

Effective 1 January 2025, the following terms of sale and supply shall constitute the General Terms and Conditions (**General Terms**) of the World Kinect Corporation group of companies (collectively, **World Fuel Services**), 9800 N.W. 41st Street, Suite 400, Miami, Florida 33178, which includes, but is not limited to, World Fuel Services, Inc.; World Fuel Services Europe, Ltd.; World Fuel Services (Singapore) Pte Ltd; World Fuel Services (Denmark) ApS; Trans-Tec International S.R.L.; World Fuel Services Trading DMCC; Gib Oil Limited; Henty Oil Limited; Norse Bunker AS; World Fuel Services Argentina S.R.L.; World Fuel Services Canada, ULC; World Fuel Services México, S. de R.L. de C.V. and such other entities as form part of or may be added to the World Kinect Corporation group of companies from time to time, and their respective trade names, subsidiaries, affiliates and branch offices. Unless otherwise agreed in writing, the General Terms shall apply to every sale of marine products including marine fuels, lubricants, Liquified Natural Gas (**LNG**) and other non-fuel products, and any provision of services (collectively, **Products**) entered into between any World Fuel Services entity as seller (**Seller**) and any buyer (**Buyer**) of such Products.

1. INCORPORATION AND MERGER

Each sale of Products shall be confirmed by e-mail or other writing from Seller to Buyer (**Confirmation**). The Confirmation shall incorporate the General Terms by reference so that the General Terms thereby supplement and are made part of the terms set forth in the Confirmation. The Confirmation and the General Terms shall together constitute the complete and exclusive agreement governing the current transaction and all future transactions (the **Transaction**). No other prior agreements or understandings, whether verbal or written, shall apply unless specifically referenced in the Confirmation. In the event of an inconsistency or conflict between the particular terms of the Confirmation and the General Terms, the Confirmation shall prevail for the purpose of that particular Transaction with the exception of clauses 9, 21 and 22 below, which can only be modified if agreed in writing and signed by both the Buyer and Seller.

2. PRICES

The price to be paid for Products sold in each Transaction shall be (i) as agreed between Buyer and Seller and set out in the Confirmation, and (ii) shall be valid only if the Receiving Vessel (as defined below) arrives and is in all respects ready to receive the entirety of the Products within the date or dates set out in the Confirmation (**Delivery Period**). Unless otherwise specified, the quoted price shall be ex-wharf and shall represent only the purchase price of the Products. If the price is quoted as "delivered," then the price shall include the purchase price of the Products and the cost of transportation. Buyer shall pay any additional expenses or costs such as barging, demurrage, wharfage, port dues, duties, taxes, import or export tariffs, fees and any other costs, including, without limitation, those imposed by governmental authorities. If the price of Products invoiced to Seller are specified in currencies other than US Dollars, those prices, together with any duty, tax, assessment, fee or charge (whether or not included in those prices) specified or incurred in a currency other than US Dollars, shall be converted into US Dollars as calculated by Seller in accordance with its usual business practice from time to time. In addition, should the Transactions between Seller and Buyer involve currency conversion for any other reason whatsoever; such conversion will likewise be calculated in accordance with World Fuel Services' usual business practices. Seller reserves the right, upon notification to Buyer, to adjust the price after the date of the Confirmation to reflect any unanticipated increase in costs to Seller incurred after issuance of the Confirmation. If Buyer does not accept such adjustment, the delivery of the affected quantity of the Products shall be cancelled without liability to either party.

3. QUALITY

Unless otherwise specified in the Confirmation, the Products shall be of the quality generally offered by Seller at the time and place of delivery, for the particular grade or grades ordered by Buyer. Should the Confirmation refer to a particular specification, the analysis of any test results shall make allowances for generally recognized industry standards of repeatability and reproducibility. All grades of Products may contain bio-derived components generally acceptable in the industry. Where Product specifications designate a maximum value, no minimum value is guaranteed unless expressly stated in the Confirmation. Conversely, where minimum values are provided in a specification, no maximum values are guaranteed unless expressly stated in the Confirmation. Where the Product is LNG and where a specification is not stated in the Confirmation or where an indicative only specification is stated in the Confirmation, the LNG supplied under each Transaction shall be supplied on an "as is" basis. Where biofuel content of the Product is indicated by Seller, Buyer acknowledges that the actual biofuel content of the delivered Product may vary and Seller's sole obligation is to provide a POS (Proof of Sustainability) or POC (Proof of Compliance) certificate or to certify compliance to the standards of ISCC or another recognised certification body, confirming the biofuel content of the delivered Product on a mass-balance basis. Buyer shall have the sole responsibility for the selection of suitable Products for use in the vessel being supplied (**Receiving Vessel**) or other receiving facility. The Product is, according to normal industry standards, the quality at delivery and prior to appropriate handling and treatment by Receiving Vessel before and during use. Any certificate of quality (**COQ**) provided shall only be indicative

of the typical quality of the Product and Seller in no way guarantees that the Product shall match the specifications stated in the COQ, other than the Product meeting the agreed-upon minimum and maximum quality specifications. **EXCEPT AS SPECIFICALLY PROVIDED WITHIN A TRANSACTION, THERE ARE NO GUARANTEES, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS OR SUITABILITY OF THE PRODUCT FOR ANY PARTICULAR PURPOSE OR OTHERWISE. ANY SUCH WARRANTIES IMPLIED BY APPLICABLE LAW, ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT POSSIBLE.**

4. QUANTITY

The quantity of Products sold in each Transaction shall be as agreed between Buyer and Seller in a Confirmation. Notwithstanding acceptance of Buyer's order, Seller's obligation to supply such quantities shall be subject to availability of Products from Seller's contemplated source of supply at the time and place delivery is requested. Actual quantity delivered may vary in accordance with an operational tolerance of +/- 5% in Seller's option. Where the Product is LNG, the quantity to be delivered shall be stated in the Confirmation and may be expressed by reference to volume, mass or calorific value.

