



GENERAL TERMS & CONDITIONS

2026 EDITION

Applicable to the Sale and Supply of

- Marine Fuels
- Marine Lubricants
- Marine Chemicals
- Marine Paints & Coatings
- Ship Chandlery
- Marine Spare Parts
- Marine Technical Services
- Marine Logistics and Related Services

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1. DEFINITIONS

Unless expressly stated otherwise, the following expressions shall have the meanings assigned below.

"Seller"

"Seller" means **Temar Denizcilik ve Ticaret A.Ş.**, including its successors, affiliates, subsidiaries, employees, representatives, subcontractors, agents and any entity acting on its behalf.



"Buyer"

"Buyer" means the legal entity placing an order for Products or Services and shall include, jointly and severally where applicable:

- Registered Owners
- Disponent Owners
- Charterers
- Bareboat Charterers
- Time Charterers
- Voyage Charterers
- Ship Managers
- Technical Managers
- Commercial Managers
- Operators
- Masters
- Agents
- Beneficial Owners
- Parent Companies
- Affiliated Companies

where any such party receives, orders, requests, benefits from or authorizes the supply.

"Vessel"

Any ship, offshore installation, floating unit, FPSO, FSRU, drilling rig, tug, yacht, naval vessel, barge or any other floating structure to which Products or Services are supplied.



"Products"

Products include, but are not limited to:

- Marine Fuels
- Biofuels
- LNG
- Methanol (where applicable)
- Marine Lubricants
- Marine Chemicals
- Marine Paints
- Protective Coatings
- Spare Parts
- Technical Consumables
- Ship Chandlery Items
- Any ancillary goods supplied by Seller.

"Services"

Services include without limitation:

- Delivery
- Transportation
- Bunkering
- Logistics
- Warehousing
- Agency Coordination
- Technical Assistance
- Sampling
- Testing
- Inspection



- Documentation

"Contract"

The Contract consists of:

- Seller's Quotation;
- Buyer's Purchase Order;
- Seller's Order Confirmation;
- These General Terms and Conditions;
- Any written amendments expressly accepted by Seller.

"Order Confirmation"

The written confirmation issued by Seller confirming acceptance of Buyer's order.

No contract shall exist until Seller has issued its Order Confirmation.

"Delivery Point"

The flange connection between Seller's delivery facilities and Buyer's receiving facilities unless otherwise agreed in writing.

"Business Day"

Any day other than:

- Saturday
- Sunday
- Public Holiday

at the place where the delivery is performed.



"Force Majeure Event"

Any circumstance beyond Seller's reasonable control including but not limited to:

- War
- Armed conflict
- Terrorism
- Piracy
- Cyber attack
- Ransomware
- Port closure
- Lockout
- Strike
- Labour dispute
- Fire
- Explosion
- Flood
- Earthquake
- Pandemic
- Epidemic
- Government restrictions
- Embargo
- Sanctions
- Failure of utilities
- Supplier failure
- Navigation restrictions
- Weather conditions
- Mechanical breakdown
- Terminal congestion

"Sanctions"

Any sanctions, embargoes, export controls or restrictive measures imposed by:

- United Nations
- European Union
- United Kingdom
- United States (including OFAC)
- Türkiye
- Any other competent governmental authority.

"Applicable Law"

Any international convention, statute, regulation, code, mandatory rule or governmental requirement applicable to the Contract.

2. SCOPE OF APPLICATION

2.1

These General Terms and Conditions shall apply to every quotation, offer, order, contract, sale, supply, delivery and service performed by Seller.

2.2

These General Terms shall prevail over any purchase conditions, standard terms or contractual provisions submitted by Buyer unless expressly accepted by Seller in writing.

2.3

Any modification, amendment or waiver shall only be valid if signed by an authorized representative of Seller.



2.4

Acceptance of delivery, issuance of Purchase Order, signature of Delivery Receipt or payment of any invoice shall constitute unconditional acceptance of these General Terms.

2.5

Should any provision become invalid or unenforceable, the remaining provisions shall remain fully valid and enforceable.

2.6

Seller reserves the right to amend these General Terms at any time. The version published on Seller's official website on the date of the Order Confirmation shall apply unless otherwise agreed.

