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**General Terms and Conditions for Sale and
Delivery of SJB Petroleum Products by version
2000**

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I GENERAL TERMS AND CONDITIONS FOR SALE, GENERAL PROVISIONS

1. APPLICABILITY

These General Terms and Conditions for Sale shall apply from the time and date of the Seller's Offer. The applicability of Buyer's Terms and Conditions is expressly excluded.

2. DEFINITIONS

- 2.1 For the purpose of the Agreement, the following terms shall have the following meaning, unless the context requires otherwise.
- 2.2 "Agreement" means the Contract of Sale, these General Terms and Conditions including Attachments, Annexes, and/or Appendixes, as amended from time to time, Incoterms 2000 and any other document referred to in these documents, and in this order of priority.
- 2.3 "Barge" means any non-sea-going vessel used for the transport over inland waterways.
- 2.4 "Buyer" is the buyer as indicated in the Contract of Sale.
- 2.5 "Calendar" means The Gregorian calendar.
- 2.6 "CFR" means the term "CFR" of the Incoterms2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.7 "CIP" means the terms "CIP" of the Incoterms2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.8 "CIF" means the terms "CIF" of the Incoterms2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.9 "CPT" means the term "CPT" of the Incoterms2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.10 "Contract of Sale" means the specific terms and conditions agreed between Seller and Buyer.
- 2.11 "DAF" means the terms "DAF" of the Incoterms2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.12 "Day" means a calendar day.
- 2.13 "DDP" means the terms "DDP" of the Incoterms2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.14 "DDU" means the term "DDU" of the Incoterms2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.15 "Delivered" means the group D terms DDU and DDP of the Incoterms2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.16 "DES" means the terms "DES" of the Incoterms2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.

- 2.17 "FCA" means the term "FCA" of the Incoterms 2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.18 "FOB" means the terms "FOB" of the Incoterms 2000, except as modified by these General Terms and Conditions. If there is any conflict between Incoterms and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 2.19 "ICT" means an intra-community transaction as defined in article 28 (c) (A) of the European Community (EC) Council Directive 77/388/EEC.
- 2.20 "Incoterms 2000" means the Incoterms 2000 as published by the International Chamber of Commerce as amended from time to time.
- 2.21 "ITOPF" means the International Tanker Owners Pollution Federation Limited.
- 2.22 "Month" means a calendar month.
- 2.23 "Offer" means any offer, quotation or information given by the Seller to the Buyer or its representative or agent.
- 2.24 "Seller" is SJB Petroleum Products B.V. or other person or company as indicated in the Contract of Sale.
- 2.25 "Ton" or "metric ton" or "t" means a quantity equivalent to a mass of 1,000 kilograms. (In the Netherlands there is a legal obligation to calculate weight in vacuum.)
- 2.26 "Vessel" means any sea-going vessel.
- 2.27 "Working day" means Monday to Friday not being a public holiday in the Netherlands or other country where the contractual obligation is to be fulfilled.
- 2.28 "Working hour" means the hours on a working day between 09:00 AM to 5:00 PM unless this is different in a country where the contractual obligation is to be fulfilled.
- 2.29 "Year" means a calendar year.

3. SUPPLY

- 3.1. Where the Agreement is for multiple liftings during an agreed delivery period, liftings shall take place evenly spread over such delivery period, unless agreed otherwise specifically.
- 3.2. Supply includes supply by a third party acting on behalf and on the instructions of Seller.
- 3.3. Seller shall be at liberty to supply in part-deliveries, unless explicitly agreed otherwise.

4. QUALITY

- 4.1. The goods to be supplied shall be of the quality being supplied at the time and place of loading, unless specifications are prescribed elsewhere in the Agreement, in which case such specification represent the only quality characteristics which the goods are required to meet.
- 4.2. This Clause constitutes the whole of Seller's obligations with respect to the quality of the goods to be supplied and (save to the extent that exclusion thereof is not permitted or is ineffective by operation of applicable law) all statutory or other conditions or warranties with respect to the description, merchantability or quality of the goods or its fitness for any purpose are hereby excluded.

5. TRANSFER OF RISK

The transfer of risk will take place as indicated in the Contract of Sale and following the definitions of the Incoterms 2000.

6. TRANSFER OF PROPERTY

The goods delivered remain the unconditional property of the Seller until the Buyer has paid all amounts due to the Seller, inclusive of interest and costs, arising out of the relevant agreement or otherwise.

7. PAYMENT

7.1 All prices are exclusive V.A.T., taxes, duties, government levies and other imposts which, if applicable, will be invoiced and paid concurrently with the sales price.

7.2 Payment shall be made as stipulated in the Contract of Sale, without withholding, deduction, set-off or counterclaim against Seller's invoice, accompanied by the relevant documents, to the bank designated by Seller. Payment has to be received at the disposal of Seller ultimately on the due date.

7.3 If conversion of currency has to take place, the relevant ABN AMRO rates will be applicable.

7.4 If payment is due on a Saturday or on a weekday other than Monday, which is not a banking day in New York or at such other place as may be designated by Seller for payment, payment shall be effected the nearest preceding banking day. If payment is due on a Sunday or Monday which is not a banking day in New York or at such other place as so designated, payment may be effected the next following banking day.

7.5 Without any formal or informal notice of default being required Buyer shall pay on demand interest on any amount not received by Seller on the due date from the due date up to and including the date of payment at a rate of LIBOR plus two percentage points or at a rate of twelve percent, whichever is the higher. LIBOR will be defined as the three months London Interbank Offered Rate (or such other interest rate as may be issued in replacement thereof) for U.S. dollars (or if the payment is to be made in other currency than U.S. dollars, for that other currency) as published by Financial Times (or as published by National Westminster Bank, London, if not published in the Financial Times). The foregoing shall not be construed by Buyer as an indication of any willingness on the part of Seller to provide extended credit as a matter of course.

7.6 If Buyer should fail to pay, Seller may on written notice to Buyer forthwith suspend all or any supply of goods until Buyer has paid any such amount owing or may at Seller's option on written notice to Buyer forthwith terminate the Agreement without any liability on Seller's side but without prejudice to any right of action or claim of the Seller accrued at the date of termination.

7.7 If Seller has any reason whatsoever to doubt the ability of Buyer to perform his obligations under the Agreement Seller may suspend delivery until Buyer either has made payment in advance or has provided such other security as Seller, in his absolute discretion, may require.

