



TEMAR DENİZCİLİK A.Ş.

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF MARINE LUBRICANTS

Version: 1.0

Effective Date: July 2026

1. DEFINITIONS

Unless otherwise expressly agreed in writing, the following definitions shall apply throughout these General Terms and Conditions.

"Seller" means TEMAR DENİZCİLİK A.Ş., its successors and permitted assigns.

"Buyer" means the person, company, shipowner, operator, manager, charterer, trading company or any legal entity placing an order with the Seller.

"Products" means marine lubricants, greases, specialty fluids, hydraulic oils, gear oils, compressor oils, engine oils, cylinder oils, turbine oils, refrigeration oils, and any other lubricating products supplied by the Seller.

"Manufacturer" means the original producer of the Products.

"Delivery Point" means the vessel, terminal, warehouse, shipyard, anchorage, offshore location or any place designated by the Buyer.

"Order Confirmation" means the written confirmation issued by the Seller accepting the Buyer's order.

"Working Day" means any day other than weekends or official public holidays in Türkiye.

2. SCOPE

These General Terms and Conditions govern every quotation, order, sale and delivery of marine lubricants supplied by TEMAR DENİZCİLİK A.Ş.

Any conflicting purchasing conditions issued by the Buyer shall not apply unless expressly accepted in writing by the Seller.

No variation of these Terms shall be binding unless signed by an authorized representative of the Seller.

3. QUOTATIONS

All quotations remain valid only for the period stated in the quotation.

Unless otherwise specified, quotations are indicative only and do not constitute a legally binding offer.

Prices may change without prior notice due to:

- Manufacturer price revisions
- Exchange rate fluctuations
- Freight increases
- Customs duties
- Port costs
- Emergency logistics
- Government taxes
- Force Majeure events

The Seller reserves the right to withdraw any quotation prior to Order Confirmation.

4. ORDERS

Orders shall become binding only after written confirmation issued by the Seller.

The Buyer shall provide, at minimum:

- Vessel Name
- IMO Number (if applicable)
- Delivery Port
- Delivery Location
- ETA
- ETB

- Product Grade
- Quantity
- Packaging Type
- Delivery Contact
- Billing Details

The Seller reserves the right to reject incomplete or technically unsuitable orders.

5. PRODUCT SPECIFICATIONS

All Products supplied shall conform to the specifications issued by the respective Manufacturer.

Technical Data Sheets (TDS) and Safety Data Sheets (SDS) shall be considered part of the product documentation.

Unless otherwise agreed, no additional warranty regarding suitability for any particular machinery shall be implied.

The Buyer remains solely responsible for selecting products suitable for the intended machinery and equipment.

6. OEM APPROVALS

Where Products carry Original Equipment Manufacturer (OEM) approvals, such approvals shall only apply to the specific product grades listed by the Manufacturer.

The Seller shall not be responsible for any incorrect product selection made by the Buyer.

The Buyer shall independently verify compatibility with:

- MAN Energy Solutions
- Wärtsilä
- Caterpillar
- Cummins
- Yanmar
- MTU
- MAK
- Bergen
- Daihatsu
- Other engine manufacturers

prior to use.

7. PACKAGING

Products may be supplied in:

- 20 L Pails
- 205 L Drums
- IBC Containers
- Bulk Deliveries
- Other packaging agreed by the parties.

Packaging remains the property of the Manufacturer where specifically indicated.

The Buyer shall inspect all packaging immediately upon delivery.

Any leakage, visible damage or shortage shall be noted on the Delivery Receipt before acceptance.

8. DELIVERY

Delivery dates are estimates only.

The Seller shall make commercially reasonable efforts to deliver within the agreed schedule.

Delivery delays caused by:

- Port congestion
- Vessel delays
- Customs clearance
- Weather conditions
- Government restrictions

- Shipyard delays
- Force Majeure

shall not constitute breach of contract.

Partial deliveries shall be permitted unless otherwise agreed.

9. TRANSFER OF RISK

Risk passes to the Buyer immediately upon completion of delivery at the agreed Delivery Point. Title to the Products shall remain with the Seller until full payment has been received.

10. INSPECTION

The Buyer shall inspect the Products immediately after delivery.

Any complaint relating to:

- Quantity
- Packaging
- Visible contamination
- Damage

must be submitted in writing within forty-eight (48) hours following delivery.

Failure to notify within this period shall constitute unconditional acceptance of the Products.

11. STORAGE

Following delivery, the Buyer shall ensure Products are stored:

- indoors where appropriate,
- protected from direct sunlight,
- protected from moisture,
- protected from contamination,
- within the Manufacturer's recommended temperature limits.

The Seller shall bear no liability for deterioration resulting from improper storage conditions.

12. SHELF LIFE

Shelf life shall be determined solely by the Manufacturer.

The Seller provides no guarantee regarding shelf life after delivery where storage conditions are outside Manufacturer recommendations.

