

Standard Fuel Sale Contract Terms And Conditions

1.0 DEFINITIONS

1.1 AGREEMENT

Agreements means the "Standard Fuel Sale Contract" concluded between the parties. Hereafter mentioned as "**agreement**".

1.2 PARTIES

1.2.1 SELLER

The company **DOĞAN TURİZMSAN. VE TİC. NAK. LTD. ŞTİ.** will be mentioned in the agreement as "**SELLER**".

1.2.2 BUYER

"**BUYER**" means the vessel equipment or its tenant which will be served with goods; the other persons who can act on behalf and name of the equipper or tenant (administrator, partner, shareholder or assistant); the ship owner or tenant agency, broker; the super-seller, who concludes the agreements for the goods service to the vessel and who transfers the execution to the seller.

1.3 GOODS

Agreements object "**GOODS**" means fuel-oil, diesel-oil, lubrication-oil or the other products defined especially in prior telex/fax/e-post confirmations or by agreements.

1.4 LAND TANKER (TRUCKS)

On the agreement, "**TRUCKS**" are land vehicle for carrying goods and supplied goods.

1.5 TELEX/FAX/E-MAIL CONFIRMATION

The notification made by the buyer through telex/fax/e-mail to the seller with the aim to purchase goods is the purchase offer and is the invitation to requisition. Against this offer the seller makes a counter-offer through telex/fax/e-mail and this is the counter-invitation requisition. If the counter-offer is confirmed by offering persons through telex/fax/e-mail the agreement will be considered as concluded. In the telex/fax/e-mail confirmation shall further be mentioned the name of the vessel, which will be served with goods, the date and place of destination; the description and quantity of goods; place and date of payment; amount and fees to be paid; the currency of payment and other subjects.

1.6 AMOUNT

Means the amount of the goods sold.

1.7 FEE

Means the expenses, fees and charges related with the telex/fax/e-mail confirmation or agreement and other expenditures accepted.

1.8 DATE OF PAYMENT

Date of payment shall be fixed by the telex/fax/e-mail confirmation or agreements. The payments shall be made in US\$, unless otherwise defined.

1.9 VESSEL

Means the vessel, which will be served (implemented) with goods in accordance with the telex/fax/e-mail confirmation or agreement.

1.9.1 IMPLEMENTER (SERVER)

This is the person, who implements the goods to the vessel. It is not mandatory that this person is the seller of the goods. This person can be the agency of the seller or another authorized person. Seller will inform buyer in writing prior to delivery if a third party will make the physical delivery on behalf of the seller. Seller should obtain written approval from buyer for this. Buyer is authorized to request an official No Objection Letter (NOC) from seller that the invoice to third party has been settled prior to making the payment to seller for the physical delivery.

2.0 ESTABLISHMENT OF THE AGREEMENT

This agreement is considered as established between the buyer and seller. The provisions of the agreement shall be considered as accepted by this agreement which has the meaning of acceptance of the counter-invitation by the seller through his telex/fax/e-mail given against the counter-invitation requisition, which is the telex/fax/e-mail offer of the buyer. The provisions of telex/fax/e-mail confirmation not contrary to the whole of this contract are included to this agreement.

2.1 JOINT LIABILITY

The requesting buyer is in any case the guarantor, security and common joint liable for the goods values, the other fees and agreement provisions.

2.2 BROKER AND AGENCY AND SUPER-SELLER

When the deal is realized through a broker and the intermediary broker, server or tenant agency has acted as intermediary company like the broker, the super-seller who made and transferred the performance of the sale agreement to the seller, will be common jointly responsible together with the buyer.

3.0 DELIVERY

3.1 PLACE OF IMPLEMENTATION

Place of implementation is the place where the fuel will be filled. This place (as point, i.e: at port, at the wharf or special places similar to this) must be definitively defined by telex/fax/e-mail confirmation or agreement.

3.2 VESSEL

The equipment and personnel necessary for the fuel filling at the vessel implementation place must be ready. Expenses, losses, damages or delays occurred by this reason shall be under buyer's responsibility.

