



General Terms & Conditions for Sales & Purchases of Renewable Feedstocks

2024 edition, version 1



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PART ONE

In Respect of FOB Deliveries

Section 1 Delivery

- 1.1 The Feedstock shall be delivered by Seller to Buyer FOB at the Loading Terminal on to Vessel(s) or Barge provided or procured by Buyer.

Section 2 Risk and Title

- 2.1 Subject to Section 2.2, notwithstanding any right of Seller to retain the documents referred to in Section 44.2 until payment, the risk and title in the Feedstock delivered under the Agreement shall pass to Buyer as the Feedstock passes the Vessel's permanent hose connection at the Loading Terminal.
- 2.2 In the case of delivery in one or more Flexitank Container(s) or ISO Tank Container(s), notwithstanding any right of Seller to retain the documents referred to in Section 44.2 until payment, the risk and title in the Feedstock shall pass to Buyer as each Flexitank Container or ISO Tank Container (as the case may be) is placed by Seller on board the Vessel at the Loading Terminal.
- 2.3 Loading of the Feedstock whether in bulk, in Flexitank Container(s) or in ISO Tank Container(s) (as the case may be) shall be carried out by Seller at Seller's cost.

Section 3 Laydays

- 3.1 The Laydays shall be a day or range of days (issued in accordance with standard practice at the Loading Terminal) in which:
- 3.1.1 Buyer's nominated Vessel must tender a valid NOR at the Loading Terminal pursuant to Section 5.1; and
- 3.1.2 Seller shall have a sufficient quantity of the Feedstock deliverable under the Agreement available at the Loading Terminal so as to enable loading to commence and continue on an uninterrupted basis pursuant to Section 5.2.
- 3.2 The Laydays shall be either:
- 3.2.1 as specified in the Special Provisions; or
- 3.2.2 established in accordance with the procedure(s) specified in the Special Provisions; or
- 3.2.3 where such Laydays cannot be ascertained by reference to Sections 3.2.1 or Section 3.2.2, Seller shall notify Buyer of the Laydays and such notification must not be made after the later of:
- a) the date that is twelve (12) days prior to the first day of the Laydays notified; or
- b) the twentieth (20th) day of the month preceding the first month in which the Laydays fall.
- 3.3 The Laydays established in accordance with Sections 3.2.2 or Section 3.2.3 shall, unless otherwise specifically agreed between the parties, fall entirely within any delivery period specified in the Special Provisions.

Section 4 Nomination of Vessels

- 4.1 Full and Part Cargo Lots. Unless otherwise provided in the Special Provisions, delivery hereunder shall be given and taken in one full cargo lot or a part cargo lot at Buyer's option but subject always to the prior agreement of the Loading Terminal operator.
- 4.2 Nomination of Vessel
- 4.2.1 Each Vessel shall be nominated in writing by Buyer to Seller. Such nomination shall specify:
- a) the name of the Vessel, date built, summer deadweight, length and flag;
- b) the grade and approximate quantity to be loaded;
- c) the ETA of the Vessel at the Loading Terminal;
- d) the destination(s) of the Vessel;
- e) such other information as may be required by the Loading Terminal operator from time to time;
- f) full written instructions regarding the particulars and destination of the bills of lading and such other customary Loading Terminal documentation which may be required by Buyer;
- g) details of any cargo on board or to be laden on board if loading a part cargo;
- h) confirmation that the Vessel complies with the requirements of Schedule C hereto; and

- 4.2.2 The nomination shall not be effective unless it is received by Seller not later than five (5) days prior to the first (1st) day of the Laydays. Despite the foregoing, if the nomination is received by Seller after such fifth (5th) day and is accepted by Seller, it shall be effective but Buyer shall be liable for all costs resulting from any delays in loading the Feedstock under the Agreement that are due directly to the failure by Buyer to nominate in a timely manner and any such delays shall not count as time allowed to Seller for loading or if the Vessel is on demurrage, as demurrage. In the event that the Agreement is entered into five (5) days or less prior to the first (1st) day of the Laydays then the nomination must be received, by Seller, no less than two (2) days prior to the first day of the Laydays.

- 4.3 Substitution of Vessels. In respect of any nominated Vessel, Buyer may, or if necessary to perform its obligations under the Agreement must, substitute therefor another Vessel provided always that:

- 4.3.1 the size and all other material attributes of the substitute Vessel and the quantity to be loaded shall not, without the prior written consent of Seller, differ materially from the size and all other material attributes of the Vessel previously named and the quantity specified in the nomination;

- 4.3.2 the Laydays which would have applied in respect of the Vessel originally nominated shall apply to the substitute Vessel; and

- 4.3.3 Buyer shall give to Seller notice in writing of the name and the destination(s) of the substitute Vessel as soon as practicable but in any event not later than the ETA at the Loading Terminal of the substitute Vessel or the ETA of the Vessel originally nominated, whichever is the earlier. Additionally, any substitute Vessel shall be subject to all requirements and approvals (including vetting procedures) consistent with the original nomination and any costs associated with such requirements and approvals shall be for Buyer's account.

- 4.4 ETA. Buyer or its representative shall notify Seller or its representative of any change(s) in the ETA notified pursuant to Sections 4.2 or Section 4.3, but the Laydays shall be revised only with Seller's specific written agreement. The giving or withholding of such agreement shall be at the absolute discretion of Seller.

- 4.5 Rejection of Nominations and Vessels

- 4.5.1 Seller shall give notice accepting or rejecting any Vessel nominated by Buyer within one (1) Business Day of receipt of Buyer's nomination.

- 4.5.2 Despite anything to the contrary express or implied elsewhere herein, Seller shall have the right:

- a) to reject any nomination made by Buyer pursuant to Sections 4.2 or Section 4.3 on any reasonable ground; and/or
- b) to refuse, on any reasonable ground, to accept for loading any Vessel named pursuant to Sections 4.2 or Section 4.3; and/or
- c) to reject the Vessel in question, despite any prior acceptance of such Vessel (whether named in the Special Provisions or nominated or substituted pursuant to Sections 4.2 or Section 4.3), on any reasonable ground if such Vessel is involved in any incident or more recent information regarding such Vessel becomes available to Seller which indicates that the information relied upon by Seller in previously accepting the Vessel was materially incorrect or incomplete.

Without derogating from any other reasonable grounds that may be available to Seller it shall be a reasonable ground for Seller to reject or refuse a Vessel pursuant to this Section 4.5.2 if the Vessel, either at the time of nomination or subsequently at any time is not approved, or is determined to be unacceptable, by any vessel vetting system operated by Seller, Seller's Affiliate or Seller's supplier.

- 4.6 Regulations at the Loading Terminal

- 4.6.1 All restrictions at the Loading Terminal with respect to maximum draft, length, deadweight, displacement, age, flag and the like, the procedures relevant to health, safety and Vessel operations and all applicable governmental, local and port authority regulations and any other applicable requirements of whatever nature in force at the Loading Terminal shall apply to the Vessel (including without limitation the requirements set out in Schedule C hereto). Despite anything to the contrary in Section 4.6.2, Buyer shall be deemed to be fully familiar with such Loading Terminal requirements and shall nominate a Vessel that can comply with such requirements at all times.

- 4.6.2 Seller shall promptly provide all information regarding restrictions at the Loading Terminal and such other Loading Terminal requirements that are readily available to it, upon Buyer's written request.

- 4.6.3 Despite anything to the contrary express or implied in this Section 4 or in Section 5 and Section 6, if any Vessel nominated by Buyer does not comply with any of the provisions in this Section 4, Seller and/or Seller's supplier may refuse to berth or load the Vessel in question.



4.7 Changes in Procedures. This [Section 4](#) shall be subject to modification, by written notice from Seller to Buyer, to take account of changes in the nomination and/or other procedures applicable from time to time at the Loading Terminal.

Section 5 Arrival of Vessel, Loading, Berth

- 5.1 Arrival of Vessel
- 5.1.1 Buyer shall arrange for its Vessel to report its ETA to the Loading Terminal, with a copy to Seller, at least seventy-two (72), forty-eight (48), and twenty-four (24) hours prior to its arrival and otherwise in accordance with the standard reporting procedure applicable from time to time at the Loading Terminal in question. If the Vessel fails, for any reason, to give at least twenty-four (24) hours prior notice of arrival at the Loading Terminal, the time allowed to Seller for loading pursuant to [Section 6.1](#) shall be extended by a period equal to the delay in giving such twenty-four (24) hours' notice, but in any case not exceeding an additional twenty-four (24) hours.
- 5.1.2 By no later than 2400 hours (local time) on the last day of the Laydays the Vessel must have:
- arrived at the Loading Terminal in question (or the usual waiting place), and be in all respects ready to commence loading the Feedstock deliverable hereunder; and
 - tendered a valid NOR.
- 5.2 Loading
- 5.2.1 Unless otherwise agreed in writing by Seller, if the Vessel tenders a valid NOR prior to the first (1st) day of the Laydays, Seller shall not be under any obligation to commence loading prior to 0600 hours (local time) on the first day of the Laydays.
- 5.2.2 After receipt of the NOR pursuant to [Section 5.1.2](#), Seller, having regard to the requirements of the Loading Terminal, Loading Terminal procedures and the time when the Vessel has complied with the provisions of [Section 5.1](#), shall commence loading as soon as reasonably practicable, even if this means that loading is effected or completed outside the Laydays or outside any other period specified in the Special Provisions.
- 5.2.3 If the Vessel tenders NOR after 2400 hours (local time) on the last day of the Laydays, Seller shall have the right to refuse to load the Vessel.
- 5.3 Berth
- 5.3.1 Subject to compliance by Buyer's nominated Vessel with all other requirements of the Loading Terminal at the time in question, Seller shall provide or cause to be provided free of charge to Buyer (subject to the provisions of [Section 43](#)) a Berth to be indicated by Seller or its representative that the Vessel can safely reach and leave and where it can always lie and load always safely afloat.
- 5.3.2 Seller shall at all material times and at no expense to Buyer provide and maintain or cause to be provided and maintained, in good working order, all necessary flexible hoses, connections, pipelines, and tankage facilities necessary for the loading of the Vessel.
- 5.3.3 Seller will ensure that the Loading Terminal will comply with the requirements of the ISPS Code. Seller shall not be deemed to warrant the safety of any channel, fairway or other waterway used in approaching or departing from the Berth designated by Seller. Seller shall not be liable for any loss, damage, injury or delay to the Vessel resulting from the use of such waterways; or any damage to the Vessel caused by other users of the waterway.
- 5.3.4 Despite anything to the contrary in [Section 5.3.1](#) above, if the Berth in question requires the Vessel to be loaded from a floating storage facility, lighter or other vessel by means of ship-to-ship transfer, such Berth shall be subject to Buyer's ship or Loading Terminal vetting procedures and Buyer may, on any reasonable ground and without liability, refuse the use of such facility for the purpose of loading its nominated Vessel. Any ship-to-ship or lightering operations shall be carried out in accordance with the procedures set out in the ICS/OCIMF Ship-to-Ship Transfer Guides.
- 5.4 Vacation of Berth. The Vessel shall vacate the Berth as soon as loading hoses have been disconnected, provided that such Vessel's departure is not delayed awaiting production of Loading Terminal documents unless such documents can be delivered to the Vessel at a suitable anchorage or where early departure procedure is applied. If the Vessel fails to vacate the Berth due to a cause within the control of the Vessel and/or Buyer, any loss or damage suffered by Seller or Seller's supplier resulting from such failure shall be paid by Buyer to Seller. For the avoidance of doubt, it is agreed that for the purposes of this [Section 5.4](#) any technical failure or breakdown on the part of the Vessel shall be a cause within the control of the Vessel and Buyer.

Buyer's liability in such event shall be limited to no more than the excess Berth utilization charge actually incurred by Seller pursuant to [Section 5.5](#) and/or any demurrage suffered by the next Vessel scheduled to load that had been delayed as a direct result of such failure and such demurrage having actually been incurred by Seller. Buyer's liability for such demurrage shall be limited to no more than the excess time taken by the Vessel to vacate the Berth.

- 5.5 Berth Utilization. Despite anything to the contrary in the provisions of [Section 6](#), if at the Loading Terminal Seller's supplier or any other agency (whether or not an Affiliate of Seller) imposes on Seller, in respect of the Vessel, an excess Berth utilization charge in accordance with the Loading Terminal regulations or a contractually agreed or otherwise established scale for any hours of Berth utilization in excess of a specified period of hours (as such scale may be advised by Seller to Buyer from time to time), but does not impose such charge directly on the Vessel itself, such charge shall be for Buyer's account, except where such excess Berth utilization is caused by the Loading Terminal, Seller or Seller's supplier.
- 5.6 Shifting and Lightering
- 5.6.1 Seller shall have the right to shift the Vessel from one Berth to another. All costs, including but not limited to damages for delay, shall be for Seller's account if such shifting is for Seller's purposes and otherwise shall be for Buyer's account.
- 5.6.2 Seller shall have the option to load the Vessel from lighters subject always to Buyer's rights under [Section 5.3.4](#), when the cost of such lighterage (together with any additional expense reasonably incurred by the Vessel in respect thereof) shall be for Seller's account. Seller shall be obliged to notify the place of lightering to the Vessel when NOR is tendered. The place of lightering so notified shall be deemed the Berth for the purposes of [Section 5](#) and [Section 6](#) and all references therein to the Berth shall be construed accordingly.

Section 6 Laytime, Delays and Demurrage

- 6.1 Laytime. The time allowed to Seller for the loading of the quantity of the Feedstock deliverable hereunder to each Vessel shall be determined in minutes according to the minimum loading rate in metric tonnes per hour as specified in the applicable charterparty terms, all days and holidays included unless loading on the day or holiday in question is prohibited by law or regulation at the Loading Terminal.
- 6.2 Running Hours
- 6.2.1 Except as otherwise provided in the Special Provisions or in this [Section 6.2](#), provided always that Buyer has complied with [Section 5.1](#), running hours shall commence Berth or no Berth either:
- six (6) hours after a valid NOR is tendered to Seller or its representative by the master of the Vessel (or the master's representative) after its arrival at the Loading Terminal, or
 - if the Vessel moves directly to the Berth, when the Vessel is securely moored at the Berth, whichever is the earlier.
- 6.2.2 If NOR is given for the Vessel before the first day of the Laydays, running hours shall commence at 0600 hours (local time) on the first day of the Laydays or on commencement of loading, whichever is the earlier. If NOR is given for the Vessel after the last day of the Laydays and is accepted for loading by Seller, then, without prejudice to any of Seller's other rights, running hours shall commence only on commencement of loading.
- 6.2.3 Time shall cease to run upon final disconnection of loading hoses after completion of loading of the cargo. However, time shall recommence three (3) hours after disconnection of hoses if the Vessel is delayed in its departure due to Seller's or Seller's supplier's purposes and shall continue until the termination of such delay.
- 6.2.4 Any delay arising out of or in connection with any of the following situations shall not be counted or included in calculating the time taken by Seller to load the shipment or the time in respect of which Seller is liable for demurrage (whether or not the Vessel is already on demurrage):
- awaiting tide, tugs, pilot, daylight, ice, subsidence of adverse weather or sea state, prior to or during berthing;
 - awaiting immigration, customs or pratique;
 - on an inward passage until the Vessel is securely moored at the Berth;
 - preparing for and handling or shifting of ballast, bilges, slops or other substances or bunkering unless concurrent with cargo operations;
 - restrictions imposed by the owner, Charterer or master of the Vessel;
 - any breakdown of the Vessel's equipment or failure to comply with the requirements of the Loading Terminal with respect to equipment aboard;
 - cleaning and inspection of the Vessel's cargo tanks;
 - time spent complying with any of the regulations and other requirements referred to in [Section 4](#);



- i) any other delay attributable to the Vessel, Buyer or agents of Buyer;
or
 - j) any onboard strike, lockout, stoppage or restraint of labour by members of the crew.
- 6.2.5 Any delay arising out of or in connection with any of the following situations which are not an impediment in respect of which a notice has been given pursuant to [Section 46.3](#) shall be counted as one-half of the time used whether or not the Vessel is already on demurrage:
- a) fire, explosion, storm, or by strike, lock-out, stoppage or restraint of shore labour at the Loading Terminal, or by breakdown of machinery in or about Seller's or Seller's supplier's plant or the Loading Terminal of the Charterer or shipper of the cargo, act of war, civil commotion, or arrest or restraint of princes, rulers or peoples.
- 6.3 Delays. In the event of any delay of any kind or from any cause whatsoever whether in connection with the scheduling of the Vessel's turn to load (including any change in such scheduling), provision of a Berth for the Vessel, berthing or loading of the Vessel or otherwise howsoever without limitation, and provided always that the Vessel is eventually loaded pursuant to [Section 5.2.2](#), any rights of Buyer against Seller, however the same may arise and whether or not arising under the Agreement, shall be limited in all circumstances whatsoever to a claim for the payment of demurrage, and Buyer shall not be entitled to complain directly or indirectly of any delay except for the purpose of founding a claim to such demurrage.
- 6.4 Demurrage
- 6.4.1 If the shipment is not loaded within the time allowed in accordance with [Sections 6.1](#) and [Section 6.2](#), the time so allowed shall be extended by the excess time but (subject always to [Sections 4.2.2](#) and [Section 5.1.1](#)) Seller shall pay to Buyer demurrage, in the same currency as is prescribed for payment for the Feedstock delivered under the Agreement, in respect of the excess time at the appropriate rate per day (or pro rata for part of a day) as hereinafter specified. Seller's liability for demurrage shall be subject to the provisions of [Section 46](#).
- 6.4.2 The appropriate rate of demurrage shall be either:
- a) the rate, if any, specified in the Special Provisions; or
 - b) the applicable single voyage / Contract of Affreightment charterparty rate; or
 - c) for owned or time chartered Vessels, or where no single voyage/Contract of Affreightment charterparty rate is available, the Worldscale demurrage rate per day corrected by the London Tanker Broker's Panel ("LTBP") Average Freight Rate Assessment ("AFRA") applicable for the performing Vessel during the month in which the NOR is tendered, irrespective of the performance period mentioned in the relevant publications.
- 6.4.3 Any demurrage claim must be notified to Seller in writing within ninety (90) days of the date of disconnection of loading hoses, with full supporting documentation. If Buyer fails to give such notice or to provide such documentation within the above respective time limits, then Buyer's claim shall be deemed to have been waived and any liability of Seller for demurrage shall be extinguished.
- 6.5 Part Cargo Lots. If the delivery hereunder is co-loaded with the Feedstock being delivered to Buyer by another supplier at the same Berth, Seller shall only be liable for that proportion of the demurrage equal to the ratio of the volume delivered by Seller to the total volume loaded onto the Vessel at that Berth.



PART TWO

In Respect of CFR, CIF and DAP Deliveries

Section 7 Delivery

- 7.1 For CFR and CIF Deliveries. The Feedstock shall be delivered by Seller to Buyer at the Loading Terminal and shipped by Seller CFR or CIF (as applicable) to the agreed Discharge Port(s).
- 7.2 For DAP Deliveries. The Feedstock shall be delivered by Seller to Buyer, DAP at the Discharge Port(s).