Expired or deteriorated Products resulting from improper storage shall not be eligible for replacement or refund.

13. WARRANTY

13.1 The Seller warrants that the Products supplied shall, at the time of delivery, conform to the applicable specifications published by the Manufacturer.

13.2 The Seller does not manufacture the Products and therefore passes on only those warranties expressly provided by the Manufacturer, to the extent legally permissible.

13.3 Except as expressly stated herein, all other warranties, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose or non-infringement, are excluded to the fullest extent permitted by applicable law.

13.4 Product performance may be affected by contamination, mixing with incompatible lubricants, improper storage, unsuitable operating conditions or incorrect application. The Seller shall not be liable for any loss or damage arising from such circumstances.

13.5 The Buyer is solely responsible for ensuring that the selected Product is suitable for the intended machinery, equipment and operating conditions.

14. PRODUCT COMPATIBILITY

14.1 Before changing from one lubricant brand or product grade to another, the Buyer shall verify compatibility with the equipment manufacturer and the Product Manufacturer.

14.2 Where flushing, cleaning or additional maintenance procedures are recommended by the

Manufacturer, such procedures shall be carried out solely at the Buyer's expense.

14.3 The Seller accepts no responsibility for damage arising from mixing incompatible lubricants.

15. PRODUCT RETURNS

15.1 Products may not be returned without the Seller's prior written authorization.

15.2 Returns may only be accepted where:

- the Products remain in their original unopened packaging;
- security seals remain intact;
- the Products have been properly stored;
- the Products remain within the Manufacturer's recommended shelf life;
- the Products are suitable for resale.

15.3 Products specially ordered, imported upon request, customized or manufactured specifically for the Buyer shall not be returnable.

15.4 Transportation costs associated with approved returns shall be borne by the Buyer unless otherwise agreed in writing.

15.5 Returned Products may be subject to inspection and a reasonable restocking charge.

16. CLAIMS PROCEDURE

16.1 All claims shall be submitted in writing.

16.2 Claims shall include:

- Invoice Number;
- Delivery Note;
- Product Identification;
- Batch Number (where applicable);
- Quantity;
- Detailed description of the alleged defect;
- Supporting photographs;
- Laboratory reports if available.

16.3 The Seller reserves the right to inspect the Products before accepting any claim.

16.4 No Product shall be disposed of or altered before inspection unless immediate disposal is required for safety reasons.

16.5 Failure to comply with this procedure may result in rejection of the claim.

17. QUALITY INVESTIGATION

17.1 Where a quality dispute arises, the Seller may request independent laboratory analysis.

17.2 Testing shall be performed by an internationally recognized laboratory mutually acceptable to both parties.

17.3 Unless otherwise determined by the investigation, the costs of testing shall initially be borne by the Buyer.

17.4 Laboratory findings shall be considered strong evidence regarding Product conformity.

18. LIMITATION OF LIABILITY

18.1 To the fullest extent permitted by law, the Seller's total liability arising out of any supply shall not exceed the invoice value of the Products giving rise to the claim.

18.2 Under no circumstances shall the Seller be liable for:

- loss of profit;
- loss of charter hire;
- off-hire;
- demurrage;
- detention;
- delay;
- loss of use;
- business interruption;

- consequential damages;
- indirect damages;
- special damages;
- punitive damages.

18.3 The Buyer acknowledges that these limitations are commercially reasonable and form an essential basis of the contract.

19. BUYER'S RESPONSIBILITIES

The Buyer shall:

- ensure safe access to the delivery location;
- provide accurate delivery information;
- arrange competent personnel for receipt of the Products;
- verify quantities upon delivery;
- inspect packaging immediately;
- comply with all applicable safety procedures;
- follow Manufacturer handling instructions.

Failure to comply with these obligations may release the Seller from any resulting liability.

20. HEALTH, SAFETY AND ENVIRONMENT

20.1 The Buyer shall comply with all applicable occupational health, safety and environmental legislation.

20.2 The Buyer shall ensure that all personnel handling the Products are adequately trained.

20.3 Safety Data Sheets (SDS) shall be made available to all relevant personnel.

20.4 Used lubricants shall be collected, stored and disposed of in accordance with all applicable environmental regulations.

20.5 The Seller accepts no responsibility for waste oil disposal following delivery.

21. FORCE MAJEURE

Neither party shall be liable for failure or delay in performance resulting from events beyond its reasonable control, including but not limited to:

- war;
- armed conflict;
- terrorism;
- piracy;
- sanctions;
- strikes;
- lockouts;
- epidemics;
- pandemics;
- natural disasters;
- flooding;
- earthquakes;
- fires;
- governmental restrictions;
- export or import prohibitions;
- port closures;
- vessel delays;
- severe weather conditions;
- shortages of raw materials;
- Manufacturer production interruptions;
- transportation failures.