7.8 All costs of payment or of furnishing security for payment will be for Buyer's account.

7.9 Seller shall not be obliged to commence or complete the loading/discharge until the security to be provided by Buyer is found acceptable by Seller (financial hold).

7.10 Any delay to provide security and any costs and damages related therewith shall be for the account of Buyer.

7.11 All documentary credits shall be in accordance with the ICC Uniform Customs and Practice for Documentary Credits, publication no. 500 1993 Revision in force as of January 1, 1994.

8. DUES AND CHARGES

Dues and other charges on the vessel and any taxes on freight shall be borne by the party arranging the transportation.

9. SETTLEMENT OF INVOICES

Seller shall at all times be entitled to set off amounts receivable at any time from Buyer against any amounts receivable at any time by Buyer from Seller.

10. V.A.T.

10.1 Buyer is liable for any V.A.T., interest and fines due by Seller, if Buyer does not timely provide Seller with the statements and documents to exempt Buyer from V.A.T. as required by the applicable fiscal law.

10.2 If applicable, Buyer will notify Seller in the nomination that the delivery qualifies as an ICT, which notification means that the goods will be transported by Buyer or on his behalf to another EC Member State and that Buyer will file an acquisition in the Member State of the V.A.T. number used. Buyer has to provide Seller as soon as possible after delivery with documents proving that the goods have been transported by Buyer or on his behalf to another EC Member State, unless otherwise agreed. If the V.A.T. number used by Buyer cannot be verified with the fiscal authorities in time, or if fiscal authorities cannot validate the number at verification, the supply will be deemed to be a standard rated national supply and V.A.T. will be levied accordingly.

10.3 If the supply is zero rated for V.A.T. according to table 11 item a2, a7 or a8 of the Dutch V.A.T. Act (Wet Omzetbelasting '68), Buyer will provide Seller in the nomination with all statements necessary to comply with the Dutch fiscal law.

11. CUSTOMS AND EXCISE DOCUMENTATION

11.1 At the request of Buyer Seller shall draw up an administrative accompanying document (AAD) for the transport of the goods to a tax warehouse, a registered trader or non registered trader designated by Buyer. Buyer will notify Seller in writing timely before the drawing up of the AAD of his or the excise number of the consignee.

11.2 The Buyer shall return a copy of the AAD, duly annotated, to the Seller within 15 days after discharge.

11.3 Buyer will ensure that Seller is informed immediately when the consignee or the place of delivery has changed.

11.4 Buyer will ensure that Seller is informed immediately when the customs or excise documents have been cleared or substituted by another document.

11.5 Buyer will indemnify Seller against any liability, costs, taxes, fines, penalties, interests, levies, imposts, charges, and duties resulting directly or indirectly from using or non clearance of above mentioned documents or the failure to give any required notice, regardless as to whether there is any negligence or fault on the part of Seller.

12. DESTINATION RESTRICTIONS AND CERTIFICATION

12.1 Buyer undertakes that the goods purchased will not be disposed of by way of resale, exchange, loan, or other arrangement or device, for supply to any destination which at the time of disposal is or is declared an embargoed destination by the Government of the country in which the goods originate or the country in which the goods are manufactured or processed, or a destination prohibited by the terms on which Seller has acquired the goods, provided that if Buyer is, or is likely to be, prevented by any law to

which Buyer is subject or any governmental policy, demand or request by which Buyer reasonably considers himself to be bound from complying with the above, Seller and Buyer shall meet and discuss the implications for Buyer and Seller and, pending resolution on any difficulty which such law, policy, demand or request causes or is likely to cause, Seller may at its discretion and without any liability therefore, suspend in whole or in part the supply hereunder in which case Buyer is at liberty to terminate the Agreement forthwith.

- 12.2 On Seller's request Buyer undertakes to advise Seller of the country of destination of the goods and, if so requested by Seller, to provide a Certificate of Discharge, or equivalent, signed by an appropriate authority in the discharge port. within 45 days after the date of completion of discharge of the goods concerned or 21 days after the request by Seller, whichever is the later.

13. ASSIGNMENT

Assignment of the Agreement by either party may only take place with the written consent of the other party.

14. TERMINATION

If either party should go into liquidation (other than voluntary liquidation for the purpose of corporate reconstruction), or if a Receiver or Sequestrator of the undertaking and assets (or any part thereof) of either any should be appointed, or if either party should become bankrupt or insolvent, should offer or enter into a Deed of Arrangement or a composition for the benefit of its creditors, or should do or suffer any equivalent act or thing under any applicable law, the other party may, by written notice, forthwith terminate the Agreement without prejudice to any right of action or claim accrued at the date of termination.

15. FORCE MAJEURE

- 15.1 Neither Seller nor Buyer shall be responsible for any failure to fulfil their respective obligations under the Agreement (other than the payment of money) if fulfilment has been delayed or prevented by any event whatsoever which is not within the reasonable control of Seller or of Buyer as the case may be. Non or late delivery of the relevant goods by Seller's supplier will constitute force majeure for Seller.
- 15.2 If by any reason of any of the events referred to in Clause 15.1 either the availability from any of Seller's sources of supply of goods, whether deliverable under the Agreement or not, or the normal means of transport of such goods is delayed, hindered, interfered with, curtailed or prevented, then Seller shall be at liberty to withhold, reduce or suspend supplies hereunder to such extent as Seller may reasonably think fit and Seller shall not be bound to purchase or otherwise make good shortages resulting from any such event.
- 15.3 In case of non-or late delivery by Seller as a consequence of force majeure the contracted delivery date will be extended with the period of force majeure, if the Seller so indicates. Otherwise neither force majeure nor any of the events referred to in Clause 15.1 and 15.2 shall operate to extend any contractual period.
- 15.4 Parties shall immediately inform each other of the occurrence of an event as referred to in Clause 15.1 and 15.2 giving reasonable details of the event in question, and to the extent possible, shall estimate the scope and duration of the event.

16. LIMITATION OF LIABILITY

Except as expressly provided in the Agreement or in case of gross negligence or wilful misconduct - where the Seller is concerned, of the Seller itself - neither the Seller nor the Buyer shall be liable, whether in contract or in tort or otherwise, for consequential, indirect or special losses or special damages of any kind arising out of or in any way connected with the performance of or failure to perform the Agreement. Parties shall hold each other harmless from and indemnified against any claims resulting from such gross negligence or wilful misconduct. Without limitation to the generality of the foregoing, the Seller shall in no circumstances be liable for more than the difference between the contract price and the market price, nor be liable for any loss of profit, cost of overheads thrown away or loss resulting from shut down.

