

MHSERVICE AS

GENERAL TERMS AND CONDITIONS OF SALE FOR MARINE BUNKERS

Version 2026-07-31

1. APPLICABILITY

1.1 These General Terms and Conditions (the “GTC”) apply to all transactions in which MHSERVICE AS acts as seller of marine bunkers, oil products and related services, and govern all offers, quotations, orders, agreements and subsequent contracts, unless expressly amended in writing in the Order Confirmation.

1.2 Trading conditions of third parties shall not apply unless expressly accepted by the Seller in writing.

1.3 Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall not be affected.

2. DEFINITIONS

2.1 “Agreement” means the agreed terms for the sale and purchase of Products and services between the parties.

2.2 “Buyer” means, jointly and severally, the Master of the Vessel, her Owners, Managers/Operators, Managing Owners, Time Charterers, Bareboat Charterers, Charterers of the receiving Vessel, and any party requesting offers, quotations or orders for Products and/or services.

2.3 “Nomination” means the Buyer's written request or directive to the Seller for the supply of Products and/or services.

2.4 “Order Confirmation” means the written document issued by the Seller to the Buyer confirming the concluded sale and purchase. In case of conflict between the Nomination and the Order Confirmation, and unless the Seller otherwise agrees in writing, the wording and content of the Order Confirmation shall constitute the prevailing terms of the Agreement.

2.5 “Owner” means the registered Owner or Bareboat Charterer of the Vessel receiving the Products.

2.6 “Products” means bunker oils, lubricants, greases and marine lubrication products of commercial grade ordinarily offered to comparable customers of the Seller at the time and place of delivery, together with related services.

2.7 “Seller” means MHSERVICE AS, including subsidiaries, offices, branches, affiliates or associates, whose name appears in the Order Confirmation.

2.8 “Supplier” means any party instructed by or on behalf of the Seller to supply or deliver the Products.

2.9 “Vessel” means the Buyer's ship, barge or offshore unit receiving the Products or services, whether as end-user or as unit for further transfer to third parties.

2.10 “Sanctions” means any sanctions, prohibitions or restrictions imposed by the United Nations, the European Union, Norway, the United Kingdom or the United States, including any state, entity or person designated thereunder.

3. CONSTRUCTION

3.1 All terms, conditions and warranties, whether made by the Seller or its servants or agents or otherwise (other than the express warranties made in the Supplier's terms and conditions), relating to the quality, risk, sampling, mode and time of delivery of the Products supplied hereunder are excluded. Such matters are governed exclusively by the Supplier's terms and conditions.

3.2 The Supplier's terms and conditions are available for inspection at the Seller's head office. Upon the Buyer's written request (by post or e-mail), the Seller shall provide the Buyer with a true copy of the Supplier's terms and conditions.

4. OFFERS, QUOTATIONS AND PRICES

4.1 An Agreement is binding on the Seller only upon the Seller's dispatch of the Order Confirmation to the Buyer. Each Order Confirmation incorporates these GTC by reference. Where the Agreement is concluded through a broker or authorised representative, it binds the Seller only when the Order Confirmation has been sent to the Buyer or the Buyer's broker.

4.2 The Seller's offer is based on taxes, duties, costs, charges and component prices applicable at the time of conclusion of the Agreement. Any new or additional taxes, assessments, duties, charges, cost or component increases, or additional costs caused by a change of supply source, arising after conclusion of the Agreement shall be added to the purchase price, provided the Seller notifies the Buyer within reasonable time after becoming aware of such circumstances.

4.3 All prices and tariffs are exclusive of VAT unless expressly stated otherwise.

4.4 Where the party requesting Products is not the registered Owner of the Vessel, the Seller may require the Owner to guarantee payment as a precondition of sale, and may cancel the Agreement at any time if such guarantee is not received upon request.

4.5 The price of the Products is the unit amount and currency stated in the Order Confirmation for each Product grade delivered. Delivery terms are as stated in the Order Confirmation. Where prices are quoted per volume unit, conversion to standard volume shall be made in accordance with the ISO-ASTM-API-IP Petroleum Measurement Tables.

4.6 The quotation and Order Confirmation shall specify all additional charges, including barging and similar charges; overtime, port dues or mooring charges incurred by the Seller and charged to the Buyer; and taxes, duties, charges or costs in the country of delivery for which the Seller is accountable but which are charged to the Buyer.

5. DELIVERY

5.1 Delivery times stated by the Seller are approximate unless otherwise specifically agreed in writing. Delivery times are binding on the Seller only where the Buyer has, in reasonable time before delivery, provided all information necessary for the Seller to perform its obligations. Where the Nomination specifies a date range, the Seller may at its sole discretion commence delivery at any time or shift (day or night) within that range.