5. TITLE AND RISK OF LOSS

Delivery of the Products shall be completed and title to and any and all risk of loss, damage, deterioration, depreciation, evaporation and shrinkage of the Products shall pass to Buyer from Seller:

- (a) in respect of deliveries of Products delivered in bulk, when the Products pass the flange connection at the end of the physical supplier delivery hose or pipe connected to the Receiving Vessel or Buyer's receiving facilities, including but not limited to a barge or tanker nominated by Buyer. Buyer shall be responsible for such flange connection, and pumping shall be performed under the direction and responsibility of Buyer;
- (b) where the Product is LNG and where applicable, title and risk in any LNG vapour returned from the Vessel during bunkering operations shall pass from the Buyer to the Seller where the LNG vapour passes the point at which the outlet flange on the vapour return line of the Receiving Vessel connects with the inlet flange on the vapour return line of the barge, tanker, shore tank or other delivery facility; and
- (c) in respect of deliveries of Products delivered in containers:
 - (i) when delivering to a quay or other point on land when the Products are landed from the delivery vehicle to the ground; or
 - (ii) when delivering by a barge arranged by Seller and using Seller's barge's lifting equipment, when the Products are landed on the deck of the Receiving Vessel; or
 - (iii) when delivering by barge or vehicle and using Buyer provided and operated lifting equipment, when the Products are lifted off the deck of the barge or off the vehicle; or
 - (iv) when delivering by barge and Buyer has contracted a third-party service provider or operator to provide pump ex-drum service, immediately prior to such pump ex-drum service.

6. MEASUREMENT, TESTING AND CLAIMS

- (a) The quantity of the Products delivered shall be conclusively determined from the official gauge or meter of the barge, truck, pipe or other means of conveyance effecting delivery for bulk deliveries or, for deliveries of Products in containers or other receptacles, as stated on the physical supplier's delivery receipt (**Supplier's Receipt**). However, in those ports where legal or operational requirements or industry practice dictate that quantities are measured by referencing either shore tank figures or barge loading figures, such measurements shall instead be conclusive. In cases of delivery ex-wharf for bulk deliveries, shore tank figures shall be conclusive. Quantities calculated from the Receiving Vessel's soundings shall not be considered. Quantity claims are waived by Buyer unless expressly noted in writing on the Bunker Delivery Receipt (**BDR**) and/or Supplier's Receipt at the time of delivery or, in ports where such notation on the BDR and/or Supplier's Receipt is not permitted, presented at the time of delivery to the physical supplier's personnel in a separate letter of protest. The quantities of lubricants delivered in bulk shall be measured by volume, and calculated at standard temperature at fifteen (15) degrees Celsius in accordance with ASTM IP Petroleum Measurement Tables or the methods of any other recognized standards authority at the discretion of Seller or its physical supplier.