3.3 LAND TANKER

Before filling the vessel, alongside of vessel must be safe. Side of vessel, which fuel implementation shall be made, the necessary lightning shall be provided. All expenses, loss, damage or delays born by these reasons shall be under buyer's responsibility.

3.4 IMPLEMENTATION HOSE

The necessary equipments are necessary for the connection of the vessel's implementation hose and the fuel filling place shall be made ready; the land tanker personnel shall be provided during the connection with technical support. Further it shall be ensured that the necessary safety precautions are taken at the moment of fuel implementation. All expenses, loss, damage or delays born by these reasons shall be under buyer's responsibility.

3.5 MEASUREMENTS

Customs clearance is a sensitive process and especially there is strict rules for shortage to protect sellers and buyers in Turkey. Before filling trucks, customs measures trucks then trucks enter filling. After end of filling, all equipment of trucks such as counter, implementation hose are sealed by customs. In order to supplying, truck goes to port with tracker, which is given by customs and customs measures truck again. Until finish of supplying, customs escorts trucks and also customs checks each steps. If there is shortage, customs certainly does not allow to start process of supplying. All the supporting documents will be available in the truck(s) which will physically supply the bunkers.

3.6 KIND AND FEATURES OF THE GOODS

The kind and features of the goods to be implemented are of quality mentioned in the telex/fax/e-mail confirmation. The goods to be implemented shall be controlled by the authorized vessel personnel prior pumped-in; in case of that the variety of the goods to be pumped-in is more than one, the right instructions shall be given. Otherwise the buyer shall be responsible for occurred loss and damages. Water tests are not necessary for trucks. There is no possibility to occur water for trucks. The official sample mentioned on the Bunker Delivery Receipt which is collected during bunker delivery will be tested by a mutual agreed laboratory to determine if there is any water content.

3.7 EVIDENCE OF DELIVERY

The implemented goods are sealed after filled by its measurement under the control of the customs at the filling plants. Prior the goods are taken delivered by the vessel, the tank seals shall be controlled by the authorized personnel for their soundness. The load quantity determined in the tank, after the measurements made after the seals are opened under the supervision of the vessel personnel, shall be recorded land tankers the soundness of the seals shall be recorded together with the truck plate numbers into the determination report and signed by the parties. These documents are in quality of exclusive written evidence.

4.0 DELIVERY MOMENT OF THE GOODS

After the seals are opened under the supervision of the customs and the necessary measurements are performed and with determination of the load quantity the goods are considered as being delivered in the tank to the buyer. In case of land tankers the determination report are in quality of exclusive written evidences regarding this subject. Once the "bunker delivery receipt" is signed by the buyer after the implementation, the goods delivered with determination report shall be considered as being delivered to the vessel without shortness. In this subject the "fuel received documents" is in quality of exclusive written evidence.

5.0 DISCREPANCIES

Within 45 days of delivery a detailed written claim together with all available supporting documentation substantiating each and every constituent part of the claim (including but not limited to an analysis report prepared by independent inspectors/laboratory of the Buyer's retained quality sample and all correspondence to/from the fuel testing organization used by Buyers) to be submitted to the Seller, failing which Buyer's claim to be time barred.

5.1 DISCREPANCIES IN QUANTITY

If it is claimed by the vessel that there is a difference in the quantity of the goods to be implementation after the performed measurements, the performance of a determination shall be provided by the personnel of an independent and trustworthy survey institution to be appointed by both parties which is mutually agreed. The survey report will be based on truck figures as final and binding and the results of the survey report will be binding. The survey and costs incurred by this reason shall be borne by the buyer. If there is shortage on survey report based on truck figures this responsibility belongs to seller.

5.1.1 QUANTITY CLAIM TIME BAR

The time limit for receipt by the Seller of Notice of Claim in a quantity dispute is 15(fifteen) days from the date of delivery or such shorter period as may be specified in the Confirmation.

