



AI ENERGY GROUP LIMITED

GENERAL TERMS AND CONDITIONS FOR THE SALE OF MARINE BUNKER FUELS AND LUBRICANT

AUGUST 2016 EDITION

1. INTRODUCTION

A. These terms and conditions are the General Standard Terms and Conditions ("GTC's") under which AI ENERGY GROUP LIMITED ("AI"), of Ghana (the "Seller"), is prepared to enter into a bunkering Sales Agreement with another party (the "Buyer") to supply to a Vessel, marine bunker fuels, and/or lubricants (the "Products"). These GTC's may be referred to as "AI GENERAL TERMS & CONDITIONS OF MARINE BUNKER SALE".

B. These GTC's shall apply to and be incorporated into each and every offer and/or quotation, and/or pro forma invoice, and/or order Confirmation Note, and/or sale, and/or delivery made by the Seller unless the Seller expressly agrees otherwise in writing.

C. Each Sales Agreement will be as specifically negotiated between the Seller and the Buyer as evidenced by the Seller's order Confirmation Note (the "Confirmation Note ") and in the event of any conflict between the present GTC's and the terms of the Confirmation Note, the terms of the Confirmation Note shall prevail.

D. The Confirmation Note shall incorporate the GTC's. The GTC's together with the Confirmation Note shall constitute the complete and exclusive agreement (the "Sales Agreement") governing the sale and delivery of the Products.

E. The terms and conditions of the Suppliers General Terms and Conditions (the "Suppliers GTC") as the case may be from time to time are hereby incorporated into these GTC's mutatis mutandis.

F. The Seller shall provide the Buyer with a copy of the Suppliers GTC upon the Buyers request. Where there is a conflict between these GTC's and the Suppliers GTC's the terms and conditions of the Suppliers GTC's shall prevail save for the jurisdiction provisions.

2. DEFINITIONS

(a) "Barge" shall mean the barge or tanker, whether belonging to Sellers or to third parties, making the delivery of the Product to the Buyer's Vessel.



(b) "Bunker Delivery Receipt" means the document from the [Seller] with details of the completion of Delivery of the Product.

(c) "Buyer" means:

(i) The party/parties so described in the Confirmation Note together with any agent, principal, associate, manager, partner, servant, parent, subsidiary, owner or shareholder thereof;

(ii) The Buyer's Vessel together with her Registered Owners, Disponent Owners, Charterers (by demise or otherwise), Operators, Managers or anybody else for account of whom the Buyer's Vessel received the Product;

(iii) All such persons falling within this definition Buyer shall be jointly and severally liable for and guarantee the performance of all obligations of the Buyer set out in the Sales Agreement.

(d) "Cancelling Date" shall mean 1600hrs local time on the last day of the Delivery Date Range;

(e) "Confirmation Note" means the document from the Seller with details of the Product order.

(f) "Delivery" shall mean each separate delivery of Product to the Buyer's Vessel by the Seller at the Point of Delivery in accordance with the Sales Agreement. Each such Delivery shall constitute a separate Sales Agreement;

(g) "Delivery Date Range" shall mean the date range stated in the Confirmation Note for delivery of the Product;

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

(i) "Price" means the basic cost of the Products calculated by multiplying the Unit Price stated in the Confirmation Note by the quantity of Products delivered to the Vessel.

(j) "Product" means any marine bunker fuels, marine fuel oil, marine diesel oils, marine gas oils, lubricants, and other related products.

(k) "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 fulfilment, compliance or observance of the Sales Agreement unless the context otherwise requires.

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



(m) "Unit Price" is the price of one unit of the Product as specified in the Confirmation Note and, unless the Seller expressly advises otherwise, does not include applicable duties, taxes and other such costs, including without limitation those imposed by government authorities, barging and other delivery charges.

(n) "Vessel" means the vessel, ship or craft duly nominated to receive Products as specified in the Confirmation Note.

