



**GENERAL TERMS & CONDITIONS (GTC)
FOR PURCHASE AND DELIVERY OF PRODUCTS**

Agreed on2022 between CYE Petrol Tic. A.S. and
and any of its Affiliates as Buyer.

Seller: CYE Petrol Tic. A.S.

Buyer:

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1. Applicability

- 1.1 These General Terms and Conditions are essential and complementary part of Bunker Supply Confirmations
1.2 These General Terms and Conditions are effective as of 01 January 2022 and will replace all prior terms and conditions signed between Seller and Buyer.
1.3 These General Terms and Conditions are valid till its termination or renewal by Seller.

2. Definitions

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

Buyer:	means the party contracting to purchase, take delivery and pay for the Products
Seller:	the party contracting to sell the Products: CYE Petrol Ticaret A.S.
Products:	Marine Fuels derived from crude oil and/or lubricants, i.e. lubricating oils, greases and other marine lubricating products, delivered or to be delivered to the Vessel
Marine Fuels:	all or any of the Marine Fuel Oil, Gas Oil or other products which the Seller has agreed to supply to the Buyer in accordance with the Contract.
Vessel:	the Vessel to which the Products are to be delivered
Port:	the Port or position at which the Seller has agreed to deliver the Products
Party:	the Seller and/or the Buyer individually
Parties:	the Seller and/or the Buyer collectively
Affiliate:	all companies in which the Buyer directly or indirectly has an ownership share of more than thirty percent (30%) of the equity capital
Physical Supplier:	the party supplying the Product
General Terms and Conditions (GTC):	Physical Supplier's General Terms and Conditions
Nomination:	means the document for the order of the Seller
Bunker Supply Confirmation (BSC):	the pre-delivery telex/telefax/e-mail communication from Seller to Buyer confirming the acceptance of the prices, specifications and other terms agreed upon by the Buyer and the Seller for the sale and delivery of Products. In the event of any conflict between the Nomination and BSC, BSC shall govern. In the event of any conflict between the BSC and GTC, BSC shall govern.
Contract:	means the Nomination, BSC and GTC and any other document referred to therein
Bunker Delivery Note (BDN):	means the document where the vessel's representative signs as a confirmation of Volume or Quantity received from the Physical Supplier.
Due Date:	means the day payment shall be credited to the Seller's account and the Seller receives interest from same date and;

3. All terms and conditions relating to the Products sold and supplied by the Seller shall be in accordance with GTC.

4. The bunker supplied is on the credit of the vessel and free of the relation between the bunker trading companies and the owner(s) and the charterer(s) of the vessel. Any stamp or remark put on BDN by the receiving vessel's representative expressing that "the bunker received for the account of the charterer(s) or a third company" will be neither valid nor binding if it is not particularly stated in the relative Contract.

5. The present General Terms and Conditions shall be binding between CYE Petrol Tic. A.S. as the Seller and the Buyer, unless anything to the contrary has been agreed to in writing, always provided however that can substantiate that one copy of said conditions have been forwarded to the joint contractor. The interval in time between the date of the forwarding and the date of the agreement of purchase and sale is of no importance as long as the conditions have arrived prior to the contracting of the agreement.

6. The acceptance of the Products by the vessel shall be deemed to constitute acceptance of the General Terms and Conditions.

7. Cancellation

7.1 The Buyer shall have no legal right to terminate the contract one sided. In case of unilateral cancellation of the contract by Buyer before loading of bunker barge and/or truck, Seller has the right to claim 5% of the invoice or pro-forma invoice amount. This amount is simply calculated as: unit price of the Products x quantity requested + barging/trucking cost in the Contract. In case of unilateral cancellation of the contract by Buyer after loading of bunker barge and/or truck, Seller has the right to claim all expenses mentioned in item "13.3" in addition to 5% of the invoice or pro-forma invoice amount.

7.2 If the vessel delays before barge and/or truck loading, exceeding 2 days after the "Supply Date" of the contract, Seller has right to terminate the contract one sided without claiming any surcharge mentioned in item "7.1" If vessel delays after barge and/or truck loading, a delay for first 24 hours/1 day after the last 24 hours/1 day notice of arrival/estimated time of arrival given by Buyer and/or Vessel's master and/or Vessel's agent, is free of charge for Buyer. However in case of a delay exceeding 24 hours/1 day after barge and/or truck loading, even if the Buyer and/or Vessel's master and/or Vessel's agent updates the vessel's arrival time after the last 24 hours/1 day notice of arrival/estimated time of arrival, Seller has right to claim a daily demurrage pro rata as indicated in BSC up to time of Vessel's time of arrival and/or Seller has right to cancel bunkering one sided claiming all expenses mentioned in item "13.3".

