

<i>Marine Fuels</i>	<i>General Terms & Condition</i>	<i>Edition January 2020</i>
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1. SCOPE

- 1.1 These General Terms and Conditions ("Terms") hereinafter given will apply to all sales of Marine Fuels by Bunkeroil Srl to shipowners (direct or through broker), charterers and traders.
- 1.2 Unless otherwise agreed in writing, these Terms will apply to any sale of Marine Fuel both within the Italian territory and abroad.
- 1.3 These Terms cancel and replace all previous versions issued.

2. DEFINITIONS

Unless the context requires otherwise, the words or expressions outlined below will take the meaning indicated next to them.

Buyer: The Company that orders and purchases Marine Fuel Products.

Ship Agency: The representative in port of the Shipowner / Charterer of the ship to be supplied, which is responsible for coordinating the delivery of the product (place, date, time) and for the related documentation.

Adverse Weather Conditions: Strong winds, hostile currents, tides and / or weather conditions adverse such great heat, fog, rain, storm surges and / or any other event that prevents refuelling and / or make difficult to berth.

Bunker Confirmation: Document of acceptance for Bunker Nomination, as defined below, sent in writing (by e-mail) by the Seller to the Buyer according these General Terms and Conditions and that:

- in the case of "spot" sales, it summarizes the quantity and quality of the Product/s, as defined below, the economic conditions and the main clauses agreed between the parties in the negotiation phase;
- in the presence of agreement (Term) entered into between the Seller and the Buyer and already elapsing between the parties, it gives effect to the individual sales of products regulated by the same.

Contract: The set of the following documents:

- in the case of "spot" sales, the Bunker Nomination, as defined below, the Bunker Confirmation, these General Conditions and the documents attached to the same;
- in the case of a contract already agreed between the parties: the Term, the Bunker Nomination, as defined below, the Bunker Confirmation, these General Conditions and the annexes below.

ETA: Estimated time of arrival of the ship for which the supply of marine fuels has been requested.

ETD: Estimated time of departure of the ship for which the supply of marine fuels has been requested.

Delivery Window: Time framework within which the ETA ship order is considered valid.

Physical Provider: Company that has the availability and ownership of marine fuels in a specific port.

Ex-works (FCA): Delivery occurring by means of facilities made available by the supplier for vessel deliveries.

Free On Board (FOB): Delivery occurring by means of facilities provided by the supplier for vessels deliveries.

Incoterms: Official rules of the International Chamber of Commerce (ICC) for the interpretation of commercial terms, in the current edition, as amended and integrated from time to time.

Independent Inspector: A third Party (either an individual or a company).

Independent Laboratory: A third Party laboratory.

Bunker Nomination: Acceptance document of the Offer, as defined below, sent by the customer to the Seller and showing all the data contained in the offer itself as well as peculiar elements and technical information useful for the successful completion of the supply.

B.D.N. (Bunker Delivery Note): The document certifying the receipt of the product on board, prepared by the Seller and countersigned by the ship's Captain or an accredited representative.

Sale Offer: The offer prepared by the Seller and sent to the Buyer in response to the quotation request.

Working Hours: Hours compliant with port regulations or, in the absence of such regulations, from 8.00 a.m. to 5.00 p.m.

Mooring: Quay, anchorage, submarine cable, single mooring point or dock, offshore point or any other place of loading and unloading indicated by the Buyer.

Party/ies: Buyer and/or Seller.

Marine Fuels: Fuels for bunker use also indicated as the Product and/or the Bunker.

REACH Regulation: It is the Regulation (EC) 1907/2006 concerning chemicals and subsequent amendments and additions.

Request a quote: A request sent by the Buyer to the Seller and showing the following data:

- name of the vessel
- IMO (if existing)
- ETA, ETD
- delivery port
- type and quantity of products
- any other technical information relevant to the supply.

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Should the Parties fail in communicating, successful supply shall be at the discretion of the Seller who will not be forced to bring it to an end.

Seller: Bunkeroil Srl.