Section 8 Risk and Title

- 8.1 For CFR and CIF Deliveries
- 8.1.1 Subject to [Section 8.1.2](#), notwithstanding any right of Seller to retain the documents referred to in [Section 44.2](#) until payment, the risk and title in the Feedstock delivered under the Agreement shall pass to Buyer as the Feedstock passes the Vessel's permanent hose connection at the Loading Terminal.
- 8.1.2 In the case of delivery in one or more Flexitank Container(s) or ISO Tank Container(s), notwithstanding any right of Seller to retain the documents referred to in [Section 44.2](#) until payment, the risk and title in the Feedstock shall pass to Buyer as each Flexitank Container or ISO Tank Container (as the case may be) is placed by Seller on board the Vessel at the Loading Terminal.
- 8.1.3 Loading of the Feedstock, whether in bulk, in Flexitank Container(s) or in ISO Tank Container(s) (as the case may be) on board the Vessel shall be carried out by Seller at Seller's cost.
- 8.1.4 In the case of delivery in bulk as a part cargo lot where the Feedstock deliverable hereunder is not identifiable or ascertainable on board the Vessel separately from Feedstock destined for receivers other than Buyer, risk and title in the Feedstock shall pass in accordance with [Section 8.1.1](#) and Buyer shall be an owner in common of the bulk with the other receivers, each owning a proportion of the bulk represented by their respective bills of lading to the total quantity recorded on all the bills of lading issued in respect of the bulk.
- 8.1.5 If the Vessel has commenced or completed loading prior to being nominated to Buyer pursuant to [Section 12](#), then despite any right of Seller to retain the documents referred to in [Section 44](#) until payment, the risk in the Feedstock delivered under the Agreement shall be deemed to have passed to Buyer at the Loading Terminal in accordance with [Section 8.1.1](#) or [Section 8.1.2](#), as applicable and title in the Feedstock shall pass immediately upon receipt by Seller of Buyer's acceptance of such nomination.
- 8.2 For DAP Deliveries
- 8.2.1 Subject to [Section 8.2.2](#), the risk and title in the Feedstock delivered under the Agreement shall pass to Buyer as the Feedstock passes the Vessel's permanent hose connection at the Discharge Port prior to the point of importation of the Feedstock.
- 8.2.2 In respect of deliveries by one or more Flexitank Container(s) or ISO Tank Container(s), notwithstanding any right of Seller to retain documents referred to in [Section 44.2](#) until payment, the risk and title in the Feedstock delivered under the Agreement shall pass to Buyer as the Flexitank Container(s) or the ISO Tank Container(s) (as the case may be) are unloaded by Buyer from the Vessel on to the quayside at the Discharge Port, prior to the point of importation of the Feedstock.
- 8.2.3 Unloading of Flexitank Container(s) or ISO Tank Container(s) (as the case may be) from the arriving Vessel at the Discharge Port shall be carried out by Buyer and at Buyer's cost.

Section 9 Laydays, Indicative Arrival Date Range and Arrival Date Range

- 9.1 For CFR and CIF Deliveries
- 9.1.1 Where, in respect of CFR and CIF deliveries only, Laydays are specified in the Special Provisions, it shall be the day or range of days in which Seller's nominated Vessel must tender a valid NOR at the Loading Terminal and loading shall commence as soon as reasonably practicable, even if this means loading is effected or completed outside such Laydays or outside any other period specified in the Special Provisions.

- 9.1.2 Where Laydays are specified in the Special Provisions, pursuant to this [Section 9](#), if Seller also expressly or implicitly provides Buyer with a date or range of dates within which a nominated Vessel shall arrive at the Discharge Port these shall be indicative only and made by Seller as an honest assessment without guarantee (such date, the "Indicative Arrival Date Range"). Seller shall not assume any responsibility for the delivery of the Feedstock at the Discharge Port within such arrival date range. The commencement of Laytime shall be as set out in [Section 14.2](#) below, except where it is specified in the Special Provisions that the Indicative Arrival Date Range is to be used for demurrage purposes in which case [Section 14.4](#) shall apply.
- 9.1.3 Where there are no Laydays specified in the Special Provisions and Seller expressly or implicitly provides Buyer with a date or range of dates within which a nominated Vessel shall arrive at the Discharge Port, then such date or range of dates shall be deemed to be an Indicative Arrival Date Range and Seller shall not be in breach of and shall be deemed to have fulfilled its obligation(s) with regard to any delivery provided however that the loading and carriage of the relevant cargo is on terms (including, with regard to the place of loading, the time of loading, and the expected/customary voyage time) consistent with the arrival at the Discharge Port on or within the Indicative Arrival Date Range, safe navigation and weather permitting. The commencement of Laytime shall be as set out in [Section 14.4](#) below.
- 9.2 For DAP Deliveries. Where, in respect of DAP deliveries only, an "Arrival Date Range" is specified in the Special Provisions, it shall be the day or range of days in which Seller's nominated Vessel must tender a valid NOR at the Discharge Port and discharging shall commence as soon as reasonably practicable, even if this means discharging is effected or completed outside such Arrival Date Range or outside any other period specified in the Special Provisions.

Section 10 Insurance

- 10.1 For CFR Deliveries. The responsibility for securing insurance, whether against marine or other risks, shall rest wholly with Buyer.
- 10.2 For CIF Deliveries
- 10.2.1 Seller undertakes to procure and pay for insurance against marine risks to the full value of the shipment hereunder plus ten percent (10%). Such insurance, which shall operate from the time risk passes pursuant to [Section 8.1.1](#) and [Section 8.1.2](#) at the Loading Terminal shall be in accordance with the provisions of a marine cargo insurance policy subject to Institute Cargo Clauses (A), and the benefit thereof shall accrue to Buyer upon the passing of risk in the shipment as provided for in the Agreement.
- 10.2.2 Seller undertakes to procure insurance against war, strikes, riots and civil commotions risks in respect of the delivery of the Feedstock hereunder. Such insurance shall be subject to Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) current on the date of sailing of the Vessel and the actual premium payable at the current London market rate for the voyage to be performed shall be charged to and be recoverable from Buyer by Seller as an addition to the purchase price and such addition shall then form part of such purchase price.
- 10.2.3 Seller shall procure and pay for any other insurance required by applicable law or statute.
- 10.2.4 If requested by Buyer, Seller shall provide Buyer with the original certificate of insurance.
- 10.3 For DAP Deliveries
- 10.3.1 The responsibility for securing insurance, whether against marine or other risks, shall rest wholly with Seller.
- 10.3.2 Seller shall procure and pay for any other insurance required by applicable law or statute.



- 10.4 Additional Vessel Insurance.
- 10.4.1 In all cases, if and for so long as the voyage to the Discharge Port, or any seas through which the Vessel has to travel in performance of the Agreement incurs, for Seller pursuant to the terms of the relevant charterparty, any additional costs or charges including but not limited to insurance or war risk insurance premia for the Vessel's hull and machinery, protection and indemnity or cargo insurances, then any and all costs of such additional insurance and/or additional premia and/or other expenses shall be paid by Buyer to Seller in addition to the price payable pursuant to the Agreement.
- 10.4.2 Seller shall be entitled at any time (including after the shipment of the cargo):
- a) to direct any Vessel not to undertake or not to complete the voyage to the Discharge Port if such Vessel is required in the performance of the Agreement:
 - i) to transit or to proceed to or to remain in waters or ports or berths so that the Vessel concerned would be involved in a breach of any applicable institute warranties or, in Seller's reasonably held opinion, to risk its safety or to risk ice damage; or
 - ii) to transit or to proceed to or to remain in waters or ports or berths where there is war (de facto or de jure) or threat thereof;
 - b) to direct any Vessel not to undertake the voyage to the intended Discharge Port if such Vessel is required in the performance of the terms of the Agreement to transit waters which, in Seller's reasonably held opinion, would involve abnormal delay; or
 - c) to direct any Vessel not to undertake any activity in furtherance of the voyage which in the opinion of the Vessel's master could place the Vessel, its cargo or crew at risk.
- 10.4.3 If Seller agrees to direct a Vessel to undertake or to complete the voyage as referred to in [Section 10.4.2](#), Buyer undertakes to reimburse Seller, in addition to the price payable under the Agreement, for costs incurred by Seller in respect of any additional insurance premia (including those referred to in [Section 10.2.2](#)) and any other sums that Seller may be required to pay to the Vessel owner or underwriters including but not limited to any sums in respect of any amounts deductible under such owners' insurance and any other costs and/or expenses incurred by Seller.

Section 11 Charterparty Conditions

- 11.1 This [Section 11](#) shall only apply in the case of delivery CFR or CIF.
- 11.2 Subject always to any provisions for payment and documents pursuant to [Section 44](#), Seller may arrange shipment under bills of lading, which incorporate charterparty conditions normally in use for Vessels. Without prejudice to the generality of the foregoing, such conditions shall be deemed to include:
- 11.2.1 where delivery of the Feedstock is in bulk, the provision that the shipment shall be pumped out of the Vessel at the Vessel's expense;
- 11.2.2 the provision that if, at any time after loading but before commencement of discharge:
- a) importation of the Feedstock comprising the shipment at the port at which discharge was to have taken place is prohibited under the laws of the country in which such Feedstock was produced, or by regulations, rules, directives or guidelines applied by the government of that country or any relevant agency thereof; and/or
 - b) the country, state, territory or region at which discharge was to have taken place becomes a Restricted Jurisdiction;
 - c) the shipment shall be discharged at an alternative safe port nominated by Buyer which is not subject to any such prohibition and which is acceptable to Seller (which acceptance shall not be unreasonably withheld).

- 11.3 If any prohibition referred to in [Section 11.2.2](#) becomes applicable, such alternative port shall be deemed to be the Discharge Port stipulated under the Agreement for the shipment in question and all extra expenses (if any) involved in the Vessels reaching such alternative Discharge Port and/or in the discharge of the shipment thereat shall be for Buyer's account.
- 11.4 Where Buyer, by written instruction, specifically requests that Seller discharge a quantity of Feedstock either:
- a) without bills of lading being available for presentation to the Vessel's master at the Discharge Port; and/or
 - b) at a Discharge Port other than that named in the bill of lading; and/or
 - c) that is different from the bill of lading quantity;
- and Seller discharges the Feedstock in accordance with such Buyer's written instructions, then Buyer shall indemnify and hold Seller harmless against any liability, loss or damage (including legal costs as between attorney or solicitor and client as associated expenses) which Seller may sustain by reason of delivering the Feedstock in accordance with Buyer's instructions. This [Section 11.4](#) shall not be included in the scope of [Section 47.1](#).
- 11.5 Where Buyer, by written instruction to Seller, requests that the Vessel:
- a) co-mingle different grades of cargo belonging to Buyer;
 - b) otherwise breach the Vessel's natural segregation;
 - c) dope the cargo by introducing additives after loading;
 - d) add dye to the cargo after loading;
 - e) perform on board blending of the cargo;
 - f) carry additives/dye in drums on deck;
 - g) carry out such other cargo operation as Buyer may reasonably require; and always providing the Vessel is capable of performing such operations and that such operations are within the scope of the charterparty conditions, then Buyer shall issue a letter of indemnity in a form acceptable to Seller indemnifying and holding Seller harmless against any liability, loss, or damage, delay and/or expense which Seller may sustain by reason of complying with Buyer's request. The indemnity given by Buyer to Seller shall be no less in scope than the indemnity required by the Vessel owner to comply with Buyer's request. This 11.5 shall not be included in the scope of [Section 47.1](#).

11.6 Without prejudice to Buyer's obligations under [Section 14](#), Seller undertakes in all cases to settle freight and demurrage due to the Vessel owner.

Section 12 Nomination of Vessels, etc.

- 12.1 Full and Part Cargo Lots. Unless otherwise provided in the Special Provisions, delivery hereunder shall be given and taken in one (1) full cargo lot or a part cargo lot at Seller's option.
- 12.2 Nomination of Vessels
- 12.2.1 The Vessel shall be nominated in writing by Seller to Buyer by:
- a) where delivery is CIF or CFR, at least five (5) days prior to the first day of the Laydays or, if no Laydays are specified in the Special Provisions, the Vessel's ETA at the Loading Terminal; or
 - b) where delivery is DAP, at least five (5) days prior to the first day of the Arrival Date Range as specified in the Special Provisions; or
 - c) if the relevant time in this [Section 12.2.1\(a\)](#) or [Section 12.2.1\(b\)](#) has passed at the time when the Agreement is entered into, on or about the time the Agreement is entered into.



- 12.2.2 Seller's nomination shall specify:
- a) the name of the Vessel, date built, summer deadweight, length and flag;
 - b) the grade and approximate quantity to be loaded (or the bill of lading quantity, if known);
 - c) in the case of CIF and CFR delivery, the Laydays (or the bill of lading date, if known) and the ETA at the Discharge Port;
 - d) in the case of DAP delivery, the Arrival Date Range and the ETA at the Discharge Port;
 - e) such other information as may be required by the Discharge Port operator from time to time;
 - f) details of any other cargo on board or to be laden on board if delivery is of a part cargo;
 - g) in the case of any sales afloat, DAP or any variation thereof whereby the Feedstock has been or will be laden on board (which shall include storage, and any intervening transshipment as well as by way of carriage) more than one (1) Vessel, Seller shall provide the name of each such Vessel, date built and flag; and
 - h) confirmation that the Vessel complies with the requirements of Schedule C hereto.

Seller undertakes to inform Buyer of any changes to the ETA advised pursuant to Section 12.2.1c) as soon as practicable after receipt thereof from Seller's supplier or the Vessel owner or agent and, where applicable, such information as shall be necessary so as to establish the time and place of the passing of title pursuant to Section 8.1.

12.3 Buyer's Nomination

12.3.1 Buyer shall, within one (1) Business Day or such other period as may be specified in the Special Provisions after receipt of Seller's nomination made pursuant to Section 12.2, notify Seller of:

- a) the final Discharge Port, if not already specified in the Special Provisions, when Seller's approval thereto shall be required in writing within one (1) Business Day thereafter, such approval not to be unreasonably withheld. No change to the final Discharge Port so nominated or specified shall be made without Seller's prior written acceptance which shall not be unreasonably withheld and subject always to the provisions of Section 12.8;
- b) if the Special Provisions provide a range within which a Discharge Port or ports may be nominated, Seller's approval to each port shall be required in writing within one (1) Business Day after any valid nomination, such approval not to be unreasonably withheld; and
- c) in the case of CFR or CIF delivery, full written instructions regarding the particulars and destination of the bills of lading and such other customary Loading Terminal documentation which may be required by Buyer (and, for the avoidance of doubt, Buyer shall be liable for all costs resulting from any delays in loading the Feedstock hereunder due to failure by Buyer to supply such information in a timely manner). Seller shall have the right to issue its own instructions if such instructions are not so provided by Buyer.

All costs (including but not limited to demurrage) arising directly out of any failure by Buyer to comply with the foregoing shall be for Buyer's account.

12.4 Substitution of Vessels

12.4.1 In respect of any nominated Vessel, Seller may, or if necessary to perform its obligations under the Agreement must, substitute therefor another Vessel provided always that:

- a) the size and all other material attributes of the substitute Vessel and the quantity to be loaded shall not, without the prior written consent of Buyer, differ materially from the size and all other material attributes of the Vessel previously named and the quantity specified in the nomination; and
- b) Seller shall give to Buyer notice in writing of the name of the substitute Vessel not less than three (3) clear days before:
 - i) in the case of CFR or CIF delivery, the last day of the Laydays or, if no Laydays are specified in the Special Provisions, the last day on which the originally nominated Vessel is scheduled to load at the Loading Terminal, provided always that such substitution shall not be allowed after commencement of loading of the Vessel originally nominated unless otherwise specifically agreed between the parties; or
 - ii) in the case of DAP delivery, the ETA of the substitute Vessel or the ETA of the Vessel originally nominated, whichever is the earlier.

12.5 Acceptance of Vessels

12.5.1 Buyer shall give notice accepting or rejecting any Vessel nominated by Seller within one (1) Business Day of receipt of Seller's nomination.

12.5.2 Despite anything to the contrary express or implied elsewhere, Buyer shall have the right (which right may only be exercised prior to the passing of risk and title hereunder) to refuse, on any reasonable ground, to accept any Vessel named pursuant to Section 12.2 or Section 12.4. Buyer shall not be liable for any loss or damage, direct or indirect, which Seller may suffer as a result of Buyer exercising such right.

12.5.3 Despite any prior acceptance of a Vessel (whether named in the Special Provisions or nominated or substituted pursuant to Section 12.2 or Section 12.4), Buyer shall have the right (which right may only be exercised prior to the passing of risk and title hereunder) to reject the Vessel in question on any reasonable ground if such Vessel is involved in any incident or more recent information regarding such Vessel becomes available to Buyer which indicates that the information relied upon by Buyer in previously accepting the Vessel was materially incorrect or incomplete.

12.5.4 In the case of CFR or CIF delivery, if the facilities at the Loading Terminal in question require the Vessel to be loaded from a floating storage facility, lighter or other Vessel by means of ship-to-ship transfer, such Berth shall be subject to Buyer's ship or Loading Terminal vetting procedures and Buyer may, on any reasonable ground and without liability, refuse the use of such facility for the purpose of loading the nominated Vessel.

12.5.5 Without derogating from any other reasonable grounds that may be available to Buyer, it shall be a reasonable ground for Buyer to reject or refuse a Vessel pursuant to this Section 12.5 if the Vessel either at the time of nomination or subsequently at any time up to the time of loading is not approved by any internal ship vetting system operated by Buyer or alternatively is determined by such internal ship vetting system to be unacceptable under Buyer's ship vetting policy and/or does not comply with Buyer's port clearance requirements.

12.6 Regulations at the Loading Terminal and/or Discharge Port

12.6.1 All restrictions at the Loading Terminal and at the Discharge Port with respect to maximum draft, length, deadweight, displacement, age, flag and the like, the procedures relevant to health, safety and Vessel operations and all applicable governmental, local and port authority regulations, and any other applicable requirements of whatever nature and howsoever communicated in force at the Loading Terminal and at the Discharge Port (including without limitation the requirements set out in Schedule C) shall apply to the Vessel.

12.6.2 Buyer shall provide all information regarding restrictions at the Discharge Port and such other Discharge Port requirements that are readily available to it, upon Seller's written request.



- 12.6.3 Despite anything to the contrary express or implied in this Section 12 or in Section 13 and Section 14.1, if the Vessel nominated by Seller does not comply with the foregoing provisions or any of them, Buyer or Buyer's customer may refuse to berth or discharge the Vessel in question.
- 12.7 Pumping. In the case of deliveries in bulk, Seller warrants that the Vessel will discharge its full homogeneous cargo within twenty-four (24) hours (or pro-rata in the case of a part cargo) or will maintain 100 PSI at the ship's rail, provided shore facilities permit discharge within such time or at such pressure and provided the Vessel does not leave the Berth for any reason. Time lost as a result of the Vessel being unable to discharge the cargo as stated above shall not count as Laytime or time on demurrage.
- 12.8 Alternative or Range of Discharge Port(s)
- 12.8.1 Where Buyer exercises any Discharge Port options in accordance with the Special Provisions or [Section 12.3.1a](#)) and available to Seller under the terms of the relevant charterparty:
- a) unless otherwise provided for in the Special Provisions, the price stated in the Special Provisions shall be adjusted by the freight differential calculated in accordance with such charterparty terms as evidenced solely by Vessel owner's confirmation or, if the Vessel has not been voyage chartered or chartered under a Contract of Affreightment, such rate as shall be mutually agreed between the parties in respect of such Discharge Port, provided always that any delays arising out of such failure to agree shall be for Buyer's account; and
- b) Buyer shall be liable for any additional costs incurred by Seller, including but not limited to deviation costs and costs in respect of any additional bunker consumption.
- 12.9 Loaded Details (CFR and CIF Deliveries). As soon as possible after the loading has been completed, Seller shall notify Buyer of the actual quantity(ies) loaded and the latest ETA of the Vessel at the Discharge Port.
- Section 13 Arrival of Vessel, Berth, Discharge, etc.**
- 13.1 Arrival of Vessel. Seller shall arrange for its Vessel to report its ETA to the Discharge Port, with a copy to Buyer, at least seventy-two (72), forty-eight (48) and twenty-four (24) hours prior to its arrival and otherwise in accordance with the standard reporting procedure applicable from time to time at the Discharge Port in question.
- 13.2 Berth.
- 13.2.1 Subject to compliance by Seller's nominated Vessel with all other requirements of the Discharge Port at the time in question, Buyer shall provide or cause to be provided free of charge to Seller (subject to the provisions of [Section 43](#)) a Berth to be indicated by Buyer or its representative at which the Vessel can when fully laden safely reach and leave and where it can lie and discharge always safely afloat.
- 13.2.2 Buyer shall at all material times and at no expense to Seller provide and maintain or cause to be provided and maintained, in good working order, all necessary flexible hoses, connections, pipelines and tankage facilities necessary for the discharging of the Vessel.
- 13.2.3 Buyer shall not be deemed to warrant the safety of any channel, fairway or other waterway used in approaching or departing from the Berth designated by Buyer. Buyer shall not be liable for any loss, damage, injury or delay to Vessel resulting from the use of such waterways; or any damage to the Vessel caused by other users of the waterway as aforesaid.
- 13.2.4 Despite Buyer's obligations under [Section 13.2](#), where Buyer has purchased the Feedstock on board a named Vessel, Seller represents to Buyer and warrants that the named Vessel can berth and discharge the contractual quantity of Feedstock at the Discharge Port regardless of whether the contractual quantity is a whole or part cargo and irrespective of the port scheduling of the Vessel. Failure to comply with this term shall entitle Buyer to refuse to berth the named Vessel. Any costs incurred by Seller in providing a substitute Vessel, or lightering and/or transshipping the Feedstock at the Discharge Port including demurrage shall be for the account of Seller.
- 13.3 Discharge. Buyer shall arrange for each Vessel to be discharged as expeditiously as possible.
- 13.4 Shifting. Buyer shall have the right to shift the Vessel from one Berth to another. All costs, including but not limited to damages for delay, shall be for Buyer's account if such shifting is for Buyer's purposes and otherwise shall be for Seller's account.