3. NOMINATION

3.1 All information's regarding the delivery of the Products (i.e. vessel's name, agents, ETA, quantity, grade, etc.) will be notified by the Buyer to the Seller in writing (a "Sales Request") and shall include the following:

- (a) Name, flag, place of registry and IMO code of the receiving Vessel.
- (b) Details of the place where the Products are requested to be supplied.
- (c) Local agents' details if a local agent is to be used including full telephone number, fax, email and postal details.
- (d) Estimated time of arrival (ETA) of the receiving Vessel and the Point of Delivery.
- (e) Full title of the Buyer, registered office address, and principal place from where business is conducted.
- (f) Relationship of the Buyer with the receiving Vessel, (e.g. registered owner, disponent owner, manager, charterer, agent, etc.).
- (g) Qualities and grades of Product to be supplied.

3.2 Any change to the Sales Request will be notified in writing by the Buyer to the Seller in reasonable due time prior to the delivery.

3.3 The Seller will draw up a "Confirmation Note", which shall state the location and date on which it is willing to provide the supply requested, the Unit Price (or formula to determine this) as well as, when appropriate, the maximum amount of Product it is willing to supply, and the means it has available to provide the supply at the port or location requested.

3.3 The Confirmation Note shall incorporate these GTC's by reference and the Confirmation Note and these GTC's together constitute the entire Sales Agreement.

3.4 The Confirmation Note, unless it states otherwise therein, will expire at 1700hrs Ghana time on the day that it is provided by the Seller. The Sales Agreement shall be concluded, final and binding where the Buyer does not reject it before the expiry time.



3.5 The Buyer shall inform the Seller directly or through the Buyer's agent at least 72 hours prior, (excluding weekends and holidays) to the 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 two (2) days after the Vessel's earliest estimated lifting date, as per the Confirmation Note. In such a case, the Seller reserves the right to refuse delivery of the Products, as already nominated or to renegotiate the prices/quantities.

4. DELIVERY

4.1 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.

4.2 The Buyer shall make all connections or disconnections and provide all necessary equipment to receive promptly each and every consignment of the delivery.

4.3 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 barges.

4.4 The Seller shall not be required to deliver Products into any of the Vessel's tanks which are not regularly used for bunkers.

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

4.6 Where delivery is required outside regular business hours, and it is permitted by the applicable regulations, the Buyer shall pay all overtime and extra expenses incurred.

4.7 The Seller has the right to deliver by Barge, by pipeline, by road or alongside the terminal. The Buyer shall provide a free side for barge deliveries, and prompt and safe passage between the public roadway and the actual place of unloading for road vehicles. The Seller shall not be obliged to deliver in locations or over roadways which in its sole opinion are unsafe for its Barges or vehicles.

4.8 In the event of Delivery by Barge(s), the Buyer shall provide free of expense to the Seller a clear, safe, always afloat, accessible berth, position or anchorage for the Barge(s) alongside the Buyer's Vessel's receiving lines and ensure that all necessary assistance as required by the Seller or the Supplier is rendered in connection with the Delivery.





4.9 The Buyer's Vessel shall moor, unmoor, hoist the bunkering hose(s) from the Barge(s) and lower the hose(s), day, or night, Sundays and holidays inclusive, whenever required by the Seller, Seller's representative or Supplier, free of expense and shall in anyway requested assist the Barge(s) in effecting a smooth supply.

4.10 The Delivery Date shall be deemed to be the date of completion of Delivery as stated in the Bunker Delivery Receipt. The Seller may elect to discontinue operations at any Point of Delivery for any reason without obligation or liability to the Buyer.

4.11 If in the Seller's sole opinion, a clear and safe, always afloat, accessible berth, position or anchorage is not available, or delivery might or is being delayed, then the Seller has the option to cancel the Delivery. Whether or not the Seller exercises the option to cancel shall be entirely without prejudice to its right to claim for its losses arising as a result of the Buyer's breach of these clause in respect of which the Buyer shall indemnify the Seller for any resulting loss, damage, cost, expense, delay by the Buyer's Vessel and for any additional steaming time and bunkers consumed during the delay and during such additional steaming, and fines or penalties irrespective of whether or not the circumstances were within the control of the Buyer or his local representative.

5. LATE DELIVERY/ARRIVAL, CANCELLATION

5.1 Notwithstanding anything elsewhere herein, the Seller will affect the supply as promptly as circumstances permit, having regard to congestion affecting the delivery facilities of the Seller, its Suppliers or Agents, the prior commitments of Barges and any other reason or circumstance whatsoever. Delivery within the Delivery Date Range is not guaranteed, and time shall not be of the essence thereof. The Seller shall not be liable for any consequences, loss of time, damages, expenses, consequential losses or any other loss whatsoever incurred by the Buyer arising out of any delay in the supply howsoever caused.