3. **OBJECT**

- 3.1 These General Conditions regulate any sale of Marine Products between Bunkeroil Srl and any Purchaser among those indicated in art. 1.1. These General Conditions and the attached documents contain all the terms and details agreed by the Parties regarding the sale of Marine Fuels.
- 3.2 These General Conditions may be modified or integrated at any time, provided that notice is given by the Vendor to the Customer.
- 3.3 These General Conditions are available to the Buyers on the website www.bunkeroil.it However, if for any reason an individual Purchaser does not have a copy of these General Conditions, he can request a hard copy from the Bunkeroil Srl Bunker Office

4. **DELIVERY, TITLE AND RISKS**

- 4.1 Marine products can be delivered by barge, by tanker or by pipe, where permitted, in accordance with what is indicated in the supply offer.

- 4.2 For barge deliveries, in the case of FOB sale, the risk and the title of ownership on the Product will be transferred to the Buyer when the Product will cross the connection flange between the barge and the vessel.
- 4.3 For barge deliveries, in case of FCS sale, the ownership and risk of the product will be transferred when the Product crosses the connection flange between the deposit and the barge. The connection and detachment of the hoses are Buyer's risk.
- 4.4 For deliveries by truck, in the case of FOB sales, the risk on the Product and the title of ownership will be transferred to the Purchaser at destination, when the Product will cross the truck/ship connection flange.
- 4.5 For deliveries by truck, in the case of FCA sales, the ownership and the risk of the product will be transferred when the Product crosses the deposit / truck connection flange when loading the truck to the warehouse. The connection and detachment of the hoses are at the Buyer's risk.
- 4.6 At the delivery points as indicated above, the Seller's liability will cease and the Buyer will assume all risks for any loss or damage caused by the delivered product such as damage of deterioration, evaporation, spillage or other risks related to the delivered product.
- 4.7 All deliveries by barge, weather permitting, will be subject to priority between ships, if existing, and to business hours of the staff responsible of transport operations and possible limitations indicated by Port Authorities. In case of arrival of the ship outside business hours, all additional costs will be borne by the Buyer.
- 4.8 The Seller will not be responsible for any cost, loss or demurrage due to the congestion at the terminal or lacking of safe berthing places. Roadster deliveries are subject to confirmation by the captain of the barge, who will ensure that the weather conditions are such as to allow delivery in accordance with the port legislation for roadstead fuelling. Should it not be possible to deliver the Marine Fuels as a result of a barge's captain decision, the Seller will not be responsible either for the missed or late delivery or any possible cost related.

5. OBLIGATIONS OF THE PARTIES

5.1 The Buyer is responsible for:

- a) Providing a safe mooring. All costs attributable to terminal or berth congestion will be borne by the Buyer.
- b) Paying all port costs and expenses related to every single fuelling operation.
- c) Checking and guaranteeing that the vessel's tanks are clean and ready to receive the Product in compliance with the current regulations and best practices. The Seller will not be responsible for any product alterations resulting from an inadequate cleaning of the tanks or the inability of the ship to receive the product.
- d) Checking that the Bunker that may already be on board is compatible with the Bunker ordered from the Vendor. The Vendor is not responsible for any problems caused by the incompatibility of the two products.
- e) Informing the Vendor on the place and exact time of delivery of the Bunker, through the Ship Agency. The omission by the Buyer of this communication will release the Seller from its obligation to deliver the Product and the related order will be deemed cancelled.
- f) Receiving Bunker delivery promptly. The Buyer is responsible for guaranteeing that the Vendor is not liable for any eventual costs deriving from delay, among which there are, by way of example but not limited to, the costs of the demurrage, barge overtime and tank overtime.

- g) Paying the cost of the bunker and the costs indicated in art. 8 and art. 9.
- h) Should ship, for whatsoever reason, arrive with a delay of more than three days compared to the ETA indicated in the Bunker Confirmation, the Seller in his sole discretion has the right to cancel the order without any prejudice possibility by the buyer.
- I) Paying all costs and reimbursing the Seller of all expenses and charges arising from the Buyer's failure to comply with one of more obligations as provided for in paragraph 5.1.

5.2 The Vendor is subject to:

- a) Check that the Product to be delivered complies with the standards required.
- b) Deliver the Product to the Buyer in accordance with the terms agreed in the Bunker Confirmation.
- c) Deliver to the Buyer the quantity of Products requested in accordance with the provisions of paragraph 6. below, without prejudice, the determination of the agreed quantity is that indicated in paragraphs 6 below.
- d) Issue a formal invoice once the bunker has been delivered.

