

**GENERAL TERMS AND CONDITIONS FOR THE SALE OF MARINE BUNKER FUELS,  
LUBRICANTS AND OTHER PRODUCTS**

1. **Agreement shall mean the confirmation of bunkers or lubricants and these General Terms and Conditions.**
2. **Buyer shall mean the party as identified in the Nomination Facsimile, Telex or E-mail to whom the Seller contracts to sell Goods. The term shall include the Owners of the Receiving Vessel, and both the Buyer identified in the Nomination Facsimile, Telex or E-mail and the Owners of the Receiving Vessel shall be deemed to be the Buyer for the purposes of this Agreement. The Buyer warrants that the Seller will have and may assert a lien against the Receiving Vessel for the price of any Goods sold and delivered to the Receiving Vessel. If the Agreement is made or negotiated by or through an agent or agents for a principal so that the principal is the Buyer, then that agent or those agents expressly agree with the Seller that they shall be liable not only as agents but also jointly and severally as principals. The agent or agents shall be liable as fully as if they were themselves the principal, and they shall be deemed to be included within the term "the Buyer" herein.**
3. **Delivery Date shall mean the date on which the Goods are to be delivered to the Vessel.**
4. **Delivery Port shall mean the port, berth, dock, anchorage, submarine line, single point or single berth mooring facility, off shore location or any other loading or discharge place as may be indicated by the Buyer at which the Seller agrees to supply the Goods.**
5. **Delivery of the Goods to the Receiving Vessel shall be deemed completed when the Goods pass the flange connecting the Seller's delivery facilities with the receiving facilities provided by the Buyer.**
6. **Goods shall mean Bunkers (bunker fuel, marine diesel and gas oil), marine lubricants and other products purchased by the Buyer in connection with the Receiving Vessel.**
7. **Nomination Telex or Facsimile or E-mail shall mean confirmation of the order and agreement.**
8. **Parties shall mean the Buyer and the Seller.**
9. **Seller shall mean OCEAN (BD)GROUP**
10. **Supplier / Physical Supplier shall mean the person or entity from whom the Seller obtains the Goods for resale to the Buyer at the Delivery Port.**
11. **Vessel or Receiving Vessel shall mean the Vessel named in the Nomination Telex or Facsimile or E-mail to which the Goods purchased by the Buyer are to be delivered. It includes the Receiving Vessel's Owners, Operators, Managers, Master and Crew.**

**12. The quantities of Goods delivered shall be determined in co-ordination of delivery barge(s) figure and receiving vessel figure.**

**13. Once the Receiving Vessel's representative or crew had accepted the quantity of the Goods delivered as evidenced by the Receiving Vessel's representative's or crew's signature on the bunker delivery receipt or bunker delivery note and there is no further written request from the Receiving Vessel to the delivery barge or truck prior to the disconnection of the bunker hose, the quantity as shown on the bunker delivery receipt or bunker delivery note shall be deemed final and complete and there shall be no further obligation on the Seller and the Buyer shall not have any claims against the Seller for any short delivery.**

**14. In respect of the quantity agreed upon, the Seller shall be at liberty to provide, and the Buyer shall accept a variation of 10% from the agreed quantity, with no other consequence than a similar variation to the corresponding invoice from the Seller.**

**15. Quality as per Local Govt owned refinery which meet ISO specifications 8217:2005**

**16. Unless the Buyer notifies the Seller in writing of a claim with supporting evidence in respect of the quality specification or composition of the Goods delivered within FIFTEEN (15) days of the completion of the Delivery of the Goods in question to the Buyer or the Receiving Vessel, the Buyer's claim shall be extinguished and shall cease to exist for all purposes.**

**17. Any and all claims arising out or in connection with the Goods supplied shall be null and void if not submitted by Buyer to Seller within FIFTEEN (15) days after the Goods has been delivered or such shorter period as specified in the Sales Confirmation.**

**18. At least 3 samples of the bunker to be delivered shall be taken, one for Surveyor (If involved), one for the Physical Supplier and one for the Buyer.**

**19. Payment shall be made in full by the Buyer as directed by the Seller within the Period agreed in writing.**

**20. The seller/Physical supplier shall not liable for non-delivery due to bad weather, political unrest, barges engine problem on the time of delivery or any other reasons which out of control of supplier.**

**21. We allow bunker surveyor (if any) SGS/INTERTEK, Chittagong only**