17. WAIVER

The delay or failure on the part of either of the parties hereto to insist, in any one instance or more, upon strict performance of any of the terms or conditions of the Agreement, or to exercise any right or privilege, shall not be construed as a waiver for the future of any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

18. APPLICABLE LAW AND JURISDICTION

- 18.1 The validity, application, interpretation and implementation of the Agreement and any dispute, controversy and claim arising therefrom, shall be exclusively governed by Netherlands law, excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980).
- 18.2 Any dispute between the parties to the Agreement whether resulting from a claim in contract or tort, or any other claim or controversy which may arise in connection with the activities contemplated in this Agreement or the application, implementation, validity, breach or termination of this Agreement or any provision thereof shall be exclusively submitted to and settled by the relevant courts in Rotterdam, the Netherlands. However, the Seller shall have the right, at its discretion, to bring claims before other courts.
- 18.3 Nothing in the Agreement or any communication in connection therewith shall operate or be construed as a submission express or implied, by Seller as a defendant to the jurisdiction of any court in the United States of America.

19. SOVEREIGN IMMUNITY

Each party hereto warrants that it has entered into the Agreement in a commercial capacity and that with respect to the Agreement it is in all respects subject to civil and commercial law. Without prejudice to the provisions of Article 18, each party hereby consents generally in respect of any legal action, arbitration or other proceedings arising out of or in connection with the Agreement to the giving of any relief, or to the issue of any process in connection with such action or proceedings irrespective of the jurisdiction in question. Each party hereby irrevocably and unconditionally and to the fullest extent permitted by law waives any rights of sovereign immunity which it may have now or which it may subsequently acquire in respect of its position or any property and/or assets (present or subsequently acquired and wherever located) belonging to it.

II GENERAL TERMS AND CONDITIONS FOR SALE, SPECIAL PROVISIONS FOR FOB/FCA SALES

1. GENERAL

The provisions of Part II shall be subordinate to the provisions of Part I to the extent there is an inconsistency.

2. LOADING CONDITIONS (VESSELS)

- 2.1 Buyer shall give Seller at latest two working days in advance full instructions regarding the loading of the vessel and documentation instructions.
- 2.2 Buyer shall arrange for the vessel to report to Seller 72, 48 and 24 hours in advance of estimated time of arrival (E.T.A.) stating the expected date and hour of arrival.
- 2.3 Seller shall exercise due diligence to order the vessel only to places which are safe for the vessel and shall accept loading of the goods at a berth free of charge and at which the vessel can lie and load, always safely afloat.
- 2.4 Seller shall arrange for all equipment and facilities required ashore for mooring and unmooring and connecting and disconnecting pipes and hoses for loading.

3. NOMINATING PROCEDURE

Nominations made under the provision of a financial hold will only be handled as soon as the financial hold has been released. All nominated vessels, barges and other means of transport have to be acceptable to nominee and be suitable to load the relevant goods. Nominations have to be made in writing; letter, fax or E-mail is acceptable.

3.1 VESSELS

- 3.1.1 Buyer shall advise Seller of the nomination for lifting not later than 5 days before the expected date of arrival of the vessel at the loading port.
- 3.1.2 This nomination shall include
 - Contract number
 - Vessel name
 - Name carrier (in case of delivery under documentary credit)
 - IMO (International Maritime Organisation) number
 - Flag
 - Year built
 - Capacity
 - Length
 - Beam
 - Draught
 - Quantity and the name of the goods
 - Part cargo (if applicable)
 - Three previous cargoes
 - Rate of demurrage
 - Laydays (which shall be either a stated range of three days, or a deemed range beginning one day before and ending one day after a stated estimated date of arrival, but in any event falling within the delivery period mentioned in the Contract of Sale).
 - In case of a zero percent V.A.T. delivery within the EC:
 - Applicable statement as referred to in the V.A.T Clause under number 10 of chapter I of these conditions (ICT or Dutch V.A.T. Act)

- V.A.T. number of Buyer (if applicable)
 - V.A.T. number of receiver (if applicable)
 - AGP number of receiver (English excise number, German Steuerlager number, if applicable)
 - Full name and address of receiver (Name/Place/Country) or destination, whichever is applicable
 - Surveyor (if applicable).
- 3.1.3 Seller shall give Buyer as soon as possible but anyway within 2 working days notice accepting or rejecting any nomination, but nominations shall not be rejected unreasonably.
- 3.1.4 In case of rejection, parties shall negotiate a mutually acceptable new nomination.
- 3.1.5 Buyer may, with prior Agreement by Seller, amend the nomination.
- 3.1.6 Buyer hereby affirms that he is familiar with the draught, beam and overall length limitations of the loading port and will not nominate a vessel exceeding such limitations. Buyer also hereby affirms that he is familiar with and shall cause the vessel to comply with all applicable regulations in force at the loading port, including but without limitation to those relating to open fires on board of vessels, and shall ensure that the vessel nominated shall conform in all respects to the requirements of the trade and relevant international regulations and Agreements; that the hull, machinery, boilers, tanks, equipment and facilities shall be in good order and condition, in every way fit for the service required and fit to load and carry the cargo specified and that she has a full and efficient complement of Master, officers and crew. If Buyer's vessel does not comply with the above Seller may refuse to berth or load the vessel with the scheduled supply.
- 3.1.7 Buyer warrants that the vessel is entered in a P & I club acceptable to Seller.
- 3.2 BARGES
- 3.2.1 Nominations to be made latest 2 full working days before the expected time of arrival of the barge.
- 3.2.2 Nominations made later than 15.00 hours from Monday till Thursday, and later than 14:00 hours on a Friday, will be treated as if the nomination was made at 09.00 hours (local time) on the following working day.
- 3.2.3 Nominations have to be in accordance with the Contract of Sale and should contain the following information:
- Contract number
 - Barge name
 - Name carrier (in case of delivery under documentary credit) and corresponding Europe number
 - Quantity and the name of the goods
 - Separation (If applicable)
 - Previous cargo
 - E.T.A.
 - In case of a zero percent V.A.T. delivery within the EC:
 - Applicable statement as referred to in the V.A.T. Clause Clause under number 10 of chapter I of these conditions (ICT or Dutch V.A.T. Act)
 - V.A.T. number of Buyer
 - V.A.T. number of receiver (if applicable)
 - AGP number of receiver (English excise number, German Steuerlager number) (if applicable)
 - Full name and address of receiver (Name/Place/Country) or destination, whichever is applicable.
 - Destination with regard to custom documents.
 - Part cargo (if applicable)
 - Surveyor (if applicable)