8. The Buyer bears the sole responsibility and consequential risks for the choice and the nomination of the grades of the products. The Seller is not obliged to check whether the Buyer's choice is proper for the vessel. The Seller shall not be held liable for quality, if the contents of the products are the same with, as the oil marketed in the relevant geographical area. The Seller guarantees that the products comply with the grades chosen by the Buyer and are in satisfactory quality and that the contents correspond to those generally offered in the relevant port where the delivery is made. The products will only meet ISO 8217:2017 Standard Table-1 and/or Table-2 guaranteed specifications, unless otherwise stated and accepted in the contract. The Seller under any circumstances, shall not be held liable for the consequences of a misuse or other defective/wrong application caused by lack of knowledge or negligence of staff or by any other reason. It is the duty of the Buyer to take all measures and actions required in order to protect and minimize any costs associated with an off specification or suspected off spec. The Buyer must give a notice of any claim to the Seller within 90 (ninety) days from the date of delivery of the products. If the Buyer fails to give such notice in time, he is deemed to have waived any right to any claim under the contract. The right will be extinguished unless the Seller acknowledges the notice and the Buyer commences legal proceedings. The maximum amount of liability if proven by a final court/arbitration award rendered against the Seller by the competent legal authority referred under clause 22 below, shall not in any case, under any circumstances, exceed 2% (2 percent) of the invoice/contract amount.

9. The quantities of Products have to be delivered those are stated in the Contract.

10. Measurements

Quantities of Products shall be determined from the official gauge or meter of the bunkering barge or truck effecting delivery or of the shore tank in case of delivery ex wharf. The Buyer and the Seller shall both have the right to be present or represented when such measurements are taken and shall be given sufficient information and facilities to verify the quantity delivered. If the Buyer or his representative fails to avail himself this right, the quantity delivered, as determined by ourselves, shall be binding for charging purposes. Calculations as per bunker barge's and/or truck's figures will be final and binding. The Marine Fuels to be delivered under the Contract shall be measured and calculated in accordance with the ASTM APIIP Petroleum Measurement Tables.

11. Sampling

Samples representing deliveries of Marine Fuels will be taken from the receiving vessel's manifold during bunker supply. All samples will be taken with continuous dripping method during the delivery. If there is no facility on the receiving vessel's manifold available for taking the sample with dripping method then the samples will be taken from the barge's manifold. There will be minimum 5 samples in total. Two samples will be kept on board of the bunker barge. Two samples will be kept on board of the receiving vessel. One sample will be labeled as "MARPOL SAMPLE". The receiving vessel must keep "MARPOL SAMPLE" for minimum one year. It is the duty of the Master of the vessel or the chief engineer of the vessel to witness and to obtain "MARPOL SAMPLE" with correct instruments/equipment in order to provide continuous dripping during bunker supply. It is the duty of the Master of the vessel or the chief engineer of the vessel to request and to obtain the bunker delivery sample, also it is Master's responsibility to appoint representative for witnessing the sampling operation. The samples shall be securely sealed and provided with labels showing the Vessel's name, identity of delivery facility, product name, delivery date and place and seal number and signed by the Seller's representative and the Master of the Vessel or his authorized representative. Seller will not accept any other container/label/sticker/seal provided other than CYE Petrol Ticaret A.S. for the representing samples. In any case MARPOL 73/78 ANNEX VI sampling procedures are binding.

12. Delivery

12.1 Seller is only responsible for the costs indicated in the Contract. Buyer is responsible from extra costs generated from port, customs and local authorities (which are not mentioned in Contract) related to bunker delivery. Seller has the right to claim the costs paid to local authorities (at local authorities request) in order to perform bunker delivery on time. Seller will show to ship agent/buyer necessary documents about extra costs paid. Any cost requested by local authorities related to bunker delivery is on the account of Buyer. Overtime, wharfage and all other local charges and/or taxes, if any and not mentioned for the Buyer's account.

12.2 Seller will make every effort to do bunker supply within the time limit stated in confirmation message. Seller performs the bunker delivery subject to overruling of local authorities (customs authorities, port authorities, etc...). Seller does not accept any claim originating because of applications/obligations and practices of local authorities. Seller does not accept any claim originated because of technical failures related to the preparation of custom/port documents. Seller has right to tender a consolidated barge service and supply the vessels as per their turn of arrival to the agreed Port. Seller does not take responsibility for any delay for the first 24 hours passed after the vessel's arrival to the bunker supply area. Supplier can start Bunkering at any time within 24 hours after vessel's arrival when it is appropriate to do so.