3. QUOTATIONS

3.1

Unless expressly stated otherwise, all quotations issued by Seller are non-binding.

3.2

Quotations remain valid only for the period expressly stated therein.

3.3

Seller reserves the right to withdraw or amend any quotation before issuing an Order Confirmation.

3.4

Prices are based upon information available at the quotation date and may be adjusted due to:

- Market fluctuations
- Supplier price revisions
- Freight changes
- Port charges

- Taxes
- Duties
- Currency exchange movements
- Regulatory changes
- Extraordinary operational costs

3.5

Quotations shall always be interpreted together with these General Terms.

4. ORDERS AND ORDER CONFIRMATION

4.1 Orders

Buyer shall submit all Orders in writing by e-mail, Seller's electronic ordering platform or any other communication method expressly accepted by Seller.

An Order shall contain, as a minimum:

- Vessel name;
- IMO Number;
- Buyer's legal entity;
- Owner (if different);
- Operator or Technical Manager;
- Delivery Port;
- Delivery Location;
- ETA;
- Product description;
- Grade and Specification;
- Quantity;
- Required delivery date;
- Delivery contact details;
- Billing information;



- Purchase Order Number (if applicable);
- Any special operational requirements reasonably necessary for the performance of the Contract.

Seller shall not be liable for delays, additional costs or errors resulting from incomplete, inaccurate or misleading information supplied by Buyer.

4.2 Acceptance of Orders

No Order shall be binding upon Seller unless expressly confirmed in writing through an Order Confirmation issued by Seller.

Seller reserves the right, at its sole discretion, to reject any Order without providing reasons.

4.3 Amendments

Buyer may request amendments before delivery.

Seller shall use reasonable efforts to accommodate such request but shall have no obligation to do so.

Any amendment may result in revised pricing, revised delivery schedule and additional operational charges.

4.4 Cancellation

Buyer shall not cancel any confirmed Order without Seller's prior written consent.

If Seller accepts cancellation, Buyer shall indemnify Seller against all losses including but not limited to:

- supplier cancellation charges;
- logistics costs;
- transportation costs;
- storage costs;
- demurrage;
- barge cancellation costs;
- customs expenses;



- loss of profit;
- administrative expenses;
- third-party claims.

Seller may issue an invoice immediately upon cancellation.

4.5 Buyer's Responsibility

Buyer warrants that it has full authority to place the Order.

Where Buyer acts as agent, broker or intermediary, Buyer shall remain jointly and severally liable unless Seller expressly agrees otherwise in writing.

4.6 Seller's Right to Suspend Performance

Seller may suspend performance immediately if:

- Buyer's financial standing materially deteriorates;
- overdue invoices exist;
- credit limits are exceeded;
- sanctions concerns arise;
- fraud is suspected;
- unsafe operational conditions exist;
- required permits are unavailable;
- governmental restrictions prevent performance.

Such suspension shall not constitute breach of Contract.

5. PRICES

5.1

Prices are exclusive of:

- VAT;
- customs duties;
- environmental charges;
- port dues;
- agency costs;
- taxes;
- governmental levies;
- bank charges;

unless expressly stated otherwise.

5.2

Seller reserves the right to revise prices prior to delivery where changes occur in:

- supplier pricing;
 - freight;
 - exchange rates;
 - taxes;
 - governmental charges;
 - sanctions;
 - extraordinary market volatility.
-

5.3

Where delivery is delayed at Buyer's request, Seller may revise pricing to reflect prevailing market conditions at the revised delivery date.

5.4

Additional waiting time caused by Buyer or Vessel shall be charged at Seller's applicable rates.

5.5

Operational costs arising from:

- shifting berth;
- waiting for customs;
- weather delays attributable to Buyer;
- vessel readiness;
- pumping delays;
- documentation delays;

shall be payable by Buyer.

6. PAYMENT TERMS

6.1

Payment shall be made in the currency stated on Seller's Invoice.

6.2

Payment shall be made in full without:

- deduction;
 - withholding;
 - counterclaim;
 - set-off;
 - bank charges.
-

6.3

Payment shall be deemed received only upon cleared funds reaching Seller's designated bank account.

6.4

Any banking costs incurred outside Seller's banking institution shall be borne entirely by Buyer.

6.5

Seller shall not be required to submit any additional documentation other than its commercial invoice unless otherwise agreed.