6. **QUANTITY**

- 6.1 The quantity to be sold is that one indicated in the Bunker Confirmation.
- 6.2 Should Buyer require a change in the quantity to be delivered after the Seller has sent the Bunker Confirmation, Seller will exercise due diligence to satisfy Buyer's request but will have no obligation to deliver a quantity higher or lower than that one indicated in the Bunker Confirmation.
- 6.3 Quantity shall be the one determined by the meter or gauge of the terminal or, in case of barge delivery, of the tankers of the barge, according to barge's tanks calibration. Such determination shall be binding upon the parties, according to the barge ullage/soundings certificate. If this certificate is accepted by ship's representative by signing and / or stamping it without any remark on the quantities, any claims on the quantity will be rejected in any case. Any claim shall be notified by the ship to the barge by issuing a separate protest letter, comments entered on the BDN will not be accepted and will not have value as a notification deadline.
- 6.4 Should bunker quantity be subject to the determination by local customs authorities, it is understood that the binding quantity upon the parties shall be exclusively the one resulting from such determination, and afterwards indicated in the pertinent document delivered by the authority mentioned above.
- 6.5 Are not accepted figures carried out through the use of flow meter installed on board of the receiving vessel or any measurements made on board the receiving ship, as well as the results Vps / Dnv / Fobas / Lintec.
- 6.6 Quantity claims must be notified in writing within 7 (seven) days from the delivery date. Beyond this time limit claims will be rejected.
- 6.7 In case of quantity claim, customs certificates figures will be binding for all parties involved. Should the latter not be available, barge's ullage report shall be binding for both buyers and sellers.
- 6.8 The Buyer has the right to be represent when the product quantity is measured at his own expense and after prior notification to the Vendor. Accordingly, he should inform the Vendor if he seeks to appoint an Independent Inspector or not.
- 6.7 In case of presence of water in excess of 1% in the Products object of the sale, Seller shall make allowance, and the invoiced volume will be adjusted.

7. QUALITY

- 7.1 The type of Marine Product will be agreed and identified by the Parties in the Bunker Confirmation. The quality of the products will meet ISO 8217 specifications applied by the physical supplier in the delivery port and indicated in Vendor's Bunker Confirmation. Bunkeroil Srl guarantees that the Marine Product, upon delivery, will comply with quality specifications as identified above.
- 7.2 Any other guarantee will be excluded. In particular, the Seller will give no guarantee about the use of each Product, either alone or in combination with other products.
- 7.3 The Seller shall not be held liable should the product not be available on its bases when applying for supplying. In any case, it can offer the Buyer the type of Product and the quantities available at that time.
- 7.4 According to the delivery methods and for the purpose of verifying the quality, four samples of the Product will be taken during the supply, divided as follows:
- Ship's sample;
 - Seller's sample;
 - Barge's sample;
 - MARPOL sample.

The samples shall be taken as follows:

- Pipeline: from the connection flange between the pipeline and the vessel;
- Barge: from the connection flange between the barge and the vessel;
- Tanker truck: from the connection flange between the truck and the vessel.

The 4 samples shall be taken in contradiction between the staff of the barge / tanker and the ship's personnel and their identification number reported on the BDN. No other samples shall be taken into account in any disputes. All samples shall be sealed and equipped with a label indicating the name of the ship, the name of the product, the date and place of refuelling. The samples must be countersigned by the Seller or his representative and by the captain of the ship or his representative. For the purpose of an eventual claim the representative sample shall be the one called Seller, which is kept at the loading terminal.

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8. PRICES

The prices will be set out by the Seller in the Bunker Confirmation sent to the Buyer.

9. CHARGES

Apart from the price of the Marine Product, the Buyer is liable for the payment of:

- a) Transportation cost depending on the type of delivery;
- b) Any mooring and de-mooring costs, shipping agency fees, fire fighters' costs, port charges and anything necessary to finalize delivery on board;
- c) Any duties and / or taxes in compliance with the reference regulations;
- d) Any additional costs incurred by the Seller for overtime deliveries at night, on public holidays, on weekends and / or for the barge and / or the tanker demurrage;
- e) Charges incurred by the Seller in case of total or partial refusal of the Bunker on behalf of the Buyer

10. INVOICING

- 10.1 Invoices shall be sent in electronic form (where due) and / or in paper form via e-mail.