5.2 The Buyer shall give not less than 72 hours' approximate notice of delivery, followed by 48-hour and 24-hour notices, the final 24-hour notice specifying the exact delivery location. Notices shall be given to the Seller and to the Seller's representatives or agents.

5.3 The Vessel shall be bunkered as promptly as circumstances permit. The Seller is not liable for any consequence of, or time lost due to, the Vessel having to wait for a bunkering berth or completion of bunkering. Unless otherwise agreed in writing, the Seller is not obliged to deliver before the nominated date or date range.

5.4 The Seller may make part deliveries, each part delivery being treated as a separate delivery. The Seller is not obliged to deliver Products for export where required government permits have not been obtained in due time. If the Seller has reason to believe that a supply shortage may prevent it from meeting all customer demand at any location, the Seller may allocate available and anticipated supply among its customers in such manner as the Seller in its sole discretion determines.

5.5 The Buyer shall ensure that the Vessel is accessible to the Seller and the Supplier at all times, provides a free, safe, always afloat and accessible side for delivery, and renders all assistance required by the Seller or its representative. If in the Supplier's judgment a clear and safe berth is unavailable, delivery may be delayed or cancelled at the Seller's option, with all related costs for the Buyer's account. The Seller is not liable for demurrage paid or incurred by the Buyer, or for loss, damage or delay of the Vessel, due to congestion at the loading terminal, prior commitments of available barges or tank trucks, or other causes.

5.6 If the Vessel cannot promptly receive delivery, the Buyer is in breach of the Agreement and shall pay damages and/or reasonable demurrage claimed by the barging or supplying facilities, and shall indemnify the Seller in all respects.

5.7 Delivery is deemed completed, and all risk in the Products (including loss, damage, deterioration, depreciation, evaporation or shrinkage) passes to the Buyer, when the Products have passed the flange/connecting pipeline(s)/delivery hoses provided by the Seller on the barge, tank truck or shore tank.

5.8 If the Buyer cannot or refuses to receive the full quantity ordered, the Seller may invoice the Buyer for losses incurred in transporting undelivered Products back to storage or in selling the Products in degraded form at a lower price, without prejudice to the Seller's other remedies.

5.9 Where delivery is effected outside normal business hours, on weekends or on national, religious or public holidays, the Buyer shall reimburse all extra incidental delivery expenses as additional costs.

5.10 For ship-to-ship transfers, any damage caused by contact, collision, swell, weather or sea conditions shall be settled directly between the Owners of the units involved, and neither the Seller nor the Supplier bears any responsibility for such damage. Should either unit pursue the Seller or the Supplier, the Buyer shall fully indemnify and hold the Seller harmless in respect of such claims.

5.11 The Buyer is solely responsible for nominating the Product grade and specification suitable for the Vessel, including the maximum sulphur content applicable to the Vessel's intended area of operation under MARPOL Annex VI and any other applicable regulations. The Seller warrants that the Products conform to the specification stated in the Order Confirmation at the time and place of delivery, but gives no warranty as to the suitability of the Products for the particular Vessel or trade. Bunker delivery notes may be issued and signed electronically (e-BDN), and such electronic documents shall have the same effect as paper originals.

5.12 Representative samples of the Products shall be drawn at the time of delivery in accordance with the Supplier's standard practice and retained. Such samples shall be conclusive evidence of the quality of the Products delivered.

6. PAYMENT AND CREDIT

6.1 Payment is due within 30 days, with value date no later than the due date, or within such other number of days as stated in the Order Confirmation. Where payment is made before delivery, an adjustment based on the quantities actually supplied shall be settled, by additional payment or refund, within 30 days after completion of delivery. Payment shall be made in full, without set-off, counterclaim, deduction, discount or bank charges.

6.2 Payment is deemed made when credited to the bank account designated by the Seller. If the due date falls on a non-banking day, payment is due on or before the nearest banking day; where the preceding and succeeding banking days are equally near, on or before the preceding banking day.

6.3 Any delay in payment or refund entitles the respective party to interest at the rate of 1 per cent per month pro rata. In the event of non-payment, the Seller reserves the right to pursue all available legal remedies to recover the amount owed.

6.4 The Seller may at any time, upon notice to the Buyer, modify or terminate credit arrangements, require immediate payment for Products already delivered, and require prepayment or other security acceptable to the Seller for further deliveries, including orders pending. The Seller may apply, in satisfaction of any amount owing by the Buyer, any monies which are or become owing from the Seller or the Supplier to the Buyer.

7. TRANSFER OF TITLE

7.1 The Seller warrants that it has good title to the Products supplied.

7.2 Title to the Products passes to the Buyer upon payment of the invoiced amount in accordance with Section 6. Until payment has been made, the Buyer, on behalf of itself and the Vessel, holds the Products solely as bailee for the Seller, and the Seller retains title as a purchase money security interest until payment in full has been received.

