



STANDART TERMS AND CONDITIONS OF SALE 2025

These Terms and Conditions of Sale (hereafter referred to as the "TCS") shall apply to all Contracts under which "**Vista Denizcilik Sanayi Ticaret Anonim Şirketi**" agree to sell and deliver or procure the sale and delivery of Products.

1. Definition and Terms

Throughout these TCS, except where the context otherwise requires, the following definitions shall be applied:

"Agent" has the meaning given in clause 12.

"Bunker Confirmation" means the Seller's written confirmation of each sale of Products.

"Bunker Tanker" means bunker barge or tanker, tank truck, terminal, container or shore tank supplying Products to the Vessel.

"Buyers" means all parties identified on the Bunker Confirmation as Buyer, together with the Agent, who jointly and severally contract with the Seller for the purchase of the Products.

"Confidential Information" means business details and proprietary information of the parties, including but not limited to pricing and credit terms, not generally available to the public.

"Contract" means an agreement between the parties for a sale and delivery of Products, comprising the Seller's Bunker Confirmation and incorporating these TCS.

"Delivery Place" means the port or place of delivery of the Products identified in the Order Confirmation.

"Delivery Receipt" means the document provided to the Vessel by the physical supplier after delivery of the Products is complete stating, inter alia, the quantity and grade(s) of Products delivered.

"Products" means bunkers, lubricants or other related products delivered or to be delivered to a Vessel pursuant to a Contract.

"Seller" means the **Vista Denizcilik Sanayi Ticaret Anonim Şirketi** entity identified on the Bunker Confirmation as contracting to sell and deliver Products. Any warranty, assurance, guarantee of

performance or liability under a Contract shall only be related to the **Vista Denizcilik Sanayi Ticaret Anonim Şirketi** entity contracting to sell and deliver the Products.

"Vessel" means the vessel nominated by the Buyer to receive the Products.

2. Contracting

2.1. The Buyers warrant that the Vessel's owner has given its authority to order the Products for delivery to the Vessel and that a copy of these TCS were available to the Vessel's owner.

2.2. A Contract for the sale of Products shall be binding and complete upon the Seller issuing its Bunker Confirmation. The TCS together with the Bunker Confirmation shall constitute the complete Contract between the Buyers and Seller and shall supersede and replace any other agreements or representations between the parties prior to the Contract including any terms that the Buyers seeks to impose (including any reference to purchasing terms in any purchase order). No variation of these TCS shall be binding unless agreed in writing by the Seller. If the Seller fails to issue a Bunker Confirmation prior to delivery of Products, or at all, then these TCS shall nevertheless govern the Contract that shall be formed upon the Seller indicating that it will deliver Products in accordance with Buyers' request.

2.3. In the event of a conflict between these TCS and the Bunker Confirmation, the Bunker Confirmation shall prevail but only to the extent necessary to resolve that conflict and in all other respects these TCS shall apply.

3. Grades/Quality

3.1. The Buyers are responsible for selecting the Products suitable for the Vessel and its area of operation. The Seller warrants that the Products comply with the grades nominated by the Buyers and are of a quality generally offered for sale at the place of supply. Unless otherwise agreed in the Bunker Confirmation, the Products will comply with ISO Standard 8217 (E):2005 at the time of delivery to the Vessel.

3.2. There are no guarantees, conditions, warranties or undertaking (express or implied), by common law, statute, or otherwise as to the satisfactory quality, merchantability, fitness, durability, or suitability of the Products for any particular purpose or otherwise, which extend beyond the description in sub-clause 2.1.

3.3. The Seller shall under no circumstances be liable for (i) the quality of delivered Products if the same have been commingled or blended with other oil products aboard the Vessel or (ii) any damages arising from such commingling.

3.4. If the Products do not comply with Sub-clause 2.1, the Buyers shall use best endeavors to mitigate the consequences thereof, including consuming the Products with the assistance of purification tools or other reasonable measures.

4. Delivery

4.1. Subject always to the custom of the Place of Delivery, delivery of the Products shall be made day and night, Sundays and holidays included.