Performance shall be suspended for the duration of the Force Majeure event.

Where such event continues for more than ninety (90) consecutive days, either party may terminate the affected order without further liability.

22. SANCTIONS COMPLIANCE

22.1 The Buyer represents and warrants that neither it, nor its owners, directors, officers, affiliates or the receiving vessel are subject to applicable international sanctions.

22.2 The Seller may refuse or suspend performance where compliance with sanctions laws may reasonably be affected.

22.3 The Buyer shall indemnify the Seller against any losses arising from inaccurate sanctions declarations.

23. ANTI-BRIBERY AND ANTI-CORRUPTION

Both parties undertake to comply with all applicable anti-bribery and anti-corruption legislation. Neither party shall offer, promise, request or accept any improper payment, gift or advantage in connection with the performance of this Agreement.

Any material breach of this clause shall entitle the innocent party to terminate the Agreement with immediate effect.

24. EXPORT CONTROL

The Buyer shall comply with all applicable export control laws and regulations relating to the Products. The Buyer shall not export, re-export or transfer the Products in violation of any applicable restrictions.

25. CONFIDENTIALITY

All commercial information exchanged between the parties, including prices, quotations, technical documentation and commercial arrangements, shall remain confidential.

Neither party shall disclose such information to any third party without prior written consent except where required by law or by a competent authority.

This obligation shall survive termination of the Agreement for a period of five (5) years.

26. PRICES

26.1 Unless otherwise agreed in writing, all prices are quoted in the currency specified in the Seller's quotation.

26.2 Prices are exclusive of Value Added Tax (VAT), customs duties, import taxes, port charges, environmental fees and any other governmental charges unless expressly stated otherwise.

26.3 Quotations are based upon the commercial conditions existing at the date of issue. The Seller reserves the right to adjust prices prior to Order Confirmation where costs increase due to circumstances beyond the Seller's reasonable control.

26.4 Any additional services requested by the Buyer, including but not limited to urgent deliveries, after-hours deliveries, waiting time, redelivery, special handling or additional transportation, may be charged separately.

27. PAYMENT TERMS

27.1 Payment shall be made strictly in accordance with the terms stated on the Seller's invoice.

27.2 Unless otherwise agreed in writing, payment shall be made without deduction, withholding, counterclaim or set-off.

27.3 Time of payment shall be of the essence.

27.4 Where payment is overdue, the Seller reserves the right to charge default interest at the maximum rate permitted under applicable law, together with all reasonable costs incurred in recovering the outstanding amount, including legal fees.

27.5 The Seller may suspend further deliveries while any outstanding invoices remain unpaid.

27.6 Repeated late payment shall entitle the Seller to require advance payment or suitable financial security before accepting further orders.

28. TAXES AND DUTIES

The Buyer shall be responsible for all taxes, customs duties, import charges, levies, governmental fees and similar charges arising in connection with the supply of the Products, unless otherwise expressly agreed in writing.

29. DEFAULT

The Seller may immediately suspend performance or cancel any outstanding order where:

- the Buyer fails to make payment when due;
- the Buyer becomes insolvent or enters liquidation;
- bankruptcy or restructuring proceedings are commenced;
- the Buyer materially breaches these Terms;
- performance would expose the Seller to legal or sanctions risks.

Such suspension shall not prejudice any other rights or remedies available to the Seller.

30. TERMINATION

Either party may terminate the Agreement by written notice where the other party commits a material breach and fails to remedy such breach within fourteen (14) days after receiving written notice. Termination shall not affect any accrued rights, obligations or liabilities existing prior to the effective date of termination.

31. INTELLECTUAL PROPERTY

All trademarks, trade names, product names, technical documentation, catalogues, specifications, manuals and other intellectual property rights remain the exclusive property of their respective owners. Nothing contained within these Terms shall be interpreted as granting the Buyer any license or right to use such intellectual property except as necessary for the ordinary use of the Products.

32. DATA PROTECTION

Each party shall comply with all applicable data protection and privacy legislation in relation to personal data processed under these Terms.

Personal information shall only be used for legitimate business purposes connected with the performance of the Agreement.

33. NOTICES

Any notice required under these Terms shall be made in writing and delivered by:

- registered mail;
- internationally recognized courier;
- electronic mail;
- or any other written communication agreed between the parties.

A notice shall be deemed received on the date of confirmed delivery.

34. ASSIGNMENT

The Buyer shall not assign or transfer any rights or obligations arising under these Terms without the Seller's prior written consent.

The Seller may assign its rights or obligations to an affiliated company or successor in connection with a corporate restructuring, merger or sale of business.

35. SEVERABILITY

If any provision of these Terms is held by a competent court or arbitral tribunal to be invalid or unenforceable, such provision shall be deemed severed without affecting the validity and enforceability of the remaining provisions.

