefore be jointly and severally liable for the performance of the Buyer's obligations under the Contract.

13. Cancellation

13.1. The Parties are bound to perform their contractual obligations even if events have rendered performance more onerous or less favorable than could have been expected at the time of the conclusion of the Contract. Should the Buyer cancel the Contract or in the event the Vessel fails to take delivery of part or all of the requested Marine Fuels, the Buyer shall be deemed in breach of the Contract and shall pay to the Seller a) a cancellation fee of five per cent (5%) of the total price for the Marine Fuels as anticipated by the Contract, and b) any documented costs, losses and damages incurred by the Seller as a result of such cancellation or failure to take delivery.

14. Termination

14.1. Without prejudice to accrued rights hereunder, the Seller shall be entitled to terminate the Contract if any application is made, any proceedings are commenced or any order or judgment are given by any court for the liquidation, winding up, bankruptcy, insolvency, dissolution, administration, re-organization or similar of the Buyer. Similarly, the Seller shall be entitled to terminate if the Buyer or any of its affiliates fail to pay their debts as they become due, suspend payment of their financial obligations, cease to carry on business, make any special arrangement with their creditors or if any act is done or event occur which, under the applicable law, has a substantially similar effect to any of these acts or events.

15. Sanctions Compliance

15.1. This Clause shall apply where any sanction, prohibition or restriction is imposed on any specified persons, entities or bodies including the designation of any specified vessels or fleets under United Nations Resolutions or trade economic sanctions, laws or regulations of the European Union or the United States of America. The warranties set forth in this Clause shall apply at the date of entering a Contract and continue until delivery of the Marine Fuels and payment by the Buyer to the Seller has been made in full.

15.2. The Parties warrant that i) neither Party is subject to any of the sanctions, prohibitions, restrictions, or designation referred to in Sub-clause 15.1 which prohibit or render unlawful any performance under the Contract; and ii) the Parties are respectively selling and buying the Marine Fuels as principals and not as agents, trustees or nominees of any person with whom transactions are prohibited or restricted under Sub-clause 15.1 above.

15.3. The Buyer further warrants that i) 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 restrictions or prohibitions in Sub-clause 15.1 above; ii) the Marine Fuels purchased under the Contract will not be sold to any entity subject to the sanctions, prohibitions, restrictions or designation referred to in Sub-clause 15.1; and iii) should the Buyer sell any of the Marine Fuels purchased under the Contract, it shall obtain the same warranty from its own buyers.

15.4. The Seller further warrants that the Marine Fuels do not originate or have been exported from a place that is subject to any of the sanctions, prohibitions, restrictions or designation referred to in Sub-clause 15.1 above.

15.5. If at any time during the performance of the Contract either Party has reasonable grounds to believe that the other Party is in breach of a warranty as aforesaid, the Party not in breach may terminate the Contract forthwith.

15.6. Without prejudice to the generality of the foregoing, the Seller reserves the right at all times, whether prior to or after confirmation of nomination of a Vessel, to decline to supply Marine Fuels to such Vessel if the Seller reasonably considers that such supply could cause the Seller to be in violation of, or exposed to, punitive measures under any sanctions, prohibitions, restrictions or designation referred to in Sub-Clause 15.1 above.

15.7. Notwithstanding anything to the contrary in this Clause, the Buyer and the Seller shall not be required to do anything which constitutes a violation of the laws and regulation of any state or intergovernmental organization to which either of them is subject.

15.8. The Buyer and the Seller shall be liable to indemnify the other Party against any and all claims, including return of any payment, losses, damage, costs and fines whatsoever suffered by the other Party resulting from any breach of warranty as aforesaid and in accordance herewith.

16. Anti-bribery & Corruption

16.1. The Seller and the Buyer warrant and undertake that in connection with the sale and purchase of Marine Fuels under the Contract they will each respectively comply with all applicable laws, regulations, rules, decrees and/or official government orders and requirements of the United Arab Emirates, United States, the European Union and any other relevant jurisdiction relating to anti-money laundering and anti-bribery.

17. Force Majeure

17.1. Except in relation to payment obligations under the Contract, neither Party shall be responsible to the other for any loss, damage, delay or failure in performance of obligations required of them under the Contract, resulting from an Act of God, war, civil commotion, riot, quarantine, strike, stoppage, lock-out or labour dispute, epidemics, arrest, restraint of princes, rulers and people, piracy, acts of terrorism, trade restrictions, fire and explosion, accident, any government or lawful authority requisition, control, intervention, requirement, order or interference or any other event whatsoever which is beyond the control of the Parties and cannot be avoided or guarded against by the exercise of due diligence.

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17.2. In addition, the Seller shall not be liable for loss, damage, delay or failure to perform all or any part of its obligations under the Contract resulting from delay of the Bunker Tanker arriving at the Place of Delivery due to breakdown, bad weather bad visibility, the Buyer's failure to comply with the Seller's instructions, shortage or delay in the delivery of the Marine Fuels to the Bunker Tanker at the load port due to the producing, manufacturing or blending of the Marine Fuels outside the load port or the transportation of the Marine Fuels to the load port or any other cause beyond the control of the Seller.

18. Safety and Environment

18.1. In the event of any spillage (which for the purpose of this Clause shall mean any leakage, escape, spillage or overflow of the Marine Fuels) causing or likely to cause pollution occurring at any stage of the bunkering operation, the Buyer and the Seller shall jointly, and regardless of whether the Buyer or the Seller is responsible, immediately take such actions as are reasonably necessary to abate the spill and effect clean up and which shall always be conducted in accordance with such local laws and regulations which may compulsorily apply.