4.2. Delivery dates or ranges of dates stated in the Bunker Confirmation shall be indicative only, and shall not be binding upon the Seller, though the Seller shall use reasonable endeavors to meet such dates. The Buyers, or its agents at the Place of Delivery, shall give the Seller or its representatives at the Place of Delivery, seventy-two (72) and forty-eight (48) hours approximate and twenty-four (24) hours definite notice of the Vessel's time of arrival and the location. The Seller shall not be liable under any circumstances for the consequences of a failure to make delivery upon the date, time or date/time range indicated in the Bunker Confirmation.

4.3. The Buyers shall be responsible for making and ensuring the integrity of all connections and disconnections between the delivery hose(s) and the Vessel's bunker manifold. The Buyers shall further ensure that the Vessel is in possession of all certificates required to comply with relevant regulations pertaining to receipt of the Products at the Place of Delivery and that the master of the Vessel a) advises the Seller in writing, prior to delivery, of the maximum allowable pumping rate and pressure and agree on communication and emergency shut- down procedures; b) notifies the Seller in writing prior to delivery, of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of and particular to the Vessel which might adversely affect the delivery of the Products, and c) provides a free side to receive the Products and render all necessary assistance which may reasonably be required to moor or unmoor the Bunker Tanker, as applicable.

4.4. If the Buyers fail to take delivery within the date or range of dates for delivery confirmed in the Bunker Confirmation, the Seller can choose to (i) deliver to the Buyers on a date of the Seller's choice at the price stated in the Bunker Confirmation plus any additional costs incurred by the Seller in delivering on a date other than the date or range of dates confirmed in the Bunker Confirmation (ii) accept a new date or range of dates for delivery of the Marine Fuels as the basis of a new contract for which a new price can be agreed upon with the Buyer, or (iii) deem the Contract as cancelled. In all cases, the Buyer shall be deemed in breach of the Contract and shall be liable to the Seller for all losses incurred by the Seller.

5. Sampling

5.1. The Seller shall arrange for a representative sample of each grade of Products to be drawn throughout the entire bunkering operation and that sample shall be thoroughly mixed and carefully divided into four identical samples which shall be clearly labelled, sealed and signed by the Seller and the Buyers, or their representatives, and the master of the Vessel. The Buyers or its representatives should be present during the sampling, however, the absence of the Buyers or its representatives shall not prejudice the validity of the samples.

5.2. Two samples shall be retained by the Seller and the Buyers shall retain two further samples. The seal numbers shall be recorded in the Delivery Receipt.

5.3. In the event of a complaint concerning the quality of the Products one of the samples retained by the Seller shall be tested by an independent laboratory. The Buyers and Seller shall seek to agree upon an independent laboratory to undertake the analysis, but if agreement cannot be reached then the Seller shall make the final and binding selection. The analysis shall be

established by tests in accordance with those specified under ISO Standard 8217(E):200S or equivalent. Unless otherwise agreed, the expenses of the analysis shall be for the account of the Buyers, unless the Products were not in compliance with the Contract. Only the results of the testing of the Seller's samples shall be admissible in any proceedings to prove the quality of the Products delivered.

6. Quantities/Measurements

6.1. The quantities of Products delivered shall be the quantities nominated in the Bunker Confirmation with a tolerance of +/- ten percent (10%) in the Seller's option. The Seller's obligation to supply such quantities shall be subject to availability from the Seller's usual source of supply at Place of Delivery. The quantities shall, unless otherwise agreed by the Seller, be determined from the official gauge or meter of the Bunker Tanker effecting delivery, or in case of delivery ex-wharf, of the shore-meter.

6.2. All such measurements made by the Seller shall be conclusive and final. The quantity of Products delivered shall be recorded on the Delivery Receipt and the Buyer will be charged for the Products accordingly.

6.3. In the event the master of the Vessel is not satisfied with the sampling, quality, quantity or any other matter concerning the Products or delivery thereof, he shall advise the Buyers who must take immediate phone contact to the Seller's 24/7 phone number stated in Bunker Confirmation.