- Documentation instructions
- 3.2.4 If the nomination has been made in accordance with the above, Seller will confirm the nomination and indicate a loading berth.
- 3.2.5 In case the berth occupancy for a certain day has reached its maximum Seller has the right to place the nomination on the next first available day.
- 3.2.6 Barges nominated and accepted for a certain loading date will be handled on first come first served basis.
- 3.2.7 Barges arriving before the agreed loading date will be loaded if the berth occupancy allows Seller to do so. Already scheduled nominations and arrivals will have priority.
- 3.2.8 Barges arriving after the agreed loading date will be handled if the berth occupancy allows Seller to do so. Already scheduled nominations and arrivals will have priority.
- 3.2.9 A change in a nomination will be treated as a new nomination.
- 3.2.10 The size of the barges should be as much as possible in accordance with the nominated quantity.
- 3.2.11 Barges, which as a result of unforeseen circumstances ashore are not handled on the agreed date, will be handled with priority as soon as these circumstances have been remedied.
- 3.2.12 Seller may give barges priority over other barges if deemed necessary by Seller.
- 3.3 ROAD TANK CARS (except LPG)
- 3.3.1 Bulk loading/discharge will take place during daytime, i.e. from 08.00 till 16.00 hours on working days. Latest call time is 15.00 hours, unless otherwise specifically agreed upon.
- 3.3.2 Nominations have to be in accordance with the Contract of Sale and should contain the following information:
 - Contract number
 - Indent number
 - Quantity and the name of the goods
 - E.T.A.
 - Name carrier
 - In case of a zero percent V.A.T. delivery within the EC:
 - Applicable statement as referred to in the V.A.T. Clause Clause under number 10 of chapter I of these conditions (ICT or Dutch V.A.T. Act)
 - V.A.T. number of Buyer
 - V.A.T. number of receiver (if applicable)
 - AGP number of receiver (English excise number, German Steuerlager number) (if applicable)
 - Full name and address of receiver (Name/Place/Country) or destination, whichever is applicable.
 - Destination with regard to custom documents.
 - Documentation instructions
- 3.4 OTHER MEANS OF TRANSPORT
As agreed upon in the Contract of Sale.

4. LAYTIME AND DEMURRAGE

4.1 LAYTIME VESSEL

- 4.1.1 The time allowed for loading each full cargo under the Contract of Sale shall be the time allowed as per the relevant charter party, provided that same has been provided to the Seller with the nomination, and shall begin to run at each loading port either
 - at the expiry of 6 hours (not to be pro-rated in case of part cargo) after Notice of Readiness to load has been received by Seller, or their representative, from the Master, or his representative (which Notice of Readiness may be tendered only after the vessel has entered the anchorage or other customary waiting area), or

- when the vessel is securely moored at the loading place and ready to load and written notice thereof has been received by Seller whichever occurs first; except that :
- if the vessel arrives before the first day of the layday range and is nominated and accepted in accordance with the provisions of the Nominating Procedure Clause, laytime shall not commence until 06.00 hours (local time) of the first day of the layday range or the time loading commences whichever is the earlier, or
- if the vessel arrives after the last day of the layday range and is nominated and accepted in accordance with the provisions of the Nominating Procedure Clause, laytime shall commence at the time loading commences

4.1.2 Time shall not count against laytime, or if the vessel is on demurrage, for demurrage when spent or lost :

- on an inward passage moving from her waiting place to the loading place, timely nominated by Buyer;
- whilst the vessel is handling ballast (including the time needed to analyse the ballast);
- by any cause attributable to the vessel, including breakdown or inefficiency of the vessel;
- strike, lock-out, stoppage or restraint of labour of master, officers or crew of the vessel or tug boats or pilot;
- by any delay due to loading or discharging inspection by Buyer's or Seller's representative at Buyer's or Seller's request.
- awaiting tide and/or tidal restrictions.

No other event shall suspend the running of time to be counted as laytime or demurrage even if it is an event of a type described in Part I, Clause 15 or Part 11, Clause 4.2.3.

4.1.3 Laytime shall continue to run and demurrage, if incurred, shall continue to be payable until the cargo hoses or pipelines have been disconnected, except that if the vessel is delayed after such disconnection for Seller's purposes in excess of three hours, laytime shall continue to run and demurrage, if incurred, shall continue to be payable from disconnection until the termination of such delay.

4.2 DEMURRAGE VESSEL

4.2.1 If and to the extent demurrage is due by Buyer to the (disponent) owners of the vessel, Seller shall pay demurrage to Buyer, at the rate specified below and per running day and pro rata for part of a running day, for all time by which the allowed laytime is exceeded by the time which counts against laytime or for demurrage, but only to the extent that the exceeding of laytime is to be blamed to Seller, and taking into account the other provisions hereof.

4.2.2 If however all or part of such demurrage is due to fire or explosion or by breakdown of machinery or equipment at the port of loading in or about the plant of Seller or Buyer or Seller's ultimate suppliers (not being first caused by the negligence or the wilful act or omission of Seller, Seller's ultimate suppliers, their servants or agents), or arises or results from act of God, act of war, riot, civil commotion, strikes, or arrest or restraint of princes, rulers or peoples, the rate of demurrage shall be reduced to one half per running day or pro rata for part of a running day.