5.2 If a charge is imposed on the Seller by the owners/operators of a berth and/or Barge by reason of the prolonged occupation of the berth and /or delays in unmooring from the Barge, for reasons beyond the control of the Seller, it's servants or agents, the Buyer shall be liable for such charge.

5.3 Time shall be of the essence in relation to the arrival of the Buyer's Vessel at the Point of Delivery.

5.4 If the Buyer's Vessel is not at the Point of Delivery and in all respects ready to take delivery of the Product by the Cancelling Date, the Seller is entitled to terminate the Delivery without giving prior notice and without incurring any liability whatsoever.



5.5 Whether or not the Seller exercises the option to terminate shall be entirely without prejudice to its right to claim for its losses arising as a result of the Buyer's Vessel not being ready to take delivery by the Cancelling Date. In the event, that the Seller elects not to terminate, then the Seller shall be entitled to claim damages arising out of the late arrival, compensation for such loss being calculated at US\$ 5,000.00 (without any evidence of loss) unless the Seller is in a position to prove a higher loss in which case the Seller will be entitled to compensation at such higher loss. If the Seller elects not to terminate, it will be further entitled to receive payment from the Buyer for any increases in the Price of the Product resulting from the delayed arrival of the Buyer's Vessel.

6. DOCUMENTS

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

7. PRODUCT QUANTITY DETERMINATION

7.1 The quantity of Marine Fuel delivered shall, at the Seller's option, be determined by the Seller's or Supplier's personnel or representative from the official gauge or meter of the bunkering barge or tank truck effecting delivery, or of the shore-tank in the case of delivery ex-wharf.

7.2 Except where government regulations or local authorities determine otherwise, adjustment in volume owing to difference in temperature shall be made in accordance with API/ASTM-IP Petroleum Measurement Standards.

7.3 Absent manifest error or fraud, the Seller's measurements of volume and calculations of quantity in accordance with this clause shall be final and conclusive of the volume and quantity of Product delivered. Should however quantity be subject to determination by local customs authorities, it is understood that the final and binding quantity shall be the one resulting from such determination.

7.4 The content of 1% (one percent) of water and non-petroleum sediments plus 0,59 x reproducibility on the relevant test method in the Product shall be allowed and accepted by the Buyer as part of the invoiced quantity, with no additional liabilities whatsoever.

7.5 In respect of the quantity agreed upon, the Seller shall be at liberty to deliver, and the Buyer shall accept a variation of 10% (ten percent) from the agreed Quantity, with no other consequences, whatsoever other than a similar variation in the corresponding invoice from the Seller.

8. PRODUCT QUALITY DETERMINATION





8.1 The Marine Fuel supplied hereunder shall be the quality generally offered to the Seller's customers for similar use at the time and Point of Delivery.

8.2 The selection and acceptance of a particular grade of Product, including determination of compatibility with other products already on board the Buyer's Vessel, shall be the Buyer's responsibility. 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.

8.3 There are no conditions, guarantees, warranties or terms, express or implied, by common law or statute or otherwise, as to the satisfactory quality, merchantability, fitness, durability or suitability of the Product for any particular purpose whatsoever, or otherwise, which extend beyond the description or the Product appearing herein.

8.4 The Buyer shall have the sole responsibility and bear the risk for the selection of the proper grades of Products for use in the Buyer's Vessel and the Seller shall be under no obligation to check whether the grade of Product is suitable for the Buyer's Vessel.

8.5 The Buyer may at its own expense appoint an independent petroleum inspector to inspect the Product to be delivered before it is pumped onto the Buyer's Vessel. Any such inspection shall take place in the presence of personnel and/or a representative of the Seller or Supplier. Surveyors appointed by the Buyer are always subject to Seller's approval.

8.6 The Buyer shall be responsible to keep the delivered Product segregated from any other marine fuels or any other product on board the Buyer's Vessel or from a different delivery, to the Buyer's Vessel.