- (b) With respect to the quality of the Products supplied, save where the Product is LNG, samples shall be drawn at the time of delivery by Seller's representatives (which may include the physical supplier) (each a **Supplier Sample**). The method of sampling will be governed by local regulation, if such exists, otherwise as per the method used by the physical supplier. Buyer or its representatives may witness the sampling but the absence of Buyer or its representatives at the time of sampling shall not prejudice the validity of the samples taken. These Supplier Samples, and no other samples, shall be used to assess the quality of the Products supplied to the Receiving Vessel, and the supplied Product's quality shall be conclusively established by the Supplier Sample in Seller's or its physical supplier's possession (the **Controlling Sample**). Any claim by Buyer may only be validly instigated by the provision to the Seller by the Buyer of the results of an indicative but non-binding analysis of a Supplier Sample provided to Buyer and/or the Receiving Vessel. In the event that the result of such indicative but non-binding analysis Supplier Sample indicates that any agreed specification parameter(s) may have exceeded the confidence level(s) according to the relevant sections on precision and interpretation of test results in the ISO 4259 standard, the Controlling Sample shall then be tested for the allegedly off-specification parameters only and such testing shall be carried out by an independent surveyor in an independent laboratory, located in the country (and where available, port) of supply, whose results shall be conclusive and final and binding on both Buyer and Seller. The independent surveyor and/or laboratory shall be appointed by Seller, and their fees shall be shared equally by Buyer and Seller (provided, however, if such surveyor/laboratory analysis does not show any deviations from the agreed Product specification, their fees shall be for Buyer's account). Where the Product is LNG, the quality of the LNG delivered to the Receiving Vessel shall be determined exclusively by the in-line gas chromatograph on the barge, tanker, shore tanker, shore tank or other means of conveyance and in accordance with the measurement and quality testing principles of the physical supplier. No adverse inference against Seller and/or its physical supplier shall be drawn from conflicting test results, regardless of the number of tests and scope of the conflict.
- (c) Any samples drawn by Buyer's personnel and/or the Receiving Vessel's crew either at the time of delivery or at any date after delivery shall not be valid as an indicator of the quality of the Products supplied. The fact that such samples may bear the signature of personnel aboard the delivery conveyance shall have no legal significance as these local personnel have no authority to bind Seller to different contractual terms. Seller shall have no liability for any claims where Buyer has commingled the Products on board the Receiving Vessel with other fuels, additives or residues.
- (d) No claim for defects in quality may be made in respect of lubricant or other non-fuel Products that have been transported or stored in containers or equipment provided by Buyer.
- (e) Buyer undertakes the duty and continuing obligation to investigate/test issues with quality or quantity immediately upon delivery of the Product to Buyer. Buyer WAIVES any claim against Seller for any reason, including but not limited to the quantity or quality of the Products supplied, unless Buyer's claim is submitted to Seller in writing within seven (7) days after the date of delivery of the Products. However, in the event that the physical supplier grants to Seller a period longer than seven (7) days in the physical supplier's own terms and conditions, then this same notice period will be extended from Seller to Buyer, up to a maximum of thirty (30) days from the date of delivery. In any event, should any claim submitted by Buyer within the foregoing time limits not be settled to Buyer's satisfaction in a commercial manner, any legal proceedings by Buyer thereon shall be formally waived and time barred unless commenced under clause 21 within six (6) calendar months after the delivery date or, in respect of claims related to non-delivery, within six (6) calendar months after the scheduled delivery date.
- (f) If Buyer submits a claim against Seller, Seller shall be entitled and Buyer shall allow, or where Buyer has chartered the Receiving Vessel Buyer shall promptly obtain authorization from the owner of such Receiving Vessel to allow, (i) Seller promptly to board the Receiving Vessel, (ii) interview the Receiving Vessel's officers and crew and to record the same, (iii) examine the Receiving Vessel's equipment and records and to record the same, and (iv) make copies of documents which Seller may consider necessary for its investigations. Failure to allow boarding, these investigative activities and/or to produce copies of documents shall constitute a waiver of Buyer's claim.
- (g) It is the duty of Buyer to take all reasonable actions (i) to use, or (ii) to eliminate, mitigate and minimize any damages or costs associated with any off-specification or suspected off-specification Products. To this end, Buyer shall take all available steps (including incurring reasonable costs) and/or cooperating with Seller, in achieving the most cost-effective solution, including the consumption of the Product, or consumption after treatment, blending and/or special handling. In the event that the Product is off-specification and cannot be consumed by the Receiving Vessel (despite Buyer having taken all reasonable mitigating steps, including incurring reasonable costs, to facilitate consumption of the Product), Buyer's remedies shall be limited exclusively and solely to the replacement of the nonconforming Product by Seller. Buyer shall be liable for any damages, costs or

losses resulting from Buyer's failure to take all reasonable mitigating steps, regardless of whether that failure resulted from the acts or omissions or any third party (including the Receiving Vessel's registered owner). Buyer expressly assumes the risk that, despite Buyer's best efforts, third parties (including the Receiving Vessel's registered owner or disponent owner, manager or operator) may themselves refuse, or fail to reasonably act, to mitigate and/or otherwise frustrate Buyer's ability to mitigate, including refusing to treat the Product. If Buyer removes the Product from the Receiving Vessel without the express written consent of Seller, then all such removal and related costs shall be solely for Buyer's account.

- (h) If any time limits or time bars stated in these General Terms are found or judged to be unenforceable, then the minimum time limit or time bar permitted under the applicable law shall be deemed to apply.

7. LIMITATION AND EXCLUSION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL TERMS, IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIMS OR LOSS, WHETHER ARISING FROM QUALITY, QUANTITY, ACCIDENT, DELAY, SPILL OR ANY OTHER CAUSE WHATSOEVER EITHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, FRAUD AND MANIFEST ERROR) OR AT LAW, EXCEED THE PRICE OF THAT PORTION OF THE PRODUCTS SOLD ON WHICH LIABILITY IS ASSERTED. FURTHERMORE, NEITHER SELLER NOR ITS PHYSICAL SUPPLIER SHALL HAVE ANY LIABILITY TO BUYER UNDER OR IN CONNECTION WITH ANY TRANSACTION FOR (1) ANY DEMURRAGE, OFFHIRE OR OTHER VESSEL DELAY, (2) LOSS OF ACTUAL OR ANTICIPATED PROFIT, (3) LOSSES CAUSED BY BUSINESS INTERRUPTION, (4) LOSS OF GOODWILL OR REPUTATION, AND/OR (5) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORSEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF PRODUCTS.

8. PAYMENT

- (a) Unless otherwise provided in the Confirmation, all sales shall (i) be on a cash in advance basis, (ii) be on an irrevocable letter of credit basis, or (iii) on the basis of such other form of credit support acceptable to Seller. All letters of credit procured by Buyer in favor of Seller shall be in a form and substance acceptable to Seller and issued only by a bank acceptable to Seller.
- (b) Any individual Transaction not requiring payment of cash in advance shall require credit approval by World Fuel Services' Credit Department. This approval, which will occur prior to Seller's transmittal to Buyer of a Confirmation, shall be construed as the binding act in a Transaction and it is agreed that contract formation has occurred in Florida. If payment of cash in advance is not required, Buyer shall make payment in full on or before the due date set forth in the invoice, in immediately available U.S. dollars, unless otherwise agreed, and in such manner as Seller may designate in the invoice, without discount, set-off, counterclaim or deduction. Invoices may be sent via fax, e-mail or any other means permitted by law. In the event that delivery documents are not available, Seller may invoice based on email or facsimile advice of delivery details in lieu of delivery documents. Notwithstanding any disputes regarding quality, quantity or other matter, Buyer must initially pay the full amount due, and any disputes shall be resolved between Buyer and Seller after such payment has been made. Failure by Buyer to pay the full amount when due shall constitute a waiver of any claims by Buyer.
- (c) Buyer shall have fully and irrevocably waived all objections to Seller's invoices and the contents thereof unless, within seven (7) days after receipt, Buyer delivers to Seller, by registered, certified or overnight mail, as set forth in clause 16(a) hereof, written objection to such invoice specifying the error(s), if any, contained therein.
- (d) Past due amounts shall accrue interest at a rate equal to the lesser of 2% per month, or the maximum rate permitted by applicable law. All amounts more than fifteen (15) days past due shall incur an additional 5% administrative fee. All payments received from Buyer after an invoice is overdue shall first be applied to interest, legal collection costs and administrative fees incurred before they will be applied to the principal amounts on a subsequent delivery. Buyer may not designate application of funds to a newer invoice so long as there are any unpaid charges, interest, collection costs or administrative fees on a previous one. This shall not be construed, however, as preventing Seller's option to choose application of funds in instances where sub-clause 8(i) below shall apply. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on subsequent deliveries.
- (e) If the payment due date falls on a weekend or any bank holiday in the country where payment is to be remitted (other than a Monday), payment must be made on the first prior available banking day. If the payment due date falls on a Monday bank holiday, payment may be made on the next available banking day.