- 13.5 Lightering and Transshipment
- 13.5.1 Vessels shall not be compelled to lighter at the Discharge Port, but if any lightering shall be undertaken at the request of Buyer the expense thereof shall be for Buyer's account and all time expended in connection with such lightering shall count as running hours for the purposes of calculating the liability for demurrage under the provisions of [Section 14](#).
- a) Any lightering operations shall be carried out in accordance with the procedures set out in the ICS/OCIMF Ship-to-Ship Transfer Guides. The lightering Vessel shall be subject to Seller's prior acceptance, which shall not be unreasonably withheld.
- b) Any ship-to-ship transfer (transshipment) operations shall be carried out in accordance with the procedures set out in the ICS/OCIMF Ship-to-Ship Transfer Guides. The receiving Vessel shall be subject to Seller's prior acceptance, which shall not be unreasonably withheld.
- c) Except in relation to any ship-to-ship transfer carried out at the request of and for the purposes of Seller, any ship-to-ship transfer operation shall only be carried out with Seller's express consent and shall only be carried out outside port limits and at Buyer's sole risk and Buyer shall be liable to Seller in respect of all time spent in excess of permitted running hours calculated at the relevant demurrage rate despite the Vessel being outside port limits, and for all and any losses, costs, damages and proceedings arising therefrom and Buyer shall indemnify Seller in respect thereof. This [Section 13.5.1](#) shall not be included in the scope of [Section 47.1](#).
- 13.5.2 All time used for any lightering operation (excluding any time consumed for the purposes set out in [Section 14.2.5](#)) shall be counted or included in calculating the time taken by Buyer to discharge the Vessel or the time in respect of which Buyer is liable for demurrage. Any additional steaming and/or waiting time used solely for the purposes of any lightering operation shall count as Laytime or, if the Vessel is on demurrage, as demurrage.
- 13.5.3 Except in relation to any lightering carried out at the request of and for the purposes of Seller, any lightering operation carried out shall be at Buyer's risk and Buyer shall be liable to Seller in respect of any losses, costs, damages and proceedings arising therefrom and shall indemnify Seller in respect thereof. This [Section 13.5.3](#) shall not be included in the scope of [Section 47.1](#).
- 13.5.4 In relation to any dispute as to quantity when lightering or ship-to-ship transfers have been undertaken the first laden Vessel's figures (not being a lightering Vessel or a receiving Vessel) shall prevail, subject always to the provisions of [Section 41.4](#).

Section 14 Laytime, Delays and Demurrage

- 14.1 Time Allowed
- 14.1.1 In the case of deliveries in bulk, Seller warrants that the Vessel is capable of discharging its cargo at a rate of at least 200 metric tons per hour, per grade, or maintaining 100 PSI at ships rail (during discharge operations), provided shore facilities are capable of receiving same. If the Vessel fails to maintain the foregoing rate while pumping, the difference in time between this rate and the actual time at a lower rate will be added to allowed laytime or if the vessel fails to maintain the foregoing pressure, the actual time pumping at a lower pressure will be added to the allowed laytime. Laytime and demurrage are to be calculated and settled in accordance with the provisions of the charterparty, irrespective and independent of any laytime and demurrage calculations under charterparties for other part cargo(es) onboard.



- 14.2 Running Hours
- 14.2.1 Subject to [Section 14.2.2](#), running hours shall commence Berth or no Berth either:
- six (6) hours after a valid NOR is tendered to Buyer or their representative by the master of the Vessel (or the master's representative) after its arrival at the Discharge Port; or
 - if the Vessel moves directly to the Berth, when the Vessel is securely moored at the Berth, whichever is the earlier.
- 14.2.2 In the case of DAP delivery:
- should the Vessel arrive at the Discharge Port such that running hours pursuant to [Section 14.2.1](#) above commence at a time within the Arrival Date Range then the time allowed and damages for delay shall be computed in all respects in accordance with this [Section 14](#);
 - should the Vessel arrive at the Discharge Port such that running hours pursuant to [Section 14.2.1](#) above would commence at a time prior to the Arrival Date Range, then despite anything to the contrary in [Section 14.3](#), time shall not count against Buyer whether as time allowed for discharge or as demurrage until 00.01 hours (local time) on the first day of the Arrival Date Range or on commencement of discharge, whichever is earlier; and
 - should the Vessel arrive at the Discharge Port after the last day of the Arrival Date Range, and provided that the vessel is accepted for discharging by Buyer in its sole and absolute discretion and without prejudice to any of Buyer's other rights, running hours shall commence only on commencement of discharge and, save as aforesaid, [Section 14](#) shall apply in full.
- 14.2.3 Time shall cease upon final disconnection of discharging hoses after completion of discharge of the cargo. However, time shall recommence two (2) hours after disconnection of hoses if the Vessel is delayed in its departure due to Buyer's or Buyer's receiver's purposes and shall continue until the termination of such delay.
- 14.2.4 Such valid NOR may be tendered at any time after the Vessel has arrived within the customary anchorage or waiting place of the Discharge Port or, if the Vessel moves directly to the Berth, when the Vessel is securely moored at the Berth.
- 14.2.5 Any delay arising out of or in connection with any of the following situations shall not be counted or included in calculating the time taken by Buyer to discharge the cargo or the time in respect of which Buyer is liable for demurrage (whether or not the Vessel is already on demurrage):
- awaiting tide, tugs, pilot, daylight, ice, prior to berthing;
 - awaiting immigration, customs or pratique;
 - on an inward passage until the Vessel is securely moored at the Berth;
 - preparing for and handling or shifting of ballast, bilges, slops or other substances or bunkering unless concurrent with cargo operations;
 - restrictions imposed by the owner, Charterer or master of the Vessel;
 - any breakdown of the Vessel's equipment or failure to comply with the requirements of the Discharge Port with respect to equipment aboard;
 - time spent complying with any of the regulations and other requirements referred to in [Section 12.6](#);
 - any other delay attributable to the Vessel, Seller or agents of Seller; or
 - any onboard strike, lockout, stoppage or restraint of labour by members of the crew.
- 14.3 Demurrage
- 14.3.1 If the Feedstock is not discharged within the time allowed in accordance with [Section 14.1](#), Buyer shall pay to Seller demurrage, in the same currency as is prescribed for payment of the Feedstock delivered under the Agreement, in respect of the excess time at the appropriate rate per day (or pro rata for part of a day) as hereinafter specified, always provided that, if by reason of her own deficiencies the Vessel cannot maintain an average pumping rate as specified in [Section 12.7](#) from the time of commencing pumping, any additional time used solely by reason of such deficiencies shall be deducted in calculating the time (if any) in respect of which Buyer is liable for demurrage as herein provided. Buyer's liability for demurrage shall be absolute and not excused by or subject to the provisions of [Section 46](#), but in the event of delay directly attributable to fire or explosion or the breakdown or failure of equipment, plant or machinery at the Discharge Port (not resulting from want of due diligence by Buyer), act of war, civil commotion, or arrest or restraint of princes, rulers or peoples, the rate of demurrage shall be reduced by one half for the period of such delay.
- 14.3.2 The appropriate rate of demurrage shall be either:
- the rate, if any, specified in the Special Provisions; or
 - the applicable single voyage charterparty rate or applicable Contract of Affreightment rate, as evidenced solely by Vessel owner's confirmation; or
 - for owned or time chartered Vessels, or where no single voyage / Contract of Affreightment charterparty rate is available, the Worldscale demurrage rate per day corrected by the LTBP Average Freight Rate Assessment (AFRA) applicable for the performing Vessel during the month in which the NOR is tendered, irrespective of the performance period mentioned in the relevant publications.
- 14.3.3 Any demurrage claim must be notified to Buyer in writing within ninety (90) days of the date of disconnection of discharging hoses, with full supporting documentation. If Seller fails to give such notice or provide such documentation within the above time limit, then Seller's claim shall be deemed to have been waived and any liability of Buyer for demurrage shall be extinguished.
- 14.4 Time Allowed and Damages for Delay where delivery is on a CIF or CFR basis and Seller provides an Indicative Arrival Date Range
- 14.4.1 Should the Vessel arrive at the Discharge Port such that running hours pursuant to [Section 14.2.1](#) above commences at a time within the Indicative Arrival Date Range given by Seller then the time allowed and damages for delay shall be computed in all respects in accordance with this [Section 14](#).
- 14.4.2 Should the Vessel arrive at the Discharge Port such that running hours pursuant to [Section 14.2.1](#) above would commence at a time prior to the Indicative Arrival Date Range given by Seller, then despite anything to the contrary in [Section 14.3](#), time shall not count against Buyer whether as time allowed for discharge or as demurrage until 0001 hours (local time) on the first day of the Indicative Arrival Date Range or on commencement of discharge, whichever is earlier.
- 14.4.3 Should the Vessel arrive at the Discharge Port after the last day of the Indicative Arrival Date Range given by Seller, then [Section 14.2.1](#) shall be modified to the extent that running hours shall commence Berth or no Berth thirty-six (36) hours after NOR is tendered or on commencement of discharge, whichever is the earlier. Save as aforesaid, [Section 14](#) shall apply in full.



PART THREE (A) In Respect of Barge (FOB, CFR and CIF) Deliveries for North-West Europe

Section 15 Applicability

- 15.1 The provisions of PART One and PART Two shall apply, where appropriate, except as specified elsewhere in this Part Three (A).
- 15.2 The provisions of this Part Three (A) shall apply to all contracts for the sale of Feedstock to be delivered FOB, CFR or CIF into, out of or within the North-West European area by Barge.

Section 16 Nominations in Respect of FOB Deliveries

- 16.1 Buyer shall give no less than forty-eight (48) hours' notice of Barge ETA. Such forty-eight (48) hour period shall exclude any non-London Working Days. ("London Working Day" means a day when banks in London are open for the transaction of normal banking business.)
- 16.2 Buyer's notice of the Barge ETA (the "Nomination") shall include:
- the full Barge name and its registration number;
 - the Barge's three (3) previous cargoes;
 - actual quantity, narrowed to include any minimum/maximum tolerances;
 - Feedstock type to be loaded;
 - destination of the Barge;
 - the Barge commercial operator's name and address;
 - Buyer's VAT number and country of such VAT registration;
 - consignee's name, address, valid EU VAT and excise warehouse and/or customs or entrepot warehouse license numbers (if applicable);
 - fiscal and end destination (if it differs from the consignee);
 - full documentary instructions;
 - confirmation that the Barge complies with the requirements of Schedule C hereto, as applicable; and
 - Barge ETA at Loading Terminal.
- 16.3 Any modification to a Nomination will be treated as a new Nomination.
- 16.4 Nominations received at or after 1400 hours London time will be deemed to have been received at 0900 hours London time on the following London Working Day, except on Fridays when any Nomination received at or after 1300 hours London time will be deemed to have been received at 0900 hours London time on the following London Working

Section 17 Nominations in Respect of CFR and CIF Deliveries

- 17.1 Seller's Nomination
- 17.1.1 Seller shall give no less than forty-eight (48) hours' notice of Barge ETA at the Discharge Port. Such forty-eight (48) hour period shall exclude any non-London Working Days.
- 17.1.2 Seller's Nomination shall include:
- the full Barge name and its registration number;
 - the Barge's three (3) previous cargoes;
 - actual quantity, narrowed to include any minimum/ maximum tolerances;
 - Feedstock type to be loaded;
 - Loading Terminal;
 - if Barge has yet to arrive at Loading Terminal, Barge ETA at the Loading Terminal;
 - the Barge commercial operator's name and address;
 - Seller's VAT registration number and country of such VAT registration which Seller intends to use on the sales tax invoice to be issued; and
 - confirmation that the Barge complies with the requirements of Schedule C hereto, as applicable; and
 - the Barge ETA at Discharge Port.
- 17.1.3 Any amended Nomination received will be treated as a new Nomination.
- 17.2 Buyer's Confirmation
- 17.2.1 Buyer shall, within one (1) London Working Day of Seller's Nomination, notify Seller of:
- Buyer's VAT number and country of such VAT registration;
 - consignee's name, address, valid EU VAT and excise warehouse and/or custom or entrepot warehouse license numbers (if applicable); and

- fiscal and end destination (if it differs from the consignee);
- the Discharge Port, if not already specified in the Special Provisions. No change to the Discharge Port so nominated or specified shall be made without Seller's prior written acceptance which shall not be unreasonably withheld and provided always that:
 - such alternative discharge port is allowable pursuant to the Barge
 - charterparty or Barge fixture (as applicable); and
 - the provisions of Section 12.8 shall apply;
- full written instructions regarding the particulars and destination of any bills of lading and/or such other customary Loading Terminal documentation which may be required (and, for the avoidance of doubt, Buyer shall be liable for all costs resulting from any delays in loading Feedstock hereunder due to a failure by Buyer to supply such information in a timely manner). Seller shall have the right to issue its own instructions if such instructions are not so provided by Buyer; and
- Seller shall have the right to issue its own instructions if such instructions are not so provided by Buyer before completion of loading.

Section 18 Laytime

- 18.1 The Laytime allowed for loading in respect of FOB deliveries or discharging in respect of CFR or CIF deliveries shall be one half of the total Laytime allowance or free hours given by the Barge owner to the Charterer as specified in the transportation agreement, or as per Tankschiff Transport Bedingungen rules latest edition ("TTB Rules") whichever is the greater.

Section 19 Demurrage

- 19.1 Except as hereinafter provided, for all time used that exceeds the Laytime, demurrage will be payable in Euros. Demurrage shall be computed at the rate per hour payable to the Barge owner specified in the transportation agreement or as per the rates published by the Bundesverband Der Deutschen Binnenschifffahrt E.V. (Federal Law Gazette), latest edition, whichever is lower.
- 19.2 Time shall start in accordance with the TTB Rules save that if delivery is FOB:
- 19.2.1 If the Barge arrives on the nominated ETA and the nomination period has expired, time will start upon arrival of the Barge. If the nomination period expires after the Barge arrival date and time, time shall start upon expiration of the nomination period or at commencement of loading operations, whichever occurs first.
- 19.2.2 If the Barge arrives prior to the nominated ETA and the nomination period has expired, time shall start at 0001 on the nominated ETA. If the nomination period expires after 0001 on the nominated ETA, time will start when the nomination period expires. If the Barge starts to load before any of the events mentioned within this Section 19.2.2, time will start then.
- 19.2.3 If the Barge arrives after the nominated ETA but within the Laydays, time shall start forty-eight (48) hours after arrival or at commencement of loading, whichever occurs first.
- 19.2.4 If the Barge arrives after the ETA and outside of the Laydays, time shall start at commencement of loading.
- 19.2.5 Where the Agreement is concluded at a time when it is not possible for Buyer to give a timely Nomination in accordance with Section 17.1.1, time shall start in accordance with this Section 19.2 save that the nomination period will be deemed to have expired in all cases.
- 19.3 Time shall end when the cargo documents are on board of the Barge or when the Barge vacates the berth, whichever occurs first. If the timesheet does not show when documents are received on board at the Loading Terminal (in respect of FOB deliveries) or the Discharge Port (in respect of CFR or CIF deliveries), Laytime or time on demurrage shall end two (2) hours after hoses are disconnected as indicated on the timesheet, or the last operational entry as indicated on the timesheet, whichever is earlier.
- 19.4 Laytime is reversible. Any Laytime not used at the Loading Terminal or Discharge Port (as applicable) shall be given as extra Laytime or free hours. Partial hours in the demurrage calculations for load and discharge operations are to be rounded up to the nearest full hour.
- 19.5 Demurrage will not exceed (a) in the case of FOB deliveries the amount payable to the owners of the Barge in respect of loading of the Barge at the Loading Terminal or (b) in the case of CIF or CFR deliveries the amount payable to the owners of the Barge in respect of the discharge of the Barge at the Discharge Port.



- 19.6 Any demurrage incurred due to bad and/or adverse weather conditions, ice and low water levels shall be calculated at half the demurrage rate.
- 19.7 Demurrage will not be payable if it is due to or as a consequence of fault of the Barge or its Master or crew, handling or shifting of ballast, bilges, slops, fresh water, Barge supplies or other substance(s), or bunkering not accomplished concurrently with loading/discharging operations.
- 19.8 All demurrage claims must be fully documented and submitted within thirty (30) days from the date of the bill of lading (bill of lading date to count as day one), failing which they shall be time-barred. If a claim is received on the final London Working Day in the thirty (30) day period, it must be received by no later than 1300 London time. Claims received on non-London Working Days will be deemed as received on the subsequent London Working Day at 0900. All demurrage claims are to be submitted with legible clear copies of the following:
 - 19.8.1 the Barge owner's demurrage invoice, time sheet and Laytime and demurrage calculation;
 - 19.8.2 a copy of the Barge Nomination including evidence of the date and time it was sent; and
 - 19.8.3 signed and/or stamped Loading Terminal and Discharge Port time sheets.
- 19.9 Demurrage claims are to be submitted in writing to the appropriate email address, fax or postal address specified in the Special Provisions.

Section 20 Unknown Load or Discharge Location

- 20.1 FOB Deliveries
 - 20.1.1 Where the Agreement requires Seller to nominate the Loading Terminal, if the Loading Terminal has not been nominated by Seller by the time when Buyer issues the Barge Nomination, Seller shall nominate the Loading Terminal before 1600 London time on the day before the nominated ETA. If the nominated ETA is during a Saturday or Sunday, Seller shall nominate the Loading Terminal to Buyer before 1600 London time on the preceding Friday. Loading Terminal nominations received outside office hours will be dealt with by Buyer on a "best intentions" basis. If the Loading Terminal is not nominated to Buyer before 1600 London time, Buyer reserves the right to claim demurrage from 0001 on the ETA until Seller's nomination of the Loading Terminal is received. Demurrage will resume upon the Barge's arrival at the nominated Loading Terminal and end as per [Section 19](#).
- 20.2 CIF or CFR Deliveries. Where the Agreement requires Buyer to nominate the Discharge Port, if the Discharge Port has not been nominated at the time when Seller issues the Barge Nomination, Buyer shall nominate the Discharge Port within twenty-four (24) hours of Seller's Nomination, failing which Seller reserves the right to claim demurrage from 0001 on the ETA until Buyer's nomination of the Discharge Port is received. Demurrage will resume upon the Barge's arrival at the nominated Discharge Port and end as per [Section 21](#).

Section 21 Security

- 21.1 For the purpose of calculating demurrage applicable to FOB deliveries, Laytime shall not start counting until such time that Seller has received a valid Nomination and where required, Security in such form as may be required in accordance with the Agreement.