8.7 The Seller shall have no liability for any claims whatsoever arising in circumstances where there is or has been mixing or commingling of the Product delivered with other marine fuels or product aboard the Buyer's Vessel.

8.8 The Quality of the Product shall be determined by the-Seller.

8.9 A Product shall be accepted by the Buyer with no additional liabilities whatsoever if the test result for an acid number indicates that the acid number is less than or equal to a specification limit of 101.5% of 0,59 x reproducibility of the acid number test method.

8.10 Where standard specifications are being given or referred to, a Product shall be considered to meet the specification limit and shall be accepted by the Buyer without compensation or any other liability or consequences whatsoever on the part of the Seller if the test result is such that: -



(a) In the case of a maximum specification limit, the test result is lesser than or equal to a specification limit less 0.59 x reproducibility of the relevant test method.

(b) In the case of a minimum specification limit the test result is greater than or equal to the specification limit plus 0.59 x reproducibility of the relevant test method.

9. SAMPLES

9.1 The Seller shall arrange for the collection of four representative samples of each grade of Product delivered in accordance with its normal sampling procedures or the procedures of any accredited petroleum inspector appointed by the Seller, prior to the Product leaving the shore tank, Seller's Barge or tank trucks as the case may be.

9.2 The Buyer or the Buyer's Accredited Representative has responsibility to witness that such samples are drawn correctly and shall be deemed to have confirmed his witnessing thereof and that the samples were properly and correctly sealed by signing the labels of the sample bottles unless he or it shall have given the Seller within 24 hours of the completion of sampling, notice in writing of any perceived discrepancies. However, the absence of the Buyer or the Buyer's accredited representative during all or any part of the sampling process shall not in any way prejudice the validity of the four representative samples.

9.3 Three of these samples shall be taken for quality purposes ("Quality Samples"). The fourth sample shall be known as the MARPOL Control Sample. One sealed Quality Sample and the MARPOL Control Sample shall be handed to the Master of the Buyer's Vessel and the two other Quality Samples shall be retained in a safe place by the Seller for a minimum period of 15 days or such other minimum period as is, required-under applicable law, whichever is the longer, from the date of delivery. At the end of the said period the remaining Quality Samples may be discarded unless the Buyer has made a complaint or claim as provided for herein, in which case one of the Quality Samples shall be retained by the Seller for its own use and the other Quality Samples shall be retained by the Seller for analysis by the expert referred to herein.

9.4 Any dispute as to the quality of the Product delivered shall be determined finally and conclusively, save for manifest error or fraud, by an independent laboratory appointed and paid for jointly by the Buyer and the Seller. If the Seller and Buyer cannot agree on such an appointment, then the Seller can at its sole discretion decide which laboratory will perform the analysis and the findings of that laboratory shall be final and binding evidence as to the quality supplied.

9.5 Any samples drawn by the Buyer's personnel either during bunkering or at any later date shall not be valid and shall be deemed to have no evidential value whatsoever as an indicator of the quality of Product supplied.



10. CLAIMS

10.1 Any dispute as to the quantity delivered must be noted at the time of Delivery in a "Letter of Protest" (the "documented quantity claim"). 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.

10.2 The documented quantity claim must include the full report of the Buyer's accredited representative together with ullage reports for all bunker tanks (including settling, service and storage tanks) on the Buyer's Vessel both prior and subsequent to the delivery.

10.3 Claims concerning quality shall have to be submitted to the Seller in a "Letter of Protest" together with all supporting documentation substantiating each and every constituent part of the claim (the "documented quality claim") at the earliest opportunity, but in no event later than 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.

10.4 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 but in no event later than 15 days from delivery 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.

10.5 The documented quality claim shall include but not be limited to an independent laboratory analysis report of the Buyer's retained quality sample as referred to above; the position, destination and ETA of the Buyer's, Vessel; all correspondence to/from the fuel testing organization used by the Buyer; the location of the Product on board the Buyer's Vessel and the rate and quantity of consumption since the delivery; details as to the :three previous products delivered to the Buyer's Vessel in terms of the quantity, quality and specification of the product supplied and the place and date of supply and name of supplier; and ullage reports for all bunker tanks (including settling and service tanks) on the Buyer's Vessel both prior and subsequent to the delivery.

