

1. Date of Contract	THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)		
2. Name of Vessel	STANDARD MARINE FUELS PURCHASING CONTRACT CODE NAME: "FUELCON" ISSUED 1995		
3. Sellers (state name, address and place of registration)	4. Buyers (state name, address and place of registration)		
5. Nominated Grades (Cl. 2(a))	6. Nominated Quantities (Cl. 3)		
7. Alternative Specification of Marine Fuels (Cl. 2(b))	8. Port or Place of Delivery of Marine Fuels (Cl. 6(a))		
	9. Vessel's ETA at Port or Place of Delivery (Cl. 6(b))		
10. Delivery Facility (state alternative) (Cl. 6(d))	11. Minimum Barge Pumping Capacity (Cl. 6(d)(iii))		
12. Price per unit and Currency (Cl. 8(a)) and Additional Charges (Cl. 8(b))	13. Price Validity (state range of days) (Cl. 8(a))		
	14. Payment Period (state number of days) (Cl. 9(a))		
	15. Sellers' Bank Account and Method of Payment (Cl. 9(b))		
16. Compensation for Delay (Cl. 10(c)) (I) Barge _____ (II) Vessel _____	17. Law and Arbitration (state 16 (a) or (b) or (c): Alternative Place of Arbitration) (Cl. 16)		
	18. Small Claims/Shortened Arbitration Procedure (state maximum amount of claim) (Cl. 16)		
19. Additional clauses covering special provisions, if agreed			

It is mutually agreed that this Contract shall be performed subject to the conditions in the Contract consisting of PART I including additional clauses, if agreed, and stated in Box 19 and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Sellers)	Signature (Buyers)
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PART II
"FUELCON" Standard Marine Fuels Purchasing Contract