Section 22 Part Cargo

- 22.1 If the Barge is loading and/or discharging for the account of more than one party and/or at more than one terminal, demurrage shall be prorated in accordance with the following:
 - 22.1.1 where more than one parcel of cargo is loaded and/or discharged concurrently, demurrage shall be prorated against the total gross quantity of cargo in metric tons loaded on board the Barge as specified in the bill of lading;
 - 22.1.2 where more than one parcel of cargo is loaded and/or discharged consecutively, each seller or buyer (as applicable) shall be liable for the time taken to load and/or discharge their parcel of cargo only. Any time where the Barge is not loading and/or discharging shall be shared between the relevant parties, prorated against the total gross quantity of cargo in metric tons on board the Barge as specified in the bill of lading;
 - 22.1.3 where more than one parcel of cargo is loaded and/or discharged at more than one port, terminal, berth and/or jetty, demurrage shall be calculated separately in relation to each individual port, terminal, berth and/or jetty in accordance with [Section 18](#), [Section 19](#), [Section 20](#) and [Section 21](#) as applicable, and where relevant thereafter prorated in accordance with [Sections 22.1.1](#) and [Section 22.1.2](#).



PART THREE (B) In Respect of Barge (FOB, CFR, CIF, and DAP) Deliveries for U.S. Domestic

Section 23 Applicability

- 23.1 The provisions of Part One and Part Two shall apply, where appropriate, except as specified elsewhere in this Part Three (B)
- 23.2 The provisions of this Part Three (B) shall apply to contracts for the sale of Feedstock to be delivered FOB, CFR, CIF or DAP within the U.S. by Barge.

Section 24 Nominations in Respect of FOB Deliveries

- 24.1 Buyer shall give no less than forty-eight (48) hours' notice of Barge ETA. Such forty-eight (48) hour period shall exclude any non-Business Days.
- 24.2 Buyer's notice of the Nomination (as defined in Section 16.2) shall include:
 - a) the full Barge and Tug names and registration numbers;
 - b) the Barge's three (3) previous cargoes;
 - c) actual quantity, narrowed to include any minimum/maximum tolerances;
 - d) Feedstock type to be loaded;
 - e) Destination (if known) of the Barge;
 - f) the Barge and Tug commercial operator's name and address;
 - g) full customary documentary instructions; and
 - h) Barge ETA at Loading Terminal.

Cargo (Gross Standard Volume)	Laytime
Up to 19,999 barrels	12 hours
20,000-29,999 barrels	13 hours
30,000-39,999 barrels	14 hours
40,000-49,999 barrels	15 hours
50,000-59,999 barrels	16 hours
60,000-69,999 barrels	17 hours
70,000-79,999 barrels	18 hours
80,000-89,999 barrels	19 hours
90,000-99,999 barrels	20 hours
100,000-109,999 barrels	21 hours
110,000-119,999 barrels	22 hours
120,000-149,999 barrels	23 hours
150,000- barrels or more	24 hours

- 24.3 Any modification to a Nomination will be treated as a new Nomination.
- 24.4 Nominations received at or after 1700 hours (Central Standard Time ("CST")) will be deemed to have been received at 0900 hours (CST) on the following Business day.

Section 25 Nominations in Respect of CFR and CIF Deliveries

- 25.1 Seller's Nomination
- 25.1.1 Seller shall give no less than forty-eight (48) hours' notice of Barge ETA at the Discharge Port. Such forty-eight (48) hour period shall exclude any non-Business Days.
- 25.1.2 Seller's Nomination (as defined in Section 16.2) shall include:
 - a) the full Barge and Tug names and registration numbers;
 - b) the Barge's three (3) previous cargoes;
 - c) actual quantity, narrowed to include any minimum/maximum tolerances;
 - d) Feedstock type to be loaded;
 - e) Loading Terminal;
 - f) if Barge has yet to arrive at Loading Terminal, Barge ETA at the Loading Terminal
 - g) the Barge and Tug commercial operator's name and address; and
 - h) Barge ETA at Discharge Port.
- 25.1.3 Any amended Nomination received will be treated as a new Nomination.

- 25.2 Buyer shall, within one (1) Business Day of Seller's Nomination, notify Seller of:
 - a) consignee's name, address, valid excise warehouse and/or custom or entropot warehouse license numbers (if applicable); and
 - b) fiscal and end destination (if it differs from the consignee); and
 - c) the Discharge Port, if not already specified in the Special Provisions. No change to the Discharge Port so nominated or specified shall be made without Seller's prior written acceptance which shall not be unreasonably withheld and provided always that:
 - i) such alternative Discharge Port is allowable pursuant to the Barge charterparty; and
 - ii) the provisions of Section 12.8 shall apply; and
 - iii) full written instructions regarding the particulars and destination of any bills of lading and/or such other customary Loading Terminal documentation which may be required (and, for the avoidance of doubt, Buyer shall be liable for all costs resulting from any delays in loading Feedstock hereunder due to a failure by Buyer to supply such information in a timely manner). Seller shall have the right to issue its own instructions if such instructions are not so provided by Buyer.
- 25.3 Nominations received at or after 1700 hours (CST) will be deemed to have been received at 0900 hours (CST) on the following Business Day.

Section 26 Nominations in Respect of DAP Deliveries

- 26.1 Seller shall give no less than forty-eight (48) hours' notice of Barge ETA. Such forty-eight (48) hour period shall exclude any non-Business Days.
- 26.2 Seller's Nomination shall include:
 - a) the full Barge and Tug names and registration numbers;
 - b) the Barge's three (3) previous cargoes;
 - c) actual quantity, narrowed to include any minimum/maximum tolerances;
 - d) Feedstock type to be delivered;
 - e) Loading Terminal;
 - f) the Barge's and Tug's commercial operator's name and address;
 - g) full customary documentary instructions; and
 - h) Barge ETA at Discharge Port.
- 26.3 Any modification to a Nomination will be treated as a new Nomination.

Section 27 Laytime

- 27.1 For inland Barges: The Laytime allowed for (i) loading (in respect of FOB deliveries) shall be 3000 barrels per hour plus three (3) hours after a valid NOR has been tendered, and (ii) discharging (in respect of DAP, CFR or CIF deliveries) shall be 2500 barrels per hour, plus three (3) hours after NOR has been tendered. The foregoing only applies to 10,000 and 30,000 barrels barges.

Section 28 Demurrage

- 28.1 Except as hereinafter provided, for all time used that exceeds the allowed Laytime, demurrage will be payable in U.S. Dollars. For single voyage and Contract of Affreightment charterparties, the demurrage shall be computed at the rate per hour payable to the Barge owner specified in the applicable charterparty or transportation agreement. In the event of time chartered Barge, demurrage shall be computed at the rate provided for in the Special Provisions. If no rate is provided for in the Special Provisions, then demurrage shall be based upon three independent broker's market assessment of the average rate for the month of loading obtained by the party chartering the Barge.
- 28.2 For inland Barges
- 28.2.1 Time shall start:
 - a) If the Barge arrives within the nominated load or discharge window time will start from the time at which a valid NOR is tendered upon arrival at the customary anchorage or as designated by the shore facility.
 - b) If the Barge arrives prior to the nominated load or discharge window, time shall start at 0001 on the first day of the nominated load window or upon all fast, whichever occurs first.
 - c) If the Barge arrives after the nominated load or discharge window, time shall start at all fast.
 - d) Where the Agreement is concluded at a time when it is not possible for Buyer (in respect of FOB deliveries) or Seller (in respect of CIF, CFR, DAP deliveries) to give a timely Nomination in accordance with Section 25.1.1 or Section 25.1.2 as applicable, time shall start at all fast.
 - e) Time shall end when the Barge is released by the Loading Terminal or Discharge Port (as applicable).



- 28.3 For sea-going Barges:
- 28.3.1 Time shall start:
 - a) If the Barge arrives within the nominated load or discharge window time will start at the time that a valid NOR is tendered or at all fast, whichever occurs first.
 - b) If the Barge arrives prior to the nominated load or discharge window, time shall start at 0001 on the first day of the nominated load window or upon all fast, whichever occurs first.
 - c) If the Barge arrives after the nominated load or discharge window, time shall start upon all fast.
 - d) Where the Agreement is concluded at a time when it is not possible for Buyer (in respect of FOB deliveries) or Seller (in respect of CIF, CFR, DAP deliveries) to give a timely Nomination in accordance with [Section 25.1.1](#) or [Section 25.1.2](#) as applicable, time shall start at all fast.
 - e) Time shall end upon disconnection of hoses.

- 28.4 For all US Domestic Barges:
- 28.4.1 In addition to Section 28.2.1 or Section 28.3.1, as applicable:
 - a) Except as herein provided, for all time used that exceeds the allowed Laytime, Buyer (in respect of CIF, CFR, DAP deliveries) or Seller (in respect of FOB deliveries) shall pay demurrage upon verification of the claim. In no event shall Buyer or Seller (as applicable) be liable for payment of demurrage herein in excess of that amount actually paid to the Barge owner/operator by Buyer or Seller (as applicable) for demurrage related to the cargo delivered pursuant to the Agreement.
 - b) Any demurrage incurred due to bad and or adverse weather conditions, ice and low water levels or breakdown of terminal or plant shall be calculated at half the demurrage rate.
 - c) Demurrage will not be payable if it is due to or as a consequence of a fault of the Barge or its Master or crew, handling or shifting of ballast, bilges, slops, fresh water, Barge supplies or other substance(s), or bunkering not accomplished concurrently with loading/discharging operations.
 - d) All demurrage claims must be fully documented and submitted within ninety (90) days from the date of the bill of lading (bill of lading date to count as day one) for FOB cargoes, and within ninety (90) days of the completion of discharge (completion of discharge date to count as day one) for CIF, CFR and DAP deliveries, failing which they shall be time-barred. Demurrage claims must be accompanied by such supporting data and other documentation as Buyer or Seller (as applicable) may reasonably request.

Section 29 Unknown Load or Discharge Location

- 29.1 FOB Deliveries. Where the Agreement requires Seller to nominate the Loading Terminal, if the Loading Terminal has not been nominated by Seller by the time when Buyer issues the Barge Nomination, Seller shall nominate the Loading Terminal before 1600 (local time at Loading Terminal location) on the day before the nominated ETA. If the nominated ETA is during a Saturday or Sunday, Seller shall nominate the Loading Terminal to Buyer before 1600 on the preceding Friday (local time at Loading Terminal location). Loading Terminal nominations received outside office hours will be dealt with on a "best intentions" basis. If the Loading Terminal is not nominated to Buyer before 1600 (local time at Loading Terminal location) Buyer reserves the right to claim demurrage from 0001 on the ETA until Seller's nomination of the Loading Terminal is received. Demurrage will resume upon the Barge's arrival at the nominated Loading Terminal and end as per [Section 28](#).
- 29.2 CIF, CFR, or DAP Deliveries. Where the Agreement requires Buyer to nominate the Discharge Port, if the Discharge Port has not been nominated at the time when Seller issues the Barge Nomination, Buyer shall nominate the Discharge Port within twenty-four (24) hours of Seller's Nomination, failing which Seller reserves the right to claim demurrage from 0001 on the ETA until Buyer's nomination of the Discharge Port is received. Demurrage will resume upon the Barge's arrival at the nominated Discharge Port and end as per [Section 28](#).

Section 30 Security

- 30.1 For the purpose of calculating demurrage applicable to FOB deliveries, Laytime shall not start counting until such time that Seller has received a valid Nomination and where required, Security in such form as may be required in accordance with the Agreement.

Section 31 Part Cargo

- 31.1 If the Barge is loading and/or discharging for the account of more than one party, used laytime or demurrage if the Barge is on demurrage, shall be prorated as follows:
 - 31.1.1 where more than one parcel of cargo is loaded and/or discharged concurrently, used laytime or demurrage if the Barge is on demurrage, shall be prorated against the total quantity of cargo loaded and/or discharged at the same berth as per an inspector's report or as per the Barge log;
 - 31.1.2 where more than one parcel of cargo is loaded and/or discharged consecutively, each seller or buyer (as applicable) shall be liable for the time taken to load and/or discharge its parcel of cargo only. Any time where the Barge is not loading and/or discharging shall be shared between the relevant parties, prorated against the total quantity of cargo loaded and/or discharged at the same berth as per an inspector's report or as per the Barge log;
 - 31.1.3 where more than one parcel of cargo is loaded and/or discharged at more than one port, terminal, berth and/or jetty, demurrage shall be calculated separately in relation to each port, terminal, berth and/or jetty in accordance with [Section 27](#), [Section 31](#), [Section 29](#) and [Section 30](#) as applicable, and where relevant thereafter prorated in accordance with [Sections 31.1.1](#) and [Section 31.1.2](#).
- 31.2 For part cargoes, a minimum of 12 hours Laytime shall be allowed to Buyer or Seller (as applicable).



PART FOUR

In Respect of Ex Tank, Into Tank, In Situ (Stock Transfer) and Free Into Pipeline ("FIP") Deliveries

Section 32 Delivery

- 32.1 Ex Tank Deliveries. "Ex Tank" shall mean the delivery of Feedstock by Seller to Buyer in bulk from the storage tank designated by Seller.
- 32.2 Into Tank Deliveries. "Into Tank" shall mean the delivery of Feedstock by Seller to Buyer in bulk into the storage tank designated by Buyer.
- 32.3 In Situ (Stock Transfer). "In Situ" shall mean the sale and purchase of Feedstock in bulk located at the time specified in the Special Provisions within the storage tank designated by Buyer and agreed by Seller and without any obligation of physical delivery by Seller to Buyer.
- 32.4 Free Into Pipe ("FIP") Deliveries. "FIP" shall mean the delivery of Feedstock by Seller to Buyer in bulk at the Loading Terminal's pipeline system designated by Buyer.

Section 33 Nominations

- 33.1 In the case of Ex Tank, Into Tank or In Situ deliveries, nominations shall be made in accordance with the standard operating procedures of the relevant storage company(ies).
- 33.2 In the case of a FIP delivery, nominations shall be made in accordance with the standard operating procedures of the relevant pipeline operating company(ies).

Section 34 Risk and Title

- 34.1 The risk and title in the Feedstock delivered under the Agreement shall pass to Buyer:
 - 34.1.1 in the case of an Ex Tank delivery, as the Feedstock passes the outlet flange of Seller's storage tank from which the Feedstock is being delivered; or
 - in the case of an Into Tank delivery, as the Feedstock passes the inlet flange of Buyer's receiving storage tank; or
 - 34.1.2 where delivery is effected In Situ (by way of stock transfer), at such time and day and in such tank(s) as shall either be specified in the Special Provisions or as agreed between the parties prior to such transfer being effected and, where applicable, confirmed by the owner/operator of such tank(s); or in the case of a FIP delivery, as the Feedstock passes the inlet flange of Buyer's receiving pipeline system.



PART FIVE

In Respect of Deliveries in Bulk to/by Road Tanker/Rail Tank Cars FCA, CPT, CIP, DAP and DDP

Section 35 Nominations

- 35.1 All nominations and other conditions relating to the delivery of Feedstock in bulk into or by road tankers and/or rail tank cars shall, unless otherwise specifically agreed between the parties, be in accordance with the standard operating terms and procedures applied by the operator of the Loading Terminal.

Section 36 Risk and Title

- 36.1 For CPT or CIP Deliveries
- 36.1.1 The risk and title in the Feedstock delivered under the Agreement shall pass to Buyer as the Feedstock passes (a) the inlet manifold of the road tanker or rail tank car in question, as the case may be, in the case of bottom loading; or (b) the outlet of the Loading Terminal's flexible hose in the case of gravity fed top loading.
- 36.1.2 In the case of delivery in one or more Flexitank Container(s) or ISO Tank Container(s), notwithstanding any right of Seller to retain documents referred to in [Section 44.2](#) until payment, the risk and title in the Feedstock shall pass to Buyer as each Flexitank Container or ISO Tank Container (as the case may be) is loaded by Seller onto the road tanker or rail tank car at the Loading Terminal. Loading of each Flexitank Container or ISO Tank Container (as the case may be) on board the road tanker or rail tank car shall be carried out by Seller at Seller's cost.
- 36.2 For FCA Deliveries
- 36.2.1 The risk and title in the Feedstock delivered under the Agreement shall pass to Buyer as the Feedstock passes (a) the inlet manifold of the road tanker or rail tank car in question, as the case may be, in the case of bottom loading; or (b) the outlet of the Loading Terminal's flexible hose in the case of gravity fed top loading.
- 36.2.2 In the case of delivery in one or more Flexitank Container(s) or ISO Tank Container(s), notwithstanding any right of Seller to retain documents referred to in [Section 44.2](#) until payment, the risk and title in the Feedstock shall pass to Buyer:
- if the agreed delivery point is Seller's premises, when each Flexitank Container or ISO Tank Container (as the case may be), is loaded onto the road tanker or rail tank car; or
 - in any other case, when each Flexitank Container or ISO Tank Container (as the case may be) is placed at the disposal of the road tanker or rail tank car or another person nominated by Buyer at the Loading Terminal.
- 36.2.3 In case the agreed delivery point is Seller's premises, Seller shall load, at its cost, the Feedstock or the Flexitank Container or the ISO Tank Container (as the case may be) onto the road tanker or rail tank car.
- 36.2.4 In case the agreed delivery point is any other place than Seller's premises, Buyer shall load, at its cost, the Feedstock or the Flexitank Container or the ISO Tank Container (as the case may be) onto the road tanker or rail tank car.
- 36.2.5 In the case of delivery in a Flexitank Container, prior to delivery of the Feedstock to Buyer, Seller shall load, at its risk and cost, the Feedstock into a Container Owners Association certified Flexitank installed by Seller in a Flexitank Container. In the case of delivery in an ISO Tank Container, prior to delivery of the Feedstock to Buyer, Seller shall load, at its risk and cost, the Feedstock into an ISO certified Tank Container.
- 36.3 For DAP or DDP Deliveries
- 36.3.1 The risk and title in the Feedstock delivered under the Agreement shall pass from Seller to Buyer:
- on arrival of the road tanker at the agreed delivery point; or
 - at the moment that the locomotive used to transfer the rail tank cars from the Loading Terminal to the agreed delivery point/frontier is uncoupled from such rail tank cars at the agreed delivery point/frontier sidings.

Section 37 Acceptance of Road Tanker or Rail Tank Cars

- 37.1 For FCA Deliveries
- 37.1.1 Despite anything to the contrary express or implied elsewhere, Seller shall have the right to refuse, on any reasonable ground, to accept any road tankers or rail tank cars nominated by Buyer. Seller shall not be liable for any loss or damage, direct or indirect, which Buyer may suffer as a result of Seller exercising such right.
- Without derogating from any other reasonable grounds that may be available to Seller, it shall be a reasonable ground for Seller to reject or refuse any road tankers or rail tank cars pursuant to this Section if the road tankers or rail tank cars either at the time of nomination or subsequently at any time up to the time of loading are not approved by any internal vetting system operated by Seller.
- 37.2 For CPT, CIP, DAP and DDP Deliveries. Despite anything to the contrary express or implied elsewhere, Buyer shall have the right (which right may only be exercised prior to the passing of risk and title hereunder) to refuse, on any reasonable ground, to accept any road tankers or rail tank cars nominated by Seller. Buyer shall not be liable for any loss or damage, direct or indirect, which Seller may suffer as a result of Buyer exercising such right.
- Without derogating from any other reasonable grounds that may be available to Buyer, it shall be a reasonable ground for Buyer to reject or refuse any road tankers or rail tank cars pursuant to this Section if the road tankers or rail tank cars either at the time of nomination or subsequently at any time up to the time of loading are not approved by any internal vetting system operated by Buyer.

Section 38 Insurance

- 38.1 For FCA or CPT Deliveries. The responsibility for securing insurance shall rest wholly with Buyer.
- 38.2 For CIP Deliveries
- 38.2.1 Seller undertakes to procure and pay for insurance to the full value of the Feedstock shipped hereunder plus ten percent (10%). Such insurance, which shall operate from the time risk passes pursuant to [Section 36.1](#) at the Loading Terminal until the Feedstock reaches the agreed delivery point and is placed at the disposal of Buyer, shall be in accordance with the provisions of a Cargo Insurance Policy subject to Institute Cargo Clauses (A), and the benefit thereof shall accrue to Buyer upon the passing of risk in the shipment as provided for in the Agreement.
- 38.2.2 If requested by Buyer, Seller shall provide Buyer with the original certificate of insurance.
- 38.2.3 Seller shall procure and pay for any other insurance required by applicable law or statute.
- 38.3 For DAP or DDP Deliveries
- 38.3.1 The responsibility for securing insurance shall rest wholly with Seller until the Feedstock reaches the agreed delivery point and is placed at the disposal of Buyer.
- 38.3.2 Seller shall procure and pay for any other insurance required by applicable law or statute.