10.5 The Buyer should ensure that bulk deliveries ex-barges, wagons and vehicles must be checked by tank-dipping to measure the contents and ensure full turn-out. Flow meters must be checked for seals, correct settings and calibration and general condition. All these checks must be carried out before and after delivery of each consignment and each barge, wagon or vehicle tank load. The delivery must be supervised at all times and care must be taken in ensuring that all documentation is complete and accurate before signing and stamping. Any alleged discrepancies can only be accepted in the form of a "Letter of Protest". No comments will be allowed to be



written on the Delivery Receipt. The Seller will not accept any claims for short delivery or bad quality where these receiving procedures are not followed.

10.6 An officer of the Vessel's crew or other senior representative of the Buyer is requested to witness the opening and closing meter readings and road truck/barge soundings or ullages before and after the completion of the bunkering operations. These readings will be used as a final means of measurement. The Seller will not accept a claim for short delivery based upon figures obtained by measuring Products in the receiving Vessel's tanks. No quantity dispute will be accepted should the Vessel's representative refuse to witness barge figures (ullages or soundings).

10.7 Following any claims made by the Buyer herein, the Buyer must within 14 calendar days of the Seller's written demand provide the Seller with true copies of any requested vessel logs, records, plus copies of communications between the Buyer and the Buyer's Vessel both prior and subsequent to the delivery. The Buyer shall provide full co-operation to the Seller and make all necessary arrangements for the Seller or its representatives to investigate such claim(s) made, including but not limited to the boarding and inspection of the Buyer's Vessel, the interviewing of the officers and crew and the inspection and copying of the Buyer's Vessel's documentation. Failure to comply with these requirements shall be deemed to constitute an acceptance on the part of the Buyer that the quantity and/or quality that was stated in the Bunker Delivery Receipt was correct and the Buyer shall be deemed to have waived any entitlement to and shall be barred from progressing any such claims.

11. RESTRICTIONS TO USE

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

12. PRICES

12.1 The Unit Price/Price payable by the Buyer to the Seller for the Products is as stated on the Confirmation Note, and it shall remain effective until the completion of delivery/contract.

12.2 The Price is valid for 5 days from the date of the Confirmation Note.

12.3 The Buyer shall pay any taxes (foreign or domestic, VAT, WHT, excise and similar taxes), duty, toll, fee, license, impost or other charge, imposed by any taxing authority on the delivery, sale, inspection, storage or use of the Products, except for taxes on the Seller's income. To the extent the Seller incurs any of the Buyer's taxes listed in the Sales Agreement, the Seller's invoice will include such taxes as payable by the Buyer. If the Buyer is entitled





to purchase any Products free of any taxes, duties or charges pursuant to local law, the Buyer shall promptly, but in any event not later than five (5) business days following completion of Delivery, provide to the Seller a valid exemption certificate for such purchase.

13. FURTHER COSTS

13.1 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.

13.2 In the event that the Vessel is unable for any reason to receive the nominated Products and no sufficient notice has been given to the Seller for such inability the Buyer is liable to pay cancellation charges (a minimum of USD 5,000 .00).

13.3 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.

14. PAYMENT AND FINANCIAL RESPONSIBILITY

14.1 The value of Products together with extra charges, if any, shall be paid by the Buyer to the Seller in full prior to the date of delivery and always according to the Seller's payment instructions and in the currency shown in the relevant invoice. Such currency where denominated in USD and paid in GH¢ shall be paid at the forex exchange rate at which the Seller shall buy USD from its bank.

14.2 Unless otherwise agreed, payment shall be made by irrevocable telegraphic transfer and all banking charges will be for the Buyer's account. Delivery documents shall be provided to Buyer wherever possible, however payment shall not be conditional upon receipt of such documents.

14.3 Where the Seller agrees to supply the Products to the Buyer on credit then this shall be noted in the Confirmation Note and the credit day(s) agreed upon by both parties.

14.4 Overdue payments will attract a financial charge of 2% per calendar month or pro rata for any part thereof on the outstanding sum calculated on a daily basis from the due date until the full payment is received by the Seller's bank.