4.2.3 The rate of demurrage to be used for the purposes of this Clause shall be the charter party rate as nominated to and accepted by Seller or, if no such rate has been nominated and agreed, the single voyage market level current in London on the date of commencement of loading for a vessel of similar type and summer dead-weight to that actually involved. Such market level shall be expressed in percentage points of "Worldscale" as amended from time to time, or such other Freight Scale as may be issued in replacement thereof and applied to the demurrage rate appropriate to the size of the vessel concerned provided for in the aforementioned Freight Scale. In default of Agreement between Buyer and Seller the market level is to be determined by Shipping

- Brokers in London nominated by Agreement between Buyer and Seller or in default of such Agreement nominated by the Chairman of the London Tanker Brokers' Panel.
- 4.2.4 A demurrage claim will only be considered provided that notice has been given within 60 days and a fully documented claim is received within 90 days from the date of completion of loading, and within working hours. No demurrage will be payable to the extent that laytime was reversible and demurrage in the load port can be offset against despatch in the discharge port.
- 4.2.5 Payment of due and agreed demurrage shall be made within 30 days of the date of invoice in accordance with the provisions of the Payment and Settlement of Invoices Clauses.
- 4.2.6 If the vessel concerned loads goods as described in the Contract of Sale as well as goods not described in the Contract of Sale at the same loading or discharging port, liability for demurrage under the foregoing provisions shall be limited to that proportion of the total demurrage equal to the rate of the goods described in the Contract of Sale to the total quantity of goods loaded on or discharged from the vessel concerned at the port/berth concerned.
- 4.3 LAYTIME BARGE
- 4.3.1 The time allowed for loading under the Contract of Sale will be half of the total free hours for loading and discharging as mentioned in the applicable transport Agreement.
- 4.3.2 Laytime will start at the time of arrival of the barge on the agreed loading date (acceptance date) or after two full working days after date and time of nomination, whichever is the later.
- 4.3.3 Laytime will end as soon as loading papers have been issued by or on behalf of the Seller.
- 4.3.4 For barges arriving before the agreed loading date (acceptance date), laytime will start at 00,01 hours on the agreed loading date or after two full working days after time of nomination, whichever is the later.
- 4.3.5 For barges arriving after the agreed loading date (acceptance date), laytime will start at commencement of loading.
- 4.3.6 Any time in excess of one hour spent on remeasurement of the cargo, shall not count against laytime.
- 4.4 DEMURRAGE BARGE
- 4.4.1 Demurrage will be due only if and to the extent demurrage is due to the owner of the barge and be based on the reversible laytime principle.
- 4.4.2 The demurrage rate will be the rate according to the transport Agreement.
- 4.4.3 Claims for demurrage will only be considered if they
- are fully documented i.e. including a copy of the original invoice from the (disponent) owner of the barge, and
 - have been made within 30 days from the completion of loading date and within working hours, otherwise they will be considered null and void.
- 4.5 LAYTIME AND DEMURRAGE OTHER MEANS OF TRANSPORT
As agreed upon in the Contract of Sale.

5 MEASUREMENT AND SAMPLING

- 5.1 Measurements and sampling shall be carried out in accordance with internationally recognised methods.
- 5.2 The results of measurement and sampling shall be treated as conclusive as to the quantity and quality loaded, absent fraud or manifest error.
- 5.3 A sufficient quantity of the relevant representative samples shall be correctly taken at each loading port, and then sealed and kept by Seller during 60 days after the day of completion of loading.
- 5.4 The quality of the goods shall be determined on a representative sample of the relevant shore tank prior to loading. Each such ullage report shall show actual ullage/dips and densities at observed and standard temperature (15 Degrees Celsius) in Vacuum.

- 5.5 On Buyer's request Seller shall provide or cause to be provided the vessel's or barge's tank-by-tank ullage report. Each such ullage report shall show actual ullage/dips and densities at observed and standard temperature (15 degrees Celsius). All quantities shall be expressed in kilograms at both observed and standard temperature.
- 5.6 The quantity of the goods loaded shall be determined by the facilities or by independent surveyor at the place of loading.
- 5.7 Seller shall procure a certificate as to the quantity and quality (on request) of the goods loaded upon completion of loading of the goods.
- 5.8 On request Seller shall advise Buyer of the quantity and/or quality recorded on such certificate as soon as possible after completion of loading of the goods.

6. SELLER'S / BUYER'S REPRESENTATIVE (VESSELS)

- 6.1 Where permitted Buyer and/or Seller may appoint a representative to assist in the supervision of and to inspect the loading of the vessel.
- 6.2 Any delays incurred by such inspection resulting in demurrage at the loading port shall be for the sole account of the party appointing the representative.

7. EXCISE DUTIES

- 7.1 Buyer is liable for all taxes, increases and fines which is the result of infringements during the transport of the goods or shortages observed on acceptance of the goods by the addressee of the administrative accompanying document (AAD).
- 7.2 In case of infringements or shortages Seller and Buyer will make their best efforts to clarify this matter jointly by:
- exchange of all requisite cargo documents from loading and/or discharging the vessel, appropriate for shipment,
 - informing each other about any tax-assessment for infringements or shortages,
 - looking after the interest of the other party in relation to the national fiscal/customs authorities.

8. ITOPF

It is in the interest of both seller and buyer and beneficial to each of them to ensure that all goods, if applicable, under the Agreement are covered to the fullest extent by voluntary schemes providing compensation for pollution accidents. Accordingly, buyer warrants that each vessel nominated to carry the goods shall be:

- owned or demise chartered by a member of the "International Tanker Owners Pollution Federation";
- entered in a Protection and Indemnity (P&I) club acceptable to Seller.

III. GENERAL TERMS AND CONDITIONS FOR SALE, SPECIAL PROVISIONS FOR CFR/CPT, CIF/CIP SALES

1. GENERAL

The provisions of Part III shall be subordinate to the provisions of Part I to the extent there is an inconsistency.

2. CONTRACT OF CARRIAGE

2.1 Seller reserves the right to refuse at any time:

- to direct any vessel to undertake or to complete a voyage to the intended destination if such vessel is required in performance of the Agreement:
 - to transit or to proceed or to remain in waters so that the vessel concerned would be involved in a breach of Institute Warranties or, in Seller's opinion, risk to its safety or risk of ice damage;
 - or to transit or to proceed or to remain in waters where there is war (de facto or de jure or risk thereof).
- prior to commencement of loading to direct any vessel to undertake a voyage to the intended destination if such vessel is required in performance of the terms of the Agreement to transit waters which, in seller's reasonably held opinion, would involve abnormal delay.

2.1.1 If Seller agrees to direct a vessel to undertake or to complete a voyage as referred to in Clause 2.1 the Buyer undertakes to reimburse Seller for costs to Seller of any additional insurance premiums and any other sums that seller is required to pay to vessel owners including but not limited to any sums in respect of any sums in respect of any amounts deductible under vessel owner's insurance and any other costs and/or expenses incurred by Seller.