Section 39 Other Terms and Conditions Applicable to Delivery by Rail Tank Car

- 39.1 For FCA Deliveries. The rail tank cars shall be available to Seller for a maximum of seventy-two (72) hours between:
- the time at which the empty rail tank cars are made available to Seller at the Loading Terminal for loading; and
 - the time at which all loaded rail tank cars are made available at the Loading Terminal for collection by or on behalf of Buyer. Any time in excess thereof shall be charged at a rate per day per rail tank car (pro-rata for part of a day) either as specified in the Special Provisions or as charged to Buyer by the rail tank car owner.
- 39.2 For CPT, CIP, DAP or DDP deliveries. The rail tank cars shall be available to Buyer for a maximum of seventy-two (72) hours between:
- the time that the locomotive used to transfer the rail tank cars from the Loading Terminal to the agreed delivery point/frontier is uncoupled from such rail tank cars at the agreed delivery point/frontier; and
 - the time at which the empty rail tank cars are made available at the relevant delivery point/frontier for collection by or on behalf of Seller. All rail tank cars dispatched by Seller in one delivery shall be returned together.
- Any time in excess thereof shall be charged at a rate per day per rail tank car (pro-rata for part of a day) either as specified in the Special Provisions or as charged to Seller by the rail tank car owner.



PART SIX Applicable to each of Parts One, Two, Three, Four and Five

Section 40 Definitions

40.1 Definitions. In the Agreement (as hereinafter defined) unless the context otherwise requires:

Affiliate means a company or other legal entity which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a party. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the voting rights attached to the issued share capital of such company or other legal entity;

Affected Party Agreement shall have the meaning ascribed to it in [Section 51.2](#); means these General Terms and Conditions (including, where applicable, the Schedules attached hereto) together with the Special Provisions;

Arrival Date Range ASTM shall have the meaning ascribed to it in [Section 9.2](#); means the American Society for Testing and Materials; (i) a self-propelled vessel or towed/pushed dumb craft employed in port areas and sheltered waterways which is not classified as a sea-going vessel (inland Barge), and/or (ii) a towed/pushed dumb craft classified for sea-going trade (sea-going Barge);

Berth means a berth, dock, anchorage, submarine line, single point or single berth mooring facility, offshore location, alongside Vessels or lighters or any other loading or discharge place as may be indicated by the party in question;

Business Day unless the Agreement expressly provides to the contrary, means a day when banks are open for normal business in Buyer's place of business as noted in the notices section of the Special Provisions. Where the last day for any notice to be given under the Agreement falls on a day which is not a Business Day, such notice shall be given (by not later than the specified time, where applicable) on the last preceding Business Day;

Buyer means Buyer of Feedstock as specified in the Special Provisions;

CFR and CIF shall each have the meaning ascribed thereto in Incoterms 2020 (as amended from time to time), except as modified by the Agreement; further, if there is any inconsistency or conflict between Incoterms and the Agreement, the Agreement shall prevail;

Charterer means the person or entity chartering the performing Vessel.

Chevron means any of Chevron U.S.A. Inc. and its divisions and Affiliates, including without limitation REG International Trading & Commodities B.V., REG Marketing & Logistics Group LLC, Chevron U.S.A. Inc. (Singapore Branch);

COD means completion of discharge and is when pumping ceases at the Discharge Port for the quantity of the Feedstock deliverable to Buyer by each Vessel under the Agreement;

Contract of Affreightment means a contract for carriage of a specified quantity of goods in more than one (1) shipment during an agreed period;

CPT, CIP, DDP, DAP, and FCA shall each have the meaning ascribed thereto in Incoterms 2020 (as amended from time to time), except as modified by the Agreement; further, if there is any inconsistency or conflict between Incoterms and the Agreement, the Agreement shall prevail;

Day Delivery means a calendar day; means placing or procuring to place the Feedstock at the disposal of Buyer at the time and place agreed upon. "deliver" includes "procure to be delivered" and the term "delivery" shall be construed accordingly, and "deliverable" and "delivered" shall be similarly construed;

Discharge Port means the port or terminal at which the Feedstock to be delivered hereunder is or will be discharged or unloaded or, where the context requires, the operator, authority or governing body of such port or terminal;

EEA means European Economic Area;

Environment means the natural and man-made environment including but not limited to all or any of the following media, namely air (including air within buildings and other natural or man-made structures above or below the ground), water (including territorial waters, coastal and inland waters, surface and ground waters and waters in wells, boreholes, drains and sewers) and land (including surface land and subsurface strata and sea beds and river beds, wetlands or flood plains and any living organisms (including man), habitats or systems supported by those media.

EPA means the United States Environmental Protection Agency.

ETA in the case of FOB deliveries, means the estimated time and/or date or range of days of arrival of the Vessel at the Loading Terminal and, in the case of CFR, CIF and DAP deliveries, means the estimated time and/or date or range of days of arrival of the Vessel at the Discharge Port. Any ETA at the Discharge Port given hereunder shall not place Seller under any obligation to meet such date (other than to use its reasonable endeavours to ensure that the contract of carriage is consistent with the meeting of such date) and, for the avoidance of doubt, in the case of a CFR or CIF Agreement, shall not be construed as changing the nature of the Agreement;

EU means European Union;

EU qualified means that the Feedstock is or will be in free circulation within the EU and not subject to any import duties; "non-EU qualified" means Feedstock that does not fall within the meaning of EU qualified;

Ex Tank shall have the meaning ascribed thereto in Part Four;

Export License means an export license or other authorization;

Feedstock means feedstock(s) meeting the description in the Special Provisions, including any Sustainability Compliance Provisions;

FIP shall have the meaning ascribed thereto in Part Four;

Flexitank means a bladder or bag that can be fit into a standard ISO container called a "Flexitank Container" and be used for transport and/or storage of a non-hazardous bulk liquid.

FOB shall have the meaning ascribed thereto in Incoterms 2020 (as amended from time to time), except as modified by the Agreement; further, if there is any inconsistency or conflict between Incoterms and the Agreement, the Agreement shall prevail;

ICS means the International Chamber of Shipping;

Indicative Arrival Date Range shall have the meaning ascribed thereto in [Section 9.1](#);

In Situ and Into Tank shall each have the meaning ascribed thereto in Part Four;

ISCC means International Sustainability and Carbon Credit

ISO Tank Container means a stainless tank surrounded by various protective layers which can transport both hazardous and non-hazardous bulk liquids by sea, railway or roads and which is built to the ISO standard (International Organization for Standardization).

ISPS International Ship and Port Facility Security

L/C shall have the meaning ascribed to it in [Section 44.7](#);

Laydays in the case of FOB deliveries shall have the meaning ascribed to it in [Section 3](#), and in the case of CFR and CIF deliveries shall have the meaning ascribed to it in [Section 9](#);

Laytime means the time allowed to Seller for loading (determined pursuant to [Section 6](#)) or the time allowed to Buyer for discharge (determined pursuant to [Section 14](#)), or as provided for in the Special Provisions as the case may be;

Loading Terminal means the port or terminal at which the Feedstock to be delivered hereunder is or will be loaded or, where the context requires, the operator, authority or governing body of such port or terminal;

London Working Day shall have the meaning ascribed to it in [Section 16.1](#);

MARPOL means the International Convention for the Prevention of Pollution from Ships, as amended from time to time;

SDS means the Safety Data Sheet containing the information which is in compliance with the applicable laws and regulations of the country in which the Loading Terminal and/or Discharge Port are located. Where the Loading Terminal and/or Discharge Port are located in the EEA,



the Safety Data Sheet shall contain information set out in Annex II of REACH (as amended from time to time);

Month means a month of the Gregorian calendar;

New York Banking Day means a day on which commercial banks are open for the transaction of normal banking business in New York;

Non-Conforming Feedstock means any goods delivered by Seller to Buyer that do not comply with the requirements as to description, quality and/or condition of the Feedstock as specified in the Special Conditions, and including without limitation with any Sustainability Compliance Provisions;

NOR means the valid notice of readiness to load or discharge, as the case may be, as given by the master of the Vessel (or his representative) to Seller (or its representative) at the Loading Terminal or to Buyer (or its representative) at the Discharge Port respectively;

OCIMF means the Oil Companies International Marine Forum;

Other Information shall have the meaning ascribed to it in [Section 42.3.1](#);

Party means either Buyer or Seller and collectively the "parties";

Personal Data is any information that can be used, directly or indirectly, alone or in combination with other information, to identify an individual;

Point of quality/Quantity measurement means the agreed specific location or point where accurate measurement and documentation of quantity and quality take place as agreed in the Special Provisions;

Quality Specification means the specification of a Feedstock determined in the Special Provisions;

REACH means Regulation (EC) No 1907/2006 of the European Parliament and the Council of 18 December 2006 concerning the Regulation, Evaluation, Authorisation and Restriction of Chemical substances, as amended from time to time;

Restricted Jurisdiction means any country, state, territory or region against which there are sanctions imposed by the United Nations and/or to which supplies of the Feedstock are prohibited or restricted under the laws of the country in which such Feedstock was produced.

Safely afloat means that the Vessel shall at all times be water-borne in compliance with the port clearance requirements of the Vessel nominating party (including but not limited to under keel clearance) and shall be able to remain at the Berth without risk of loss or damage from wind, weather or other craft which are being properly navigated;

Security means support for Buyer's payment obligation as provided for in the Special Provisions;

Seller means Seller of Feedstock as specified in the Special Provisions.

Seller's supplier means any company or government instrumentality from which Seller contemplates at the time in question obtaining the Feedstock;

Special Provisions means the contract between the parties in which, by reference, these General Terms and Conditions are incorporated to form the Agreement;

Surveyor shall have the meaning ascribed to it in [Section 41.1.1](#)

Sustainability Compliance Provisions means all sustainability compliance-related provisions that apply to the Feedstock, and which shall be specified in or incorporated by reference into the Special Provisions;

Tankschiff Transportbedingungen rules or "TTB rules" means the Tankschiff Transportbedingungen Tank – barge terms and conditions of transport 2010, published by Bundersverband der Deutschen Binnenschifffahrt e.v. (Federal Association of German Inland Shipping), dated 16 June 2010, or any amended or subsequent version of these terms and conditions published as at the date of the Agreement;

Tug means a vessel which pushes or pulls a Barge;

Trade Restrictions shall have the meaning ascribed hereto in [Section 51.1](#);

Transportation Method means the mode of transportation (including, but not limited to Vessel, Barge, Truck, ISO Container, Flexitank) for the Feedstock determined in the Special Provisions;

United States "U.S.A." and "U.S." mean United States of America, and every reference to money or price pertains to United States currency;

VAT/GST Vessel shall have the meaning ascribed thereto in [Section 43](#); means a tankship or other vessel which is wholly or mainly constructed or is adapted for the carriage of Feedstock and shall, except where otherwise provided, be deemed to include Barges and which is provided or procured by

Veterinary Certificate means an original certificate signed by a licensed professional specifying that the Feedstock is, among other things, safe for export and import and free of disease and acceptable by the applicable governmental or public authority; and

Worldscale means the "New Worldwide Tanker Nominal Freight Scale" as current on the day of commencement of loading of the Vessel in question.

40.2 **Interpretation.** Clause, Section and sub-section headings contained in the Agreement are for convenience of reference only and shall not affect the interpretation thereof. Any reference to any Act of Parliament or to legislation of any sovereign state shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any bylaws, licenses, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder and any condition attaching thereto. Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include firms and corporations and vice versa.

Section 41 Quality and Quantity Determination, Representation and Warranties, Claims

41.1 Surveyor

41.1.1 Either party may appoint a mutually acceptable licensed independent inspector who shall determine the Feedstock **quantity** and **quality** at the agreed point of measurement. Such appointment shall be notified in writing to the other party. If the parties fail to mutually appoint a licensed independent inspector on time, Buyer shall appoint a reputable licensed independent inspector (both are hereafter referred to as the "Surveyor"). All charges in respect thereof shall be shared equally by the parties. Unless otherwise agreed, the Surveyor's report must be made available to both parties.

41.1.2 In addition to the appointed Surveyor, either party may, at its own expense, either be present or appoint a loss control or quality control representative to witness the quantity or quality measurement process upon reasonable notification to the other party.

41.1.3 The Surveyor shall document the quality and quantity results in a certificate of quality and certificate of quantity, respectively. The documented quality and quantity results shall, except in cases of manifest error, omission or fraud, be binding and govern the transaction between the parties for invoicing purposes but without prejudice to the rights of either party to make any claim pursuant to [Section 41.4](#).

41.1.4 Notwithstanding anything to the contrary, it is a condition of the Agreement that Seller shall be obliged to provide the same quantity and quality of the Feedstock at agreed risk transfer point as set out on the certificates of quantity and quality so issued.

41.2 Quality Representation and Warranties, Quality Determination

41.2.1 Unless otherwise stated in the Special Provisions, Seller represents and warrants that the quality of the Feedstock delivered hereunder shall meet or exceed to the Feedstock Quality Specifications set out in the Special Provisions and is not contaminated or adulterated with foreign material and unforeseen substances.

41.2.2 **Location of Quality Measurement.** The agreed point of quality measurement of the Feedstock shall be agreed in the Special Provisions. If the quality measurement of the Feedstock is not agreed in the Special Provisions, the quality of the Feedstock shall be measured at the location where title to and risk of loss of the Feedstock passes from Seller to Buyer.

a) Without prejudice to the foregoing, Buyer shall have the right to take samples of the Feedstock from the processing center(s) and storage tank(s) to be tested at a laboratory selected by Buyer, at Buyer's cost.

41.2.3 **Testing and Sampling Method.** The quality of the Feedstock shall be determined in accordance with the testing method(s) set out in the Special Provisions. If no testing method is specified in the Special Provisions, the Feedstock **quality** testing shall be performed in accordance with the latest international rules, standards, practice, and procedures for analysis and sampling (i.e., ISO 5555, assuming the Feedstock is inhomogeneous). After the quality samples have been taken, the relevant Transportation Method of the Feedstock must be properly sealed by the Surveyor so that such Feedstock will not be mixed with other material, unless otherwise agreed.



- 41.2.4 **Quality Claim.** If the certificate of quality indicates a Non-Conforming Feedstock or Buyer disputes the accuracy of the certificate of quality, without prejudice to the rights and remedies available under the Agreement and at law and in equity, the parties shall work together in good faith to appoint a mutually agreed inspector to retest the binding sample of the Feedstock, or create a new representative sample, if feasible. The party at fault for the quality discrepancy shall bear the costs and expenses that resulted from the quality claim, including but not limited to costs of inspector's sampling and certificate of quality.
- 41.2.5 After the Feedstock has been transported by the relevant Transportation Method, Buyer's representative has the right to verify that the quality seal of the Surveyor is identical with the number on the certificate of quality, has not been manipulated, or undamaged upon arrival at Discharge Port and before discharging of the Feedstock has started.
- 41.3 Quantity Representation and Warranties, Quantity Determination
- 41.3.1 Unless otherwise stated in the Special Provisions, Seller represents and warrants that the quantity of the Feedstock delivered hereunder shall meet the volumes set forth in the Special Provisions.
- 41.3.2 Location of Quantity Measurement. The agreed point of quantity measurement of the Feedstock shall be agreed in the Special Provisions. If the quantity measurement of the Feedstock is not agreed in the Special Provisions, the quantity of the Feedstock shall be measured at the location where title to and risk of loss of the Feedstock passes from Seller to Buyer.
- 41.4 Claims in Respect of Quality and/or Quantity
- 41.4.1 Any claim in respect of deficiency of quantity or quality shall only be admissible if the claiming party notifies the other party of the claim within sixty (60) days of the completion of delivery. Following such claim notification, the claiming party shall provide a fully documented claim within ninety (90) days following the claim notification. If the claiming party fails to submit a fully documented claim within the aforesaid time limits, the claim shall be deemed to have been waived, and any liability on the part of the non-claiming party shall be extinguished.

Section 42 Health, Safety and Environment

- 42.1 Chemical Substance
- 42.1.1 Seller and Buyer agree that they will comply with the requirements of applicable laws, rules or regulations of chemical substance, including, but not limited to, REACH, which are applicable to the sale of the Feedstock under the Agreement and its physical introduction into the respective jurisdiction.
- 42.1.2 Without limiting the generality of Section 42.1.1, the provisions of this Section 42.1.2 to Section 42.1.4 shall apply only in respect of deliveries of the Feedstock under the Agreement where either the Loading Terminal or Discharge Port is located within the EEA,
- 42.1.3 Seller shall provide a copy of the current SDS to Buyer:
- at the time of loading for FOB, CFR, CIF, CPT, CIP and FCA deliveries;
 - at the time of transfer for Ex Tank, Into Tank, In Situ and FIP deliveries;
 - by the time of discharge for DAP deliveries; or
 - by the time the Feedstock reaches the agreed delivery point in the case of DDP.
- 42.1.4 If an Only Representative (as defined by REACH) has been appointed by a non-EEA manufacturer or manufacturers of each substance contained in or comprising the Feedstock, Seller shall inform Buyer of that fact and provide the contact details of the Only Representative to Buyer.
- 42.2 Safety Data Sheet ("SDS"). Seller shall provide Buyer with a copy of the current SDS for the Feedstock and any other information relating to health safety and environmental data in connection with the Feedstock in compliance with the requirements of any applicable laws, rules or regulations.

- 42.3 Buyer's Responsibilities
- 42.3.1 If requested, Buyer shall provide its employees, agents, contractors, customers and other persons to whom it supplies the Feedstock delivered hereunder with either:
- a copy of Seller's current SDS or a comparable SDS and any other information relating to health, safety and environmental data in connection with the Feedstock delivered hereunder; or
 - comparable other information relating to health, safety and environmental data in connection with the Feedstock delivered hereunder where performance of the obligations under the Special Provisions is outside the EEA ("Other Information").
- Buyer shall be responsible for any consequences that result from the use of a SDS or Other Information.
- 42.3.2 Buyer shall provide persons responsible for the management of health, safety and environment matters within its own organization with a copy of the SDS or Other Information.
- 42.3.3 Buyer shall provide its employees with appropriate information and training to enable them to handle and use the Feedstock delivered hereunder in a manner, which does not endanger their health or safety.

Section 43 VAT, GST, Mineral Oil Tax, U.S. Domestic Taxes, and Other Taxes, Duties, etc.

- 43.1 VAT/GST
- 43.1.1 Where value added tax, a goods and services tax or a similar tax (collectively, "VAT/GST") becomes payable under the rules applicable at the Loading Terminal or Discharge Port, Seller shall issue a valid tax invoice setting out such VAT/GST and the date for its payment. Payment of such tax shall be made to Seller in addition to the price specified in the Special Provisions and any duty payable and in the same manner as provided for payment of such price. Such invoice may be rendered in either local currency of the country in which such tax is payable or, at Seller's option, in the invoicing currency for the Feedstock, converted at the appropriate exchange rate prevailing at the date of the tax point under the relevant VAT/GST rules, provided that the amount of VAT/GST payable is expressed in the national currency of the country in which the tax is payable.
- 43.1.2 A sale of Feedstock may be zero rated for VAT/GST purposes, provided that:
- if the destination of the Feedstock is within the EU, and if requested by Seller, Buyer provides to Seller:
 - within thirty (30) days of the date of completion of loading:
 - evidence satisfactory to the EU states in which the Loading Terminal and Discharge Port are located that the Feedstock has been received by Buyer, or on Buyer's behalf, or by some other party acting on its own behalf, within another EU state, and
 - such other evidence as is satisfactory to the relevant authorities in the above EU states to allow zero rating of the supply of the Feedstock; and
 - before transfer of title in the Feedstock to Buyer, a valid VAT/GST registration number issued by an EU state other than the EU state in which the Loading Terminal is situated; and
 - evidence satisfactory to the EU states in which the Loading Terminal and Discharge Port are located that the transport arrangements for the Feedstock qualify for zero rating; or
 - if the destination of the Feedstock is outside the EU or outside the country in which the Loading Terminal is located and if required by the applicable VAT/GST regime in which the Loading Terminal is located, Buyer provides to Seller, within thirty (30) days of the date of completion of loading of the Feedstock, evidence satisfactory to the EU state or the applicable VAT/GST regime in which the Loading Terminal is located that the Feedstock has been received by Buyer, or on Buyer's behalf, or by some other party acting on its own behalf, at such destination.