- 10.2 The Seller will issue an invoice based on the Quantity, understood as per art. 6 and 9 of these GTC
- 10.3 The invoice will report the prices of the Products and the following data:
- Product and quantity delivered;
 - Tax treatment and customs situation, the delivery base and the delivery terms.
- 10.4 The delivery documents (BDN) shall be provided on request of the Buyer but the payment will not be affected by the receiving of these documents on behalf of the Buyer himself.

11. **PAYMENTS**

- 11.1 Payment of the delivered Product shall be made in the currency and manner envisaged in the Bunker Confirmation.
- 11.2 In case of customers without credit line, payment to the Vendor shall be made before delivery. As regards customers owing a credit line, the payment conditions shall be in line with the credit allowed by the Vendor; nonetheless, customer shall have to do everything to keep financial exposure within the credit limits.
- 11.3 Payment shall be made through bank transfer to the bank indicated by the Seller. Each bank fee will be borne by the Buyer.
- 11.4 In the event of late payment the Vendor reserves the right to charge the financial interests for this delay, in accordance with the regulations in force at the time of delivery.
The Vendor may suspend the supply in the event of late payment. In case the payment expiry date falls on Saturday, payment will be made on the first working day preceding that day; In case the payment expiry date falls on a Sunday or other public holiday, payment will be made on the first working day after that day.
- 11.5 The payment of the amount due to the Vendor shall be made also in case of disputes which must be solved separately.
- 11.6 The Seller has the right to ask the Buyer, at any time, to present exhaustive and reliable financial information and any other information relating to his financial situation. The Buyer will strive to meet the Seller's requests as quickly as possible.

12. **TAXES**

- 12.1 Taxes, duties and any other form of governmental fees of any type or name (hereinafter referred as to "taxes") directly or indirectly applicable to Marine Products, will be borne by the Buyer.
- 12.2 Should the Vendor pay any amount of Taxes at the expense of the Buyer, the Buyer must reimburse the amount on request.

13. **INDEMNITY**

- 13.1 The Buyer, in accordance with provisions of Article 5, shall indemnify and hold harmless the Seller against any consequence and / or responsibility deriving from any use of the Product by the Buyer after the Product has been delivered to the latter.

14. **UTILISATIONS OF THE MARINE FUELS**

- 14.1 Without prejudice to the guarantee referred to in paragraph 13, the Buyer undertakes and guarantees that the Marine Fuels supplied by the Seller to the Buyer will be used by the latter only for the ship supplied.

15. **BUYER'S REPRESENTATIVE**

- 15.1 Without prejudice to the responsibility of the Purchaser under these General Conditions, if the Contract is signed by a representative of the Purchaser, whether declared or not, the representative will be responsible for the obligations undertaken by the Purchaser in accordance with the Contract.
- 15.2 The Contract is applicable even if the delivery is not made directly by the Seller, but by third parties as agents or representatives of the Seller.

16. **CONTRACT MANAGER, COMMUNICATIONS, DOMICILE ELECTION**

- 16.1 The contract manager (hereinafter the "Contract Manager") is liable for managing relations between the Parties, for the application of the contractual conditions, the fulfilment of the Contract, the management of any complaints and critical issues as well as any proposed changes to the contract itself.

The Contract Manager is: Marco Sardelli - Marine Sales Manager. Any changes in the name of the Contract Manager will be promptly communicated in writing by the party affected by this change to the other.

- 16.2 Any communication relating to the contractual aspects of the Contract Manager 's responsibility pursuant to point 16.1 above, shall be in writing and sent by registered letter with acknowledgment of receipt or by e-mail, to the Contract Manager itself and precisely:

Bunkeroil Srl - Via Pietro Paleocapa, 11 - 57123 Livorno
Mr. Marco Sardelli- telephone number +39 0586 219214
Email: bunker@bunkeroil.it

- 16.3 Communications relating to operational / executive aspects and therefore of a different nature to that indicated in point 16.1 above may be sent by email or by telephone to:

Mr. Marco Sardelli, telephone number +39 0586 219214
Email: bunker@bunkeroil.it

- 16.4 Commercial communications relating to the Contract will be delivered or sent via the following email address:

bunker@bunkeroil.it
Bunkeroil Srl - Via Pietro Paleocapa, 11 - 57123 Livorno

17. **HEALTH, SAFETY AND THE ENVIRONMENT**

The Parties shall undertake to move towards the goal of excellence in the management of Health, Safety and Environmental Protection aspects. The Parties undertake, as far as they are competent, to comply with all applicable health and safety regulations, as well as the transport of dangerous goods.