7. Documentation

Once the delivery is completed and quantities measured, a Delivery Receipt shall be presented to the master of the Vessel or his authorized representative containing the delivered quantity in volume units, density in either kg/l or kg/m³ at fifteen (15) degrees Celsius as per ISO 3675, flash point, Sulphur content in % m/m as per ISO 8754 and viscosity. The master or his representative shall sign the Delivery Receipt and return it to the Seller or its representative. A duplicate copy shall be retained by the Vessel.

8. Price

8.1. The price of the Products shall be calculated according to the unit price stated in the Bunker Confirmation for each grade of Products delivered to the Vessel.

8.2. In addition to the price stated in the Bunker Confirmation, and unless otherwise expressly agreed in the Bunker Confirmation, the Buyers shall pay any and all additional charges associated with the delivery, including, but not limited to, wharfage charges, barging charges, mooring charges, port dues, overtime charges, and duties, taxes, charges and tariffs.

8.3. Where the Products are supplied with an exemption, remission or rebate of duties and taxes (which shall include, but not be limited to, customs duty, excise duty, VAT, GST and sales tax) the Buyers warrant that they are entitled to such exemption, remission or rebate. The Buyer shall indemnify the Seller against any duties, taxes, charges, costs, liability, interest and penalties that may be incurred by the Seller and notwithstanding that the Seller has earlier issued an invoice without such sums being claimed.

8.4. The Seller shall issue its invoice for the agreed price of the Products delivered promptly following delivery, but the Buyers' liability for payment of the price shall not be conditional upon the issue of an invoice by the Buyers.

9. Payment

9.1. Payment for the Products shall be made by the Buyers in full, without deduction by reason of any set-off, counterclaim or other reason, free of bank charges. If payment has been made in advance of delivery, a final invoice or credit note shall be issued on the basis of the actual quantities of Products delivered and additional payment and/or refund shall be made. Unless otherwise stated in the Bunker Confirmation, payment shall be due immediately upon delivery.

9.2. Where the Bunker Confirmation states payment terms that provide for credit to the Buyers then the Seller shall be at liberty to forthwith withdraw such credit upon notice to the Buyers if the Seller considers, at the Seller's absolute discretion, that credit can no longer be extended to the Buyers. Upon the Seller's notice, all sums due to the Seller by the Buyers shall be immediately due for payment and interest shall start to accrue from the date of the Seller's notice.

9.3. Where credit is withdrawn prior to delivery, the Buyers shall be required to make pre-payment.

If the Buyers fails to make pre-payment then the Seller shall cancel the delivery without any obligation or liability to the Buyers.

9.4. Payment shall be deemed to have been made at the time the funds are credited to the bank account designated by the Seller. Payment shall be made on the due date or, where this is a non-business day, on the nearest business day prior to the due date.

9.5. It shall be the Buyers' responsibility to ensure that payment is made to a valid account belonging to the Seller and the Buyer shall be vigilant to the risk of fraud in the communication of bank details.

9.6. The Seller shall be entitled to interest on all sums due to them from the Buyers from the date that payment was due and calculated until the actual date of payment at the rate of two per cent (2%) per month or any part thereof.

9.7. In addition to interest, in all cases where the Buyers fail to make payment to the Seller within the agreed period, the Buyers shall pay to the Sellers a late payment administration fee of USD 1.50 per metric ton of the Products for which payment has been delayed.

9.8. The Seller shall have full and absolute discretion in the allocation of any payments made by the Buyers to the Seller, including as to the Contracts and invoices to which payment is allocated, and without prejudice to the foregoing discretion the Seller may elect to allocate payment first to legal costs or interest due from the Buyers. In the event of delayed payment the Buyers shall indemnify and hold harmless the Seller against any loss which is caused by currency fluctuations.

9.9. The Buyers shall reimburse to the Seller on first written demand all costs and expenses, including legal fees, court fees, document fees and debt collection fees, incurred by the Seller in

taking any steps, successful or otherwise, for the purpose of seeking to obtain payment of any sum due from the Buyers or arising out of the Buyer's breach of any of its obligations under the Contract and including the costs of enforcement of a maritime lien, arrest, seizure, attachment or other available remedies under applicable laws.