3. INSURANCE

3.1 In case of a CIF or CIP sale, Seller shall procure insurance of the goods by an insurance company of first class international standing for the benefit of the Buyer, for 110 percent of the CIF/CIP value of the goods, which shall cover the period from the time when the risk passes to Buyer until delivery of the goods at destination and shall be covered by the same terms and conditions as a standard Lloyd's Marine Insurance Policy MAR with Institute Cargo Clauses (A) Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) attached.

Claims for leakage and/or shortage shall be subject to a deductible of one half percent, which figure shall be deemed to include ordinary loss.

Seller will provide to Buyer the insurance policy once available.

3.2 If Seller agrees to direct a vessel to undertake or to complete a voyage other than as referred to in Clause 3.1 then Buyer undertakes to reimburse Seller any additional insurance premiums for the goods.

4. DISCHARGE CONDITIONS

4.1 Buyer shall give Seller as far in advance as Seller reasonably requires full documentation instructions.

4.2 Seller shall arrange for the vessel to report to Buyer 72, 48 and 24 hours in advance of estimated time of arrival stating the expected date and hour of arrival.

- 4.3 Buyer shall exercise due diligence to order the vessel only to places which are safe for the vessel and shall accept discharge of the goods at a berth free of charge and at which the vessel can lie and discharge, always safely afloat.
- 4.4 Buyer shall arrange for all equipment and facilities required ashore for mooring and unmooring and connecting and disconnecting pipes and hoses for discharging.

5. LAYTIME AND DEMURRAGE

5.1 LAYTIME VESSEL

- 5.1.1 The time allowed for discharging each full cargo under the Contract of Sale shall be the time as stipulated in the relevant charter party, and shall begin to run at each discharge port as described in the said charter party, or, in as far as not described therein, either
- at the expiry of 6 hours (not to be pro-rated in case of part cargo) after Notice of Readiness to discharge has been received by Buyer, or their representative, from the Master, or his representative (which Notice of Readiness may be tendered only after the vessel has entered the anchorage or other customary waiting area), or
 - when the vessel is securely moored at discharge place and ready to discharge and written notice thereof has been received by Buyer, whichever occurs first; except that :
 - if the vessel arrives before the first day of the delivery period nominated and accepted in accordance with the provisions of the Nominating Procedure Clause, laytime shall not commence until 06.00 hours (local time) of the first day of the delivery period or the time loading/discharging commences whichever is the earlier, or
 - if the vessel arrives after the last day of the delivery period nominated and accepted in accordance with the provisions of the Nominating Procedure Clause, laytime shall commence at the time discharge commences.
- 5.1.2 Unless otherwise described in the relevant charter party, time shall not count against laytime, or if the vessel is on demurrage, for demurrage when spent or lost :
- on an inward passage moving from her waiting place to the discharging place, timely nominated by Seller.'
 - whilst the vessel is handling ballast (including the time needed to analyse the ballast);
 - by any cause attributable to the vessel, including breakdown or inefficiency of the vessel;
 - strike, lockout, stoppage or restraint of labour of master, officers or crew of the vessel or tugboats or pilot.
 - by any delay due to loading or discharging inspection by Buyer's or Seller's representative at Buyer's or Seller's request.

No other event shall suspend the running of time to be counted as laytime or demurrage if it is an event of a type described in Part I, Clause 15 or Part III, Clause 5.2.3.

- 5.1.3 Laytime shall continue to run and demurrage, if incurred, shall continue to be payable until the cargo hoses or pipelines have been disconnected, except that if the vessel is delayed after such disconnection for Buyer's purposes in excess of three hours, laytime shall continue to run and demurrage, if incurred, shall continue to be payable from disconnection until the termination of such delay.

5.2 DEMURRAGE VESSEL

- 5.2.1 If and to the extent demurrage is due by Seller to the (disponent) owners of the vessel, Buyer shall pay demurrage to Seller, at the rate specified below and per running day and pro rata for part of a running day, for all time by which the allowed laytime is exceeded by the time which counts against laytime or for demurrage.
- 5.2.2 If however all or part of such demurrage is due to fire or explosion or by breakdown of machinery or equipment at the port of discharge in or about the plant of Seller or Buyer or Seller's ultimate suppliers (not being first caused by the negligence or the wilful act

or omission of Seller, Seller's ultimate suppliers, their servants or agents), or arises or results from act of God, act of war, riot, civil commotion, or arrest or restraint of princes, rulers or peoples, the rate of demurrage shall be reduced to one half per running day or pro rata for part of a running day.

- 5.2.3 The rate of demurrage to be used for the purposes of this Clause shall be the charter party rate as nominated to and accepted by Buyer, or, if no such rate has been nominated and agreed, the rate as stipulated in the relevant charter party, and failing that, the single voyage market level current in London on the date of commencement of loading for a vessel of similar type and summer dead-weight to that actually involved. Such market level shall be expressed in percentage points of "Worldscale" as amended from time to time, or such other Freight Scale as may be issued in replacement thereof and applied to the demurrage rate appropriate to the size of the vessel concerned provided for in the aforementioned Freight Scale. In default of Agreement between Buyer and Seller the market level is to be determined by Shipping Brokers in London nominated by Agreement between Buyer and Seller or in default of such Agreement nominated by the Chairman of the London Tanker Brokers' Panel.
- 5.2.4 A demurrage claim will only be considered provided that notice has been given within 60 days and a fully documented claim is received within 90 days from the date of completion of discharge.
- 5.2.5 Payment of due and agreed demurrage shall be made within 30 days of the date of invoice in accordance with the provisions of the Payment and Settlement of Invoices Clauses.
- 5.2.6 If the vessel concerned discharges goods as described in the Contract of Sale as well as goods not described in the Contract of Sale at the same discharging port, liability for demurrage under the foregoing provisions shall be limited to that proportion of the total demurrage equal to the rate of the goods described in the Contract of Sale to the total quantity of goods discharged from the vessel concerned at the port/berth concerned.
- 5.3 LAYTIME BARGE
- 5.3.1 The time allowed for discharging under the Contract of Sale will be half of the total free hours for loading and discharging as mentioned in the applicable transport Agreement.
- 5.3.2 Laytime will start at the time of arrival of the barge on the agreed discharging date.
- 5.3.3 Laytime will end on hose disconnection at completion of discharge.
- 5.4 DEMURRAGE BARGE
- 5.4.1 Demurrage will be due only if and to the extent demurrage is due to the (disponent) owner of the barge and will be based on the reversible laytime principle.
- 5.4.2 The demurrage rate will be the rate according to the transport Agreement.
- 5.4.3 Claims for demurrage will only be considered if they
- are fully documented i.e. including a copy of the original invoice from the owner of the barge, and
 - have been made within 30 days from the completion of discharging date, otherwise they will be considered null and void.
- 5.5 LAYTIME AND DEMURRAGE OTHER MEANS OF TRANSPORT
As agreed upon in the Contract of Sale.