36. WAIVER

Failure or delay by either party to enforce any right under these Terms shall not constitute a waiver of that right.

Any waiver shall be effective only if made in writing and signed by an authorized representative of the waiving party.

37. GOVERNING LAW

These General Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Türkiye, excluding its conflict of law rules.

38. DISPUTE RESOLUTION

The parties shall first attempt in good faith to resolve any dispute through amicable negotiations. If no settlement is reached within thirty (30) days, the dispute shall be finally resolved by arbitration. Unless otherwise agreed in writing:

- the seat of arbitration shall be Istanbul, Türkiye;
- the arbitration shall be conducted in the English language;
- the proceedings shall be administered by the Istanbul Arbitration Centre (ISTAC);
- the arbitral award shall be final and binding upon both parties.

Nothing in this clause shall prevent either party from applying to any competent court for interim or conservatory measures.

39. ENTIRE AGREEMENT

These General Terms and Conditions, together with the Seller's quotation, Order Confirmation, invoice and any written amendments signed by both parties, constitute the entire agreement between the parties.

They supersede all prior discussions, negotiations, representations and agreements relating to the supply of the Products.

40. ACCEPTANCE

Placement of an order, acceptance of delivery or payment for the Products shall constitute the Buyer's unconditional acceptance of these General Terms and Conditions.

ANNEX A

DELIVERY ACCEPTANCE RECORD

The delivery representative of the Buyer shall verify and acknowledge:

- Vessel Name
- IMO Number
- Port
- Delivery Location
- Product Description
- Product Grade
- Batch Number
- Package Type
- Quantity Delivered
- Date and Time of Delivery
- Seal Condition
- Packaging Condition
- Visible Damage (if any)
- Buyer's Representative Name
- Signature
- Seller's Representative Name
- Signature

ANNEX B PRODUCT CLAIM FORM

Required Information:

- Invoice Number
- Delivery Note Number
- Product Name
- Product Grade
- Batch Number
- Quantity
- Date of Delivery
- Nature of Complaint
- Photographs
- Laboratory Analysis (if applicable)
- Corrective Action Requested

ANNEX C RETURNED GOODS AUTHORIZATION (RGA)

No Product shall be returned without an RGA number issued by the Seller.

Returned Products shall be:

- unopened;
- properly stored;
- within shelf life;
- free from contamination;
- in original packaging.

The Seller reserves the right to inspect all returned Products before issuing any credit or replacement.

FINAL PROVISION

These General Terms and Conditions shall become effective on the date determined by TEMAR DENİZCİLİK A.Ş. and shall apply to all quotations, orders and deliveries unless otherwise agreed in writing.

SPECIAL COMMERCIAL CLAUSES FOR THE SUPPLY OF MARINE LUBRICANTS

41. MANUFACTURER AVAILABILITY

41.1 The Seller reserves the right to supply Products manufactured by different approved manufacturers, provided that such Products meet the technical grade and performance specifications agreed with the Buyer.

41.2 Where the Buyer specifically requests a particular manufacturer or brand, the Seller shall use reasonable commercial efforts to supply the requested Product but shall not be liable where such Product becomes unavailable due to production constraints, allocation policies or supply chain disruptions.

41.3 The Seller may propose an equivalent alternative Product subject to the Buyer's approval.

42. PRODUCT SUBSTITUTION

42.1 Where the originally ordered Product cannot reasonably be supplied, the Seller may offer an equivalent Product possessing substantially similar technical characteristics and OEM approvals.

42.2 No substitution shall be made without the Buyer's prior agreement unless immediate substitution is required to protect the Buyer's vessel from operational delay and the Buyer cannot reasonably be contacted.

43. DELIVERY ACCESS

43.1 The Buyer shall ensure that safe and unrestricted access is available for delivery vehicles, barges or authorized personnel.

43.2 Where delivery cannot be completed due to circumstances attributable to the Buyer, including but not limited to:

- restricted terminal access;
- refusal by port authorities;
- shipyard access limitations;
- vessel relocation;
- incorrect ETA information;
- security restrictions;
- customs delays caused by the Buyer;

the Seller shall be entitled to recover all additional costs incurred.

44. WAITING TIME

44.1 Unless otherwise agreed, one (1) hour of waiting time is included following the arrival of the delivery vehicle or barge.

44.2 Additional waiting time may be charged at the Seller's prevailing operational rates.

45. PARTIAL DELIVERIES

The Seller may complete an order through one or more partial deliveries where operationally necessary.

Each partial delivery shall constitute a separate completed delivery for invoicing purposes.

46. SHORTAGE OF RAW MATERIALS

The Seller shall not be responsible for failure to supply Products resulting from shortages of base oils, additives, packaging materials or Manufacturer production capacity.

The Seller shall use reasonable commercial efforts to identify suitable alternatives whenever practicable.