10. Claims

10.1. It is a condition of making any claim with respect to quantity, that:

10.1.1. Any complaint concerning the quantity of Products delivered must be notified by phone to the Seller at the time of delivery and before signing the Delivery Receipt; and

10.1.2. Any claim must be presented by the Buyers to the Sellers in writing within twenty-four (24) hours from the time of delivery together with all documents supporting the Buyer's claim, failing which any such claim shall be forever waived and barred.

10.2. Any claim as to the quality of the Products must be notified in writing promptly after the circumstances giving rise to such claim have been discovered. The Buyers must notify the Seller in writing of any such claim and provide all supporting documentation for such claim within fifteen (15) days of the date of delivery, failing which such claim shall be deemed to be waived and barred. If a delay results from the Buyers' failure to give proper notices and/or to comply with the notices given pursuant to sub-clause 3.2 or the Vessel failing to receive Products at the pumping rate

10.3. referred to in sub-clause 3.3 then the Buyer shall indemnify the Seller for any losses arising from such delay.

10.4. Any claim against the Seller arising out of the Contract shall be deemed waived and time barred if the Buyer fails to commence legal proceedings for such claim at relevant arbitral tribunal within six (6) months of the date of delivery of the Products.

11. Liability

11.1. In the event of an established breach of the Seller's obligations under the Contract, or any liability arising in tort of breach of statutory or other duty, including any liability for gross negligence or willful default the Seller's total liability to the Buyers for any and all categories of loss and/or damages shall not exceed the total purchase price of the Products that are the subject of the claim. It shall be a condition of the Buyers bringing any claim against the Seller that the Seller has received full payment of the price for all Products delivered by the Seller to the Buyers.

11.2. Except as stated in Clause 15 and 16, no party shall be liable, whether in contract, tort or any way whatsoever, for any indirect, special, punitive, exemplary, incidental or consequential losses, damages or expenses of any kind or for loss of actual, projected and/or prospective profits, anticipated costs savings, loss of other contracts or financial or economic loss, loss of time, detention, deviation and/or off-hire.

11.3. The Seller and the Buyers recognize the risks inherent in ship-to-ship operations and that the decision to proceed with such operations is in the sound discretion of the masters of the vessels

involved. Any damage caused by contact or collision shall be dealt with by the Buyers directly with the owners of the Supply Tanker, and the Buyer shall indemnify the Seller in respect of any claim made against the Seller arising out of any such incident.

12. Risk/Title

12.1. Risk of loss and all responsibility for any damage caused by or to the Products, including deterioration, evaporation or any other condition or incident related thereto, shall pass to the Buyers once the Products have passed the flange connecting the Bunker Tanker to the Vessel's bunker manifold.

12.2. Title to the Products shall pass to the Buyer upon payment for the Products delivered and other sums that the Buyers may owe to the Sellers under other contracts. Until payment is made, on behalf of themselves and the Vessel, the Buyer agrees that it is in possession of the Products solely as bailee for the Seller and shall not be entitled to use the Products delivered other than for the propulsion of the Vessel, nor mix, blend, sell, encumber, pledge, alienate, or surrender the Products to any third party or other vessel. The Buyers agree that upon demand the Seller may remove the Products from the Vessel without judicial intervention if the purchase price is not timely paid.

13. Agents and Brokers

Where a Contract is entered into by an Agent on behalf of the Buyers or the Vessel and whether or not that agency is disclosed or undisclosed then the Agent shall be a party to the Contract as one of the Buyers and shall therefore be jointly and severally liable for the performance of the Buyers' obligations under the Contract.

14. Cancellation

Should the Buyers cancel the Contract or in the event the Vessel fails to take delivery of part or all of the requested Products, the Buyers shall be deemed in breach of the Contract and shall pay to the Seller a) a cancellation fee of five per cent (5%) of the total price for the Products as anticipated by the Contract, and b) any documented costs, losses and damages incurred by the Seller as a result of such cancellation or failure to take delivery.