- 43.1.3 In circumstances where [Section 43.1.2](#) above may apply, Seller will issue a valid tax invoice in respect of the Feedstock which is zero rated for VAT/GST purposes. However, if Buyer fails to comply with the requirements set out in [Section 43.1.2](#) above within the allotted time frame or in the event of any fraud or misappropriation in respect of the Feedstock and/or the documents/information referred to in [Section 43.1.2](#) above, Seller shall be entitled to issue a further tax invoice for the amount of any VAT/GST payable on the Feedstock (inclusive of duty if appropriate) together with any penalties and/or interest at the rate stipulated under the VAT/GST rules applicable. Such invoice may be rendered either in local currency of the country in which such tax is payable or, at Seller's option, in the invoicing currency for the Feedstock, converted at the appropriate exchange rate prevailing at the date of the tax point under the relevant VAT/GST rules. Any such invoice shall be paid in full within one (1) New York Banking Day of presentation of such tax invoice or, if later, the date of payment for the Feedstock, in each case without set-off, withholding, deduction or counterclaim, to Seller's bank account.
- 43.1.4 If Seller is subsequently able to obtain a credit or repayment from the authorities of any such VAT/GST which has been paid or borne by Buyer, Seller shall within five (5) New York Banking Days from the time Seller received the credit or repayment, reimburse Buyer with the net amount so credited or repaid less any costs, penalties and interest. Seller shall use commercially reasonable efforts, at the cost of Buyer, to obtain such credit or repayment.
- 43.2 Excise Duty or Mineral Oil Tax
- 43.2.1 The provisions of this [Section 43.2](#) shall apply only in respect of deliveries of the Feedstock under the Agreement where either the Loading Terminal or Discharge Port is located within the EU.
- 43.2.2 An excise duty or mineral oil tax may be payable in respect of the Feedstock on its leaving bonded premises at the Loading Terminal unless:
- by the fifteenth (15th) day of the month following the month in which loading of the Feedstock hereunder from bonded premises is completed with an Accompanying Administrative Document ("AAD"), and properly completed and receipted Single AAD Copy 3 thereof, together (except in the case of delivery DAP) with proof of discharge of the shipment, is returned to Seller; or
 - the movement of the Feedstock is under cover of a properly verified Electronic Administrative Document processed in accordance with the procedures set out in Council Directive 2008/118/EC concerning the general arrangements for excise duty using the computerized Excise Movement and Control System, or
 - Buyer has provided to Seller evidence satisfactory to the EU state where the Feedstock was taken out of bonded premises, that the Feedstock was delivered to a non-EU state either duty paid or into bonded premises; or
 - Buyer can provide evidence satisfactory to the EU state where the Feedstock was taken out of bonded premises without an AAD as a result of Buyer's nomination that the Feedstock was delivered into bonded premises within the EU in circumstances where such deliveries allow for suppression of Mineral Oil Tax.
- 43.2.3 If none of the exceptions set out in [Section 43.2.2](#) above are complied with, or in the event of any fraud or misappropriation in respect of the Feedstock and/or the documents referred to in [Section 43.2.2](#) above, Buyer shall indemnify, and hold indemnified, Seller against all liability in respect of excise duty or mineral oil tax incurred by Seller and/or reimbursements of amounts equivalent to such duty or tax by Seller directly or indirectly to its supplier or the owner of the bonded premises from which the Feedstock was despatched, including any interest, penalties and costs in respect thereof. In addition, despite compliance with [Section 43.2.2](#) above, Buyer shall, except in the case of DAP delivery, remain liable under the above indemnity for any excise duty or mineral oil tax claimed by any relevant EU state in respect of discrepancies between the loaded and discharged quantities.
- 43.3 Definitions
- For the purposes of Section 43.1 (VAT/GST) and Section 43.2 (Excise Duty and Mineral Oil Tax):
- 43.3.1 "evidence satisfactory" to an EU state shall, as a minimum require a certificate of discharge of the Feedstock. For the avoidance of doubt, Buyer shall not be obliged to provide any documents pursuant to this [Section 43](#) which are not required by the relevant authorities in the EU state in question; and
- 43.3.2 references to "completion of loading" (or like expressions) shall be deemed to refer to:
- the date on which risk and title in the Feedstock passes to Buyer in the case of FIP, Ex Tank, In Situ, FCA, CPT, CIP, or DDP delivery; or
 - the date on which the Feedstock passes the outlet flange of Seller's storage tank in the case of Into Tank delivery;
- 43.4 U.S. Domestic Taxes
- 43.4.1 This [Section 43.4](#) shall apply only where the point of title passage, the Loading Terminal, or Discharge Port is located within the U.S.
- 43.4.2 Except as provided below, Seller shall pay all taxes, fees, and other charges that may be levied or assessed or are otherwise applicable upon the possession, manufacture, sale, and transportation of the Feedstock prior to its delivery to Buyer; and if Buyer is required by law to pay any such taxes, fees, and other charges, Seller shall promptly reimburse Buyer for such items. In addition to any other amounts required to be paid by Buyer pursuant to the Agreement, Buyer shall reimburse Seller for any (1) federal, state or local excise taxes or fees or other charges now in effect or hereafter levied, assessed or imposed on or with respect to the biodiesel, renewable diesel, glycerin, renewable naphtha, renewable liquified petroleum gas, gasoline, gasoline blend stocks, liquefied petroleum gas, natural gas liquids, additives, diesel fuel, aviation fuel, special motor fuels, carbon content, and carbon dioxide emissions and (2) taxes, fees, or other charges which may be hereafter levied, assessed, or imposed on or with respect to the possession, manufacture, removal, sale, transportation, receipt or delivery of the Feedstock at and after delivery to Buyer. To the extent any state law imposes tax on Seller on such reimbursements, and Seller pays such tax, then Buyer shall reimburse Seller for the amount of such additional tax. Seller shall have the right to invoice tax and any such additional tax, as described in the preceding sentence, at the same time at the combined effective tax rate then applicable to Seller. Buyer shall furnish Seller with satisfactory tax exemption certificates where exemption is claimed.
- 43.4.3 When one party makes payments to be reimbursed by the other party, the paying party shall use commercially reasonable efforts to verify the correctness of the charges and to pay only the minimum amount due. All taxes shall include any related interest and penalties. There shall be no reimbursement for penalties or interest which are incurred as the result of the paying party's negligence.
- 43.4.4 Anything in the Agreement to the contrary notwithstanding, each party is responsible for payment of its federal, state, and local income taxes and state and local franchise, license, and similar taxes required for the maintenance of business existence, including the Business and Occupation Tax levied by the State of Washington or any political subdivision of the State of Washington.
- 43.4.5 Each party is responsible for obtaining the proper licenses in the states and local jurisdictions where the transactions under the Agreement take place. Should any taxes, fees, and other charges, including penalty or interest, occur because of one party's failure to obtain such licenses, the party who fails to obtain the required licenses agrees to bear all the costs associated with this failure and shall indemnify the other party from the additional costs. Furthermore, each party shall cooperate with the other party to collect and obtain licenses, registrations, and similar documentation of the other party, including applicable exemption certificates, affidavits, or similar documents, as required by law or to avail the transaction of available tax exemptions or exclusions.
- 43.4.6 Each party agrees to indemnify and hold the other party harmless from and against all claims, causes of action, proceedings, judgments, interest, penalties, fees or other liabilities brought by or awarded to third parties arising out of or connected with taxes to be paid or otherwise required to be borne by such party pursuant to this section. Said indemnity includes the payment of reasonable attorneys' fees and expenses incurred in defense of said claims, proceedings or causes of action.



43.4.7 The parties agree to cooperate with each other in defending the tax treatment of the transactions entered into pursuant to the Agreement if a party is audited by or on behalf of a taxing jurisdiction for sales, use, excise, or similar taxes. Such cooperation shall include, but not be limited to providing the other party with prompt and timely notice of any such audit if such audit pertains to taxes for which the other party is required to reimburse the notifying party pursuant to this [Section 43.4.7](#), producing existing documentation, generating new reports from existing electronic reporting systems and making employees available at no cost, other than reasonable out-of-pocket expenses, to the other party. Both parties further agree, in furtherance of this cooperation agreement, to retain applicable records for a period of not less than the applicable statute of limitations, including any waivers thereof, executed by either party for any taxes collected by or reimbursed to that party. For purposes of this [Section 43.4.7](#), "prompt and timely notice" shall mean providing a party with notice at such time so as to permit such party with enough time and a reasonable opportunity to appeal, protest, or litigate the pending or actual assessment of tax in an appropriate venue. If a party (the "failing party") fails to give the other party (the "reimbursing party") prompt and timely notice of any audit pertaining to taxes for which the reimbursing party is required to indemnify or reimburse the failing party, then the reimbursing party shall not be required to indemnify or reimburse the failing party pursuant to this [Section 43.4.7](#) for such taxes to the extent such taxes could have been reduced or eliminated had the failing party provided prompt and timely notice to the reimbursing party.

43.5 Other Taxes, Duties.

43.5.1 Buyer's Responsibilities

- a) The amount of any taxes, duties, imposts, fees, charges and dues of every description imposed or levied by any governmental, local or port authority on the Feedstock supplied hereunder, or on its export, delivery, transportation, ownership, sale or use, in respect of any stage after title in such Feedstock has passed to Buyer, shall be for Buyer's account.
- b) In the case of FOB sales, all taxes, duties, imposts, fees, charges (including, without limitation, pilotage, mooring and towage expenses) and dues (including, without limitation, quay dues) in respect of the Vessel incurred at the Loading Terminal shall be for Buyer's account.
- c) In the case of CFR and CIF sales, all taxes, duties, imposts, fees, charges (including, without limitation, pilotage, mooring and towage expenses) and dues (including, without limitation, quay dues) in respect of the Vessel incurred at the Discharge Port shall be for Buyer's account.
- d) Buyer shall pay, defend, and indemnify and hold Seller harmless from any taxes, duties, imposts, fees, charges, and dues of every description allocated to Buyer's account pursuant to this [Section 43.5.1](#).
- e) For the avoidance of doubt and in respect of every type of sale (except DDP), Seller shall not be the importer of record but shall be responsible for ensuring that Buyer is provided with necessary documentation and/or information in Seller's possession, direction or control required to comply with customs and excise entry procedures at the Discharge Port and all duties and taxes that arise in respect of such customs and excise entry shall be for Buyer's account.

43.5.2 Seller's Responsibilities

- a) The amount of any taxes, duties, imposts, fees, charges and dues of every description imposed or levied by any governmental, local or port authority on the Feedstock supplied hereunder, or on its export, delivery, transportation, ownership, sale or use, in respect of any stage prior to passage of title in such Feedstock passing to Buyer, shall be for Seller's account.
- b) In the case of CFR and CIF sales, all taxes, duties, imposts, fees, charges (including, without limitation, pilotage, mooring and towage expenses) and dues (including, without limitation, quay dues) in respect of the Vessel incurred at the Loading Terminal shall be for Seller's account, except for those specified in Worldscale as being for the owners' account.
- d) In the case of DAP sales, all taxes, duties, imposts, fees, charges (including, without limitation, pilotage, mooring and towage expenses) and dues (including, without limitation, quay dues) in respect of the Vessel incurred at the Discharge Port shall be for Seller's account.

e) Seller shall pay, defend, and indemnify and hold Buyer harmless from any taxes, duties, imposts, fees, charges, and dues of every description allocated to Seller's account pursuant to this [Section 43.5.2](#).

43.5.3 Anything in this [Section 43.5](#) to the contrary notwithstanding, if there is a conflict between this [Section 43.5](#) and [Section 43.1](#) (VAT/GST), [Section 43.2](#) (Excise Duty or Mineral Oil Tax, or [Section 43.4](#) (U.S. Domestic Taxes), then [Section 43.1](#), [Section 43.2](#), and [Section 43.4](#), as applicable, shall apply.

Section 44 Payment

44.1 Except as expressly provided elsewhere in the Agreement, payment of the full amount of all sums due under the Agreement shall be made in United States Dollars by wire transfer of same day funds on or before the due date specified in the Special Provisions to the bank account designated by Seller.

44.2 Payment Documents.

44.2.1 Except as expressly provided elsewhere in the Agreement, Buyer's payment obligation is subject to receipt of Seller's invoice and applicable supporting documents ("Payment Documents") from Seller. The Payment Documents include, but not limited to, Seller's invoice, a copy of the certificate of quantity issued by the Surveyor, a copy of the certificate of quality issued by the Surveyor, a copy of the certificate of origin, a copy of statement or any other proof of sustainability (if applicable), copies of the original Veterinary Certificate (if applicable), the original packing list (if applicable), one full set (3/3) bill of lading issued or endorsed to the order of Buyer (if applicable), Annex VII (if applicable), and Green Contract (if applicable), and copies of other supporting documents set forth in the Special Provisions.

44.2.2 The aforementioned documents are for illustrative purposes. Buyer may request Seller to provide other reasonable supporting documents based on the specific situation of each transaction and Seller shall provide the same to Buyer. Such copies shall be sent to Buyer's contact person for operations and invoicing as specified in the Special Provisions. For deliveries by Vessels, all original shipping documents shall be sent to Buyer via courier immediately when available.

44.3 Seller's Invoice. Seller's Invoice shall:

- a) with respect to deliveries of the Feedstock under the Agreement where the Loading Terminal or Discharge Port is located within the EU, be a valid tax invoice prepared in accordance with the provisions of [Sections 43.1](#) and [Section 43.2](#) and presented in the form of either:
 - i) fax sent from a standalone facsimile machine; or
 - ii) a hard copy sent by post, airmail or courier.
- b) with respect to non-EU deliveries, be in full compliance with any tax requirements of the relevant VAT/GST regime of the country where either the Loading Terminal or Discharge Port are located and presented in the form of a fax or in such other form providing that the method of delivery complies with any such tax requirements.

44.3.2 Unless otherwise agreed in the Special Provisions, Seller's invoice shall be Prepared on the basis of the certificate(s) of quantity and, where applicable, quality issued in accordance with [Section 41.2](#).

44.4 Payment Due Date

44.4.1 The payment due date shall be as specified in the Special Provisions. If there is no payment due date specified in respect of the Feedstock, Buyer will pay for the Feedstock within thirty (30) calendar days after the day of completion of each delivery.

44.4.2 In the case of CFR or CIF deliveries, if the payment due date specified in the Special Provisions is based on either the NOR date at the Discharge Port and/or the COD date, and providing title in the Product has passed to Buyer, in the event that the Vessel, for whatever reason, does not tender NOR at the Discharge Port and/or has no COD date, then for payment purposes the NOR/COD date shall be deemed to be the last day of the Indicative Arrival Date Range or, if there is no Indicative Arrival Date Range, then payment shall be due on or before the thirtieth (30th) day after the bill of lading date (bill of lading date equals day zero).

44.5 Payments Due at Weekends or on Bank Holidays. If any payment falls due on a Sunday or bank holiday Monday in New York, such payment shall be made on the first New York Banking Day following and if any payment falls due on a Saturday or any other bank holiday in New York such payment shall be made on the last preceding New York Banking Day.



- 44.6 Payment Account. Payment(s) shall be made by Buyer, quoting Seller's invoice number and Buyer's name, to Seller's bank, account name and account number as specified in the Special Provisions or as otherwise notified by Seller in writing.
- 44.7 Letter of Credit. Where under the Agreement or by virtue of the provisions of Section, the price is to be paid by means of an irrevocable documentary letter of credit or supported by a standby letter of credit in favor of Seller (both herein referred to as an "L/C"), Buyer shall cause such L/C to be opened with or confirmed by a first-class international bank acceptable to Seller (the "Bank") in terms specified in this [Section 44.7](#).
- 44.7.1 The provisions hereof for payment by or payment supported by L/C are not to be construed as altering, varying or qualifying Buyer's obligation to pay for the Feedstock delivered hereunder by the payment due date.
- 44.7.2 The L/C shall be sufficient to cover the contractual mean value of the Feedstock at the price specified in the Special Provisions plus ten percent (10%) and a further amount to cover escalation in duties including VAT if appropriate, and Buyer shall cause it to be advised or confirmed in writing by the Bank to Seller, provided further that such L/C shall be in a form in all respects acceptable to Seller in its sole discretion.
- 44.7.3 The L/C shall be so advised or confirmed and received by Seller not later than the date/time:
 - a) as specified in the Special Provisions; or
 - b) where the date/time is not specified in the Special Provisions, by not later than:
 - i) 1600 hours (local time at Seller's place of business) on the tenth (10th) day prior to the first (1st) day of the Laydays, as applicable; or
 - ii) in the case of a DAP delivery, 1600 hours (local time at Seller's place of business) ten (10) days before the first (1st) day of the ETA at the Discharge Port, or such later date and/or time as Seller may in writing require.
- 44.7.4 If the date of the Agreement is later than any of the dates for opening and/or confirming the L/C specified in the Special Provisions or in this [Section 44](#), then Buyer shall make best efforts to open or confirm the L/C as soon as practicably possible but in any case, never later than 1200 hours (local time at Seller's place of business) on the day immediately prior to the first day of the Laydays or the ETA range, as applicable.
- 44.7.5 Pursuant to such L/C, Seller shall present the documents referred to in [Section 44.2](#) at the counter of the Bank.
- 44.7.6 All charges in respect of the L/C shall be for Buyer's account.
- 44.7.7 The L/C shall take effect in accordance with its terms (including any agreed amendment(s) thereto) but such terms shall not alter, add to, or in any way affect, the provisions of the Agreement (or any of them) unless Seller and Buyer expressly agree in writing that any such term shall so alter, add to, or in any way affect, the provisions of the Agreement.
- 44.7.8 If for any reason the loading or discharge, as the case may be, of the Vessel will not take place within the period for such loading or discharge referred to in the L/C, Buyer shall either obtain an extension of such period for loading or discharge or provide a new L/C in terms acceptable to Seller.

Section 45 New and Changed Regulations, etc.

- 45.1 The parties are entering into the Agreement in reliance on the laws, rules, regulations, decrees, agreements, concessions and arrangements in effect on the date hereof with governments, government instrumentalities or public authorities affecting the Feedstock purchased hereunder including, but without limitation to the generality of the foregoing, those issued by the European Union, any member state of the European Union, the United States of America, the EPA or any other U.S. authority, any state of the USA, California Air Resources Board, Canada or any province or territory of Canada, and/or any national or international organization or association ("Regulations").

- 45.2 If during the term of the Agreement any Regulations are changed or new Regulations become or are due to become effective, whether by law, decree or regulation or by response to the insistence or request of any governmental or public authority or any person purporting to act therefor, and the material effect of such changed or new Regulations (a) is not covered by any other provision of the Agreement, (b) has or will affect the Feedstock and/or the product produced from the Feedstock including, without limitation, biodiesel or renewable diesel ("Finished Product"), and/or a tax relief or any other incentive granted by any jurisdiction on the Feedstock or the Finished Product, and (c) has or will have a material adverse economic effect on Buyer or render Buyer's performance of the Agreement onerous, Buyer shall have the option to request renegotiation of the affected terms of the Agreement. Such option may be exercised by Buyer at any time after such changed or new Regulations are promulgated by written notice to Seller, such notice to contain the new terms desired by Buyer. If the parties do not agree upon new terms satisfactory to both parties within fifteen (15) days after the date of Buyer's notice, Buyer shall have the right to terminate the Agreement effective the delivery following the latest shipment accepted by Buyer prior to the written notice under the Agreement. In such event, any balance shipment(s) to be delivered during the remaining duration of the Agreement, for which no agreement on the new adjusted terms have been reached, shall be automatically cancelled without any liability by Buyer to Seller.