46A. ORDER CANCELLATION AND AMENDMENTS

46A.1 Once the Seller has issued an Order Confirmation, the Buyer shall not be entitled to cancel, postpone or amend the Order without the Seller's prior written consent.

46A.2 Any request for cancellation, postponement or amendment shall be submitted in writing and shall only become effective upon the Seller's written acceptance.

46A.3 Where the Seller agrees to a cancellation or amendment, the Buyer shall reimburse the Seller for all reasonable costs, expenses and losses incurred as a result of such cancellation or amendment, including but not limited to Manufacturer or supplier cancellation charges; procurement costs; transportation and freight costs; barge or truck mobilisation costs; storage and warehousing costs; customs duties, taxes and port charges; handling and administrative expenses; costs relating to Products specifically purchased, imported or allocated for the Buyer; and any other direct costs reasonably incurred by the Seller.

46A.4 In addition to reimbursing the Seller for all actual costs and expenses incurred, the Buyer shall pay the Seller a cancellation fee equal to ten percent (50%) of the total Order value. The parties acknowledge that such fee represents a genuine pre-estimate of the Seller's administrative, operational and commercial losses.

46A.5 Where delivery vehicles, barges or logistics providers have already been dispatched or mobilised, the Buyer shall additionally be responsible for all mobilisation, waiting time, aborted delivery, return transportation and demobilisation costs.

46A.6 Products specially manufactured, imported, allocated or customised for the Buyer shall not be cancellable except with the Seller's express written consent. Where such consent is granted, the Buyer shall remain liable for all costs and losses incurred by the Seller.

46A.7 Any cancellation shall not affect the Buyer's obligation to pay invoices already issued or amounts accrued before cancellation.

46A.8 The rights under this Clause are without prejudice to any other rights or remedies available to the Seller under these Terms or applicable law.

47. EMERGENCY ORDERS

Orders requested outside normal business hours, on weekends, public holidays or requiring urgent mobilization may be subject to emergency service charges.

Such charges shall be communicated where reasonably practicable before delivery.

48. TECHNICAL ASSISTANCE

Any technical advice, recommendation or guidance provided by the Seller shall be given in good faith based upon information available at the time.

Such advice shall not constitute a guarantee of performance.

The Buyer remains solely responsible for the operation, maintenance and lubrication of its machinery.

49. PRODUCT SAMPLING

Where requested, sealed Product samples may be retained.

Unless otherwise agreed:

- one sample shall remain with the Buyer;
- one sample shall remain with the Seller.

Samples shall be retained for a reasonable period for investigation purposes.

50. CONTAMINATION

The Seller shall not be responsible for contamination occurring after completion of delivery.

This includes contamination resulting from:

- dirty storage tanks;
- contaminated transfer hoses belonging to the Buyer;
- unsuitable storage containers;
- water ingress;
- mixing with incompatible lubricants;
- poor onboard handling practices.

51. PACKAGING DISPOSAL

Unless expressly agreed otherwise, disposal of empty drums, pails, IBC containers and other packaging shall be the Buyer's responsibility.

The Buyer shall dispose of packaging in accordance with applicable environmental legislation.

52. EMPTY DRUM RETURNS

Where the Seller operates a returnable drum program, empty drums shall:

- remain undamaged;
- not be contaminated;
- be returned within the agreed period.

Failure to return returnable packaging may result in replacement charges.

53. EXPORT RESTRICTIONS

The Buyer confirms that the Products shall not be exported, diverted or re-sold in violation of applicable export control legislation or international trade restrictions.

54. RECORD RETENTION

The Buyer shall retain all delivery documentation, invoices, technical documentation and quality records relating to the Products for a minimum period of three (3) years. Such documentation shall be made available upon reasonable request where necessary to investigate any claim.

55. AUDIT RIGHTS

Where required to investigate a quality complaint, the Seller may request reasonable access to relevant maintenance records, storage records and lubrication history concerning the supplied Products.

Such access shall be limited solely to matters directly relevant to the claim.

56. SURVIVAL

The provisions relating to:

- payment;
- confidentiality;
- limitation of liability;
- governing law;
- dispute resolution;
- sanctions compliance;
- intellectual property;
- claims;
- indemnities;

shall survive termination or completion of any contract between the parties.

57. LANGUAGE

These General Terms and Conditions have been prepared in the English language.

Where translations exist, the English version shall prevail in the event of any inconsistency unless otherwise required by mandatory applicable law.

ANNEX D – QUALITY ASSURANCE AND OPERATIONAL PROCEDURES

58. QUALITY MANAGEMENT

58.1 The Seller shall maintain commercially reasonable quality management procedures to ensure that Products supplied conform to the applicable Manufacturer's specifications at the time of delivery.

58.2 Product traceability records, including product identification, batch numbers (where available), delivery documentation and invoices, shall be maintained in accordance with the Seller's internal quality procedures.

58.3 The Seller reserves the right to update its quality management procedures from time to time without prior notice, provided such changes do not materially reduce the Buyer's contractual rights.