Terms and Conditions

It is agreed on the date shown in Box 1 between the party named in Box 3 (defined hereunder as "the Sellers") and the party named in Box 4 (defined hereunder as "the Buyers"), that the Sellers shall sell and deliver to the Vessel named in Box 2 and the Buyers shall purchase the Marine Fuels (as defined hereunder) on the following terms and conditions:		1	day and night, Sundays and holidays included.	69
Marginal headings used hereinafter are for identification purposes only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Contract. Unless the Contract otherwise requires, any words denoting the singular number shall include the plural and vice-versa.		2	(b) The Vessel's estimated time of arrival shall be as stated in Box 9.	70
		3	(c) The Buyers, or their agents at the port or place of delivery, shall give the Sellers, or their representatives at the port or place of delivery, 72	71
		4	and 48 hours approximate and 24-hours definite written notice of arrival	72
		5	and the exact location and time at which deliveries are required.	73
		6	(d) The Marine Fuels shall be delivered:	74
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		8	*) (i) at the Sellers' terminal;	76
		9	*) (ii) by tank trucks;	77
		10	*) (iii) by bunkering barge with a minimum pumping capacity as stated in	78
		11	Box 11.	79
			* (i), (ii) and (iii) are alternatives; state alternative agreed in Box 10.	80
1. Definitions		12	(e) The Sellers shall:	81
Throughout this Contract, save where the context otherwise requires, the following definitions shall be applied:		13	(i) be in possession of all permits required to comply with all relevant	82
"Marine Fuels" means products, derived from crude oil, delivered or to be delivered to the Vessel.		14	regulations pertaining to delivery of Marine Fuels at the port or place	83
"Sellers" means the party contracting to sell and deliver Marine Fuels, and		15	of delivery;	84
"Buyers" means the party contracting to purchase, take delivery of and pay for the Marine Fuels.		16	(ii) subject to local laws permitting, be responsible to make all	85
		17	connections and disconnections between the delivery hose(s) and	86
		18	the Vessel's intake pipe and to ensure that the hose(s) are properly	87
		19	secured to the Vessel's manifold prior to the commencement of	88
		20	delivery.	89
			(f) The Buyers shall ensure that the Vessel is in possession of all	90
			certificates required to comply with all relevant regulations pertaining to	91
			delivery of the Marine Fuels at the port or place of delivery and shall	92
			instruct the Master of the Vessel to:	93
			(i) advise the Sellers in writing, prior to delivery, of the maximum	94
			allowable pumping rate and pressure and to agree on	95
			communication and emergency shut-down procedures;	96
			(ii) notify the Sellers in writing prior to delivery, of any special	97
			conditions, difficulties, peculiarities, deficiencies or defects in	98
			respect of and particular to the Vessel which might adversely affect	99
			the delivery of the Marine Fuels;	100
			(iii) provide a free side to receive the Marine Fuels and to render all	101
			necessary assistance which may reasonably be required to moor or	102
			unmoor the delivery vessel or to connect or disconnect the delivery	103
			hose(s).	104
			(g) If possible, the Vessel shall provide segregated tankage to receive	105
			the contracted quantity of Marine Fuels.	106
2. Grades/Quality		21		
(a) The Buyers shall have the sole responsibility for the nomination of the grades of Marine Fuels suitable to the Vessel, and shall state the grades required in Box 5.		22		
(b) The Sellers warrant that the Marine Fuels shall be of a homogeneous and stable nature, shall comply with the grades nominated by the Buyers and be of satisfactory quality. Unless otherwise agreed and stated in Box 7 the Marine Fuels shall in all other respects comply with ISO Standard 8217: 1987 or any subsequent amendment thereof as well as with the relevant provisions of MARPOL.		23		
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3. Quantities		31		
The quantities of Marine Fuels nominated to be delivered are those stated in Box 6.		32		
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4. Measurements		34		
(a) Subject to the provisions of Clauses 7 (d) and 10 hereunder the quantities of Marine Fuels shall be determined from the official gauge or meter of the bunkering barge or tank truck effecting delivery or of the shore-tank in case of delivery ex wharf.		35		
(b) The Buyers and the Sellers 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 volume delivered.		36		
(c) The Marine Fuels to be delivered under this Contract shall be measured and calculated in accordance with the ASTM-API-IP Petroleum Measurement Tables.		37		
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5. Sampling		45		
(a) The Sellers shall arrange for four (4) identical representative samples of each grade of Marine Fuels to be drawn throughout the entire bunkering operation in the presence of both the Sellers and the Buyers or their respective representatives.		46		
(b) The samples shall be drawn at a point, to be mutually agreed between the Sellers and the Buyers or their respective agents, closest to the Vessel's bunker manifold.		47		
(c) The samples shall be drawn using a mutually accepted sampling device which shall be constructed, secured and sealed in such a way so as to prevent the sampling device and the samples being tampered with throughout the transfer period.		48		
(d) The aforementioned 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, authenticated with the Vessel's stamp and signed by the Sellers' representative and the Master of the Vessel or his authorised representative.		49		
(e) Two (2) samples shall be retained by the Sellers for ninety (90) days after delivery of the Marine Fuels to the Vessel or, on being requested in writing by the Buyers, for as long as the Buyers require, and the other two (2) samples shall be retained by the Vessel.		50		
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6. Delivery		66		
(a) The Marine Fuels shall be delivered to the Vessel at the port or place stated in Box 8. Subject to the custom of the port, delivery shall be made		67		
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			7. Documentation	107
			(a) Before commencement of delivery the Sellers shall present for	108
			acknowledgement by the Master of the Vessel or his representative, a	109
			bunker requisition or similar document, duly signed by the Sellers or	110
			their representative, which shall contain the quantities to be delivered	111
			and all information required in accordance with IMO/ISO	112
			recommendations and specifications, including, in particular, actual	113
			values for:	114
			- viscosity	115
			- density	116
			- water content	117
			- sulphur content	118
			- flash point	119
			- delivery temperature	120
			- pour point	121
			In addition, and if available, similar information shall be provided for	122
			vanadium and ash content.	123
			(b) Once the delivery is completed and quantities measured, a receipt	124
			shall be signed and stamped by the Master of the Vessel or his	125
			representative, and returned to the Sellers, or their representative, as	126
			acknowledgement of the delivery and a duplicate copy shall be retained	127
			by the Master of the Vessel. This receipt shall contain the following	128
			minimum information which is warranted by the Sellers:	129
			- delivered quantity in volume units	130
			- density in kg/mi at 15° C as per ISO 3675	131
			- temperature	132
			- flash point	133
			- sulphur content in % m/m as per ISO 8754	134
			(c) It is understood that the Master, or his representative, shall sign and	135
			stamp the receipt referred to in Clause 7 (b) for the actual volume and the	136
			actual delivery temperature only. Verification of the information	137
			provided under Clause 7 (b) may be obtained by analysis of the Vessel's	138
			retained sample.	139
			(d) In the event the Master is not satisfied with the Marine Fuels,	140
			sampling, quality, quantity or any other matter concerning the Marine	141