18.2. Any loss of or damage to the Marine Fuels during discharge or any pollution of or harm to the environment shall in each case be the responsibility of and for the account of the Party responsible for the incident. Any claim made against or losses sustained by the other Party in respect of damage to any facilities at the discharge terminal or arising out of any pollution of or harm to the environment shall be for the account of the Party responsible for the incident.

18.3. The Buyer warrants that the Vessel is entered with a P&I Club and insured for pollution liability risks.

19. Confidentiality

19.1. Neither Party shall disclose to third parties any Confidential Information except with the prior written consent of the other Party, or to the extent required by law or regulation or by request of a government or agency thereof, or to the extent the disclosure is made in connection with an arbitration between the Parties or an action to enforce or vacate an arbitration award. The Parties shall take reasonable precautions to ensure that no unauthorized disclosure of Confidential Information takes place. If a Party is uncertain to whether information is confidential, that Party shall consult with the other Party.

19.2. Should either Party be required by law to disclose Confidential Information, the disclosing Party must notify the other Party and shall disclose only the minimum Confidential Information required to satisfy legal requirements.

19.3. Information is not confidential for the purposes of this Clause if it was in the possession of the Party prior to receipt from the other Party or becomes publicly available other than as a result of a breach of the Contract by one of the Parties, or is lawfully received from a third party.

19.4. This Clause shall survive termination of the Contract.

20. Assignment and Subcontracting

20.1. The Buyer may only assign or novate any of its rights or obligations under the Contract with prior written consent of the Seller. The Seller may, at its sole discretion assign or novate the Contract wholly or partially, including but not limited to the right to receive payments thereunder. The Seller may subcontract performance of the Contract and in such cases the T&CS shall prevail over any subcontractor's general terms and conditions regardless of anything stated to the contrary on any subcontractor's bunker delivery note/receipt.

21. Partial Validity

21.1. If any provision of the Contract is or becomes or is held to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible the provision shall be deemed to be deleted from the Contract to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be effected or impaired thereby.

22. Dispute Resolution

22.1. These T&Cs, all Contracts, and any question as to whether a Contract has come into existence, shall be governed by and construed according to the general maritime law of the United States of America which shall be taken to include the Commercial Instruments and Maritime Lien Act (together, "The General Maritime Law of the US"). If the General Maritime Law of the US does not address any issue in dispute then the law of the State of New York shall apply to the extent necessary to determine the issue in dispute. The 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

22.2. Any dispute between the Buyer (or any one or more of them) and Seller or between an agent and Seller arising out of or in connection with a Contract, including any dispute as to the existence of a Contract, shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. Where the Seller commences arbitration, all or some of the parties comprising the Buyers and the Agent may be co-respondents in a single arbitration.

22.3. In cases where the claim or any counterclaim does not exceed the sum of USD 2,000,000 (or such other sum as the parties may agree) the arbitration shall be referred to a sole arbitrator and the arbitrator's appointment shall be subject to the LMAA Terms.

22.4. In all other cases the reference shall be to three arbitrators and the provisions of this Clause 22.4 shall apply. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of the sole arbitrator shall be binding on both Parties as if the arbitrator had been appointed by agreement.

22.5. In cases where more than one party is named as a co-respondent then the co-respondents shall agree between themselves upon their arbitrator and if agreement cannot be reached between them then they shall apply to the President of the LMAA with a request that an appointment be made on their behalf. In such cases, and upon notice to all other parties to the arbitration, the 14 day period at clause 22.4 shall be extended by 7 days.

22.6. Where disputes arise in relation to more than one Contract entered between the Buyer and Seller then all such disputes (or some of those disputes) may be referred to a single arbitration, either by way of a single notice of arbitration or by way of a counterclaim.

22.7. Notwithstanding the provisions of Clause 22.2, the Seller shall be entitled to refer a dispute to any court of law in any state or country which the Seller may elect, including but not limited to any jurisdiction where the Vessel or other assets of the Buyer or an agent may be found and shall be entitled to issue proceedings in such courts to obtain security or interlocutory remedies in support of arbitration proceedings.

23. Maritime Lien

- 23.1 The Seller shall have a lien over the Vessel for the price of the Marine Fuels delivered to the Vessel, together with any interest accrued. The Buyer, if not the owner of the Vessel, expressly warrants that they have full authority of the owners to pledge the Vessel in favor of the Seller and that they have given notice of the provisions of this Contract to them. The Seller shall not be bound by any attempt by any person to restrict, limit or prohibit its lien(s) attaching to a Vessel.
- 23.2 The laws of the United States, including but not limited to the Commercial Instruments and Maritime Lien Act, shall always apply with respect to the existence of a maritime lien, regardless of the country in which the Seller takes legal action.
- 23.3 The Seller shall be entitled to assert its rights of lien or attachment or other rights, whether in law, in equity, or otherwise, in any jurisdiction where the Vessel may be found.
- 23.4 The Buyers or the Vessel or its owners must notify the Seller of its intention to exclude the liability of the Vessel at least 12 hours in advance of the supply by sending written notice to sales@almafraq-international.com failing which any notice or any stamp in the Delivery Receipt seeking to vitiate the Seller's maritime lien on the Vessel shall be of no effect.