6.6 Late Payment

Any overdue amount shall accrue interest at:

SOFR + 8% per annum

or

1% per month

whichever is higher and legally enforceable.

Interest shall accrue daily.

6.7 Collection Costs

Buyer shall reimburse Seller for all reasonable costs incurred in collecting overdue amounts including:

- lawyers' fees;
- arbitration costs;
- court fees;
- surveyor fees;
- debt collection agencies;
- enforcement expenses.

6.8 Cross Default

If Buyer defaults under any Contract with Seller or any affiliated company, Seller may immediately declare all outstanding invoices due and payable.

6.9 Right of Suspension

Seller may suspend all future deliveries until every outstanding amount has been paid.

7. CREDIT TERMS

7.1

Any credit granted by Seller may be amended, reduced or withdrawn at any time without notice.

7.2

Granting credit for one transaction shall not constitute an obligation to extend future credit.

7.3

Seller may require:

- advance payment;
 - bank guarantee;
 - standby letter of credit;
 - parent company guarantee;
 - corporate guarantee;
 - P&I Club undertaking;
 - other acceptable security.
-

7.4

If Buyer becomes insolvent or enters liquidation, restructuring, administration or similar proceedings, all outstanding invoices shall become immediately due.

8. RETENTION OF TITLE

8.1

Notwithstanding delivery and transfer of risk, legal title to all Products shall remain vested in Seller until all sums owed by Buyer have been paid in full.

8.2

Until title passes, Buyer shall:

- store Products separately where reasonably possible;
 - preserve Seller's ownership rights;
 - not create any security interest over the Products;
 - permit Seller to inspect the Products upon reasonable notice.
-

8.3

Where Products are consumed aboard the Vessel prior to payment, Seller's ownership rights shall convert into an immediate contractual right to payment together with all other remedies available under applicable law, including any maritime lien or other security rights where recognized.

8.4

Nothing contained herein shall prejudice Seller's rights to:

- arrest the Vessel;
- obtain maritime security;
- attach assets;
- commence arbitration;
- initiate court proceedings;

- pursue any other remedy available under applicable law.

9. DELIVERY

9.1 Delivery Obligation

Seller shall use commercially reasonable efforts to deliver the Products at the agreed Delivery Point within the estimated delivery window stated in the Order Confirmation.

Unless expressly agreed otherwise, delivery dates and times are estimates only and shall not constitute a guarantee.

Time shall not be of the essence.

9.2 Delivery Window

Buyer shall provide Seller with updated ETA notifications including:

- 72 hours
- 48 hours
- 24 hours
- 12 hours
- 6 hours

prior to arrival, unless local regulations require otherwise.

Failure to provide accurate ETA updates may result in:

- delivery delays;
- cancellation;
- additional operational costs;
- waiting charges.

Such costs shall be borne entirely by Buyer.

9.3 Vessel Readiness

Buyer warrants that the Vessel shall be fully ready to receive the Products immediately upon Seller's arrival.

The Vessel shall ensure that:

- tanks are properly prepared;
- receiving equipment is operational;
- crew is available;
- cargo plans are finalized;
- all permits have been obtained;
- safety procedures have been completed.

9.4 Safe Berth Warranty

Buyer warrants that the nominated berth, anchorage or offshore location shall at all times be safe and accessible for Seller's delivery unit.

Seller may refuse delivery where, in Seller's reasonable opinion, conditions are unsafe.

9.5 Delivery Suspension

Seller may suspend or terminate delivery immediately whenever:

- unsafe conditions exist;
- weather conditions deteriorate;
- governmental restrictions apply;
- sanctions concerns arise;
- terminal instructions prohibit operations;
- pollution risk exists;
- ISGOTT procedures are not followed.

Seller shall not be liable for any resulting delay.



9.6 Pumping Rate

Buyer shall ensure that the Vessel maintains a commercially reasonable pumping and receiving rate.

Where pumping is interrupted or reduced due to Buyer or Vessel, all resulting delays and costs shall be for Buyer's account.

9.7 Delivery Receipt

Upon completion of delivery, Buyer or the Master shall sign Seller's:

- Bunker Delivery Note;
- Delivery Receipt;
- Delivery Checklist;
- Safety Checklist;
- Sampling documentation.

