WEST OIL - BUNKERING TERMS AND CONDITIONS

1. APPLICATION These Terms and Conditions shall apply to all quotations, nominations, sales and deliveries of marine fuels by West Oil unless otherwise agreed in writing.

2. PRICE The price of marine fuel shall be agreed between Seller and Buyer. Buyer shall additionally be responsible for all applicable taxes, duties, port charges and governmental fees.

3. NOMINATION AND CONFIRMATION A bunker order shall be deemed firm once quantity, grade, location and price have been confirmed by both Parties. Cancellation after confirmation may result in cancellation fees and recovery of all costs incurred by the Seller.

4. ETA / ETD OBLIGATIONS Buyer shall promptly inform Seller of any changes to the Vessel's ETA, ETB or ETD.

5. DELIVERY PROCEDURE Buyer shall ensure that the receiving Vessel is ready to receive bunkers and shall provide all necessary assistance required for safe delivery.

6. QUANTITY DETERMINATION The quantity delivered shall be measured and determined by the Seller's certified and calibrated flow metering system installed onboard the supplying barge or delivery unit. The Seller's flow metering system is maintained, verified and calibrated in accordance with applicable metrological requirements. The quantity recorded by the Seller's flow metering system shall constitute the primary contractual and conclusive evidence of the quantity delivered unless manifest error or fraud is proven. The Buyer and/or Vessel representatives shall have the right to witness meter readings before, during and after delivery. Upon request, access may be provided for tank soundings, ullage measurements or other quantity verification procedures before commencement and after completion of delivery. Such measurements are supplementary in nature only and shall not override the quantity determined by the Seller's certified and calibrated flow metering system. The absence of an independent surveyor shall not affect the validity of the quantity measured and recorded by the Seller's flow metering system. Any quantity claim, Letter of Protest (LOP) or other objection concerning delivered quantity shall not by itself invalidate the quantity determined by the Seller's flow metering system and shall be subject to review and verification by the Seller. Any quantity claim must be raised without undue delay following completion of delivery.

7. QUALITY Buyer is solely responsible for selecting the required fuel grade and specification.

8. SAMPLING Representative samples shall be drawn whenever practicable and retained as primary evidence in quality disputes.

9. CLAIMS All quality claims shall be submitted in writing within twenty-one (21) days from the date of delivery.

10. DOCUMENTATION The Bunker Delivery Note (BDN) and Flow Meter Ticket signed by the Vessel's representative shall constitute prima facie evidence of delivery and quantity supplied.

11. PAYMENT Payment terms shall be agreed between the Parties and specified in the final nomination provided by the broker, trader or shipowner. Payment shall be made in Euro or in any other currency agreed by the Parties. The payment currency, payment period and method of payment shall be determined in the final nomination provided by the broker, trader or shipowner.

12. RISK AND TITLE Risk passes upon completion of delivery. Title remains with the Seller until full payment has been received.

13. FORCE MAJEURE Seller shall not be liable for events beyond its reasonable control.

14. GOVERNING LAW Lithuanian law applies. Disputes shall be subject to Lithuanian courts.