- 17.1 The Purchaser will provide its employees, agents, sub-contractors and any other person who utilises or who may come into contact with the Product supplied pursuant to these General Conditions, the attached HSE information. Buyer shall ensure that any recommendation about the use of that product contained in the HSE information is followed by the persons referred as above. With reference at product sales covered under these Terms and Conditions from the moment of transfer of risks and property within its legal area, Buyer shall ensure that all the obligations, the requirements or recommendations of health, safety and environment, are respected in accordance with the law, the regulations, the provisions or regulations in force or application in any location where the Buyer or the subjects acting on behalf of the same use or come into contact with the Product.

- 17.2 The Buyer shall indemnify and hold harmless the Seller of any liability, damage, claim or loss directly deriving from or relating to any defaults or violations of any nature committed by the Buyer in complying with the obligations established in this article. The observance by the Purchaser of the recommendations contained in the HSE information will not release the Buyer from fulfilling any other obligation or recommendation proposed action concerning the Product by any law, rule, regulation or provision in any locality, territory, state or jurisdiction, or from any liability arising from the failure to comply with these obligations and recommendations. The Seller will not be liable in any case for any loss, damage or injury resulting from dangers inherent in the nature of the Product itself. The Seller reserves the right, but without this leading to the acceptance of any responsibility or obligation, to cancel, terminate or suspend the supply of the Product if in the event of a breach by the Buyer, by action or omission, of the provisions by this clause or if the Seller has reason to believe that the actions, activities, operations or operating systems implemented by the Buyer or on behalf of the same in relation to the Product are or may be harmful to health, safety and / or environmental protection as provided locally.

18. **ENVIRONMENTAL MANAGEMENT**

- 18.1 Each Party shall ensure that it carries out its activities in compliance with all environmental regulations throughout the lifetime of the Contract.

Each Party shall respond directly and exclusively for any environmental impact caused, or in any case deriving, from pollution and / or accidents in general whose responsibility is attributable to the Party itself, for failure to comply with the obligations laid down in this Contract, supporting the related costs and keeping the other Party harmless and free from any related liability, demands or requests derived by anyone.

19. **CLAIMS**

Any claim whatsoever deriving from or relating to quantity shall be notified by the Buyer to the Seller immediately after the product is delivered to vessel, and before the ship leaves the port of delivery, according to the following operating methods:

- The Captain of the ship shall write the observations on a Protest Letter, indicating the alleged differences on quantity. The Protest Letter shall be sent to the Seller as soon as possible.

Any claim arising from or relating to quality delivered shall be notified by the Buyer to the Seller within 8 (eight) days following the delivery of the product to the ship according to the operating methods described below, after this deadline the requests will be rejected;

- Formal notice shall be given by the Buyer to the Seller that indicates and sets out the claim with the request to conduct an inspection under contradictory comprehensive of analytical results on the "Vessel Sample" clearly underlining the allegedly products out of specification;
- The sample, made available by the Seller, according art. 7 above, must be analysed under contradictory in an accredited Independent Laboratory agreed by both Parties. The results of these analyses shall be final and binding upon the parties to unless it is proven wilful will of the independent laboratory;
- No claims, concerning the quality or product defects will not be taken into consideration if based on the non-existence of characteristics not detailed in the product quality specifications or in any case not guaranteed by the Seller.
- Vps / Dnv / Fobas / Lintec samples / results / analyses are not accepted and will not be binding on Seller.

The Purchaser acknowledges his obligation to mitigate the losses or damages that he may suffer as a result of any failure or defect of the Product. The Purchaser will therefore take all reasonable actions to mitigate any loss and / or damage deriving from any breach or defect alleged pursuant to this paragraph. The Seller expressly disclaims any liability arising from the Buyer's failure to comply with his obligation to mitigate the detrimental effects of defects or contractual breaches.