- (f) Buyer and Seller are responsible for each of their respective banking charges.
- (g) Buyer agrees to pay, in addition to other charges contained herein, internal and external attorneys' fees, costs and disbursements on a full indemnity basis for Seller's collection of any non-payment or underpayment, as well as any other charges incurred by or on behalf of Seller in such collection, including, but not limited to, the cost of bonds, fees, internal and external attorneys' fees associated with enforcing a maritime lien, attachment or other available right, whether in law, equity or otherwise.
- (h) All unpaid invoices from Seller to Buyer shall immediately be considered overdue, upon the occurrence of any of the following events: (1) any vessel owned or operated by Buyer has an order issued or threatened against it for its arrest or attachment or is arrested or attached by Seller or a third party for unpaid debts; or (2) there is a change in the financial circumstances or structural organization of Buyer sufficient to cause Seller to believe that its likelihood of receiving payment from Buyer is jeopardized or that its security interest in any of Buyer's owned, managed, chartered, operated or otherwise controlled vessels is jeopardized.
- (i) In the event that more than one invoice is past due, Seller shall be entitled, at its sole discretion, to specify the particular invoice to which any subsequent payments shall be applied.
- (j) Seller reserves the right, in addition to all other rights and remedies available to it under applicable law, in equity, or otherwise, to suspend further deliveries of Product, and demand payment of all outstanding balances, if the outstanding balances due from Buyer (including estimates of unbilled sales) exceed Buyer's applicable credit limit, or if Buyer fails to make any payment as herein provided or otherwise defaults under the General Terms.
- (k) In the event that there is a credit balance in favor of Buyer in Buyer's account with Seller due to any action or inaction of Buyer, Seller reserves the right to charge an administrative fee of 2% per month or at the highest rate permissible under applicable law, whichever is lower. In the event Seller remits Buyer's funds to any State or government entity as unclaimed property, Seller has no duty or obligation, by law, in equity, or otherwise, to repay such funds to Buyer or to assist Buyer in the recovery of such funds. Buyer shall be solely responsible for retrieving any escheated funds directly from the relevant State or governmental authority.
- (l) For reasons of operational efficiency Seller may use subsidiaries and affiliates which are part of the World Kinect Corporation Group of Companies to invoice and collect payment on its behalf.

9. CREDIT AND SECURITY; ADEQUATE ASSURANCE

- (a) Products supplied in each Transaction are sold and effected on the credit of the Receiving Vessel, as well as on the promise of Buyer to pay, and it is agreed and Buyer warrants that Seller will have and may assert a maritime lien against the Receiving Vessel for the amount due for the Products delivered. This maritime lien shall extend to the Receiving Vessel's freight payments for that particular voyage during which the Products were supplied and to freights on all subsequent voyages. Disclaimer of lien stamps placed on a Bunker Delivery Receipt or Ship's Receipt for delivered Products (or any similar notification which could prejudice Seller's rights) whether used by Buyer, the Receiving Vessel (or its representatives) or any third party shall have no effect towards the waiver of such lien and shall not vary the Confirmation, and shall in no way prejudice any right of lien, attachment and/or claim Seller has against Buyer, the Receiving Vessel, the Receiving Vessel's registered owner or the Products.
- (b) Buyer further warrants that:
 - (i) there is no provision contained in the Receiving Vessel's charterparty (or similar contractual arrangement) which purports to limit (1) the Receiving Vessel, (2) its Master, (3) the charterers, and/or (4) the agents and/or representatives of the Receiving Vessel from incurring a maritime lien; and
 - (ii) in addition to any other parties that may be listed as Buyer in the Confirmation, the Receiving Vessel and its registered owner are jointly and severally liable for payment of the Products; and
 - (iii) until the payments for the Products have been received in full by Seller, Seller shall have a maritime lien, attachment and/or claim against the Receiving Vessel and/or the Products delivered. Such maritime lien, attachment and/or claim shall be without prejudice and in addition to any other remedy available to Seller. Buyer shall not do anything nor enter into any agreement that will in any way prejudice Seller's right or ability to assert or enforce any such maritime lien, attachment and/or claim. If the Products have been commingled on board the Receiving Vessel, Seller retains its right of maritime lien, attachment and/or claim against the Receiving Vessel and/or against such part of the commingled Products as corresponds to the quantity of the Products delivered.