Section 46 Force Majeure

- 46.1 Neither Seller nor Buyer shall be liable for a failure to perform any of its obligations under the Agreement insofar as that party proves that the failure was due to an impediment beyond its control;
- 46.2 An impediment within [Section 46.1](#) above shall:
 - 46.2.1 include delay, hindrance, reduction in, interference with, curtailment or prevention of a party's performance of its obligations hereunder resulting from events such as the following, this list not being exhaustive:
 - a) war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage;
 - b) natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
 - c) explosions, fires, destruction of tankage, pipelines, refineries or terminals and any kind of installations;
 - d) boycotts, strikes, lock-outs, labour disputes of all kinds, go-slows, occupation of factories and premises;
 - e) any compliance with any law, regulation or ordinance, or with any order, demand or request of an international, national, port, transportation, local or other authority or agency or of any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them; and
 - 46.2.2 not include delay, hindrance, interference with, curtailment or prevention of a party's accrued obligation to make payment which is due and payable under the Agreement whether in respect of price, dispatch, demurrage or any other financial obligation whatsoever.
- 46.3 The party seeking relief (the "Relying Party") shall as soon as possible after the impediment becomes known to it give notice in writing to the other party of such impediment and the effects, or the reasonably anticipated effects, on its ability to perform in as much detail as possible and the appropriate relief sought. Failure to give notice as soon as possible may make the Relying Party liable for damages to the other party for loss which otherwise could reasonably have been avoided.
- 46.4 The appropriate relief under this [Section 46](#) shall be as follows:
 - 46.4.1 in respect of an impediment that renders impossible the Relying Party's performance of its obligations, immediate termination of the affected delivery obligation(s) without liability for damages, penalties and other contractual sanctions.



- 46.4.2 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 sanctions for a period until midnight local time on the last date of the Laydays or Arrival Date Range (as applicable), 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 Laydays or Arrival Date Range (as applicable) then it shall be deemed to render the Relying Party's obligations impossible and [Section 46.4.1](#) above shall apply thenceforth; the Relying Party, if 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.
- 46.5 Notwithstanding anything to the contrary in the Agreement, neither party shall be liable for demurrage to the extent that the berthing or loading of the Vessel is prevented, hindered or delayed by an impediment as described in [Section 46.1](#).
- 46.6 Nothing in this [Section 46](#) shall be taken to limit or prevent the operation of the common law doctrine of frustration (including frustration of the adventure, of purpose or of the Agreement).

Section 47 Limitation of Liabilities

- 47.1 Except as specifically provided for in the Special Provisions or in Sections 11.4 and Section 11.5 and in Section 13.5 and Sections 56.4, neither party shall in any event, including any negligent act or omission on its part, be liable to the other, whether under the Agreement or otherwise in connection with it, in contract, tort, breach of statutory duty or otherwise, for any consequential, indirect or special losses, expenses or damages of any kind including (without limitation) loss of anticipated profits, plant shut-down or reduced production, loss of power generation, blackouts or electrical shut-down or reduction, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable. For the avoidance of doubt, recoverable damages shall include, but not be limited to, the value of the Feedstock and the value of any lost or invalid environmental incentives related to the Feedstock.
- 47.2 The provisions of this [Section 47](#) shall continue to apply despite the termination or expiry of the Agreement for any reason whatsoever.
- 47.3 Without derogating from the specific time limits set out in [Sections 6.4.3](#) and [Section 14.3.3](#) (submission of demurrage claims) and [Section 41.4](#) (Claims in Respect of Quality and/or Quantity), and any other provisions requiring compliance within a given period, all of which shall remain in full force and effect, any claim arising under the Agreement and any dispute under [Section 53](#) shall be commenced within one (1) year of the date on which the Feedstock was delivered or, in the case of a total loss, within one (1) year of the date upon which the Feedstock should have been delivered, failing which the claim shall be time barred and any liability or alleged liability of the other party shall be extinguished. Notwithstanding the foregoing, this [Section 47](#) shall not apply to disputes relating to Sustainability Compliance, [Section 54.15](#) (Right to Audit), and [Section 54.16](#) (Conflict of Interest), [Section 56](#) (Non-conforming Feedstock), demurrage or taxes and time for commencing legal action with respect to disputes relating to the foregoing will be subject to the applicable statute of limitations.

Section 48 Termination or Suspension, etc.

- 48.1 Despite anything to the contrary express or implied elsewhere in the Agreement and without prejudice and in addition to its other rights and remedies it may have under law or the Agreement, either party may at its sole discretion either immediately terminate the Agreement or suspend the performance of its obligations under the Agreement until further notice, on notifying the other party either orally (confirming such notification in writing) or by notice in writing, if:
- 48.1.1 the other party is in material breach of any terms of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof, provided that such material breach can be cured. Any delay or non-payment by Buyer to pay an amount disputed in good faith does not qualify as a material breach under the Agreement; or

- 48.1.2 a liquidator (other than for the purpose of amalgamation or reconstruction), administrator, trustee in bankruptcy, receiver, or receiver and manager is appointed in respect of the assets and/or undertaking of the other party, or the other party enters into an arrangement or composition with its creditors, or any similar appointment, arrangement or composition is made under any applicable law, or If the party in question has reason to anticipate any such occurrence, appointment, arrangement, or composition; or
- 48.1.3 the other party is in material breach of any law, regulation, governmental order or degree affecting the performance of the Agreement and fails to cure the breach within fourteen (14) days after receipt of a written notice thereof.
- 48.2 Terminating or partially suspending the Agreement will not affect the rights already accrued by the parties before such termination or suspension and without prejudice to any other rights, claims, legal actions, or remedies that the non-defaulting party might have against the defaulting party as outlined in the Agreement. Terms that, due to their nature, extend beyond the termination of the Agreement will remain fully effective until they are fulfilled or completed.

Section 49 Limitation on Assignment

- 49.1 Neither party may assign any rights or obligations under the Agreement without the prior written consent of the other party (which shall not be unreasonably withheld or delayed). In the event of an assignment in accordance with the terms of this [Section 49](#), the assignor shall nevertheless remain responsible for the proper performance of the Agreement. Any assignment not made in accordance with the terms of this [Section 49](#) shall be void.

Section 50 Notices

- 50.1 Unless otherwise provided elsewhere in the Agreement, any communication by either party to the other shall be sufficiently made if sent by registered post, or by facsimile transmission or by courier to the address of the other party specified for this purpose in the Special Provisions and shall, unless otherwise provided herein, be deemed to have been received as follows:
- 50.1.1 In the case of a communication sent by registered post or by courier, if received:
- on a Business Day before 1700 hours local time in the recipient's location, then on that day; or
 - if received outside the hours stated in [Section 50.1.1a](#), will be treated as being received on the next Business Day in the recipient's location.
- 50.1.2 In the case of a communication by facsimile transmission where a verifiable answerback is provided, if the recipient's answerback is received on a Business Day before 1700 hours local time, then on that day; in any other case, on the Business Day after the day on which the recipient's answerback is received.
- 50.2 Except for notices for assignment, termination and legal or arbitration proceedings, parties may exchange messages with respect to the performance of the Agreement by e-mail. Any message sent by e-mail shall be sent to the address of the other party specified for this purpose in the Special Provisions and shall be deemed to have been received, if sent on a Business Day before 1700 hours local time, then on that day; in any other case, on the Business Day after the date it was sent. Despite the foregoing, e-mail messages are only valid if actually received and the sender bears the risk of a failure in transmission.
- 50.3 Any alterations by either party to the contacts or addresses specified in the Special Provisions shall be notified immediately by registered post, facsimile transmission or by courier to the other party.
- 50.4 Notices may not be given by instant messaging.



Section 51 Sanctions and Boycotts

Despite anything to the contrary elsewhere in the Agreement:

- 51.1 Neither party shall be obliged to perform any obligation otherwise required by the Agreement (including without limitation an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose such party to punitive measures under, any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements of the EU, any EU member state, the United Kingdom, the United Nations or the United States applicable to the parties relating to trade sanctions, foreign trade controls, import and export controls, non-proliferation, anti-terrorism and similar laws (the "Trade Restrictions").
- 51.2 Where any performance by a party would be in violation of, inconsistent with, or expose such party to punitive measures under, the Trade Restrictions, such party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other party of its inability to perform. Once such notice has been given the Affected Party shall be entitled:
- 51.2.1 to immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; and/or
- 51.2.2 where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that where the relevant obligation relates to payment for goods which have already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the Affected Party may lawfully resume payment; and/or
- 51.2.3 to terminate the Agreement, provided that any amount owing for goods or services delivered prior to termination shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the Affected Party may lawfully resume payment; and/or
- 51.2.4 where the obligation affected is acceptance of the Vessel, to require the other party to nominate an alternative Vessel; in each case without any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees and expenses).
- 51.3 Nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either party hereto to act in any manner (including failing to take any actions in connection with the Agreement) which is inconsistent with, penalized or prohibited under any laws, regulations, decrees, ordinance, order, demand, request, rules or requirements of the United States applicable to such party which relate to international boycotts of any type, including but not limited to the antiboycott laws and regulations of the United States as applicable.
- 51.4 Nothing in this [Section 51](#) shall be taken to limit or prevent the operation, where available under the governing law of the Agreement, of any doctrine analogous to the English common law doctrine of frustration (including frustration of the adventure, or purpose of the Agreement).
- 51.5 Seller shall not deliver Feedstock that originates from a country subject to United Kingdom, United States, European Union or United Nations' trade sanctions. Seller shall provide documentation specifying the country of origin (i.e., the country of production) of the Feedstock, stating such Feedstock did not originate from a country subject to United Kingdom, United States, European Union or United Nations' trade sanctions before loading of the Feedstock.

Section 52 Anti-Corruption and Anti-Facilitation of Tax Evasion

- 52.1 Buyer and Seller each agree and undertake to the other that in connection with the Agreement, they will each respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders of the United Kingdom and the United States of America relating to anti-bribery, anti-money laundering and anti-facilitation of tax evasion.
- 52.2 Buyer and Seller each represent, warrant and undertake to the other that they shall not, directly or indirectly:
- 52.2.1 pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to:
- a) a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
 - b) an officer or employee of a public international organization;
 - c) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
 - d) any political party or official thereof, or any candidate for political office;
 - e) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities; or
 - f) any other person,
- with the intention of improperly and unlawfully influencing any present or future decision of that person or inducing that person to behave improperly or to reward that person for improper conduct;
- 52.2.2 request, agree to receive or accept any money or other things of value intending improper conduct in return;
- 52.2.3 engage in any activity, practice or conduct, or otherwise do anything which would cause the other party to be in breach of any applicable anti-facilitation of tax evasion laws, rules, and regulations as may be applicable to the parties and to this Agreement, including the UK Criminal Finances Act 2017; or
- 52.2.4 engage in any acts or transactions, in each case if this is in violation of or inconsistent with the anti-bribery or anti-money laundering legislation of any government as may be applicable to the parties and to this Agreement, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, the U.K. Anti-Terrorism, Crime and Security Act 2001, the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 and the applicable country legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("Government Requirements").
- 52.3 In particular, Seller represents and warrants to Buyer that it has not made any payments or given anything of value to officials, officers or employees of the government of the country in which the Feedstock originated or any agency, department or instrumentality of such government in connection with the Feedstock which is the subject of the Agreement which would be inconsistent with or contravene the Government Requirements noted above.
- 52.4 Either party may terminate the Agreement forthwith upon written notice to the other at any time, if in its reasonable judgement supported by reasonable evidence, the other is in breach of any of the above representations, warranties or undertakings.
- 52.5 A party shall promptly notify the other if, at any time during the term of the Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the representations and warranties set out in this [Section 52](#) at any time.



Section 53 Arbitration and Small Claims

- 53.1 **Arbitration.** Unless otherwise provided for in the Special Provisions, any claim or matter arising under or in connection with the Agreement shall be referred to arbitration pursuant to the rules of the London Court of International Arbitration ("LCIA"), which rules are deemed to be incorporated herein. The arbitration shall, unless the parties agree upon the appointment of a sole arbitrator, be held before a panel of three (3) arbitrators. Each party shall nominate an arbitrator and the two (2) arbitrators nominated by or on behalf of the parties shall nominate the third (3rd) arbitrator, who shall act as presiding arbitrator. If the two (2) arbitrators nominated by or on behalf of the parties have not nominated the third (3rd) arbitrator within thirty (30) days from the date of the appointment of the second (2nd) arbitrator, the third (3rd) arbitrator shall be chosen by the LCIA. All arbitrators appointed shall be practicing barristers or solicitors in England and Wales with experience of commodity trading disputes. The place of arbitration shall be London. The language of the arbitration shall be English. The arbitration award shall be final without appeal to the courts.
- 53.2 **Small Claims.** Unless otherwise provided for in the Special Provisions and despite anything to the contrary in [Section 53.1](#), the parties agree that where the amount in dispute between them is US \$100,000 or less (excluding interest and costs), then the dispute shall be referred to a sole arbitrator and the arbitration shall be conducted in accordance with the London Maritime Arbitrators Association ("LMAA") Small Claims Procedure current at the time when the claiming party commences arbitration proceedings.
- 53.3 **Demurrage Claims.** Unless otherwise provided for in the Special Provisions, and despite anything to the contrary in [Section 53.1](#) and [Section 53.2](#) above, the parties agree that where the dispute between them is in relation to demurrage, including the commencement and computation of Laytime, then the dispute shall be referred to arbitration to be conducted in accordance with the LMAA Terms current at the time when the claiming party commences arbitration proceedings. The tribunal shall consist of three (3) arbitrators, each arbitrator shall be a full Member of the LMAA, and the timetable for constitution of the tribunal shall be in accordance with that laid out in the current LMAA Terms.
- 53.4 **Enforcement, Interlocutory and Interim Action.** Any decision of any arbitral tribunal (or of any court, where resolution of a dispute by that court is provided for in the Special Provisions) may be enforced in the courts of any country and, furthermore, neither party shall be precluded from pursuing arrest, attachment and/or other conservatory, interlocutory or interim actions in any court in relation to the Feedstock or the Vessel.

Section 54 Miscellaneous

- 54.1 **Severability.** If any provision (or part thereof) of the Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction or either party's compliance with any ruling or resolution of the United States, United Nations or the EU has a like or similar effect, the remainder of the Agreement (and of such provision) shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision (or part thereof).
- 54.2 **Survivability.** If for any reason the Agreement shall be terminated then such termination shall be without prejudice to any rights, obligations or liabilities of either party which have accrued at the date of termination but have not been performed or discharged, and any parts of the Agreement having any relevance thereto or any bearing thereon shall, despite the termination of the Agreement for any reason, continue in force and effect.
- 54.3 **Consents, etc.** Each party shall be responsible for obtaining all consents, authorizations, approvals and assurances of whatsoever nature necessary to enable it to comply with its obligations under the Agreement.
- 54.4 **Conflict.** In the event of conflict or inconsistency between these General Terms and Conditions and the Special Provisions, the Special Provisions shall prevail over these General Terms and Conditions.
- 54.5 **Modification.** The Agreement shall not be modified unless mutually agreed by the parties, which agreement must be evidenced in writing, except that Chevron shall have the right to amend or otherwise modify the schedules attached hereto from time to time without the other party's prior agreement.

- 54.6 **Waiver.** Any waiver shall relate only to the matter, non-compliance or breach it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.
- 54.7 **Recording, Retention and Monitoring of Communications.** Each party hereby acknowledges to the other party and consents that such other party may from time to time and without further notice and to the extent permitted by law:
- record and retain electronic transmissions (including telephone conversations, e-mail and instant messaging between the parties' respective representatives in connection with the Agreement or other commercial matters between the parties) on central and local databases for their respective legitimate purposes; and
 - monitor electronic transmissions through their internal and external networks for purposes of security and compliance with applicable laws, regulations and internal policies for their other legitimate business purposes.
- 54.8 **eDocs.** Where it is specified in the Special Provisions that any bill of lading, waybill, delivery order, certificate, receipt or other document issued pursuant to, or in connection with, the Agreement may be issued, signed and transmitted electronically (each, an "eDoc") then it is hereby expressly agreed that any applicable requirement of law, contract, custom or practice that any transaction, document or communication shall be made or evidenced in writing, signed or sealed shall be satisfied by an eDoc and the parties hereto agree not to contend in any dispute arising out of or in connection with any eDoc or any eDoc which is converted to paper that it is not in writing or that it is not equivalent to an original paper document signed by hand, or, as the case may be, sealed.
- 54.9 **Entire Agreement.** The Agreement contains the entire agreement between Seller and Buyer with respect to the matters set forth in the Special Provisions and supersedes all prior agreements, whether oral or written, in connection therewith.
- 54.10 **Confidentiality.** Unless specified otherwise in the Special Provisions, details of the Agreement shall not be disclosed by either party to any third party without the previous consent in writing of the other party.
- 54.10.1 **Disclosure.** Despite anything to the contrary in the provisions of [Section 54.10](#), a party (the "Disclosing Party") may disclose details of the Agreement without the other party's prior written consent if:
- such disclosure is required by law or by any securities exchange or regulatory or governmental body or fiscal authority having jurisdiction over it, wherever situated, and whether or not the requirement has the force of law; or
 - the confidential information is or was already in the public domain other than through the fault or action of the Disclosing Party; or
 - such disclosure is to an Affiliate or in connection with any dispute, legal or arbitration proceedings or pursuant to [Section 53.1](#), and the Disclosing Party shall cause all parties in receipt of such information to be bound by the same obligations of confidentiality as contained in the Agreement.
- 54.11 **Warranties.** Buyer and Seller each warrants that it has not in connection with the Agreement relied upon any representations, whether written or oral, made by or on behalf of the other party, but has relied exclusively on its own knowledge, judgment and expertise;
- 54.11.1 **Seller represents and warrants that Seller:**
- is a legally organized entity in good standing;
 - adheres to labor laws, including anti-human trafficking and forced labor regulations;
 - possesses the necessary authority to execute obligations under the Agreement.
 - is properly licensed and authorized to conduct business in all relevant jurisdictions;
 - commits to adhering to all relevant laws and regulations, obtaining required permits and licenses;
 - ensures its employees, agents, and contractors are aware of and comply with all relevant laws for Feedstock performance;
 - refrains from practices that could harm Buyer's obligations or reputation;
 - is not bound by conflicting obligations that could breach the Agreement.