20. FORCE MAJEURE

- 20.1 The Seller and the Buyer are not responsible for the delay or inadequate execution of the delivery when such execution is prevented totally or partially by force majeure events, meaning by this expression any event beyond the reasonable control of the Parties, including merely by way of non-exhaustive example, natural disasters, war events (conflicts declared or not), terrorist acts, civil unrest, earthquakes, breakdowns or interruptions in the operation of the structures in charge of production plants or storage terminals, strikes concerning employees of the Seller and / or those of the Purchaser, shortage of raw materials and / or means of transport, exceptional weather conditions, closure or limitation in the operation of power plants and / or reception structures.
- 20.2 If one of these accidental events should impede or delay the execution of one of the Parties, the other Party shall promptly inform the other party of the approximate duration of the event, and shall exercise due diligence to eliminate or minimize the consequences of this event.
- 20.3 If the execution of the Contract is impeded or delayed for more than 5 days, the Parties may jointly assess whether to consider the contract terminated or renegotiate it.
- 20.4 For quantities not sold or not purchased due to the occurrence of this accidental event, the Parties have no obligation to subsequently recover quantities not sold / not purchased.

21. CANCELLATION OF THE BUNKER CONFIRMATION

- 21.1 The cancellation of the Bunker Nomination by the Buyer, already confirmed by the Seller, is allowed in cases of force majeure not attributable to the will of the buyer.
- 21.2 Should the vessel moor anyway in the port as defined in the Bunker Nomination affected by the cancellation, the Seller reserves the right to charge the Buyer a penalty of 3 EUROS/MT.

22. EXCESSIVE CHARGES OCCURRED

- 22.1 The Parties agree that events could occur that are not foreseeable at the time of the Contract signature and are not attributable to either Party that would make the Contract excessively onerous for one of the Parties.
- 22.2 In the case provided for in paragraph 22.1, the Parties will pursue the due diligence to reach an agreement on the measures to adopt with reference to this extraordinary overcharging.
In the event of no possibility to eliminate the cause, the Party affected by this overcharging can cancel the Contract in accordance with articles 1467 and subsequent articles of the Italian Civil Code.

23. CONCILIATION

- 23.1 The Parties agree to reach a friendly solution regarding any eventual disputes arising or connected to the individual Contract not referring to quantity and / or quality to be delivered, the latter already governed by paragraph 19, within 90 Days of the dispute has arisen.
- 23.2 For the purposes of the settlement referred to in the previous paragraph, the complainant will communicate the object of his claims to the other Party within 15 days of the occurrence of the same and will request to arrange a meeting with the representative of the other Party.
- 23.3 Within 15 days from when the communication referred to in the previous paragraph is made, the Party to which the claim was communicated will be required to accept or reject the same, and in the latter case, will appoint its own representative.
- 23.4 The representatives of the Parties must meet within 40 days from when the dispute arose and must exercise due diligence to settle the dispute, in any case communicating the result of the meeting in writing to the other Party within the following 20 days.

24. TERMINATION OF THE CONTRACT

- 24.1 The Contract may be terminated as referred to in article 1456 of the Italian Civil Code in the event that one of the Parties is subject to failure or to any other form of insolvency proceedings.
- 24.2 Termination shall be in any case without prejudice to other means of protection and / or pay compensation to which one of the Parties is entitled under the Contract or the law. The rights and obligations already arising at the time of termination are reserved.

25. TRANSFER OF THE CONTRACT

- 25.1 The Contract may not be transferred by one of the Parties to third parties without the written consent of the other Party.
- 25.2 The assignment of the single Contract by the Seller to its affiliates / associates is admitted without the consent of the Purchaser and will take effect following the written communication of such assignment from the Seller to the Purchaser.

26. MUTUAL TREATMENT OF DATA

Bunkeroil Srl processes personal data in compliance with EU Regulation 2016/679. To consult the full text of the Information on the processing of personal data of Customers and Suppliers link: <http://www.bunkeroil.it/it/privacy-policy/>.

27. APPLICABLE LAW AND COMPETENT COURT

- 27.1 Unless otherwise agreed in writing, the individual Contract, the interpretation, execution and application of the same are governed by Italian law.
- 27.2 The place of jurisdiction is Livorno

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28. OTHER TERMS AND CONDITIONS

- 28.1 Should assumptions occur which are not regulated by the present Contract, the edition of the Incoterms in force at the time of the Bunker Confirmation will apply. In the event of any conflict between the provisions in the Incoterms and the provisions of the specific contract, the latter will prevail.
- 28.2 In the event of a conflict between the contents of the Bunker Confirmation and these General Conditions, the Bunker Confirmation will prevail.
The same occurs in the event of a conflict between the Bunker Confirmation and the Term.