7.3 If, prior to payment, the Seller's Products are commingled with other products on board the Vessel, the Seller retains title to a quantity of product corresponding to the quantity supplied.

7.4 The foregoing is without prejudice to such other rights as the Seller may have under the laws of any applicable jurisdiction against the Buyer or the Vessel in the event of non-payment.

8. COLLECTION AND ENFORCEMENT

8.1 Deliveries are made not only on the credit of the Buyer but also on the faith and credit of the Vessel using the Products. The Seller has, and may assert, a lien against the Vessel for the value of the Products supplied. In addition, where the laws applicable at the Seller's address, at the place of delivery, or at the place of the Vessel's seizure grant or recognise a maritime lien for products delivered to a vessel, the Seller shall be entitled to assert such lien for the said value. All costs of seizure of the Vessel are for the Buyer's account. Any additional security obtained by the Seller does not constitute a waiver of this lien.

8.2 If the Agreement price does not conform to applicable laws, regulations or orders of a competent government authority, appropriate price adjustments shall be made.

8.3 The Buyer cannot exclude or limit the effect of the lien by wording on the bunker delivery receipt or otherwise.

9. CLAIMS

9.1 Any claim concerning the quantity or quality of the Products must be submitted by the Buyer to the Seller in writing within a period five calendar days shorter than the corresponding time limit in the Supplier's terms and conditions, and in any event no later than 30 days after the date of delivery. Failing such notice, the claim is waived and absolutely barred.

9.2 Quality claims must be substantiated by analysis of the retained delivery samples referred to in clause 5.12, performed by a mutually acceptable, independent and accredited laboratory. The analysis results shall, save for manifest error, be conclusive as to the quality of the Products delivered.

9.3 Notwithstanding any claim or dispute, the Buyer remains obliged to pay the invoiced amount in full and to perform all its obligations under the Agreement.

9.4 In the event of a quality or quantity claim, the Seller or its representative may board the Vessel and inspect the Vessel's records, including log books and engine documentation, and copy any material relevant to the investigation.

9.5 Any claim by the Buyer is absolutely barred unless arbitration or legal proceedings have been commenced and served at the competent tribunal specified in Section 17 (Law and Jurisdiction) within

six months from the date of delivery, or the date delivery should have commenced according to the Seller's Order Confirmation. This provision survives termination of the Agreement.

10. LIABILITY

10.1 Neither the Seller nor the Supplier is responsible for any damage (including personal injury) or for any delay in delivery, whether or not caused by fault or negligence of the Seller or of its personnel, representatives, suppliers or subcontractors.

10.2 Liability for indirect and consequential damages, including loss of time, loss of cargo or charter cancelling date, loss of income or profit/earnings, anticipated cost savings or other financial or economic loss, is excluded.

10.3 Notwithstanding any other provision of these GTC, the Seller's liability shall in no event exceed the invoice value of the Products supplied under the relevant Agreement for the Vessel in question.

10.4 The Buyer assumes all liability towards the Seller, and shall indemnify the Seller for damages and costs resulting from breach, fault or negligence of the Buyer or of the Buyer's personnel, suppliers, agents, servants, subcontractors, representatives, employees or any persons on board the Vessel(s).

10.5 The Buyer shall hold the Seller harmless against any claim of whatsoever nature by any third party (meaning any person or entity other than the Buyer) directly or indirectly related to agreements governed by these GTC.

10.6 No servant, supplier or agent of the Seller (including independent subcontractors) shall be liable to the Buyer for loss, damage or delay arising in the course of their employment or agency, and every exemption, limitation, condition and right available to the Seller extends to protect such servants, suppliers and agents.

11. FORCE MAJEURE

11.1 Neither the Seller nor the Supplier is liable for any loss, claim, damage or demurrage resulting from delay or failure to perform caused by orders of governments or authorities; interruption of or delay in supply, production, manufacturing, storage, transportation, distribution or delivery facilities; congestion; unavailable or inadequate equipment; or any event beyond the immediate control of the Seller or the Supplier, including labour disputes, strikes, governmental intervention, war, civil commotion, fire, flood, earthquake, accident, storm, swell, ice, adverse weather or acts of God. The Seller and the Supplier are not obliged to remove such causes, to replace affected supply sources, or to make substitute deliveries involving additional expense or deviation from normal practice, and deliveries not performed due to such events need not be made up later.

11.2 A Buyer exercising reasonable diligence is not liable for failure to receive a particular delivery where prevented by an event of force majeure. Any party declaring force majeure shall give notice without undue delay after becoming aware of the event.