15. Termination

Without prejudice to accrued rights hereunder, the Seller shall be entitled to terminate the Contract if any application is made, any proceedings are commenced or any order or judgment are given by any court for the liquidation, winding up, bankruptcy, insolvency, dissolution, administration, re-organization or similar of any one of the parties comprising the Buyers. Similarly, the Seller shall be entitled to terminate if any one of the parties comprising the Buyers or any of their affiliates fail to pay their debts as they become due, suspend payment of their financial obligations, cease to carry on business, make any special arrangement with their creditors or if any act is done or event occur which, under the applicable law, has a substantially similar effect to any of these acts or events.

16. Sanctions Compliance

16.1. This Clause shall apply where any sanction, prohibition or restriction is imposed on any specified persons, entities or bodies including the designation of any specified vessels or fleets under United Nations Resolutions or trade economic sanctions, laws or regulations of the European Union or the United States of America. The warranties set forth in this Clause shall apply at the date of entering a Contract and continue until delivery of the Products and payment by the Buyers to the Seller has been made in full.

16.2. The parties warrant that i) neither no party is subject to any of the sanctions, prohibitions, restrictions, or designation referred to in Sub-clause 15.1 which prohibit or render unlawful any performance under the Contract; and ii) the parties are respectively selling and buying the Products as principals and not as agents, trustees or nominees of any person with whom transactions are prohibited or restricted under Sub-clause 15.1 above.

16.3. The Buyers further warrant that i) the Vessel is not a designated vessel and is not and will not be chartered to any entity or transport any cargo contrary to the restrictions or prohibitions in sub-clause 15.1 above; ii) the Products purchased under the Contract will not be sold to any entity subject to the sanctions, prohibitions, restrictions or designation referred to in sub-clause 15.1; and iii) should the Buyers sell any of the Products purchased under the Contract, it shall obtain the same warranty from its own buyers.

16.4. The Seller further warrants that the Products do not originate or have been exported from a place that is subject to any of the sanctions, prohibitions, restrictions or designation referred to in sub-clause 15.1 above.

16.5. If at any time during the performance of the Contract any party has reasonable grounds to believe that any other party is in breach of a warranty as aforesaid, the party not in breach may terminate the Contract forthwith.

16.6. Without prejudice to the generality of the foregoing, the Seller reserves the right at all times, whether prior to or after confirmation of nomination of a Vessel, to decline to supply Products to such Vessel if the Seller reasonably considers that such supply could cause the Seller to be in violation of, or exposed to, punitive measures under any sanctions, prohibitions, restrictions or designation referred to in sub-Clause 15.1 above.

16.7. Notwithstanding anything to the contrary in this clause, the Buyers and the Seller shall not be required to do anything which constitutes a violation of the laws and regulation of any state or intergovernmental organization to which any of them is subject.

16.8. The Buyers and the Seller shall be liable to indemnify the other party against any and all claims, including return of any payment, losses, damage, costs and fines whatsoever suffered by the other party resulting from any breach of warranty as aforesaid and in accordance herewith.

17. Force Majeure

17.1. Except in relation to payment obligations under the Contract, neither the Buyers nor the Sellers shall be responsible to the other for any loss, damage, delay or failure in performance of

obligations required of them under the Contract, resulting from an Act of God, war, civil commotion, riot, quarantine, strike, stoppage, lock-out or labour dispute, epidemics, arrest, restraint of princes, rulers and people, piracy, acts of terrorism, trade restrictions, fire and explosion, accident, any government or lawful authority requisition, control, intervention, requirement, order or interference or any other event whatsoever which is beyond the control of the parties and cannot be avoided or guarded against by the exercise of due diligence.

17.2. In addition, the Seller shall not be liable for loss, damage, delay or failure to perform all or any part of its obligations under the Contract resulting from delay of the Bunker Tanker arriving at the Place of Delivery due to breakdown, bad weather bad visibility, the Buyers' failure to comply with the Seller's instructions, shortage or delay in the delivery of the Products to the Bunker Tanker.