- (c) Seller, at any time and for any reason in its sole discretion and at its sole option, may require Buyer to pay cash (in an amount reasonably determined by Seller in its commercially reasonable judgment) to reflect the value of any future deliveries of Product or may require Buyer to post an irrevocable standby letter of credit or other security required by Seller, and may suspend all further deliveries of Product until such security is received. If such requested security is not received within the time specified by Seller, then such failure shall be an event of default hereunder with respect to Buyer, allowing Seller to terminate or suspend its obligations with respect to the applicable Transaction(s) or any other agreement between Buyer and Seller, as well as impose cancellation fees set forth in clause 11 below, or exercise any other remedies allowed by applicable law, equity or otherwise.
- (d) If the purchase of Products is contracted for by Buyer's agent, then such agent, as well as Buyer as principal, shall each be bound by and be fully liable for obligations of Buyer in the Transaction.
- (e) All sales made under these terms and conditions are made to the registered owner of the Receiving Vessel, in addition to any other parties that may be listed as Buyer in the confirmation. Any Products ordered by an agent, management company, charterer, broker or any other party are ordered on behalf of the registered owner of the Receiving Vessel and such registered owner is fully liable as a principal for payment of Seller's invoice.

10. DELIVERIES

- (a) Buyer shall give Seller and Seller's local representative at the port of supply at least 48 hours prior written notice of the scheduled time of delivery, excluding Sundays and holidays.
- (b) In the event that delivery is desired outside normal working hours and is permitted by port regulations, Buyer shall pay any overtime and additional expenses incurred in connection therewith.
- (c) Buyer shall provide, free of charge, a clear safe berth, position or anchorage alongside the Receiving Vessel. Seller shall be under no obligation to make deliveries when, in Seller's sole opinion, a clear and safe berth, position or anchorage is not available. Buyer shall make all connections and disconnections of the delivery hose to the Receiving Vessel or barge or coastal tanker nominated on behalf of Buyer and shall render all other necessary assistance and equipment to promptly receive the Products.
- (d) Neither Seller nor the physical supplier shall be required to supply or arrange to supply Products for the export of which a government permit is required but which has not been obtained by Buyer or Buyer's accredited representative.
- (e) Seller shall use due diligence in the timely delivery of Product to Buyer's Receiving Vessel. However, Seller shall not be liable for any delays due to congestion at the loading terminal, prior commitments of available barges/trucks, or discretionary decisions of the local transportation provider as to the Receiving Vessel's order of placement. In the case of actual delays not caused by the above circumstances, and which can be attributed solely to the gross negligence of Seller, Seller will reimburse Buyer for reasonable port costs such as shifting, pilotage and berthing. However, under no circumstances will Seller be liable for costs of demurrage, off-charter hire, time delays, price difference in replacement products from the price stated in the Confirmation or for indirect, special, incidental, exemplary, punitive or other consequential damages. If the actual delivery date is later than the Delivery Period in the Confirmation, the price may be subject to fluctuations up to the time of actual delivery, at Seller's discretion. If the Receiving Vessel does not arrive within the Delivery Period Seller shall have the right, at its sole discretion, to cancel the Transaction without prejudice to any other rights Seller may have.
- (f) Seller shall be at liberty to make arrangements with other physical suppliers to supply the whole or any part of the Products sold in each Transaction. Buyer shall be responsible for all demurrage or additional expenses incurred by Seller if Buyer, its Receiving Vessel or its port agent causes delay to the barge, truck or delivery facilities. Buyer shall also pay any charges for mooring, unmooring and port dues, if incurred. In addition, Buyer shall be liable for any expenses incurred by Seller resulting from Buyer's failure to accept the full quantity of Products ordered by Buyer.
- (g) Where the Product is LNG, if Buyer encounters or expects to encounter difficulties that may result in Buyer's failure to take the nominated quantity after the Seller's acceptance, Buyer shall promptly give a notice to this effect to Seller. If for any reason whatsoever, Buyer fails to take, in whole or in part the nominated quantity within the Delivery Period Seller shall cease to be obliged to deliver to Buyer the nominated quantity of Products and Buyer shall pay to Seller a "Take or Pay Cancellation Fee" which shall be the invoice value of the Product which was to be accepted for delivery. The Parties acknowledge that the Take or Pay Cancellation Fee shall result in a debt owed to the Seller and it shall not be construed as a penalty clause.

11. CANCELLATION OR REDUCTION OF QUANTITY

Buyer agrees and acknowledges that in order for Seller to offer the Product to Buyer during the applicable Delivery Period, Seller has entered into or may enter into one or more transactions with third parties, including derivative and/or hedging transactions using financially settled instruments with third parties or physical products purchase and sale transactions with Seller's physical supplier. In the event that Buyer does not purchase the entire quantity of Product from Seller as contracted, Seller may suffer losses as a result of exposure under the foregoing transactions including, but not limited to, those transactions entered into in support of fixed forward price contracts (FFPs) between the Seller and the Buyer. As such, Buyer agrees to purchase and accept delivery of the full quantities contracted, and to do so within the designated Delivery Period. In the event that Buyer accepts less than the full contracted quantity for any reason, or accepts such quantities outside the designated Delivery Period(s), regardless of fault or causation, then, without prejudice to Seller's other rights and remedies it may have against Buyer, Buyer shall be liable to Seller for all damages incurred, including those incurred by Seller as a result of having entered into the foregoing transactions or having to enter into any replacement transactions, and any and all costs of maintaining, terminating and/or reestablishing any hedge or related trading positions or transactions (and discounted to present value or bearing interest, as appropriate), in each case as determined by Seller in a commercially reasonable manner, as well as the costs of storing, transporting or disposing of the Product quantities not purchased by Buyer and any related administrative and legal fees. Buyer further acknowledges that Seller shall not be obligated to perform any or Seller's obligations hereunder if there is an event of default or another breach by Seller's physical supplier with respect to Seller's purchase and sale agreement with such physical supplier.