14.5 If the Buyer has any claim of whatsoever nature against the Seller, the Buyer shall under no circumstances make any deduction or set off from the Seller's invoice amount. Any deduction or set off made from the Seller's invoice amount, or payment of less than the full amount in the Seller's invoice after the due payment date, for whatever reason shall be considered a breach of contract and in such event the Buyer shall be deemed to have automatically waived and lost its rights to make or pursue any claim against the Seller of whatsoever nature whether notified or not and shall be bound to pay the full invoice amount forthwith.

14.6 The Seller shall be discharged from all liability whatsoever in respect of any claims of whatsoever nature that the Buyer may have under the Sales Agreement unless proceedings have been commenced strictly in accordance with the terms of the law and jurisdiction clause within 90 calendar days after delivery or the date by which delivery should have been made. This provision shall survive any termination of the Sales Agreement arising between Seller and Buyer.

14.7 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 at 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 Sales Agreement by giving notice to this effect to the Buyer.

14.8 Where Products are supplied to a Vessel, in addition to any other security, the Sales Agreement is entered into and the 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 the 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 the owner of the Vessel hereby expressly warrants that they have the authority of the owner to pledge the Vessel's credit as aforesaid and that they have 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 Confirmation Note to the Buyer.

14.9 No disclaimer stamp of any type if applied on the Delivery Receipt will change or waive the Sellers' rights against the Vessel, or waive the Vessel's ultimate responsibility for the debt incurred through the Sales Agreement.

15. TITLE AND RISK

15.1 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.





15.2 Until full payment 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.

15.3 The Sellers' 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 once the Product has passed the Sellers or its Suppliers flange connection.

15.4 It is the Buyer's responsibility to ensure that the Product and all operations in relation to the delivery of the Product are adequately insured through a reputable insurance company.

15.5 In case of breach of the Sales 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.

15.6 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.

16. INDEMNITIES

16.1 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.

16.2 In the event that the Sales Agreement is signed by an agent acting for and on behalf of a principal disclosed or undisclosed, then such agent shall be liable not only as agent but also for the performance of all the obligations of a principal under the Sales Agreement.

16.3 No servant or agent of the Seller or Supplier shall in any circumstances whatsoever be under any liability whatsoever to the Buyer for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on its part while acting in the course of or in connection with its employment

16.4 The Buyer is under an obligation to take all reasonable actions to avoid, eliminate and/or minimize damages and costs associated with any off specification or suspected off specification Product, including the retention and burning of Products in accordance with Seller's instructions. If the Buyer removes such Products without the express written consent of the Seller, then all such removal and related costs shall be for the Buyers sole account.





17. FORCE MAJEURE

All orders hereunder shall be filled with reasonable promptness, and the Seller shall not be held responsible for any losses, resulting if the fulfilment of any terms or provisions hereof shall be delayed or prevented by, a force majeure event, which for the purposes of these GTC's shall be any occurrence beyond the control of the Seller, such as, but not limited to, compliance with any regulation or other government restriction or by compliance with any order, embargo or request of any government authority or person purporting to act therefore, or other disorders, wars, acts of enemies, strikes, lockouts, fires, floods, acts of God, arrest or restraint of princes, perils of the sea, accidents of navigation, civil wars, warlike activities, insurrections, rebellions, terrorism, piracy, public disorders, acts of sabotage, civil commotions, riots, congestion, unavailability of barges or other means of transport, changed market conditions, disturbances, quarantine, epidemics, lightening, earthquakes, storms, weather conditions, explosions, accidents, breakdowns or injury to ships, failure of or interference with supply from the Sellers' sources of supply, breakdown or injury to, or expropriation or confiscation of the facilities used for the production, transportation, receiving, manufacturing, handling or delivery of the Products, any refusal to supply the Product whether lawful or otherwise by the Sellers Suppliers or any other cause of whatsoever kind. 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 the Seller's option approximately in proportion to such loss or reduction. The Seller shall not be required to make up any deliveries omitted in accordance with this section.

18. ENVIRONMENTAL PROTECTION

18.1 The Buyer shall provide its employees, agents, contractors, users and customers with health, safety and environmental information including the Material Safety Data Sheets ("HSE Data"). The Seller on request, from Buyer shall supply the HSE Data and any other relevant information relating to the danger to health and environment of the Products. The Buyer shall be responsible for ensuring that all relevant requirements, obligations, recommendations, international regulations, directives, conventions or guidelines in respect of health, safety and the environment relating to the delivered Products are complied with.