Refusal to sign shall not invalidate delivery where objective evidence confirms completion.

9.8 Electronic Documentation

Electronic documents, scanned copies, digital signatures and electronic acknowledgements shall have the same legal effect as originals.

10. TRANSFER OF RISK

10.1

Risk shall pass from Seller to Buyer immediately when the Products pass Seller's delivery flange into Buyer's receiving connection unless otherwise agreed.

10.2

Any contamination, loss, leakage or deterioration occurring after the transfer of risk shall be Buyer's sole responsibility.

10.3

Risk transfers independently of title.

Retention of title provisions shall remain unaffected.

11. QUANTITY DETERMINATION

11.1

The quantity delivered shall be determined by Seller's certified measuring systems unless mandatory local law provides otherwise.

11.2

Seller's measurements shall be final and binding except where manifest error is proven.

11.3

Measurements may include:

- Flow Meter;
 - Mass Flow Meter;
 - Tank Soundings;
 - Meter Readings;
 - Certified Calibration Systems.
-

11.4

Where a Mass Flow Meter has been approved by the competent authority, its recorded quantity shall constitute final evidence of quantity delivered.

11.5

Buyer may appoint an independent surveyor at Buyer's own expense.

Such appointment shall not delay delivery.

11.6

Normal measurement tolerances shall not constitute shortage.

12. QUALITY

12.1

Seller warrants that the Products shall substantially comply with the specifications expressly stated in the Order Confirmation at the Delivery Point.

12.2

Except as expressly stated herein, Seller excludes all warranties whether express or implied including:

- merchantability;
 - fitness for a particular purpose;
 - compatibility;
 - performance expectations.
-

12.3

Buyer shall remain solely responsible for determining whether the Products are suitable for:

- Vessel;
 - Engine;
 - Auxiliary Machinery;
 - Boilers;
 - Blending;
 - Existing onboard products.
-



12.4

Seller shall not be liable for incompatibility between supplied Products and products already onboard.

12.5

Buyer shall segregate newly supplied Products from existing Products until compatibility has been verified.

12.6

Seller shall not be liable for any damage caused by:

- improper storage;
 - contamination after delivery;
 - negligent handling;
 - mixing;
 - blending;
 - failure to follow manufacturer's recommendations.
-

13. SAMPLING PROCEDURE

13.1

Representative samples shall be taken continuously throughout delivery whenever reasonably practicable.

13.2

Sampling shall comply with:

- MARPOL;
- ISO 8217;
- ISO 13739;
- ISO 3170;

- applicable local regulations.

13.3

Samples shall be sealed, labelled and signed by both Parties whenever possible.

13.4

Failure of Buyer to witness sampling shall not invalidate the samples.

13.5

Seller shall retain official samples for not less than twelve (12) months unless mandatory law requires a longer period.

13.6

Where a dispute arises, analysis shall be carried out by an internationally recognized independent laboratory mutually agreed by the Parties.

If no agreement is reached within five (5) Business Days, Seller may nominate an independent laboratory from an internationally recognized testing organization.

The laboratory result shall be final and binding except in cases of manifest error or fraud.

13.7 Chain of Custody

All samples shall remain under documented chain-of-custody procedures from collection until laboratory analysis to preserve evidential integrity.

13.8 Preservation of Evidence

Buyer shall immediately preserve:

- fuel tanks;
- filters;
- purifier records;

- engine logs;
- fuel change-over records;
- alarm history;
- remaining samples.

Failure to preserve evidence may prejudice Buyer's claim.

14. CLAIMS

14.1 Notice of Claim

Buyer shall inspect the Products immediately upon delivery.

Any claim relating to:

- quantity;
- quality;
- contamination;
- shortage;
- delay;
- damage;

must be notified in writing to Seller without undue delay.

Failure to notify Seller within the time limits set out herein shall constitute an irrevocable waiver of the claim.

14.2 Quantity Claims

Claims concerning quantity shall:

- be noted on the Delivery Receipt before departure of the delivery unit;
- specify the alleged shortage;
- include all supporting documentation.

Claims submitted after departure of Seller's delivery unit shall not be accepted except where mandatory law provides otherwise.

14.3 Quality Claims

Buyer shall notify Seller:

- immediately after discovery; and
- in any event no later than seven (7) days after delivery.