12. INDEMNITY

Buyer shall defend, indemnify and hold Seller and any of Seller's agents or representatives harmless with respect to any and all liability, loss, claims, expenses (including attorneys' fees), or damage suffered or incurred by reason of, or in any way connected with, the acts, omissions, fault or default of Buyer or its agents or representatives in the purchase, receipt, payment, use, storage, handling or transportation of the Products in connection with each Transaction.

13. FORCE MAJEURE CONTINGENCIES

- (a) Seller shall not be in breach of nor have any liability for its failure to perform any obligation under any Transaction in the event that performance is prevented, hindered, delayed, or made more expensive as a result of any one or more of the following contingencies (**Force Majeure Event**), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect:
- (i) any act of God;
 - (ii) fire, accident or explosion;
 - (iii) landslide, earthquake, storm, hurricane, flood, tidal wave or other adverse weather condition;
 - (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, cyberattack or civil commotion;
 - (v) any hack, electronic intrusion, or other unauthorized access or manipulation of any computer, electronic data, or electronic system;
 - (vi) any pandemic, epidemic or quarantine restriction;
 - (vii) strikes (whether legal or not), labor disturbance, whether involving the employees of Seller, the physical supplier or otherwise, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group;
 - (viii) compliance with or change of any applicable law or regulation or a change, request or order of any governmental authority or agent or regulator;
 - (ix) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused;
 - (x) shortage, cessation or reduction in raw material, transportation, manufacturing, or Products from Seller's contemplated source of supply;

- (xi) any other cause whatsoever beyond the reasonable control of Seller or its physical supplier, whether or not foreseeable; or
- (xii) any determination, at Seller's sole discretion, that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which Seller may be subject.
- (b) In the event that performance is prevented, hindered, delayed or made more expensive by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.
- (c) If there is any increase in the costs incurred or to be incurred by Seller in supplying, or maintaining any of its insurances in respect of, any Product due to factors which constitute a Force Majeure Event, Seller reserves the right, at its option, to increase the price charged for such Product and/or to reduce or stop deliveries of such Product.
- (d) Seller shall not be liable for demurrage, off-hire, delay or any additional costs incurred by Buyer resulting from or in any way attributable to any Force Majeure Event.
- (e) Seller shall not be obligated to make up any shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of Seller.
- (f) If due to a Force Majeure Event Seller is unable to supply the total requested amount of Product and/or is only able to perform part of its contractual obligations, Seller shall have the right in its sole discretion to allocate its available Product and/or services among its customers, departments and divisions in such manner as it may so determine.
- (g) Nothing in this provision shall be deemed to excuse Buyer from its obligation to make payments for Products ordered and/or received.

14. FEES, TAXES AND ASSESSMENTS

- (a) Buyer shall be responsible for payment of all applicable fees in connection with the provision of services or the sale, purchase, handling, or transportation of the Product (**Fees**). Such Fees shall be determined by and applied at Seller's discretion and included within the final invoiced price provided to Buyer. In addition, Buyer will pay Seller the amount of all applicable taxes, assessments, duties, fees or other governmental charges including, but not limited to, any excise tax, gross receipts tax, import tax, motor fuel tax, superfund tax, spill tax, tariffs and all other federal, state and local taxes or other governmental charges (collectively, **Taxes and Assessments**) or the foreign equivalent as determined in the sole, absolute and unfettered discretion of Seller (other than taxes on income), and paid or incurred by Seller directly or indirectly with respect to the Products and/or on the value thereof insofar as the same are not expressly included in the price quoted. Any additional Taxes and Assessments incurred by Seller arising from a Transaction and imposed by any governmental and/or any regulatory authority after delivery as a result of an audit, whether domestic and/or international, shall be borne solely by Buyer. Failure to add such Fees, Taxes and Assessments to any invoice shall not relieve the Buyer from liability therefor. If Seller is required by law to pay any such Fees, Taxes and Assessments, Buyer shall reimburse Seller for all such payments.
- (b) Buyer will present Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date Seller shall require, to satisfy Seller's concerns in connection with any of the above taxes or assessments. Further, Buyer shall indemnify and hold Seller harmless for any damages, claims, liability or expense Seller might incur due to Buyer's failure to comply with this requirement.

15. SAFETY AND ENVIRONMENTAL PROTECTION

- (a) It shall be the sole responsibility of Buyer to comply and to procure that its personnel, agents and/or customers to comply, both during and after delivery, with all the health and safety requirements applicable to the Products and to ensure so far as possible that any user of such Products avoids, without limitation, any frequent or prolonged contact with the Products. Seller accepts no responsibility for any consequences arising from failure to comply with such health and safety requirements or arising from such contact. Buyer shall protect, indemnify

and hold Seller harmless against any damages, expense, claims or liability incurred as a result of Buyer, or any user of the Products, or its personnel, agents and/or customers failing to comply with the foregoing.