12. SANCTIONS AND REGULATORY COMPLIANCE

12.1 The Buyer warrants that neither the Buyer, the Owner, the Vessel, nor any party with an interest in the Vessel or the cargo is subject to Sanctions, and that the Products will not be used, resold or transferred in violation of any Sanctions or exported to, or for the benefit of, any state, entity or person subject to Sanctions.

12.2 The Seller may, without liability, refuse, suspend or cancel any delivery, or terminate the Agreement with immediate effect, where performance would in the Seller's reasonable judgment expose the Seller, the Supplier or their insurers or banks to any Sanctions, or where the Buyer is in

breach of clause 12.1. The Buyer shall indemnify the Seller against all losses, costs and claims arising from any breach of this Section 12.

13. ENVIRONMENTAL PROTECTION

13.1 If an escape, spillage or discharge of Products (a “Spill”) occurs while Products are being delivered, the Buyer shall promptly take such action as is reasonably necessary to remove the Products and mitigate the effects of the Spill, and shall immediately notify the Seller and the relevant authorities as required by applicable law.

13.2 Regardless of the cause of the Spill, the Seller and the Supplier are each authorised, at their option and upon notice to the Buyer or the Vessel's operator or agent, to take such measures and incur such expenses as are reasonably necessary in their judgment to remove the Products and mitigate the effects of the Spill, whether in cooperation with the Buyer or as sole party. The costs of such measures shall be borne by the party whose acts or omissions caused the Spill, or apportioned in accordance with applicable law. The Buyer shall provide the Seller with all documents and information concerning the Spill and shall cooperate in any resulting investigation or proceedings.

14. TERMINATION

14.1 The Seller may terminate the Agreement with immediate effect in the event of a material breach (including anticipatory breach) by the Buyer of any of the terms of the Agreement, in the event the Buyer is threatened with or is in the process of insolvency, liquidation, winding-up or receivership, or in the circumstances described in Section 12 (Sanctions). Termination is without prejudice to any accrued rights of the Seller.

15. DATA PROTECTION

15.1 The Seller processes personal data relating to the Buyer's personnel and representatives for the purposes of contract administration, credit assessment, statutory know-your-customer and Sanctions screening, and enforcement of the Agreement, in accordance with the EU General Data Protection Regulation (GDPR) and the Norwegian Personal Data Act. Further information is available in the Seller's privacy policy at www.mhservice.no.

15.2 Where the Buyer discloses personal data to the Seller, the Buyer warrants that it has a legal basis for such disclosure. The Seller may use external data processors and may transfer personal data outside the EU/EEA subject to appropriate safeguards under GDPR Chapter V.

16. PRIORITY OF CONTRACT DOCUMENTS

16.1 In case of inconsistency or conflict between the contract documents, the following order of priority applies: (i) the Order Confirmation; (ii) these General Terms and Conditions; (iii) the Supplier's terms and conditions; (iv) any other document.

17. LAW AND JURISDICTION

17.1 The Agreement and any related agreement between the Buyer and the Seller shall be governed by Norwegian law unless otherwise expressly stated, and any dispute shall be subject to the jurisdiction of the Norwegian courts. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

17.2 Notwithstanding clause 17.1, the Seller may commence and maintain proceedings in any other jurisdiction in order to obtain security for and/or to recover any outstanding payment or other amount

owed to the Seller for the Products, without prejudice to the Seller's right to enforce maritime liens in any appropriate jurisdiction.

18. MISCELLANEOUS

18.1 No waiver by either party of any breach of the Agreement shall be construed as a waiver of any succeeding breach of the same or any other provision.

18.2 The Buyer may not assign any right or delegate any obligation under the Agreement without the Seller's prior written consent; any such purported assignment or delegation is void.

18.3 Where an order is placed by an agent on behalf of a principal, the agent shall be liable not only as agent but also jointly and severally with its principal for the performance of the Buyer's obligations.

18.4 The Agreement, comprising the documents listed in Section 16, contains the entire agreement of the parties with respect to its subject matter, and may not be modified or amended except in writing.

19. SERVICE OF PROCESS AND CONTACT DETAILS

19.1 The parties irrevocably agree that communications between them, including in respect of court proceedings, may be served, without prejudice to any rules of court service, by (a) delivery of an envelope addressed to the receiving party, or (b) transmission of a true copy by e-mail.

19.2 The Seller's contact details are:

MHSERVICE AS

Visiting/delivery address: Ytre Kulen 41, NO-6718 Deknepollen, Norway

Postal address: Postboks 132, NO-6701 Måløy, Norway

Org. no. / VAT: NO 982 809 231 MVA

Telephone: +47 57 85 36 50

E-mail: post@mhservice.no

Website: www.mhservice.no

19.3 The Buyer's contact details for service purposes are as set out in the Order Confirmation.

Version 2026-07-31. This version replaces the version dated 16 January 2019.