Buyer shall preserve all evidence necessary for investigation.

Failure to do so shall bar the claim.

14.4 Duty to Mitigate

Buyer shall take all reasonable measures to minimize losses.

Buyer shall not continue operating damaged equipment where such operation is likely to increase damage.

14.5 Investigation

Seller shall have the right to:

- inspect the Vessel;
- inspect machinery;
- inspect tanks;
- inspect filters;
- inspect logbooks;
- inspect maintenance records;
- obtain fuel samples;
- appoint surveyors;
- appoint laboratory experts.

Buyer shall provide full cooperation.



14.6 No Admission

Seller's attendance onboard, participation in surveys or investigation shall not constitute admission of liability.

14.7 Exclusive Remedy

Replacement of defective Products or reimbursement of the purchase price shall, at Seller's option, constitute Buyer's exclusive remedy.

14.8 Limitation Period

No legal proceedings may be commenced later than twelve (12) months after delivery unless mandatory law provides otherwise.

15. PRODUCT LIABILITY

15.1

Seller shall only be liable for direct losses caused solely by Seller's proven gross negligence or wilful misconduct.

15.2

Seller shall never be liable for:

- indirect losses;
- consequential losses;
- economic losses;
- loss of charter;
- loss of freight;
- loss of hire;
- detention;
- demurrage;
- off-hire;

- business interruption;
 - reputational damage;
 - loss of contracts;
 - loss of goodwill.
-

15.3

Seller's total aggregate liability under any Contract shall never exceed the invoice value of the Products giving rise to the claim.

15.4

Buyer assumes full responsibility for:

- product selection;
 - compatibility;
 - onboard handling;
 - storage;
 - blending;
 - operational use.
-

16. HEALTH, SAFETY, SECURITY AND ENVIRONMENT (HSSE)

16.1

Buyer and Seller shall comply with all applicable HSSE regulations.

16.2

Buyer warrants that the Vessel complies with:

- MARPOL;
- SOLAS;
- ISGOTT;

- applicable Port Regulations;
 - terminal safety procedures.
-

16.3

Seller may suspend delivery immediately where HSSE requirements are not satisfied.

16.4

Buyer shall indemnify Seller against all pollution liabilities arising after transfer of risk.

16.5

Buyer shall ensure that all personnel:

- wear appropriate PPE;
 - comply with terminal rules;
 - follow Seller's safety instructions.
-

17. ENVIRONMENTAL COMPLIANCE

17.1

Buyer shall comply with all environmental legislation applicable to the Vessel.

17.2

Buyer shall immediately notify Seller of:

- spills;
 - leaks;
 - contamination;
 - pollution incidents.
-

17.3

Following transfer of risk, Buyer shall be solely responsible for all pollution resulting from the Products.

17.4

Seller shall not be responsible for environmental damage arising from improper storage, handling or use after delivery.

18. INSURANCE

18.1

Buyer warrants that the Vessel maintains valid insurance throughout the Contract including, where applicable:

- Protection & Indemnity (P&I);
 - Hull & Machinery;
 - Pollution Liability;
 - Cargo Liability;
 - Other customary marine insurance.
-

18.2

Upon Seller's reasonable request, Buyer shall provide satisfactory evidence of insurance.

18.3

Failure to maintain insurance shall constitute a material breach entitling Seller to suspend or terminate performance.

19. LIMITATION OF LIABILITY

19.1



Except where prohibited by mandatory law, Seller excludes every liability not expressly assumed in these General Terms.

19.2

Seller shall not be liable for losses arising from:

- supplier failure;
 - terminal closure;
 - customs delays;
 - governmental action;
 - sanctions;
 - cyber incidents;
 - communication failures;
 - utility failures;
 - navigation restrictions.
-

19.3

Under no circumstances shall Seller's aggregate liability exceed the total amount paid under the relevant Invoice.

19.4

Buyer accepts that the allocation of risk contained herein forms an essential basis of the commercial bargain.

20. INDEMNITY

20.1

Buyer shall indemnify, defend and hold harmless Seller from any claim arising out of:

- Buyer's breach of Contract;
- negligence;

- misuse of Products;
- pollution after delivery;
- injury to third parties;
- damage to property;
- regulatory violations;
- sanctions violations.

