



Inver Energy Ltd

**STANDARD  
CONDITIONS OF SALE  
FOR MARINE FUELS**

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# Standard Conditions of Sale for Marine Fuels

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These conditions (Conditions) shall be incorporated in and shall govern all contracts between Inver Energy Ltd ("the Company") and the person, firm, corporation or other party who has accepted a quotation from the Company for the sale of Products (as hereinafter defined) or whose order for Products is accepted by the Company ("the Buyer").

## 1 Products

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In these conditions, "Products" shall mean << Marine Grade Gasoil (MGO) >>.

## 2 BIMCO Terms

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The supply of Products under these Conditions shall be governed by the BIMCO Bunker Terms 2018 edition (as amended) ('BIMCO Terms) save where varied by these Conditions. The following are the express changes to the BIMCO Terms. All clause references (including clause numbers) in this clause 2 are to the BIMCO Terms.

### 9 Claims

a) Quantity

iii) 'directly related' added before 'additional'

c) Delay

Last paragraph 'directly related' added before 'loss'

### 15 Liability

15 b) add to beginning of clause: "Subject to 15. c) and with the exclusion of clause 18. Pollution,"

Add:

c) Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury resulting from negligence, for fraud or fraudulent misrepresentation, or any other losses which cannot be excluded or limited by applicable law.

### 16 Force Majeure

Add:

j) any impediment within this section above shall not include delay, hindrance, interference with, curtailment or prevention of a party's accrued obligation to make payment under the Agreement whether in respect of price, despatch or any other financial obligation whatsoever where the impediment is solely caused by lack of funds.

Add:

"The Party seeking to invoke force majeure shall use all reasonable endeavours to mitigate and overcome the effects of the impediment and shall, during the continuation of the impediment, provide the other party with reasonable updates, when and if available, of the extent and expected duration of the impediment. Delay or failure to comply with this Section shall not deprive the Party seeking to invoke force majeure of the right to claim relief but may make them liable in damages to the other party for loss which otherwise could reasonably have been avoided.

1.1 The appropriate relief under this Section shall be as follows:

1.1.1 in respect of an impediment that renders impossible for the Party seeking to invoke force majeure the performance of its obligations, immediate termination of the affected delivery obligation(s) without liability for damages, penalties and other contractual remedies;

1.1.2 in respect of an impediment that delays, hinders, reduces or interferes with the performance of the delivery obligation(s), immediate postponement of those obligations without liability for damages, penalties and other contractual remedies for a period until midnight local time on the last date of the Delivery Period, or until such time as the impediment is removed, whichever is the earlier. The impediment shall not, however, operate to extend the term of the Agreement.

Further, should the impediment continue beyond midnight local time on the last day of the Delivery Period then either party may terminate the Agreement without liability for damages, penalties and other contractual remedies by and upon giving written notice to the other party;

1.1.3 in respect of an impediment that delays, hinders, reduces or interferes with the performance of an obligation other than the delivery obligation(s), immediate postponement of those obligations without liability for damages, penalties and other contractual remedies until such time as the impediment is removed.

The Party seeking to invoke force majeure, if the Seller, shall not be obliged to purchase afloat or otherwise from other suppliers to make good shortages or deficiency of delivery resulting from an impediment."

## **17 Termination**

Clause e) shall be considered deleted in its entirety as it is in contradiction with the Force Majeure additional subclauses above.

## **22 Dispute Resolution**

This clause is to be deleted in its entirety and replaced with the following:

'These Conditions shall be governed by the laws of Ireland and the Buyer hereby agrees to accept the exclusive jurisdiction of the Irish Courts in this respect'.

### **3 Variation of Conditions**

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These Conditions may only be amended in writing by an authorised signatory of the Company.

### **4 Acceptance of Conditions**

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Acceptance of the Products delivered will be treated as acceptance of these Conditions.