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Fuels or their delivery, he shall make appropriate remarks in the receipt either detailing the complaints or referring to a separate letter of protest to be issued and delivered immediately.	142 143 144
8. Price	145
(a) The price of the Marine Fuels shall be in the amount expressed per unit and in the currency stated in Box 12 for each grade of Marine Fuels delivered into the Vessel's tanks free delivered/ex wharf as applicable and stated in Box 12. The price shall be valid for the range of days stated in Box 13.	146 147 148 149 150
In the event the price is quoted in volume units, conversion to standard volume shall be at 60 degrees Fahrenheit or at 15 degrees Celsius.	151 152
(b) Any and all additional charges, if applicable, shall be specified in the Sellers' quotation and in Box 12 and shall include but not be limited to:	153 154
(i) Wharfage charges, barging charges or other similar charges;	155
(ii) Mooring charges or port duties incurred by the Sellers which are for Buyers' account;	156 157
(iii) Duties, taxes, charges, freights or other costs in the country where delivery takes place, for which the Sellers are accountable but which are for the Buyers' account.	158 159 160
9. Payment	161
(a) Payment for the Marine Fuels shall be made by the Buyers within the number of days stated in Box 14 after the completion of delivery or ten (10) running days after the date of the Sellers' invoice, whichever is the later.	162 163 164 165
In the event payment has been made in advance of delivery, same shall be adjusted on the basis of the actual quantities of Marine Fuels agreed to have been delivered and additional payment/refund, as the case may be, shall be made within the number of days stated in Box 14.	166 167 168 169
(b) Payment shall be made in full, without set-off, counterclaim, deduction and/or discount, free of bank charges in the manner and at the place indicated in Box 15.	170 171 172
(c) Payment shall be deemed to have been made on the date the payment is credited to the counter of the bank designated by the Sellers. If payment falls on a non-business day, then payment shall be made on or before the business day nearest to the due date. If the preceding and succeeding business day are equally near to the due date, then payment shall be made on or before the preceding business day.	173 174 175 176 177 178
(d) Any delay in payment shall entitle the Sellers to interest at the rate of 1 1/2% per month or any part thereof.	179 180
10. Claims	181
(a) Any dispute as to the quantity delivered must be noted at the time of delivery in the receipt or in the letter of protest referred to in Clause 7 (d) above. Any claim as to short delivery shall be presented by the Buyers in writing within 15 days from the date of delivery, failing which any such claim shall be deemed to be waived and absolutely barred.	182 183 184 185 186
(b) (i) Any claim as to the quality or description of the Marine Fuels must be notified in writing, as per Clause 7(d) or promptly after the circumstances giving rise to such claim have been discovered. If the Buyers do not notify the Sellers of any such claim within 30 days of the date of delivery, then those circumstances shall be presumed not to have been caused by any deficiency in the quality or description of the Marine Fuels supplied and any such claim shall be deemed to be waived and absolutely barred.	187 188 189 190 191 192 193 194
(ii) In such event the parties hereto shall have the quality of the Marine Fuels analysed by a mutually agreed, qualified and independent laboratory. The Sellers shall provide the laboratory with one of the samples retained by them as per Clause 5 (e). If ISO grades have been specified the analysis shall be established by tests in accordance with ISO 8217:1987 and ISO 4259 or any subsequent amendments thereof. If non-ISO grades have been agreed, tests will be made in accordance with standards corresponding to the aforementioned ISO standards. Unless otherwise agreed the expenses of the analysis shall be borne equally by the Sellers and the Buyers.	195 196 197 198 199 200 201 202 203 204 205
(c) In the event of any delay resulting from:	206
(i) the Buyers' failure to give proper notices and/or to comply with the notices given pursuant to Clause 6(c) above and/or the Buyers' Vessel failing to receive Marine Fuels at the pumping rate referred to in Clause 6(f)(i) above, or	207 208 209 210