20.2

This indemnity shall survive completion, termination or expiry of the Contract.

21. FORCE MAJEURE

21.1

Neither Party shall be liable for any delay or failure in performing its obligations where such delay or failure results directly or indirectly from a Force Majeure Event.

21.2

Force Majeure includes, but is not limited to:

- war;
- civil unrest;
- rebellion;
- piracy;
- armed conflict;
- terrorism;
- cyber attack;
- ransomware;
- denial of service attack;
- GPS spoofing;
- AIS interference;

- epidemic;
- pandemic;
- quarantine;
- governmental restriction;
- sanctions;
- embargo;
- export prohibition;
- import restriction;
- customs action;
- labor strike;
- lockout;
- fire;
- explosion;
- earthquake;
- flood;
- tsunami;
- hurricane;
- severe weather;
- terminal shutdown;
- berth congestion;
- tug unavailability;
- pilot unavailability;
- supplier default;
- refinery shutdown;
- pipeline interruption;
- utility interruption;
- shortage of raw materials;



- shortage of transportation;
- failure of communications.

21.3

The affected Party shall notify the other Party as soon as reasonably practicable.

21.4

Seller may suspend performance without liability during the continuation of the Force Majeure Event.

21.5

If the Force Majeure Event continues for more than thirty (30) consecutive days, Seller may terminate the Contract immediately without liability.

22. SANCTIONS COMPLIANCE

22.1

Buyer represents and warrants that neither Buyer, Vessel, Owners, Charterers, Operators, Managers nor any beneficial owner is:

- designated under UN Sanctions;
- designated under EU Sanctions;
- designated under UK Sanctions;
- designated under OFAC Sanctions;
- subject to any asset freeze.

22.2

Buyer shall immediately notify Seller of any sanctions designation occurring after the Contract has been concluded.



22.3

Seller may refuse to perform the Contract whenever performance could expose Seller to sanctions risk.

Seller shall incur no liability whatsoever.

22.4

Seller may immediately terminate the Contract where Seller reasonably believes:

- the Vessel forms part of a sanctioned fleet;
 - AIS has been manipulated;
 - ship-to-ship transfer has been used to evade sanctions;
 - documentation is inaccurate;
 - beneficial ownership has been concealed.
-

22.5

Buyer shall fully indemnify Seller against every loss arising from any sanctions breach.

23. EXPORT CONTROL

Buyer warrants compliance with all applicable export control laws.

Seller may refuse delivery whenever export licences are unavailable or governmental approvals are withdrawn.

24. ANTI-BRIBERY & ANTI-CORRUPTION

Buyer warrants compliance with:

- UK Bribery Act 2010;
- US Foreign Corrupt Practices Act;
- applicable anti-corruption legislation.

Neither Party shall offer, promise or provide any improper payment.



Any breach constitutes material breach.

Seller may terminate immediately.

25. ANTI-MONEY LAUNDERING

Buyer confirms that funds used for payment originate from legitimate sources.

Seller may request:

- corporate documents;
- beneficial ownership information;
- banking details;
- KYC documentation.

Failure to provide satisfactory information entitles Seller to suspend performance.

26. CYBER SECURITY

26.1

Both Parties shall implement commercially reasonable cyber security measures.

26.2

Seller shall not be liable for losses arising from:

- hacking;
 - phishing;
 - malware;
 - ransomware;
 - spoofed emails;
 - fake invoices;
 - unauthorized payment instructions.
-

26.3



Bank account details shall never be deemed amended solely by email.

Changes shall require independent verification.

26.4

Buyer shall verify every payment instruction through previously agreed communication channels.

Failure to do so shall be Buyer's sole responsibility.

27. ELECTRONIC COMMUNICATIONS

27.1

The Parties agree that:

- emails;
- PDFs;
- scanned documents;
- electronic signatures;
- electronic purchase orders;
- electronic invoices;

shall constitute valid contractual evidence.

27.2

Electronic records shall have the same evidential value as original paper documents.

28. CONFIDENTIALITY

Each Party shall keep confidential every commercial, financial, operational and technical information received from the other Party.

This obligation survives termination for five (5) years.

29. DATA PROTECTION



Each Party shall comply with:

- GDPR;
- UK GDPR;
- Turkish Personal Data Protection Law (KVKK);
- any other applicable privacy legislation.