59. PRODUCT TRACEABILITY

59.1 The Seller shall use reasonable efforts to maintain traceability of Products throughout the supply chain.

59.2 The Buyer shall retain batch numbers, delivery notes and invoices for future reference.

59.3 Traceability records may be requested during any quality investigation.

60. PRODUCT RECALL

60.1 If the Manufacturer issues a Product Recall, Safety Notice or Technical Bulletin affecting Products supplied by the Seller, the Seller shall notify the Buyer as soon as reasonably practicable.

60.2 Upon receipt of such notification, the Buyer shall:

- immediately suspend use of the affected Product where instructed;
- isolate remaining stock;

- cooperate fully with the Seller and Manufacturer;
- provide inventory information upon request.

60.3 The Seller's obligations shall be limited to implementing the Manufacturer's official recall procedure.

61. SAFETY DATA SHEETS

61.1 Current Safety Data Sheets (SDS) shall be made available upon request or where required by applicable legislation.

61.2 The Buyer shall ensure that all personnel handling the Products have access to the relevant SDS before use.

62. TECHNICAL DATA SHEETS

62.1 Technical Data Sheets (TDS) published by the Manufacturer represent the official technical reference for each Product.

62.2 Product characteristics may be updated by the Manufacturer without prior notice.

62.3 The Buyer shall ensure that only the latest applicable TDS is used when selecting or applying Products.

63. PRODUCT STORAGE INSPECTIONS

Where requested by the Buyer, the Seller may provide general recommendations regarding storage conditions.

Such recommendations are advisory only and do not constitute supervision or certification of the Buyer's storage facilities.

64. MIXING OF LUBRICANTS

Products supplied by the Seller shall not be mixed with other lubricants unless compatibility has been confirmed by the relevant Manufacturer.

The Seller shall bear no responsibility for damage resulting from unauthorized mixing.

65. TRANSFER EQUIPMENT

The Buyer shall ensure that all pumps, hoses, tanks and transfer equipment used after delivery are clean, suitable and maintained in good operating condition.

The Seller shall not be liable for contamination caused by the Buyer's equipment.

66. VESSEL ACCESS

The Buyer shall provide all permits, security clearances and boarding authorizations necessary to enable safe delivery.

Delays resulting from failure to provide access shall be at the Buyer's risk and expense.

67. PORT REGULATIONS

Deliveries shall always remain subject to:

- Port Authority regulations;
- Harbour Master instructions;
- Customs requirements;
- Terminal procedures;
- Shipyard rules;
- ISPS Code requirements;
- applicable national legislation.

Where delivery cannot proceed due to such restrictions, the Seller shall not be deemed in breach of contract.

68. WEATHER CONDITIONS

Deliveries may be delayed, suspended or cancelled where weather conditions create an unacceptable

safety risk.
The Seller's decision regarding operational safety shall be final.

69. OCCUPATIONAL SAFETY

Both parties shall ensure that personnel involved in delivery operations wear appropriate personal protective equipment (PPE), including where required:

- safety helmets;
 - protective gloves;
 - safety footwear;
 - eye protection;
 - high-visibility clothing.
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70. INCIDENT REPORTING

Any accident, spill, leakage, injury or safety incident occurring during delivery shall be reported immediately to the other party.

The parties shall cooperate in investigating the incident and implementing reasonable corrective actions.

71. ENVIRONMENTAL INCIDENTS

Each party shall promptly notify the other of any environmental incident connected with the Products. Responsibility for remediation shall be determined according to applicable law and the circumstances giving rise to the incident.

72. INSURANCE

The Seller shall maintain commercially reasonable insurance coverage appropriate to its business operations.

Upon reasonable request, evidence of such insurance may be provided, subject to confidentiality obligations.

The Buyer shall maintain adequate insurance for its own operations, storage facilities and equipment.

73. INDEMNITY

The Buyer shall indemnify and hold harmless the Seller, its directors, employees and agents against any losses, claims, damages, penalties or expenses arising from:

- improper handling of the Products after delivery;
- misuse of the Products;
- failure to follow the Manufacturer's recommendations;
- breach of these Terms by the Buyer;
- violation of applicable laws or regulations by the Buyer.

This indemnity shall not apply to losses resulting solely from the Seller's proven gross negligence or wilful misconduct.

74. ETHICAL BUSINESS PRACTICES

The parties agree to conduct all business activities honestly, fairly and in accordance with internationally accepted standards of ethical business conduct.

Neither party shall knowingly engage in fraudulent, deceptive or unlawful commercial practices in connection with the supply of the Products.