- (b) In the event of an escape, spill or discharge occurring before, during or after delivery of the Products, Buyer shall immediately notify the appropriate governmental authorities and take whatever action is necessary, and pay all costs to effect containment and clean-up. Failing prompt action, Buyer authorizes Seller and its physical supplier, if any, to conduct such containment and clean-up on behalf of Buyer at Buyer's risk and expense, and Buyer shall indemnify and hold Seller and such physical supplier, if any, harmless against any damages, expense, claims or liability arising out of any such spill, containment or clean-up unless such spill, containment or clean-up shall be proven to be wholly and solely caused by Seller's gross negligence.
- (c) Buyer warrants that the Receiving Vessel is and shall at all times comply with all governmental, port/terminal and pollution rules and regulations. The Receiving Vessel will not be moored at a wharf or alongside other marine loading facilities of Seller or its physical supplier unless free of all conditions, deficiencies or defects which might impose hazards in connection with the mooring, unmooring of or delivery of Products to the Receiving Vessel.
- (d) Buyer undertakes that the Receiving Vessel shall operate its Automatic Identification System (AIS) transponder at all times prior to, during and after the bunkering operation.

16. ADDITIONAL PROVISIONS

- (a) All claims, notices and other communications hereunder shall be in writing and shall be mailed via certified or registered mail or by overnight courier to the attention of the Legal Department of the particular Seller in each Transaction at the following address: 9800 N.W. 41st Street, Suite 400, Miami, Florida 33178, USA, and unless otherwise agreed in writing by Seller, a copy of such notice shall also be emailed to LegalNotices@wfscorp.com and mailed, faxed and e-mailed to Seller at the address designated by Seller for invoicing. Either Buyer or Seller may by notice to the other change the address, facsimile number or electronic messaging system details at which notices or other communications are to be given to it by giving fifteen (15) days prior written notice of its new address to the other party.
- (b) No amendment or waiver, whether partial or whole, of any Transaction or any provision of these General Terms or any Confirmation shall be effective unless agreed in writing by Seller. Any written waiver, whether partial or whole, by Seller on one occasion shall not constitute an effective waiver of any right or remedy available at law, in equity, or otherwise, including any right or remedy contained in the Transaction or these General Terms on a subsequent occasion, regardless of presentment of the same issue or matter, unless expressly provided for in the prior written waiver.
- (c) A failure or delay in exercising any right, power or privilege in respect of these General Terms or any Transaction will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- (d) Buyer shall not assign, transfer, delegate or novate any Transaction or any right or obligation, in whole or in part, arising under a Transaction without the prior written consent of Seller. Upon provision of such consent, Buyer shall be principally liable for and shall not be relieved of or discharged from any obligations hereunder unless and until released from same in writing by Seller. Any Transaction and any amounts due from Buyer pursuant to any Transaction may be assigned or pledged at any time by Seller, in its sole discretion, without prior notice to, or consent of, Buyer.
- (e) Unless consented to in writing by Seller, Buyer undertakes to keep confidential the terms of any Transaction and any Transaction specific information, including but not limited to pricing information, except as required by applicable law, whereupon Buyer shall, where lawfully permitted to do so, immediately advise Seller of such disclosure.
- (f) If any part of the General Terms is deemed invalid, void or unenforceable, then all other conditions and provisions hereof shall remain in full force as if the invalid portion had never been part of the original agreement.
- (g) The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these General Terms.

- (h) Seller may amend these General Terms from time to time without advance notice to Buyer. Any such amendment shall be effective and apply with respect to all Transactions for which a Confirmation is sent after the effective date of the amended General Terms.
- (i) No ambiguity in any provision of these General Terms or any Confirmation shall be construed against a party by reason of the fact it was drafted by such party or its counsel. Acceptance of, or acquiescence in, a course of performance rendered under these General Terms or any Confirmation shall not be relevant or admissible to determine the meaning of the General Terms or any Confirmation, even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. The General Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, and successors.

17. WAIVER OF IMMUNITIES

To the fullest extent permitted by applicable law, Buyer expressly and irrevocably waives, and agrees not to assert, a defense of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted against by Seller against Buyer or Buyer's revenues and/or assets in connection with a Transaction, whether in whole or in part or otherwise, which status would otherwise entitle Buyer to assert or allege such a defense in any claim against it from:

- (a) suit;
- (b) jurisdiction of any court;
- (c) relief by way of injunction, order for specific performance or for recovery of property;
- (d) attachment of Buyer's revenues and/or assets (whether before or after judgment); or
- (e) execution or enforcement of any judgment to which Buyer or Buyer's revenues and/or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction.

18. SUSTAINABLE FUEL – CARBON OFFSETS

- (a) Unless governed by a separate written agreement between the parties hereto, any COFs (as defined below) ordered by Buyer and retired by Seller are governed by this clause 18.
- (b) The COFs will be set forth as a separate line item on invoices issued to Buyer. As set forth in the applicable Confirmation, the COF price, as well as price notification or quote, will be set by Seller in its sole discretion and may differ from the price that Seller paid for the COFs.
- (c) Seller will certify to Buyer, in writing, the permanent retirement of the COFs ordered by Buyer from Seller. Any certificate issued to Buyer by Seller in that regard is for informational purposes only and will provide the retirement details to the extent received by Seller from the applicable registry.
- (d) Seller warrants that (1) the COFs ordered by Buyer will be permanently retired in the applicable registry by Seller; and (2) such COFs have not been sold or transferred to another party by Seller.
- (e) Except as expressly set forth in clause 18(d), Seller makes no representations, warranties or guaranties whatsoever relating to the COFs. It is expressly understood by Buyer that the COFs to be retired by Seller hereunder are not part of any renewable energy certificate program or any other regulated carbon emission compliance program, and are not part of any renewable portfolio standard or any other local, state, provincial, federal, national or supranational law, rule, regulation or other governance regime for renewable or sustainable energy products.
- (f) **COFs** mean voluntary emission reduction units or credits issued as part of a carbon offset registry program for the reduction of one (1) tonne of CO₂ or its equivalent when converted into the applicable units for the sale and purchase of fuel (e.g., gallons of fuel), and may include, in Seller's sole discretion, one or more of the following classes of units or credits: (1) Gold Standard Verified Emission Reduction; (2) Verified Carbon Standard; (3) ISO14064 CDM; or (4) any other class of carbon credits.