- 54.11.2 Seller represents and warrants that:
- a) the Feedstock is compliant with the sustainability provisions as set forth in the Sustainability Compliance Provisions;
 - b) the Feedstock meets and standards or quality requirements for the Feedstock as stipulated in relevant standards under the laws and regulations of the country of origin; and
 - c) the information provided by Seller to Buyer in connection with the Sustainability Compliance Provisions is true, accurate and complete.
- 54.12 Warranty of Title. Seller hereby warrants to Buyer that at the time title in the Feedstock passed to Buyer as provided in the Agreement, Seller had unencumbered title to the Feedstock, without any liens and charges, and had the right to sell the Feedstock to Buyer upon title transfer.
- 54.13 Third Party Rights. No term of the Agreement is intended to, or does, confer a benefit or remedy on any third party. A person, company or other legal entity who is not a party to the Agreement shall not have or acquire whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (to the extent the Agreement is governed by English Law) or otherwise any rights in relation to the Agreement. Further, the parties hereto may rescind or vary the Agreement, whether in whole or in part, without the consent of any third party.
- 54.14 Trade Marks. Nothing in the Agreement whether express or implied shall be deemed to confer any right upon either party to apply any trade mark owned by the other party or any of its Affiliates to any Feedstock supplied under the Agreement nor to use such trade marks in relation to such Feedstock.
- 54.15 Right to Audit. Unless specified otherwise in the Special Provisions, each party and its duly authorized representatives shall have access to the accounting records and other documents maintained by the other party which relate to Feedstock being sold or delivered to the other party under the Agreement and shall have the right to audit such records at any reasonable time or times within ten (10) years after the termination of the Agreement.
- 54.16 Conflict of Interest. Except as otherwise expressly, provided herein, no director, employee or agent of either party, its subcontractors or vendors, shall give or receive from any director, employee or agent of the other party or any affiliate, any commission, fee, rebate, gift or entertainment of significant cost or value in connection with the Agreement. In addition, no director, employee, or agent of either party, its subcontractors or vendors, shall enter into any business arrangement with any director, employee, or agent of the other party or any affiliate who is not acting as a representative of such party or its affiliate without prior written notification thereof. Any representative(s) authorized by either party may audit the applicable records of the last three (3) years of the other party for the sole purpose of determining whether there has been compliance with this paragraph.
- 54.17 Data Protection. Seller will process all Personal Data it processes on behalf of Buyer in accordance with all applicable laws and Buyer's reasonable requests with respect to protecting Personal Data, including: restricting employee and agent/subcontractor access to Personal Data, following Buyer's instructions in connection with processing Personal Data, not disclosing Personal Data to any third party without Buyer's written permission, applying appropriate security measures to protect Personal Data, and deleting or returning any Personal Data in its possession or control at the expiry or termination an Agreement unless otherwise agreed between the parties. In the event of any unauthorized, unlawful, and/or unintended processing, access, disclosure, exposure, alteration, loss, or destruction of Personal Data, Seller will immediately notify Buyer and cooperate with Buyer's reasonable requests to investigate and remediate such incident and provide appropriate response and redress.

Section 55 Applicable Law

- 55.1 Governing Law. Unless otherwise provided for in the Special Provisions, the construction, validity, and performance of the Agreement (and any non-contractual obligation relating to the Agreement) shall be governed by English law to the exclusion of any other law, which may be imputed in accordance with choice of law rules applicable in any jurisdiction.
- 55.2 The UN Convention. The United Nations Convention on Contracts for the International Sale of Goods of Vienna, 11th April 1980, shall not apply to the Agreement.
- 55.3 Sovereign Immunity. Each party hereto warrants that it has entered into the Agreement in a commercial capacity and that with respect to the Agreement it is in all respects subject to civil and commercial law. Each party hereby irrevocably and unconditionally and to the fullest extent permitted by law waives any rights of sovereign immunity which it may have now or which it may subsequently acquire in respect of its position or any title and/or assets (present or subsequently acquired and wherever located) belonging to it.

Section 56 Non-Conforming Feedstock

- 56.1 Seller shall indemnify and hold Buyer harmless from and in respect of any losses, liabilities, costs, expenses, fines or claims Buyer may incur or suffer as a result of the delivery by Seller to Buyer of Non-Conforming Feedstock. Seller's indemnity pursuant to this clause shall include without limitation any losses, liabilities, costs, expenses, fines or claims that Buyer, its customers or any other parties in the supply chain may face resulting from any regulatory audit or other regulatory action resulting from the Non-Conforming Feedstock delivered by Seller failing to satisfy the Sustainability Compliance Provisions and/or from Seller's breach of its representations and warranties to Buyer under Section 54.11.2.
- 56.2 Buyer's rights under this Section 56 are cumulative and are not mutually exclusive and are in addition to, and not in lieu of, any other rights and remedies Buyer may have at law, at equity and/or otherwise under the Agreement.



PART SEVEN

Schedule A Supplement in Respect of EU Documentation, etc.

Section 1 Imports into the EU under “Preference” from non-EU States

- 1.1 If the Loading Terminal is located outside the EU and in a state with which there is a preferential agreement between such State and the EU whereby the Feedstock enjoys a generalized tariff preference, Seller shall provide Buyer with such relevant original documentation instructions (e.g., EUR.1, GSP Form A).
- 1.2 The Buyer or Buyer’s agent or such other party acting on its own behalf shall submit such original qualifying document(s) to the relevant and local customs authorities, and only if such customs authorities accept such qualifying document(s) (thereby agreeing that a Generalised Tariff Preference is valid and import duty is therefore not due on the Feedstock) shall such Feedstock be deemed to be EU-qualified.
- 1.3 If the relevant qualifying document(s) is/are not available for presentation to Buyer or its representative by 1200 hours (London time) on the New York Banking Day prior to the payment due date, or if the customs authorities have not accepted and/or verified such qualifying document(s) by that time, Buyer shall pay Seller’s invoice in full, without any deduction or withholding for duty. However, if the relevant qualifying document(s) requested by Buyer pursuant to [Schedule A Section 1.1](#) of this Schedule B are not presented to Buyer or its representative at the Discharge Port at the time of discharge, Seller shall indemnify Buyer in respect of any duty which is incurred by Buyer (directly or indirectly under a cost recovery mechanism from the end receiver) as a direct result of Seller’s failure, provided that any amount requested by Buyer is accompanied by a copy of the customs duty assessment at Discharge Port.

Section 2 Movements To, From and Within EU States

- 2.1 Exports from EU States, if the Feedstock to be delivered is loaded in an EU State and documented for an export destination free of excise duty, then the Feedstock shall be exported and shall not re-enter the EU state unless full excise duty and VAT is paid by Buyer or the Feedstock is placed in a bonded warehouse that exempts it from import taxes and excise duty (if applicable). Buyer shall indemnify Seller for all duties, costs and other consequences resulting from any breach hereof that was incurred by Seller (directly or indirectly under a cost recovery mechanism from the originating consignor at the Loading Terminal).
- 2.2 Movements within EU States, Excise Duty
- 2.2.1 If the Feedstock is to be moved within an EU state, as unfinished goods (e.g. feedstock, finished goods for further processing), Seller will ensure that the Feedstock will move Excise Duty suspended provided that Buyer confirms in writing that the destination is an excise warehouse and the status of the goods is “unfinished goods” under the applicable excise duty law.
- 2.2.2 If an internal movement is made on a “duty paid” basis, Buyer may defer its excise duty liability under any applicable deferment scheme operated by the EU state providing Buyer has either notified Seller in writing of its excise duty deferment account number and/or obtained permission to use the end receiver’s excise duty deferment account number. However, if Buyer and/or end receiver fails to make payment within the deferment period directly, and the tax obligation on the excise duty payable reverts to the Supplier, Seller will be able to invoke the cost recovery mechanism under [Schedule A Section 2.2.3](#).

In addition, Buyer is obliged to pay Seller an amount equivalent to the applicable VAT rate based upon the excise duty amount deferred, upon receipt of a valid tax invoice for this additional amount.

- 2.2.3 If an internal movement is made on a “Duty Paid” basis, any and all taxes levied on the Feedstock shall be for Buyer’s account payable in full either in the local currency of the country in which the tax is payable or, at Seller’s option, in the invoicing currency for the Feedstock, converted at the appropriate exchange rate prevailing at the date of the tax point under the applicable Excise Duty law. Any amount due shall be payable at the same time as payment of the price plus the applicable VAT rate. Seller, if invoicing in the currency of the Feedstock should provide the amount of VAT payable expressed in the national currency of the country in which the tax is payable.

Section 3 Movements Between EU States

- 3.1 Despite the provisions of [Section 43](#):
- 3.1.1 Seller, Seller’s agent or some other party acting on its own behalf shall provide Buyer, Buyer’s agent or some other party acting on its own behalf with the relevant original document(s) (e.g. an AAD or a T2L) showing that the Feedstock is EU qualified and therefore in free circulation within the EU and import duty is therefore not due on such Feedstock;
- 3.1.2 Buyer, Buyer’s agent or some other party acting on its own behalf shall submit such original document(s) to the relevant and local customs authorities and only if such customs authorities accept such document(s) shall the Feedstock be deemed as free from import duty and excise duty (if applicable);
- 3.1.3 if the relevant document(s) is/are not available for presentation to Buyer, Buyer’s agent or some other party acting on its own behalf by 1200 hours (local time at Seller’s place of business) on the New York Banking Day prior to the payment due date, or if the customs authorities have not accepted and/or verified such document(s) by that time, the provisions of [Schedule A Section 1.3](#) of this Schedule B shall apply mutatis mutandis.
- 3.2 Without prejudice to the provisions of [Section 43](#), in order for any delivery of Feedstock hereunder for transfer/transportation within the EU to be zero Intra Community Dispatch rated for VAT, Buyer is required to provide Seller, prior to commencement of loading/transfer, with a written declaration stating “(a) a valid VAT registration number of Buyer in an EU state other than the EU state in which the Loading Terminal is located, and that (b) an Intra-Community Acquisition of the Feedstock will be reported in the country of destination”.

Section 4 Compulsory Storage

- 4.1 All and any compulsory stock obligations arising out of the delivery to or by Barge by Seller to Buyer of Feedstock from a Loading Terminal under the Agreement shall be for Buyer’s account.

Section 5 Other Fiscal Documentary Requirements

- 5.1 The parties will each comply with any applicable documentary requirement for fiscal purposes as now exists or comes into effect in the future. A party (a “defaulting party”) that fails to comply with this obligation shall indemnify the other in respect of any costs or expenses incurred by that party which would not have been incurred but for the failure of the defaulting party.



Schedule B Chevron Emergency Instructions

These instructions are to be followed in the case of an emergency such as collision, grounding, fire or other incident that may or has put at risk the lives of persons and/or the safety of the Vessel and/or the environment and where immediate assistance is required or adverse media coverage is expected.

Notification shall be by telephone in the first instance to Chevron Emergency Information Center at 1 510 231 0623 (24 hours) followed by written notification to:

By e-mail to: CEICHL@chevron.com

containing the words "INCIDENT REPORTING.". The words "INCIDENT REPORTING" should appear as the first two (2) words at the beginning of the first line of text, immediately following the address.

The notification e-mail **must** contain the following information:

- the name of the Vessel;
- nature of emergency or incident (collision, grounding, etc.);
- position of Vessel (latitude, longitude, port) and location of incident;
- fatalities and/or personal injuries (if any);
- nature and extent of damage;
- name, nationality and type of other Vessel(s) involved;
- whether or not the Vessel is able to continue the voyage;
- in the event of an oil spill, the message must also include the local time, date and location of spill;
- name of the owner of the installation (if in port) and whether at a jetty, CBM, SBM etc.;
- type of oil (e.g. crude, black, white, lubes, bitumen, chemicals, gas, etc.);
- cause if known (e.g. overflow, hose burst, defective shore pipeline, hull defect, leaking ship valve(s));
- estimated quantity spilled;
- estimate of rate of spill if continuing;
- whether clean-up has been attempted, either by the Vessel or a third party;
- any other relevant comments; and
- time of origin of each report.

If the incident occurs within port limits, the agent must also be copied on all messages sent to CHEVRON EMERGENCY INFORMATION CENTER.

Finally, the foregoing requirements are in addition to any incident reporting procedure system the Vessel owners/managers may have, particularly with respect to its reporting requirements.

Where Seller is a Chevron company, and where risk has passed from Seller to Buyer in accordance with the provisions covering CFR or CIF deliveries, Seller shall promptly implement similar instructions, if any, provided by Buyer.



Schedule C Requirements in Respect of Vessels (Including, where Applicable, Barges) at the Loading Terminal or Discharge Port and, where Applicable, During the Voyage

Section 1 Requirements in Respect of Vessels at the Loading Terminal or Discharge Port

- 1.1 If any Vessel does not meet any of the following requirements of this Part 1 of this Schedule C:
- 1.1.1 at the Loading Terminal, Seller or Seller's supplier may refuse to berth, load or continue loading such Vessel; and/or
- 1.1.2 at the Discharge Port, Buyer or Buyer's receiver may refuse to berth, discharge or continue discharging such Vessel.
- 1.2 ITOPF
- 1.2.1 Except in the case of LPG, each Vessel shall be owned by or demise chartered to a member of the International Tanker Owners Pollution Federation Limited ("ITOPF").
- 1.3 ISPS CODE
- 1.3.1 FOB Provisions
- a) Buyer shall procure that the Vessel shall comply with the requirements of the International Ship and Port Facility Security Code and the relevant amendments to Chapter XI-2 of Safety of Life at Sea ("ISPS Code") and where the Loading Terminal is within the U.S.A. and U.S. territories or waters, with the U.S. Maritime Transportation Security Act of 2002 ("MTSA").
- b) The Vessel shall when required submit a Declaration of Security ("DOS") to the appropriate authorities prior to arrival at the Loading Terminal.
- c) Despite any prior acceptance of the Vessel by Seller, if at any time prior to the passing of risk and title the Vessel ceases to comply with the requirements of the ISPS Code or the MTSA:
- i) Seller shall have the right not to berth such nominated Vessel and any demurrage resulting shall not be for the account of Seller;
- ii) Buyer shall be obliged to substitute such nominated Vessel with a Vessel complying with the requirements of the ISPS Code and the MTSA;
- iii) Seller shall procure that the Loading Terminal/port/installation shall comply with the requirements of the ISPS Code and where the Loading Terminal is within the U.S.A. and U.S. territories or waters, with the MTSA; and
- iv) any costs or expenses in respect of the Vessel including demurrage or any additional charge, fee or duty levied on the Vessel at the Loading Terminal and actually incurred by Buyer resulting directly from the failure of the Loading Terminal/port/installation to comply with the ISPS Code or the MTSA shall be for the account of Seller, including but not limited to the time required or costs incurred by the Vessel in taking any action or any special or additional security measures required by the ISPS Code or the MTSA;

Save where the Vessel has failed to comply with the requirements of the ISPS Code or the MTSA, Seller shall be responsible for any demurrage actually incurred by Buyer arising from delay to the Vessel at the Loading Terminal/port/installation resulting directly from the Vessel being required by the port facility or any relevant authority to take any action or any special or additional security measures or undergo additional inspections. If the Loading Terminal is not operated by Seller or an Affiliate of Seller, Seller's liability to Buyer under the Agreement for any demurrage, costs, losses or expenses incurred by the Vessel, the Charterers or the Vessel owners resulting from the failure of the Loading Terminal/port/installation to comply with the ISPS Code or the MTSA shall be limited to the payment of demurrage, costs, losses or expenses that Seller is able to recover and does recover from the Loading Terminal/port/installation or Seller's supplier or other relevant third party, and then only to the extent of such recovery. Seller shall, however, use reasonable efforts to so recover from the Loading Terminal/port/installation or Seller's supplier or other relevant third party.

1.3.2 CIF/CFR/DAP Provisions

- a) Seller shall procure that the Vessel shall comply with the requirements of the ISPS Code and where the Discharge Port is located within the U.S.A. and U.S. territories or waters, with the MTSA.
- b) The Vessel shall when required submit a DOS to the appropriate authorities prior to arrival at the Discharge Port.
- c) Despite any prior acceptance of the Vessel by Buyer, if on arrival of the Vessel at the Discharge Port the Vessel ceases to comply with the requirements of the ISPS Code or the MTSA:
- i) Buyer shall have the right not to berth such nominated Vessel at the Discharge Port and any demurrage resulting shall not be for the account of Buyer;
- ii) Seller shall be obliged to substitute such nominated Vessel with a Vessel complying with the requirements of the ISPS Code and the MTSA. If title and risk to the cargo on board the Vessel has already passed to Buyer, such title and risk shall be deemed to have reverted to Seller;
- iii) Buyer shall procure that the Discharge Port/terminal/installation shall comply with the requirements of the ISPS Code and, if located within the U.S.A. and U.S. territories or waters, with the MTSA; and
- iv) any costs or expenses in respect of the Vessel including demurrage or any additional charge, fee or duty levied on the Vessel at the Discharge Port and actually incurred by Seller resulting directly from the failure of the Discharge Port/terminal/installation to comply with the ISPS Code or the MTSA shall be for the account of Buyer, including but not limited to the time required or costs incurred by the Vessel in taking any action or any special or additional security measures required by the ISPS Code or the MTSA.
- d) Save where the Vessel has failed to comply with the requirements of the ISPS Code or the MTSA, Buyer shall be responsible for any demurrage actually incurred by Seller arising from delay to the Vessel at the Discharge Port/terminal/installation resulting directly from the Vessel being required by the port facility or any relevant authority to take any action or any special or additional security measures or undergo additional inspections.
- e) If the Discharge Port/terminal/installation is not operated by Buyer or an Affiliate of Buyer, Buyer's liability to Seller under the Agreement for any costs, losses or expenses incurred by the Vessel, the Charterers or the Vessel owners resulting from the failure of the Discharge Port/terminal/installation to comply with the ISPS Code or the MTSA shall be limited to the payment of demurrage, costs, losses or expenses that Buyer is able to recover and does recover from the Discharge Port/terminal/installation or its buyer or other relevant third party, and then only to the extent of such recovery. Buyer shall, however, use reasonable efforts to so recover from the Discharge Port/terminal/installation or its buyer or other relevant third party.

1.4 ISM Certificates

- 1.4.1 The Vessel shall have on board at all times a valid ISM certificate and the owners, before and during the voyage, shall comply with the requirements of the ISM. For the purposes of the Agreement, "ISM" means the International Management Code for the Safe Operations of Ships and for Pollution Prevention.

1.5 ISGOTT, etc.



- 1.5.1 The Vessel shall be manned, operated and maintained so as to fully comply with (i) the standards set out in ISGOTT, (ii) appropriate IMO recommendations, and (iii) the OCIMF Guidelines for the Control of Drugs and Alcohol On-board Ship (1995), each as amended from time to time. For the purposes hereof, "ISGOTT" means the International Safety Guide for Oil Tankers and Terminals, as current from time to time, and "IMO" means the International Maritime Organization.
- 1.6 Closed Loading and/or Discharge
- 1.6.1 Vessels which are loading/discharging a volatile, toxic or noxious cargo must operate at all times in the "Closed Operations" mode. Closed Operations refers to the procedures whereby Vessels conduct cargo transfer and ballasting operations into cargo tanks, with tank apertures closed and with vapours being emitted only by means of the dedicated venting system which is designed to disperse vapour clear of working areas and possible ignition sources. For the purposes of this sub-clause:
- a) "volatile" shall mean a liquid from which gas evaporates rapidly and shall be taken to include any naturally volatile Product or any Product being carried at a temperature which is higher than the flash point of the Product minus 10 degrees Celsius; "toxic" shall mean a poison which can affect personnel following inhalation, absorption or ingestion and shall be taken to include all Products which give off vapours containing substances for which exposure limits are recommended as they may be hazardous to the health of personnel exposed to them; and "noxious" shall mean harmful to personnel or the environment.
- 1.7 IGS
- 1.7.1 Any Vessel fitted with an inert gas system ("IGS") will not be permitted to berth or to load or discharge Product unless the IGS is in good order, operative and the cargo tanks inerted in accordance with guidance in ISGOTT.
- If an IGS-equipped Vessel arrives with the IGS inoperative, the Vessel will not be berthed until the IGS is operative and the cargo tanks inerted and until that time NOR shall not be given, or if given shall not be effective, and Laytime shall not commence until commencement of loading or discharge, as the case may be.
- 1.8 Ballast
- 1.8.1 Discharge of dirty ballast, bilges, slops or other substances into water shall be in accordance with MARPOL 73/78, as amended from time to time, and is in any event totally prohibited within the confines of the Loading Terminal or the Discharge Port.
- 1.8.2 Loading or Discharge at Ports in the United Kingdom
- a) Where the Loading Terminal or the Discharge Port is located within the United Kingdom, the Vessel shall observe the Code of Practice relating, inter alia, to recommendations as to routes to be taken by Vessels in certain sensitive locations in UK waters as drawn up by the British Chamber of Shipping in March 1993, and as amended from time to time.
- 1.8.3 Maritime Traffic Schemes
- a) The Vessel shall comply with all regulations and recommendations contained in any Maritime Traffic Schemes applicable to the voyage relating to the subject matter of the Agreement.
- 1.8.4 Incorporation of Schedule D
- a) Where applicable, the requirements set out in Schedule B shall apply. Chevron shall have the right to amend Schedule D from time to time without the other party's prior consent.