Personal data shall only be processed to the extent necessary for performance of the Contract.

30. MARITIME LIEN

Nothing contained herein shall prejudice Seller's rights under applicable maritime law to:

- assert a maritime lien where recognized;
- arrest the Vessel where legally available;
- attach assets;
- obtain security;
- commence legal proceedings in any competent jurisdiction for obtaining security.

31. GOVERNING LAW

This Contract shall be governed by **English Law**, unless otherwise expressly stated in the Order Confirmation.

Where the Parties expressly agree in writing, Turkish Law may instead apply.

32. ARBITRATION

Unless otherwise agreed in writing:

Any dispute arising out of or in connection with this Contract shall be finally resolved by arbitration under the **London Maritime Arbitrators Association (LMAA) Terms**.

- Seat of Arbitration: London
- Language: English
- Number of Arbitrators: One (claims under USD 500,000) or Three (claims exceeding USD 500,000), unless the applicable LMAA Terms provide otherwise.



The arbitral award shall be final and binding.

33. MISCELLANEOUS

Entire Agreement

These General Terms together with the Order Confirmation constitute the entire agreement.

Severability

Invalidity of one provision shall not affect the remainder.

Waiver

Failure to exercise any right shall not constitute waiver.

Assignment

Seller may assign its rights without Buyer's consent.

Buyer may not assign its rights without Seller's written approval.

Survival

The following clauses survive termination:

- Payment
- Claims
- Liability
- Confidentiality
- Data Protection
- Arbitration
- Governing Law
- Indemnity
- Maritime Lien



- Sanctions

SCHEDULE A

PRODUCT SPECIFICATIONS

Marine Fuels

Products shall comply with the latest edition of:

- ISO 8217
- MARPOL Annex VI
- IMO Sulphur Regulations

unless otherwise agreed in writing.

Marine Lubricants

Products shall comply with the respective manufacturer's technical data sheets.

Marine Chemicals

Products shall comply with:

- IMDG Code
- SDS Requirements
- Manufacturer Specifications

Marine Paints

Paints shall comply with the manufacturer's:

- Technical Data Sheet
- Product Data Sheet
- Application Guide

SCHEDULE B

CLAIM PROCEDURE

İçmeler Mahallesi Aydınlı yolu Caddesi No:34/4 TUZLA / İSTANBUL
T: 0216 582 00 43-56 F: 0 216 446 05 93 W: www.temar.com.tr



A claim shall include at minimum:

- Vessel Name
- IMO Number
- Delivery Date
- Port
- Invoice Number
- Delivery Receipt
- BDN
- Photographs
- Engine Log
- Sounding Reports
- Fuel Analysis
- Survey Report
- Laboratory Report
- Samples

Incomplete claims may be rejected.

SCHEDULE C

APPROVED LABORATORIES

Unless otherwise agreed:

Seller may request testing by internationally recognized laboratories including:

- SGS
- Bureau Veritas
- Intertek
- VPS
- Saybolt

or another mutually agreed independent laboratory.

SCHEDULE D

BANK ACCOUNT VERIFICATION

Buyer shall never rely solely upon email instructions for bank account amendments.

Bank account changes require:

- written confirmation;
- telephone verification;
- confirmation by an authorized representative.

Seller shall not be liable for payments made to fraudulent accounts where Buyer failed to verify payment instructions.

SCHEDULE E

SANCTIONS DECLARATION

Buyer confirms that:

- Vessel is not sanctioned;
- Owners are not sanctioned;
- Charterers are not sanctioned;
- Cargo is lawful;
- Funds originate from lawful sources.

Buyer shall notify Seller immediately if any representation becomes inaccurate.

SCHEDULE F

HSSE REQUIREMENTS

Prior to delivery Buyer shall ensure:

- ✓ Mooring completed
- ✓ Firefighting equipment ready
- ✓ Emergency stop procedures understood



- ✓ Scuppers plugged
 - ✓ Communication established
 - ✓ Emergency contact confirmed
 - ✓ Spill response equipment available
 - ✓ PPE worn
-

SCHEDULE G

CYBER SECURITY REQUIREMENTS

Buyer shall ensure:

- MFA enabled
 - Secure payment procedures
 - Verified email domains
 - Anti-virus protection
 - Secure communication channels
-

SCHEDULE H

ESG STATEMENT

Seller supports:

- Environmental protection
- Human rights
- Anti-slavery
- Responsible sourcing
- Sustainable shipping

Buyer shall cooperate with these principles where applicable.