19. COMPLIANCE WITH APPLICABLE LAWS

- (a) Each party represents, warrants and covenants that in connection with these General Terms or any Confirmation and the business resulting therefrom:
- (i) It shall comply with all applicable laws, statutes, and regulations from time to time in force.
 - (ii) It has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate Anti-Corruption Laws, and Trade Laws.
 - (iii) It is aware of and shall comply with Anti-Corruption Laws. Regardless of whether they may be directly applicable to a party, as a minimum, **Anti-Corruption Laws** means the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010 (each as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit fraud and tax evasion or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities or other benefits to, any government official or any other person.
 - (iv) It is aware of and shall comply with Trade Laws and will not engage in any transactions or activities that would cause the other party to violate Trade Laws applicable to it. Regardless of whether they may be directly applicable to a party, as a minimum, **Trade Laws** includes all sanctions, embargoes, or other trade restrictions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (**OFAC**, including the OFAC Specially Designated Nationals List (**SDN List**)), the U.S. Department of State, the United Nations Security Council, the European Union, HM Treasury, or any other applicable authority or regulatory body.
 - (v) It has maintained and will maintain adequate written policies, procedures and internal controls to comply with Anti-Corruption Laws, and Trade Laws.
 - (vi) In the event a party becomes aware it has breached an obligation in this clause 19, it will promptly notify the other party, subject to the preservation of legal privilege (if applicable).
- (b) Nothing in General Terms or any Confirmation shall require a party to perform any part of General Terms or any Confirmation or take any actions if, by doing so, the party would not comply with Anti-Corruption Laws, and Trade Laws.
- (c) Each party represents that it will conduct its activities under General Terms and any Confirmation in a manner that complies with the UK Modern Slavery Act 2015, the United Nations Universal Declaration of Human Rights and any other applicable human rights laws.
- (d) Without limitation to any other available remedies, either party may terminate any Confirmation immediately upon written notice to the other party at any time, if, in its reasonable judgment, the other party is in breach of clause 19(a)(iii) or (iv).

20. DATA PROTECTION

Buyer and Seller shall comply with all applicable data protection laws and shall take and maintain appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data. The parties may provide each other with information related to an identified or identifiable individual (**Personal Data**) and will process the Personal Data in accordance with applicable data protection laws. Each party is a data controller in respect of Personal Data (as defined in applicable data privacy laws), each responsible for compliance with applicable laws with regard to collection and processing of Personal Data. Prior to sharing any Personal Data, the parties will enter into a data privacy agreement that satisfies the sending party's legal requirements.

21. ATTORNEYS' FEES, LAW, VENUE AND JURISDICTION; WAIVER OF JURY TRIAL

- (a) In the event of any legal proceedings between the parties relating to the Transaction, the prevailing party shall be entitled to recover all reasonable costs and expenses (including attorneys' fees) incurred in connection with such dispute, including but not limited to legal fees incurred prior to the commencement of proceedings as well as in addressing the entitlement to and amount of the at-issue costs and expenses.
- (b) These General Terms and each Transaction shall be governed by the general maritime law of the United States of America, the applicable federal laws of the United States of America, and, in the event that such laws are silent

on the disputed issue, the laws of the State of Florida, without reference to any conflict of laws rules which may result in the application of the laws of another jurisdiction. The General Maritime Law and the applicable federal laws of the United States of America shall apply with respect to the existence of a maritime lien, regardless of the country in which Seller takes legal action. Any disputes concerning quality or quantity shall only be resolved in the United States District Court for the Southern District of Florida (Miami Division), or, only if that court first finds that it lacks federal subject matter jurisdiction over the dispute, a state court of competent jurisdiction in Miami-Dade County, Florida. Disputes over payment and collection may be resolved, at Seller's option, in the Miami-Dade, Florida state or federal courts or in the courts of any jurisdiction where either the Receiving Vessel or an asset of Buyer may be found. Each of the parties hereby irrevocably submits to the jurisdiction of any such court, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum or its foreign equivalent to the maintenance of any action in any such court. Seller shall be entitled to assert its rights of lien or attachment or other rights, whether in law, in equity or otherwise, in any country where it finds the Receiving Vessel. **BUYER AND SELLER WAIVE ANY RIGHT EITHER OF THEM MIGHT HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING FROM OR RELATED TO THESE GENERAL TERMS OR ANY TRANSACTION. BUYER AND SELLER AGREE THAT THE CONVENTION ON THE INTERNATIONAL SALE OF GOODS 1980 SHALL NOT APPLY TO ANY TRANSACTION.**

22. ENTIRE AGREEMENT

These General Terms along with the Confirmation shall constitute the entire agreement between Buyer and Seller, and their respective successors and assigns, with respect to the subject matter of the Transaction and shall supersede any prior agreements or understandings, whether oral or written, between Buyer and Seller with respect to such subject matter. Buyer and Seller acknowledge that they are not relying upon any representations or statements except as specifically set forth herein.