(ii) the Sellers' failure to commence delivery of the Marine Fuels promptly in accordance with the Buyers' required delivery time as	211 212
notified pursuant to Clause 6 (c) above and/or the Sellers' failure to deliver the Marine Fuels in accordance with the minimum hourly pumping rate referred to in Clause 6 (d) (iii) above, then the party suffering such delay shall be entitled to compensation from the other party for that delay, at the agreed rates per day, or pro rata, stated in Box 16.	213 214 215 216 217 218
11. Risk/Title	219
Risk in the Marine Fuels shall pass to the Buyers once the Marine Fuels have passed the flange connecting the Vessel's bunker manifold with the delivery facilities provided by the Sellers. Title to the Marine Fuels shall pass to the Buyers upon payment for the value of the Marine Fuels delivered, pursuant to the terms of Clause 9 hereof. Until such payment has been made, the Sellers shall have a right of lien over the Marine Fuels delivered. In the event that the Marine Fuels have been commingled with other bunkers on board the Vessel, the Sellers shall have the right of lien to such part of the commingled bunkers as corresponds to the quantity of the Marine Fuels delivered.	220 221 222 223 224 225 226 227 228 229
12. Termination	230
Without prejudice to accrued rights hereunder, either party shall be entitled to terminate this Contract in the event of:	231 232
(a) any application being made or any proceedings being commenced, or any order or judgement being given by any court, for	233 234
(i) the liquidation, winding up, bankruptcy, insolvency, dissolution, administration or re-organisation or similar, or	235 236
(ii) 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 reconstruction or amalgamation);	237 238 239 240
(b) the other party suspending payment, ceasing to carry on business or compounding or making any special arrangement with its creditors;	241 242
(c) 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.	243 244 245
13. Indemnity	246
(a) Without prejudice to any other claims arising hereunder or in connection herewith, if loss is suffered or a liability is incurred by either party hereto as a direct result of compliance with directions given by the other party hereto, during or for the purposes of the parties' obligations hereunder, then the injured party is to be indemnified by the other in respect of such loss or liability.	247 248 249 250 251 252
(b) Where claims arise under Clause 10(c) and Clause 13, compensation payable in accordance with Clause 10(c) shall be taken into account in assessing sums payable under sub-clause (a) above.	253 254 255
14. Force Majeure	256
Neither party shall be responsible for any loss, damage, delay or failure in performance under this Contract resulting from an act of God, or the port of delivery being affected by war, civil commotion, riot, quarantine, strikes, stoppages, lock-outs, arrests, restraints or detentions of kings, princes, rulers and people or any other event whatsoever arising after agreeing the Contract which cannot be avoided or guarded against by the exercise of due diligence, or the consequences of which, as may affect the performance of this Contract, cannot be avoided or guarded against by the exercise of due diligence.	257 258 259 260 261 262 263 264 265
15. Safety and the Environment	266
(a) In the event of any spillage (which for the purpose of this Clause shall mean any leakage, escape, spillage or overflow of the Marine Fuels) causing or likely to cause pollution occurring at any stage of the bunkering operation, the Buyers and the Sellers shall jointly, and regardless as to whether the Buyers or the Sellers are responsible, immediately take such actions as are necessary to effect clean up and which shall always be conducted in accordance with such local laws and regulations which may compulsorily apply.	267 268 269 270 271 272 273 274
(b) Where it is a compulsory requirement of the Law of the port or place of delivery of the Marine Fuels that the Sellers shall have in place their own oil spill contingency plans, the Sellers shall ensure that valid oil spill contingency plans approved by the relevant authorities are in effect to the extent that is so required.	275 276 277 278 279
(c) The Sellers hereby guarantee payment of and/or agree to indemnify	280