SCHEDULE I

DOCUMENT PRIORITY

In the event of inconsistency:

1. Order Confirmation
2. Special Conditions
3. General Terms & Conditions
4. Purchase Order
5. Buyer's Standard Terms

APPENDIX 1

DELIVERY CHECKLIST

- ☐ Vessel alongside
- ☐ Manifold connected
- ☐ Safety meeting completed
- ☐ Sampling equipment ready
- ☐ Tank allocation confirmed
- ☐ Emergency stop tested
- ☐ BDN prepared
- ☐ Delivery commenced

APPENDIX 2

FORCE MAJEURE NOTICE

Standard notification form.

APPENDIX 3

CLAIM FORM

Standardized claim notification.



APPENDIX 4

CREDIT APPLICATION FORM

Corporate information

Beneficial ownership

Bank references

Trade references

Credit limit requested

APPENDIX 5

KYC QUESTIONNAIRE

Company Registration

Ultimate Beneficial Owner

PEP Declaration

Sanctions Declaration

AML Declaration

APPENDIX VI

CODE OF BUSINESS CONDUCT

1. Business Ethics

Seller conducts its business honestly, fairly and in accordance with internationally accepted business ethics.

Buyer agrees to conduct all business activities with the same standard.

2. Human Rights

Buyer shall comply with internationally recognized human rights principles.

Forced labour

Child labour

Human trafficking



Modern slavery
shall not be tolerated.

3. Environmental Responsibility

Buyer shall use commercially reasonable efforts to minimize environmental impact.

4. Competition Law

Buyer shall comply with all applicable competition and antitrust legislation.

5. Gifts & Hospitality

No employee shall offer or receive any improper gift intended to influence commercial decisions.

6. Whistleblowing

Seller reserves the right to investigate anonymous reports concerning fraud, corruption or unethical conduct.

APPENDIX VII

TRADE COMPLIANCE POLICY

Buyer represents that neither:

- cargo;
- vessel;
- owner;
- charterer;
- operator;
- financing bank;

violates any applicable trade restrictions.



Buyer shall immediately notify Seller of any material change.

APPENDIX VIII

ESG POLICY

Seller supports:

Environmental Protection

Social Responsibility

Corporate Governance

Buyer agrees to cooperate whenever reasonably required.

APPENDIX IX

DIGITAL COMMUNICATION POLICY

The Parties acknowledge that:

Electronic Purchase Orders

Electronic Invoices

Electronic Bills

Electronic Delivery Receipts

Electronic Signatures

Electronic PDFs

Electronic Certificates

shall be legally binding.

APPENDIX X

FRAUD PREVENTION POLICY

Buyer acknowledges increasing risks relating to:

CEO Fraud

Business Email Compromise



Invoice Fraud

Cyber Fraud

Identity Theft

No banking instruction shall be accepted solely by email.

APPENDIX XI

FORCE MAJEURE NOTIFICATION FORM

Date

Contract Number

Vessel

Description of Event

Expected Duration

Mitigation Measures

Authorized Signature

APPENDIX XII

CLAIM NOTIFICATION FORM

Contract No.

Invoice

BDN

Product

Date

Port

Nature of Claim

Supporting Documents

Laboratory

Surveyor

Master

Authorized Representative

APPENDIX XIII

APPROVED ELECTRONIC SIGNATURES

The following methods shall constitute valid execution:

- DocuSign
 - Adobe Sign
 - Qualified Electronic Signature
 - Secure Digital Certificate
-

APPENDIX XIV

DOCUMENT RETENTION

Seller may retain:

Invoices

Delivery Receipts

Emails

Purchase Orders

Survey Reports

Fuel Samples

Laboratory Reports

for the applicable statutory limitation period or longer where required for legal or regulatory purposes.

APPENDIX XV

VERSION CONTROL



Version	Date	Description
1.0	January 2026	Initial Release
1.1	Future	Minor Revision
2.0	Future	Major Revision