5.2 QUALITY DISCREPANCIES

During the implementation continuously samples shall be taken from the good by distilling method. After the samples taken are put into four separate sample covers (minimum 750 ml), the covers will be sealed. Further after the sample covers are stamped with the seal of the vessel and the fuel tankers, they will be individualized by signing by the authorized persons. Two of the sample covers; which one of them is written MARPOL, shall be given to the vessel. Third sample cover shall prevail at the land tanker in order to be subjected to determinations by an independent and trustworthy survey institution in case of any discrepancy regarding the quality and no agreements can be reached between the parties. This sample cover is binding for the parties. Fourth sample is given to filling facility. Covers keep in laboratory until ninety (90) days. The survey costs are on account of the buyer.

5.2.1 QUALITY CLAIM TIME BAR

The time limit for receipt by the Seller of Notice of Claim in respect of quality and/or claims arising out of quality is 15 (fifteen) days from the date of delivery or such shorter period as may be specified in the Confirmation, failing which any claim shall be time barred.

5.3 TOLERANS

In respect of the quantity agreed upon the Seller shall be at liberty to provide, and the Buyer shall accept a variation of plus or minus 5% from the agreed quantity, with no other consequence than a corresponding variation to the invoice from the Seller, unless specified otherwise in the confirmation. If Buyer has purchased a Fixed Forward Price contract (FFP) from the Seller the specific conditions pertaining to Buyer's obligations with respect to minimum quantity liftings for the FFP continue to apply.

6.0 DURATION

The time of arrival of the vessel to the implementation place must be advised by the buyer or agent 48 hours in advance by writing.

7.0 DELAY

If the vessel shall not arrive within the defined time, the demurrage fee tariff, which is agreed by telex/fax/e-mail confirmations, starts to run. The buyer is responsible for the payment of the demurrage fees debt.

8.0 CANCELLATION AND VIOLATION OF THE AGREEMENT

Buyer has a right to cancel goods before filling seller's truck. Only, before filling cancellation costs are belongs to seller. Otherwise if buyer cancels goods after filling seller's trucks, costs are belongs to buyer and the cancellation fee is 5,000 USD.

9.0 ALLOWANCES TO BE PROVIDED

The vessel is obliged to provide the necessary permissions regarding its activity filed for the fuel implementation by itself or through its representative. In case of no fuel can be given due to this reason, the buyer is responsible from the losses occurred.

10.0 FORCE MAJOR

In case of the fuel cannot be delivered or delayed delivered to the vessel by the seller due to force major circumstances i.e: state interventions, war and public violence, fire, flood, storm and other unavoidable and unpreventable circumstances, the seller cannot be held responsible for this.

11.0 NON-LIABILITY DUE TO HOLIDAYS

In case of that the goods to be implemented cannot be taken delivered from the filling plants or the customs clearance cannot be performed due to weekend holidays or official holidays, the seller shall not be responsible from the delays occurred. However, buyer place an order minimum 48 hours before official holidays, delays are not occurred.

12.0 RESPONSIBILITY FOR ENVIRONMENTAL POLLUTION

The vessel which shall be implemented shall have taken all precautions against the environmental pollution and shall have performed the necessary controls before taking the good. The good shall be pumped during the fuel implementation by acting in accordance with the instructions of the fuel tanker personnel. Anyway for environmental pollution occurred by reasons which are caused by the vessel the buyer shall be held responsible and even if the seller is accepted by the authorities as addressee, for legal- administrative and penalty responsibilities which has to be born mandatory shall be revocable to the buyer.

13.0 NOTICES

Besides the address of the vessel server, notices made to the addresses of the vessel owner, keeper, captain, chief-engineer or the vessel agency providing the vessel agency services in Turkey before and after the sale, transit agency or protecting agency or the intermediary broker acting as intermediary for the sale or other persons, who are authorized, shall be valid. Any changes of the notice addresses shall be informed to the seller. Otherwise the notices made to that addresses shall be valid.

14.0 LIABILITY

The Seller shall not be liable to the Buyer for any loss or damage including loss of profit , loss of time including without limitation hire, demurrage or detention, or any other consequential loss whatsoever arising from any cause whatsoever whether in contract, tort or otherwise including the negligence of the Seller, its servants, agents or sub-contractors.

15.0 AUTHORIZED AUTHORITY AND GOVERNING LAW

In case of disagreement the courts of **HATAY** shall be authorized and entitled. Disagreements are governed by the Turkish Law.