ANNEX F

COMMERCIAL, CREDIT AND COMPLIANCE PROVISIONS

89. CREDIT FACILITIES

89.1 Any credit facility granted by the Seller is provided solely at the Seller's discretion.
89.2 The Seller reserves the right to review, reduce, suspend or withdraw any credit facility at any time without prior notice where the Seller reasonably believes that the Buyer's financial condition has materially changed.
89.3 The granting of a credit facility shall not create any continuing obligation on the Seller to provide future credit.

90. FINANCIAL INFORMATION

90.1 Upon reasonable request, the Buyer shall provide financial information necessary for the Seller to assess creditworthiness.
90.2 Such information may include audited financial statements, trade references, banking references or other commercially reasonable documentation.
90.3 All financial information shall be treated as confidential in accordance with these Terms.

91. CREDIT HOLD

The Seller may place the Buyer's account on credit hold where:

- payment becomes overdue;
- agreed credit limits are exceeded;
- adverse financial information becomes available;
- insolvency is reasonably suspected.

During any credit hold, the Seller may suspend quotations, order confirmations and deliveries until satisfactory arrangements have been made.

92. SECURITY FOR PAYMENT

Where requested by the Seller, the Buyer shall provide appropriate financial security, including but not limited to:

- advance payment;
- bank guarantee;
- standby letter of credit;
- corporate guarantee;
- parent company guarantee.

Failure to provide such security may result in cancellation of outstanding orders.

93. ELECTRONIC COMMUNICATIONS

The parties agree that quotations, purchase orders, order confirmations, invoices, notices and other commercial communications transmitted electronically shall have the same legal effect as paper documents, to the extent permitted by applicable law.

94. ELECTRONIC SIGNATURES

Where legally permissible, electronic signatures shall be deemed equivalent to handwritten signatures. Each party accepts responsibility for maintaining the security of its electronic signature systems.

95. RECORDS

The Seller's operational records, delivery records, weighing documents, dispatch records and electronic systems shall constitute prima facie evidence of the performance of its contractual obligations unless proven otherwise by clear and convincing evidence.

96. CURRENCY

Unless otherwise agreed, invoices shall be payable in the currency stated on the Seller's invoice. Exchange rate fluctuations occurring after invoice issuance shall not affect the invoiced amount unless

expressly agreed in writing.

97. BANKING DETAILS

Payments shall only be made to bank accounts officially designated by the Seller.

The Buyer shall verify any notification of bank account changes through an independent communication channel before making payment.

The Seller shall not be liable for losses arising from fraudulent payment instructions sent by unauthorized third parties where the Buyer failed to exercise reasonable verification.

98. FRAUD PREVENTION

Both parties shall implement commercially reasonable procedures to prevent fraud, cybercrime, identity theft and unauthorized payment instructions.

Where suspicious communications are received, performance may be suspended pending verification.

99. CYBER SECURITY

Each party shall maintain reasonable cyber security measures appropriate to its business operations. Neither party shall knowingly introduce malicious software, ransomware, viruses or other harmful code into the other's systems.

Where a cyber incident materially affects contractual performance, the affected party shall notify the other party without undue delay.

100. TRADE COMPLIANCE

The Buyer shall comply with all applicable international trade laws, including regulations relating to:

- exports;
- imports;
- customs;
- sanctions;
- anti-money laundering;
- counter-terrorism financing.

The Buyer shall immediately notify the Seller of any circumstance that may affect such compliance.

101. ANTI-MONEY LAUNDERING

The Buyer represents that funds used for payment originate from legitimate sources.

The Seller may request documentation necessary to satisfy applicable anti-money laundering legislation.

Where suspicious transactions are identified, the Seller may suspend performance pending completion of appropriate compliance procedures.

102. KNOW YOUR CUSTOMER (KYC)

The Buyer shall provide such identification documents and corporate information as may reasonably be required for compliance with applicable Know Your Customer (KYC) obligations.

Failure to provide requested documentation may result in suspension or refusal of supply.

103. CONFLICT OF INTEREST

The Buyer shall disclose any actual or potential conflict of interest that may affect the commercial relationship.

Failure to disclose a material conflict may constitute a material breach of these Terms.

104. GIFTS AND HOSPITALITY

Neither party shall offer or accept gifts, entertainment or hospitality that could reasonably be perceived as influencing commercial decisions.

Normal business hospitality of modest value shall not be prohibited where consistent with applicable law and corporate policies.

105. HUMAN RIGHTS

The parties support internationally recognized human rights principles and shall not knowingly engage in activities involving forced labour, child labour or human trafficking.

106. MODERN SLAVERY

The Buyer confirms that it has implemented reasonable procedures designed to prevent modern slavery and forced labour within its business operations and supply chain, where required by applicable law.

107. BUSINESS ETHICS

The parties shall conduct all business activities with honesty, integrity and professionalism. Any fraudulent, misleading or unlawful conduct shall constitute a material breach of these Terms.

108. CONTINUOUS IMPROVEMENT

The Seller reserves the right to improve operational procedures, documentation and quality management systems provided that such improvements do not materially reduce the Buyer's contractual rights.