6. MEASUREMENT AND SAMPLING

6.1 GENERAL

- 6.1.1 Measurements and sampling shall be carried out in accordance with internationally recognised methods.
- 6.1.2 The results of measurement and sampling shall be treated as conclusive as to the quantity and quality loaded/discharged, absent fraud or manifest error.
- 6.1.3 A sufficient quantity of the relevant representative samples shall be correctly taken at each loading port, and then sealed and kept by Seller during 60 days (aviation products 120 days) after the day of completion of loading.

- 6.1.4 The quality of the goods shall be determined on a representative sample obtained by an inline sampler, if available, of the relevant shoretank prior to loading.
- 6.1.5 On Buyer's request Seller shall provide or cause to be provided the vessel's or barge's tank by-tank ullage report. Each such ullage report shall show actual ullage dips and densities at observed and standard temperature (15 degrees Celsius). All quantities shall be expressed in kilograms at both observed and standard temperature.
- 6.2.1 The quantity of the goods loaded shall be determined by the facilities or by independent surveyor at the place of loading.
- 6.2.2 Seller shall procure a certificate as to the quantity and quality (on request) of the goods loaded upon completion of loading of the goods.
- 6.2.3 On request Seller shall advise Buyer of the quantity and/or quality recorded on such certificate as soon as possible after completion of loading of the goods.
- 7 PUMPING WARRANTY (VESSELS)
- 7.1 Seller warrants that vessel shall discharge the entire cargo within the time mentioned in the relevant charter party or maintain pressure at vessel's rail during the entire period of discharge of, at least, 100 Psi.
- 7.2 All time lost as a result of vessel being unable to discharge its cargo in accordance with the pumping warranty above, through fault of vessel, shall not count as laytime nor, if the vessel is on demurrage, as time on demurrage.

8 SELLER'S/BUYER'S REPRESENTATIVE (VESSELS)

- 8.1 Where permitted Buyer and/or Seller may appoint a representative to assist in the supervision of and to inspect the loading/discharging of the vessel.
- 8.2 Any delays occasioned by such inspection resulting in demurrage at the loading/dischARGE port shall be for the sole account of the party appointing the representative.

EXCISE DUTIES

- 9.1 Buyer is liable for all taxes, increases and fines which is the result of infringements during the transport of the goods or shortages observed on acceptance of the goods by the addressee of the administrative accompanying document (AAD).
- 9.2 In case of infringements or shortages Seller and Buyer will make their best efforts to clarify this matter jointly by:
- exchange of all requisite cargo documents from loading/the vessel/discharging, appropriate for shipment,
 - informing each other about any tax-assessment for infringements or shortages,
 - looking after the interest of the other party in relation to the national fiscal-/customs authorities.

IV. GENERAL TERMS AND CONDITIONS FOR SALE, SPECIAL PROVISIONS FOR DDU, DDP, DAF, DES SALES

1. GENERAL

The provisions of Part IV shall be subordinate to the provisions of Part I to the extent there is an inconsistency.

2. CONTRACT OF CARRIAGE

2.1 Seller reserves the right to refuse at any time:

- to direct any vessel to undertake or to complete a voyage to the intended destination if such vessel is required in performance of the Agreement:
 - to transit or to proceed or to remain in waters so that the vessel concerned would be involved in a breach of Institute Warranties or, in Seller's opinion, risk to its safety or risk of ice damage;
 - or to transit or to proceed or to remain in waters where there is war (de facto or de jure) or risk thereof.
- prior to commencement of loading to direct any vessel to undertake a voyage to the intended destination if such vessel is required in performance of the terms of the Agreement to transit waters which, in Seller's reasonably held opinion, would involve abnormal delay.

2.2 If Seller agrees to direct a vessel to undertake or to complete a voyage as referred to in Clause 2.1 the Buyer undertakes to reimburse seller for costs to Seller of any additional insurance premiums and any other sums that seller is required to pay to vessel owners including but not limited to any sums in respect of any sums in respect of any amounts deductible under vessel owner's insurance and any other costs and/or expenses incurred by Seller.

3. DISCHARGE CONDITIONS

- 3.1 Buyer shall give Seller as far in advance as Seller reasonably requires full instructions regarding the loading of the vessel and the documentation instructions.
- 3.2 Seller shall arrange for the vessel to report to Buyers 72, 48 and 24 hours in advance of estimated time of arrival stating the expected date and hour of arrival.
- 3.3 Buyer shall exercise due diligence to order the vessel only to places which are safe for the vessel and shall accept discharge of the goods at a berth free of charge and at which the vessel can lie and discharge, always safely afloat.
- 3.4 Buyer shall arrange for all equipment and facilities required ashore for mooring and unmooring and connecting and disconnecting pipes and hoses for discharging.

3 LAYTIME AND DEMURRAGE

4.1 LAYTIME VESSEL

- 4.1.1 The time allowed for discharging each full cargo under the Contract of Sale shall be the time as stipulated in the relevant charter party, and shall begin to run at each discharge port as described in the said charter party, or, in as far as not described therein either
- at the expiry of 6 hours (not to be pro-rated in case of part cargo) after Notice of Readiness to discharge has been received by Buyer, or their representative, from the Master, or his representative (which Notice of Readiness may be tendered only after the vessel has entered the anchorage or other customary waiting area), or