12.3 Products shall be delivered to the Vessel at Port or place stated in the Contract under the provisions of MARPOL 73/78 Annex VI, subject to the custom of the port, delivery shall be made day and night, Sundays and holidays included. The Vessel's estimated time of arrival shall be as stated in the Contract. The Buyer or his agents (whose names to be advised by Buyer upon conclusion of contract) at the port or place of delivery, shall give the Seller or his representative at the port or place of delivery, 48 hours/2 days and 24 hours/1 day written notice of arrival and the exact location and time at which deliveries are required, failing which Seller shall not be liable for any resulting delivery delays. The Products shall be delivered by bunkering barge or trucks as stated in the Contract. The Seller shall be in possession of all permits required to comply with all relevant regulations pertaining to delivery of Products at the port or place of delivery. The Buyer shall ensure that the Vessel is in possession of all certificates required to comply with all relevant regulations pertaining to delivery of the Products at the port or place of delivery and shall instruct the Master of the Vessel to advise the Seller in writing on the Bunker List, prior to delivery, of the maximum allowable pumping rate and pressure and to agree on communication and emergency shutdown procedures; notify the Seller in writing on the Bunker List, prior to delivery, of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of and particular to the Vessel which might adversely affect the delivery of the Marine fuels; provide a free side to receive the Marine fuels and to render all necessary assistance which may reasonably be required to moor or unmoor the delivery vessel or to connect or disconnect the delivery hose(s). This connection and disconnection of the hoses is to take place under the sole responsibility of the Buyer. The Vessel shall provide segregated tank(s) to receive the contracted quantity of Marine fuels. The Seller shall not be responsible for on board safety or storage failures that may affect the delivery as requested and shall have the right to recover from Buyer any cost incurred therefrom the risk for the bunker oil shall be transferred successively, as it passes through the fixed and correct receiving equipment in the Buyer's vessel is on the crew of the vessel supplied.

12.4 Seller will not be responsible about compatibility of the delivered bunker product with existing product in vessel's bunker tanks. It is receiving vessel's responsibility to store delivered bunker product in separate bunker tanks. It is receiving vessel's responsibility to make sure delivered bunker product is compatible with existing product in vessel's bunker tanks. It is receiving vessel's responsibility to avoid mixing or blending of delivered bunker product with existing bunker product in case these products are not compatible with each other. In any case Seller is not responsible about compatibility issues after bunker product passes the receiving vessel's manifold.

13. Returning the product

13.1 In the event the Master is not satisfied with the Marine Fuels, sampling, quality, quantity or any other matter concerning the Marine Fuels or their delivery, he shall return the product back to the bunker barge according to the figures (about the quantity and quality) indicated in "tank measurements". If the Vessel did not provide a segregated tank for the Marine Fuel/Products returning back to the bunkering barge and/or truck is subject to the Physical Supplier's confirmation and Seller has right to claim any broken quality due to contamination in the Vessel's fuel tanks.

13.2 After leaving of the barge de-bunkering is not permitted in Turkish Territories and Ports as per related legislations.

13.3 Non-performing, partially performing or any short quantity supply regardless the volume or cancellation of the contract and/or supply by Seller or Buyer after barge and/or truck loading will require a set of formalities to return the product on bunker barge and/or truck to the Seller's storage or to supply another vessel in order to get the barge/truck free. The cost of such operation/process will be on Buyer's account. Buyer agrees to provide necessary documents and to instruct Vessel's agent to cooperate with the Seller for the necessary documents needed for customs formalities. The formalities/costs required by local authorities may differ according to quantity/time/quality/product. However the minimum costs for the subject operation/process are indicated in Seller's BSC. Seller is responsible with declaring the details/costs of returning the product or supplying another vessel after the whole process is completed.

14. Documentation

Before commencement of delivery, the master of the bunker receiving vessel and the master of the bunker delivery barge must fill: "Master's Bunker Request Form". Seller will provide "Bunker Delivery Note" (BDN). BDN must have minimum following information: Name and IMO number of the receiver vessel, name of the supplier barge, name of the supply port, date of commencement of delivery, name/address/telephone number of the Physical Supplier, name/viscosity/density/flash point/sulphur content/quantity of the product delivered and seal numbers of the samples collected. "Tank Measurements Sheet" proves and documents the quantity in all tanks of the bunker barge before and after the bunkering, the water test and precautions taken for oil spillage. Once the delivery is completed and quantities measured, BDN and "Tank Measurements Sheet" shall be signed and stamped by the Master of the Vessel or his representative, and returned to the Seller or his representative, as acknowledgement of the delivery. One (1) duplicate copy shall be retained by the Master of Vessel.

15. Price

The price of the Products shall be on the amount expressed per unit and on the currency stated in the Contract for each grade of Products delivered to the Vessel free on board as applicable and stated in the Contract. The price shall be valid for the time range stated in the Contract.