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and hold the Buyers harmless for any claims, losses, damages, 281
expenses, penalties or other liabilities incurred by the Buyers under the 282
United States Oil Pollution Act of 1990, or other pollution legislation of 283
any state of the United States of America or any other country or 284
jurisdiction, as a result of any spillage occurring whilst the Marine Fuels 285
are being transported directly or indirectly to or from the Buyers' 286
Vessel's manifold save to the extent that such spillage is caused by any 287
fault on the part of the Buyers. The Buyers shall similarly indemnify the 288
Sellers where any such spillage occurs once risk in the Marine Fuels has 289
passed to the Buyers save to the extent that such spillage is caused by 290
any fault on the part of the Sellers. 291

(d) The Sellers shall use their best endeavours to ensure that the barge 292
company is insured for oil spill damages up to the minimum amount per 293
incident required by statutory rules or regulations. If such coverage or 294
insurance is not obtained by the barge company it shall be the sole 295
responsibility of the Sellers to establish such coverage for their account. 296
Proof and conditions of such coverage, whether established by the 297
barge company or by the Sellers shall be made available to the Buyers at 298
their request, as soon as practically possible. 299

(e) The Buyers hereby advise the Sellers that they enforce a company 300
drug and alcohol policy aboard their ships, whereby the Sellers' 301
personnel must not be intoxicated at any time on board. It is understood 302
and agreed that the selling, possession, distribution, use or being under 303
the influence of any controlled substance or dangerous drugs other than 304
those prescribed is an offence. 305

16. Law and Arbitration 306

* (a) This Contract shall be governed by and construed in accordance with 307
English law and any dispute arising out of this Contract shall be referred 308
to arbitration in London in accordance with the Arbitration Acts 1950 and 309
1979 or any statutory modification or re-enactment thereof for the time 310
being in force. Unless the parties agree upon a sole arbitrator, one 311
arbitrator shall be appointed by each party and the arbitrators so 312
appointed shall appoint a third arbitrator, the decision of the three-man 313
tribunal thus constituted or any two of them, shall be final. On the receipt 314
by one party of the nomination in writing of the other party's arbitrator, 315
that party shall appoint their arbitrator within fourteen days, failing which 316
the decision of the single arbitrator appointed shall be final. 317
For disputes where the total amount claimed by either party does not 318
exceed the amount stated in Box 18**, the arbitration shall be conducted 319
in accordance with the Small Claims Procedure of the London Maritime 320
Arbitrators Association. 321

* (b) This Contract shall be governed by and construed in accordance with 322
Title 9 of the United States Code and the Maritime Law of the United 323
States and should any dispute arise out of this Contract, the matter in 324
dispute shall be referred to three persons at New York, one to be appoin- 325
ted by each of the parties hereto, and the third by the two so chosen; 326
their decision or that of any two of them shall be final, and for purpose of 327
enforcing any award, this agreement may be made a rule of the Court. 328
The proceedings shall be conducted in accordance with the rules of the 329
Society of Maritime Arbitrators, Inc. 330
For disputes where the total amount claimed by either party does not 331
exceed the amount stated in Box 18**, the arbitration shall be conducted 332
in accordance with the Shortened Arbitration Procedure of the Society 333
of Maritime Arbitrators, Inc. 334

* (c) Any dispute arising out of this Contract shall be referred to arbitration 335
at the place indicated in Box 17, subject to the procedures applicable 336
there. The laws of the place indicated in Box 17 shall govern this 337
Contract. 338

(d) If Box 17 in Part I is not filled in, sub-clause (a) of this Clause shall 339
apply. 340

* (a), (b) and (c) are alternatives; indicate alternative agreed in Box 17. 341

** Where no figure is supplied in Box 18 in Part I, this provision only shall be 342
void but the other provisions of this Clause shall remain in full force and 343
effect. 344