Updated versions of these General Terms and Conditions may be published from time to time and shall apply to future transactions from their stated effective date.

ANNEX G**PRODUCT LIABILITY, TECHNICAL SUPPORT AND OEM PROVISIONS****109. PRODUCT PERFORMANCE**

109.1 The Seller warrants only that the Products supplied conform to the Manufacturer's published specifications at the time of delivery.

109.2 The Seller does not warrant that the Products will achieve any specific operational result, fuel economy, maintenance interval or machinery performance unless expressly agreed in writing.

109.3 Operational performance may vary depending upon machinery condition, maintenance practices, operating environment and numerous factors beyond the Seller's control.

110. TECHNICAL RECOMMENDATIONS

110.1 Any recommendation provided by the Seller regarding lubricant selection, drain intervals, storage or handling is provided solely as general technical guidance.

110.2 Final responsibility for lubricant selection remains exclusively with the Buyer and the vessel's technical management.

110.3 The Buyer shall consult the applicable OEM manuals before introducing any Product into machinery.

111. OEM WARRANTIES

111.1 Nothing contained in these Terms shall modify or extend any warranty provided by an engine or equipment manufacturer.

111.2 The Seller shall not be responsible for any loss of an OEM warranty resulting from the Buyer's selection or use of a Product.

111.3 Where the Manufacturer withdraws or modifies an OEM approval, the Seller shall not be liable for any resulting operational consequences, provided the Product complied with the published approval status at the time of delivery.

112. MACHINERY DAMAGE CLAIMS

112.1 Any allegation that a Product caused machinery damage shall be supported by independent technical evidence.

112.2 The Buyer shall preserve all relevant evidence, including:

- oil samples;
- used filters;
- maintenance records;
- laboratory analyses;
- engine logbooks;
- alarm history;
- service reports.

112.3 Failure to preserve evidence may prejudice the Buyer's claim.

113. INVESTIGATION OF CLAIMS

113.1 The Seller may appoint independent surveyors, laboratory specialists or technical experts to investigate any Product-related claim.

113.2 The Buyer shall provide reasonable access to the vessel, machinery and relevant documentation.

113.3 Neither dismantling nor repair of the affected machinery should commence until the Seller has had a reasonable opportunity to inspect, unless immediate repair is necessary for safety or to prevent further damage.

114. OIL ANALYSIS

114.1 Where oil analysis forms part of any claim, samples shall be taken using recognised industry procedures to minimise contamination.

114.2 The parties may agree upon an independent laboratory accredited to internationally recognised standards.

114.3 Analytical results shall be evaluated together with maintenance history, operating conditions and Manufacturer recommendations before conclusions are drawn.

115. CONDITION MONITORING

The Seller may recommend periodic oil analysis or condition monitoring services; however, responsibility for implementing such programmes rests solely with the Buyer.

The Seller shall not be liable for losses arising from the Buyer's decision not to implement any recommended monitoring programme.

116. STORAGE TANK CLEANLINESS

The Buyer shall ensure that onboard storage tanks, day tanks, transfer systems and dispensing equipment are clean and suitable for the Products supplied.

The Seller shall not be responsible for contamination originating from the Buyer's storage or transfer systems.

117. CROSS-CONTAMINATION

Products shall not be mixed with incompatible lubricants, chemicals or other substances without confirmation from the relevant Manufacturer.

The Seller shall have no liability for deterioration or damage resulting from unauthorised mixing or contamination after delivery.

118. USED OIL MANAGEMENT

Responsibility for collecting, storing, transporting and disposing of used lubricants shall pass to the Buyer immediately following use of the Products.

The Buyer shall comply with all applicable environmental legislation relating to waste oils and hazardous materials.

119. LIMITATION OF PRODUCT LIABILITY

To the maximum extent permitted by applicable law, the Seller shall not be liable for:



- engine overhaul costs;
- replacement machinery;
- dry-docking expenses;
- towing expenses;
- substitute vessel costs;
- loss of freight;
- loss of hire;
- charterparty claims;
- contractual penalties;
- loss of reputation;
- indirect or consequential damages.

Where liability is established, the Seller's aggregate liability shall in no event exceed the purchase price of the affected Product.

120. PRODUCT LIABILITY INSURANCE

The Seller may maintain product liability insurance appropriate to the nature of its business. The existence of such insurance shall not increase or modify the Seller's contractual liabilities under these Terms.

121. EXPERT DETERMINATION

Where the parties agree that a dispute concerns a purely technical issue, they may jointly appoint an independent expert to issue a non-binding technical opinion before commencing arbitration. The costs of such expert determination shall be shared equally unless otherwise agreed.

122. COOPERATION

Both parties undertake to cooperate in good faith during any technical investigation, exchanging relevant documentation and information in a timely manner. Such cooperation shall not constitute an admission of liability by either party.