16. Payment

Payment for the Product and Services shall be made by the Buyer within 30 days (fax or telex invoice is acceptable) and with value date not later than due date. Or, if otherwise agreed within the number of days stated in the Contract. In the event payment has been made in advance of the delivery, same shall be adjusted on the basis of the actual quantities of Products supplied and additional payment and/or refund shall be made within 30 days after the completion of the delivery. Payment shall be made in full without setoff, counterclaim, deduction and/or discount, free of bank charges. Payment shall be deemed to have been made on the date the payment is credited to the account in the bank designated by the Seller. If due date falls on a non-banking day, then payment shall be made on or before the banking day nearest to the due date. If the preceding and succeeding banking day is equally near to the due date, then payment shall be made on or before the preceding banking day. Any delay in and/or refund shall entitle either party to interest at the rate of 3,5 percent per month pro rata. In the event of non-payment, the Seller reserves the right to pursue such legal remedies as may be available to them to recover the amount even if the bunker is purchased on account of the vessel operator, charterer or a third party.

17. Claims

Any dispute as to the quantity delivered must be notified in writing when the delivering bunker barge and/or truck is on board of the receiving vessel during or after supply. Any claim arose by buyer after the bunker barge and/or truck leaves the board of the receiving vessel is not acceptable for the seller. Any check by the Buyer of quantity delivered, at their own cost, shall not be taken into consideration unless it is made by a specialist organization of international reputation approved by Seller and in the presence of a representative of Seller who is agreeable to its conclusions. Failing this acknowledgement, Calculations as per bunker barge's and/or truck's figures will be final and binding. Seller' quantity determination shall be conclusive. Any dispute as to the quality delivered must be based on the official samples which seal numbers are indicated on the Bunker Delivery Note (BDN) of said bunker supply. The Buyer can make a quality claim within the next ninety (90) days after the date of bunker delivery unless otherwise is agreed by both parties in written. As explained in 12.4, Seller is not responsible about compatibility issues occurred in receiving vessel's bunker tanks.

18. Risk/Title

Risk in the Marine Fuels shall pass to the Buyer once the Marine Fuels have passed the flange connecting the Vessel's bunker manifold with the delivery facilities provided by the Seller. Title to the Marine Fuels shall pass to the Buyer upon payment for the value of the Marine Fuels delivered. Until such payment has been made, the Seller shall have a right of lien over the Vessel for the value of the Marine Fuels delivered.

19. Termination

Without prejudice to accrued rights hereunder, either party shall be entitled to terminate the Contract in the event of any application being made or any proceedings being commenced, or any order or judgement being given by any court, for the liquidation, winding up, bankruptcy, insolvency, dissolution, administration or reorganization or similar, or the appointment of a receiver, liquidator, trustee, administrator, administrative receiver or similar functionary of the other party or all or a substantial part of its assets (otherwise than for the purpose of a reconstruction or amalgamation). Any suspension of payment, cessation to carry on business or compounding or making any special arrangement with its creditors by the other party; any act being done or event occurring which, under the applicable law hereof, has a substantially similar effect to any of the said acts or events described above.

20. Force Majeure

Neither Buyer nor Seller shall be responsible for any loss or damage resulting from any delay or failure in delivery or receipt of Products hereunder due to fire, explosion mechanical breakdown, flood, storms, earthquakes, tidal waves, war military operations, national emergency, civil commotion, strikes or other differences with workmen or unions, or from any delay or failure in delivery or receipt of Products hereunder when the supplies of Buyer or Seller, or the facilities of production manufacture, consumption, transportation, distribution of Buyer and Seller are impaired by causes beyond Buyer' or Seller' control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Buyer' or Seller' compliance therewith, or by governmental proration, regulation or priority, or from any delay or failure due to any causes beyond Buyer or Seller control similar to any such causes. When such cause or causes exist, the party affected shall have the right, upon notice to the other of the nature and probable duration of such cause or causes, to restrict or cease deliveries or acceptance hereunder in fair and equitable manner for the duration of such cause.

21. Safety and the Environment

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

22. Law and Arbitration

The Seller has the right to take any legal action before the courts of any convenient country or shall choose to pursue the merits of any claim by arrest procedure including taking the interim legal measures of protection in order to secure payment of any amount against the vessel and/or from the assets of the Owners/Buyers/Operators/Charterers in front of the relevant courts. The Owners/Buyers/Operators/Charterers shall commence legal proceedings against the Seller only in front of Istanbul Courts or Arbitration / at the place of residence of the Sellers. The legal costs of legal action will be borne by the Owners/Buyers /Operators/Charterers.

All invoices must be paid before the sale or change of registered ownership and/or scrapping of the vessel.

The right to conduct the arrest of the ship will always be applied against the vessel and/or the new Owners regardless of change of Owners/ flag or registry.