- when the vessel is securely moored at discharge place and ready to discharge and written notice thereof has been received by Buyer, whichever occurs first; except that
 - if the vessel arrives before the first day of the delivery period nominated and accepted in accordance with the provisions of the Nominating Procedure Clause, laytime shall not commence until 06.00 hours (local time) of the first day of the delivery period or the time loading/discharging commences whichever is the earlier, or
 - if the vessel arrives after the last day of the delivery period nominated and accepted in accordance with the provisions of the Nominating Procedure Clause, laytime shall commence at the time discharge commences.
- 4.1.2 Unless otherwise described in the relevant charter party, time shall not count against laytime, or if the vessel is on demurrage, for demurrage when spent or lost :
- on an inward passage moving from her waiting place to the discharging place, timely nominated by Seller;
 - whilst the vessel is handling ballast (including the time needed to analyse the ballast);
 - by any cause attributable to the vessel, including breakdown or inefficiency of the vessel;
 - strike, lock-out, stoppage or restraint of labour of master, officers or crew of the vessel or tug boats or pilot;
 - by any delay due to loading or discharging inspection by Buyer's or Seller's representative at Buyer's or Seller's request.
- No other event shall suspend the running of time to be counted as laytime or demurrage even if it is an event of a type described in Part I, Clause 15 or Part IV, Clause 5.2.3.
- 4.1.3 Laytime shall continue to run and demurrage, if incurred, shall continue to be payable until the cargo hoses or pipelines have been disconnected, except that if the vessel is delayed after such disconnection for Buyer's purposes in excess of three hours, laytime shall continue to run and demurrage, if incurred, shall continue to be payable from disconnection until the termination of such delay.
- 4.2 DEMURRAGE VESSEL
- 4.2.1 If and to the extent demurrage is due by Seller to the (disponent) owners of the vessel, Buyer shall pay demurrage to Seller, at the rate specified below and per running day and pro rata for part of a running day, for all time by which the allowed laytime is exceeded by the time which counts against laytime or for demurrage.
- 4.2.2 If however all or part of such demurrage is due to fire or explosion or by breakdown of machinery or equipment at the port of discharge in or about the plant of Seller or Buyer or Seller's ultimate suppliers (not being first caused by the negligence or the wilful act or omission of Seller, Seller's ultimate suppliers, their servants or agents), or arises or results from act of God, act of war, riot, civil commotion. or arrest or restraint of princes, rulers or peoples, the rate of demurrage shall be reduced to one half per running day or pro rata for part of a running day.
- 4.2.3 The rate of demurrage to be used for the purposes of this Clause shall be the rate as nominated to and accepted by Buyer, or, in absence thereof, the rate as stipulated in the relevant charter party, and failing that, the single voyage market level current in London on the date of commencement of loading for a vessel of similar type and summer dead-weight to that actually involved. Such market level shall be expressed in percentage points of "Worldscale" as amended from time to time, or such other Freight Scale as may be issued in replacement thereof and applied to the demurrage rate appropriate to the size of the vessel concerned provided for in the aforementioned Freight Scale. In default of Agreement between Buyer and Seller the market level is to be determined by Shipping Brokers in London nominated by Agreement between Buyer and Seller or in default of such Agreement nominated by the Chairman of the London Tanker Brokers' Panel.

- 4.2.4 A demurrage claim will only be considered provided that notice has been given within 60 days and a fully documented claim is received within 90 days from the date of completion of discharge.
- 4.2.5 Payment of due and agreed demurrage shall be made within 30 days of the date of invoice in accordance with the provisions of the Payment and Settlement of Invoices Clauses.
- 4.2.6 If the vessel concerned discharges goods as described in the Contract of Sale as well as goods not described in the Contract of Sale at the same discharging port, liability for demurrage under the foregoing provisions shall be limited to that proportion of the total demurrage equal to the rate of the goods described in the Contract of Sale to the total quantity of goods discharged from the vessel concerned at the port/berth concerned.
- 4.3 LAYTIME BARGE
- 4.3.1 The time allowed for loading or discharging under the Contract of Sale will be half of the total free hours for loading and discharging as mentioned in the applicable transport Agreement.
- 4.3.2 Laytime will start at the time of arrival of the barge on the agreed loading or discharging date.
- 4.4 DEMURRAGE BARGE
- 4.4.1 Demurrage will be due only if and to the extent demurrage is due to the (disponent) owner of the barge and will be based on the reversible laytime principle.
- 4.4.2 The demurrage rate will be the rate according to the transport Agreement.
- 4.4.3 Claims for demurrage will only be considered if they
- are fully documented i.e. including a copy of the original invoice from the owner of the barge, and
 - have been made within 30 days from the completion of discharging date, otherwise they will be considered null and void.
- 4.5 LAYTIME AND DEMURRAGE OTHER MEANS OF TRANSPORT
As agreed upon in the Contract of Sale.

5 MEASUREMENT AND SAMPLING

- 5.1 Measurements and sampling shall be carried out in accordance with internationally recognised methods.
- 5.2 The results of measurement and sampling shall be treated as conclusive as to the quantity and quality discharged, absent fraud or manifest error.
- 5.3 A sufficient quantity of the relevant representative samples shall be correctly taken at each discharging port, and then sealed and kept by Seller during 60 days after the day of completion of loading.
- 5.4 The quality of the goods shall be determined on a representative sample obtained by an inline sampler, if available, during discharge.
- 5.5 On Buyer's request Seller shall provide or cause to be provided the vessel's or barge's tank by-tank ullage report. Each such ullage report shall show actual ullage/dips and densities at observed and standard temperature (15 degrees Celsius). All quantities shall be expressed in kilograms at both observed and standard temperature.
- 5.6 Unless otherwise agreed the quantity of the goods discharged shall be determined at the place of discharge by a mutually acceptable independent inspector.
- 5.7 The cost of the independent inspector shall be shared equally between buyer and seller.
- 5.8 If the vessel is on demurrage, time spent for work carried out by the independent inspector will be shared equally between Buyer and Seller.

6 PUMPING WARRANTY (VESSELS)

- 6.1 Seller warrants that vessel shall discharge the entire cargo within the period of time as mentioned in the relevant charter party or maintain pressure at vessel's rail during the entire period of discharge at, at least, 100 Psi.
- 6.2 All time lost as a result of vessel being unable to discharge its cargo in accordance with the pumping warranty above, through fault of vessel, shall not count as laytime nor, if the vessel is on demurrage, as time on demurrage.

7 SELLER'S/BUYER'S REPRESENTATIVE (VESSELS)

- 7.1 Where permitted Buyer and/or Seller may appoint a representative to assist in the supervision of and to inspect the discharging of the vessel.
- 7.2 Any delays occasioned by such inspection resulting in demurrage at the discharge port shall be for the sole account of the party appointing the representative.

8 EXCISE DUTIES

In case of infringements or shortages Seller and Buyer will make their best efforts to clarify this matter jointly by:

- exchange of all requisite cargo documents from loading/the vessel/discharging, appropriate for shipment,
- informing each other about any tax-assessment for infringements or shortages,
- looking after the interest of the other party in relation to the national fiscal-/customs authorities.

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