18.2 The Buyer shall at all times comply with any obligations, requirements or recommendations contained in any law, statute, directive or regulation of any territory, state or jurisdiction in or through which the Products may be delivered, sold, transported or used, and all Government, state or local regulations at the port such as, but not



limited to those related to fire, or spillage or loss of Products. Compliance by the Buyer with the recommendations in HSE Data shall not excuse the Buyer from its obligations under this sub-section.

18.3 The Seller shall not be responsible in any, respect whatsoever for any loss, damage or injury resulting from any hazards inherent in the nature of any Products.

18.4 If a spill occurs while Products are being delivered hereunder, the Buyer shall promptly take such action as is reasonably necessary to remove the spilled Products and minimize the effects of such spills. The 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.

18.5 The Buyer shall cooperate and render such assistance as is required by the 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 the Seller's negligence shall be on the Buyer.

19. MISCELLANEOUS

19.1 Notwithstanding anything to the contrary expressed or implied elsewhere herein, the Seller (without prejudice to its other rights) may at its sole discretion terminate the Sales Agreement, on notifying the Buyer either orally (confirming such notification in writing) or by notice in writing, in the event that a liquidator (other than for amalgamation or reconstruction purposes) is appointed in respect of the assets and/or undertakings 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 if the Seller has a reason to anticipate any such appointment, arrangement or composition.

19.2 The Seller may assign all or any of its rights and obligations without notice to the Buyer. The Buyer consents, irrespective of notice, to be bound to the assignee. Delivery of the Product by the assignee shall constitute its consent to be bound to the Buyer under the terms set out herein. Any assignment by the Buyer without the Seller's express written consent shall be void.

19.3 The Sales Agreement constitutes the entire agreement between the Parties covering the subject matter. There are no other agreements, which constitute any part of the consideration for or any conditions to, either Party's compliance with its obligations under the Sales Agreement. Any implied warranties, conditions and agreements,





including any general terms and conditions of the Buyer, whatsoever are hereby expressly excluded and extinguished. No modifications shall be binding unless in writing and signed. Where there is any conflict between any such implied agreements or modifications the terms and conditions of these GTC's shall prevail. 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.

19.4 No term of the Sales Agreement, unless expressly stated otherwise, is intended to, or does, confer a benefit or remedy on any third part. A person, company or other legal entity who is not a party to the Sales Agreement shall not have or acquire any rights in relation to the Sales Agreement.

19.5 The Buyer warrants that in connection with the Sales Agreement, it has not relied upon any representations, whether written or oral, made by or on behalf of the Seller, but has relied on its own knowledge, judgment and expertise.

19.6 If any provision or portion of this Contract shall be adjudged invalid or unenforceable by a court or arbitral tribunal of competent jurisdiction or by operation of any applicable law, such provision or portion of this Contract shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

19.7 The heading of clauses is for convenience and are not to be considered part of the Sellers terms.

20. APPLICABLE LAW AND JURISDICTION

Except as otherwise expressly agreed to in writing, the Sales Agreement its performance and enforcement is governed by the Laws of the Republic of Ghana. All disputes arising in connection with this agreement or any agreement resulting hereof shall be referred to the Courts of Ghana. For the sole benefit of the Seller, it is further agreed that the Seller may proceed against the Buyer, any third party or the Vessel, in such jurisdiction and under such forum 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.

21. ANTI BRIBERY & CORRUPTION DUE DILIGENCE FORM

It is the policy of AI Energy to prohibit bribery and other corrupt conduct in any form. Bribery and kickbacks involving government officials, customers, suppliers and other counterparties in the commercial marketplace are specifically prohibited.





Accordingly, neither AI Energy nor any Company Representative may, directly or indirectly, offer, promise, pay, give or authorize any financial or other advantage, or anything else of value, to any other person or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage for AI Energy or improperly reward the recipient for past conduct.

In that light, AI Energy always does due diligence on our Suppliers to ensure that they are in conformity with our Anti-bribery and corruption policies. Any inconsistency with Suppliers Anti-bribery and Corruption due diligence questionnaire will warrant outright termination of the Suppliers contract.

AI Energy is Trace Certified and has zero tolerance for any form of Bribery and Corruption.