18. Safety and Environment

18.1. In the event of any spillage (which for the purpose of this Clause shall mean any leakage, escape, spillage or overflow of the Products) causing or likely to cause pollution occurring at any stage of the bunkering operation, the Buyers and the Seller shall jointly, and regardless of whether the Buyers or the Seller is responsible, immediately take such actions as are reasonably necessary to abate the spill and effect clean up and which shall always be conducted in accordance with such local laws and regulations which may compulsorily apply.

18.2. Any loss of or damage to the Products during discharge or any pollution of or harm to the environment shall in each case be the responsibility of and for the account of the party responsible for the incident. Any claim made against or losses sustained by the other party in respect of damage to any facilities at the discharge terminal or arising out of any pollution of or harm to the environment shall be for the account of the party responsible for the incident.

18.3. The Buyers warrant that the Vessel is entered with a P&I Club and insured for pollution liability risks.

19. Confidentiality

19.1. Neither party shall disclose to third parties any Confidential Information except with the prior written consent of the other party, or to the extent required by law or regulation or by request of a government or agency thereof, or to the extent the disclosure is made in connection with an arbitration between the parties or an action to enforce or vacate an arbitration award. The parties shall take reasonable precautions to ensure that no unauthorized disclosure of Confidential Information takes place. If a party is uncertain to whether information is confidential, that party shall consult with the other party.

19.2. Should either party be required by law to disclose Confidential Information, the disclosing party must notify the other party and shall disclose only the minimum Confidential Information required to satisfy legal requirements.

19.3. Information is not confidential for the purposes of this clause if it was in the possession of the party prior to receipt from the other party, or becomes publicly available other than as a result of a breach of the Contract by one of the parties, or is lawfully received from a third party.

19.4. This Clause shall survive termination of the Contract.

20. Dispute Resolution

20.1. These TCS, all Contracts, and any question as to whether a Contract has come into existence, shall be governed by and construed according to the general maritime law of the United States of America which shall be taken to include the Commercial Instruments and Maritime Lien Act (together, "The General Maritime Law of the US"). If the General Maritime Law of the US does not address any issue in dispute, then the law of the State of New York shall apply to the extent necessary to determine the issue in dispute. The 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

20.2. Any dispute between the Buyers (or any one or more of them) and Seller or between an Agent and Seller arising out of or in connection with a Contract, including any dispute as to the existence of a Contract, shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. Where the Seller commences arbitration, all or some of the parties comprising the Buyers and the Agent may be co- respondents in a single arbitration.

20.3. The arbitration shall be referred to a sole arbitrator and the arbitrator's appointment shall be subject to the LMAA Terms.

20.4. In cases where more than one party is named as a co-respondent then the co-respondents shall agree between themselves and with the claimant upon the arbitrator and if agreement cannot be reached between them then a request shall be made to the President of the LMAA to make an appointment.

20.5. Where disputes arise in relation to more than one Contract entered between the Buyers and Seller then all such disputes (or some of those disputes) may be referred to a single arbitration, either by way of a single notice of arbitration or by way of a counterclaim.

21. Maritime Lien

21.1 The Seller shall have a lien over the Vessel for the price of the Products delivered to the Vessel, together with any interest accrued. The Buyers, if not the owner of the Vessel, expressly warrant that they have full authority of the owners to pledge the Vessel in favour of the Seller.

21.2 The laws of the United States, including but not limited to the Commercial Instruments and Maritime Lien Act, shall always apply with respect to the existence of a maritime lien, regardless of the country in which the Seller takes legal action. The Seller shall be entitled to assert its rights of lien or attachment or other rights, whether in law, in equity, or otherwise, in any jurisdiction where the Vessel may be found. The Buyers or the Vessel or its owners must notify the Seller of its intention to exclude the liability of the Vessel at least 24 hours in advance of the supply by sending written notice to **info@vistabunkering.com** failing which any notice or any stamp in the Delivery Receipt seeking to vitiate the Seller's maritime lien on the Vessel shall be of no effect.

