

St1 Norge AS/ St1 Norge Marine AS

GENERAL SALES AND DELIVERY TERMS FOR MARINE FUEL

4 October 2018

GENERAL INFORMATION

- 1.1 These general sales and delivery terms apply to all sales and deliveries of fuel (hereinafter called "**Fuel Products**") to vessels by St1 Norge AS/St1 Norge Marine AS (hereinafter called "**St1 Norge**"), pursuant to written agreement between St1 Norge and the Purchaser.
- 1.2 In the event of any conflict between provisions in the various contract documents, they shall be prioritised in the following sequence:
 - (a) any special terms and conditions expressly agreed in writing between the parties;
 - (b) the particular Bunkering Contract for the Fuel Products in question;
 - (c) these general sales and delivery terms, listed as Appendix 3 in the Bunkering Contract as amended from time to time; and
 - (d) any appendices in the sequence they are listed.

DEFINITIONS

Unless otherwise indicated by the particular context, the following definitions shall apply to this Contract:

- 2(a) **Bunkering contract**: means the separate contract document, irrespective of whether it is called a Bunkering Contract or not, that specifies the Purchaser's order of Fuel Products and St1 Norge's obligation to deliver accordingly.
- 2(b) **Fuel Products**: means heavy fuel, marine gasoil, marine special distillates and other marine fuel and as specified in Section 1.1.
- 2(c) **Prohibited Nation**: any nation that at any time is subject to an economic, political and/or trade restriction issued by the Norwegian authorities, the European Union, the United Nations or another similar international organisation.
- 2(d) **Force Majeure**: as defined in Section 13.1.
- 2(e) **Pollution event**: as defined in Section 7.1(a).

- 2(f) **Purchaser:** means St1 Norge's contractual party to which St1 Norge under this Contract shall transfer and deliver the Fuel Products specified in this Contract's Bunkering Contract.
- 2(g) **The contract:** means these general sales and delivery terms, Bunkering Contract(s) established for the Fuel Products including appendices as specified and any special terms and conditions expressly agreed in writing between the parties.
- 2(h) **Supplier Company:** means the company that has Fuel products available for sale at a port and/or depot for Delivery to the Purchaser on behalf of St1 Norge pursuant to this Contract.
- 2(i) **Delivery:** Transfer of risk for the Fuel Products as further specified in the Bunkering Contract and these general sales and delivery terms, Sections 6 and 8.
- 2(j) **Price Date:** means the date the bunkering is ended (time of disconnection).
- 2(k) **The Equipment:** means the Purchaser's equipment at the port of delivery.

TERMS OF PAYMENT

- 3.1 The Purchaser shall pay all amounts it owes to St1 Norge within the deadlines and according to the rules laid down in this Section 3 and the Contract otherwise.
- 3.2 Unless otherwise agreed in writing, (i) the Purchaser shall pay without further demand the invoice amount in Norwegian kroner and according to the invoices issued by St1 Norge, and (ii) all payments shall be due fourteen days after date of delivery.
- 3.3 The Purchaser is not entitled to withhold any part of the purchase price because of any counter-claims it has, in this or other contractual relationships, against St1 Norge or any companies affiliated with St1 Norge.
- 3.4 Delivery documentation (Bunker Delivery Note [BDN]) will be issued to the Purchaser if the Purchaser requests this.
- 3.5 In the event of overdue payment, interest on arrears will be invoiced in accordance with the Norwegian Act relating to Interest on Overdue Payments. The late payment interest rate shall correspond to the interest rate for late payment interest that is determined at any time by the Norwegian Ministry of Finance or the authority that determines such late payment interest rate at any time and may be surcharged by 3 – three – percentage points.
- 3.6 If the Purchaser breaches (i) its payment obligation under this Section 3, and/or (ii) its obligation to arrange security in accordance with Section 5, St1 Norge shall be entitled to:
- (a) suspend its deliveries under the Bunkering Contract and/or the Contract, to the extent such deliveries have not already taken place;
 - (b) cancel all or parts of the Bunkering Contract and/or this Contract, see Section 14.2(d); and/or

- (c) claim all of its rights and securities against the vessel or the Fuel Products, including the rights described in Section 5.
- 3.7 The rights stemming from Section 3.6 are in addition to any remedy available to St1 Norge pursuant to this contract and/or relevant background law.
- 3.8 If during the term of the contract changes occur to St1 Norge's depot structure that result in significant change to the cost picture for the affected locations, St1 Norge is entitled to make adjustments to the transport surcharge/product surcharge or other surcharge that reflects the changes. St1 Norge shall present the changed cost picture to the customer in detail in such a way that the customer can check the arithmetic. The same applies if St1 Norge has a significant increase in depot cost as a result of increased storage costs or dispensing charges at depots.

EXPENSES AND FEES

- 4.1 In addition to the prices to be paid for the Fuel Products, the Purchaser shall pay the following costs:
 - (a) any expenses accruing as a result of the vessel captain rejecting all or parts of the delivery, provided that the delivery has not been delayed and maintains agreed quality;
 - (b) any charges for mooring or casting loose or port fees, including but not limited to demurrage that St1 Norge may incur in connection with any vessel to which Fuel Products are delivered;
 - (c) any taxes, charges (except tax on profit), surcharges, fees, freight charges, premiums or other costs that St1 Norge incurs, or that St1 Norge is held liable for, in connection with deliveries of Fuel Products under one or more Bunkering Contracts;
 - (d) the duty or tax amount in question if St1 Norge (because St1 Norge does not have duty- or tax-free goods in storage, and after the Purchaser is informed first that such is the case) delivers to the Purchaser from stock subject to a duty or tax;
 - (e) Any other costs that St1 Norge incurs in connection with delivery under the Bunkering Contract(s) in question, including but not limited to payment for overtime, provided that the costs are not owing to delayed delivery and/or lack of agreed quality on the part of St1 Norge;

Rates for overtime (Minimum overtime per call-out is three hours for bunkering operation):

- Weekdays from 16:00 – 21:00; NOK 640/hour, minimum NOK 1,920
- Weekends and weekdays from 21:00 – 07.00; NOK 850/hour, minimum NOK 2,550

- 4.2 St1 Norge reserves the right to add an order cancellation fee if Delivery is delayed by circumstances caused by the Purchaser or circumstances for which the Purchaser is responsible. The order cancellation fee shall then be in reasonable proportion to the inconvenience and costs suffered by St1 Norge as a direct consequence of delayed Delivery.

SECURITY REQUIREMENT AND CREDIT

- 5.1 St1 Norge has a security interest in the delivered goods as security for the entire purchase price including any interest and expenses. Security interests are considered to be agreed in writing pursuant to the rules in this Section 5.1 and pursuant to the Bunkering Contract and/or St1 Norge's issuance of confirmation of nomination in connection with Delivery under a Bunkering Contract, with the indication of the purchase price.
- 5.2 St1 Norge is entitled to require other security for its balance owed related to Delivery of the Fuel Products, if St1 Norge considers this desirable. Such security may also be required after the Bunkering Contract and/or the nomination pursuant to the Bunkering Contract has been accepted.
- 5.3 The Fuel Products, or rights to these, covered in a Bunkering Contract may not be disposed of (either entirely or partially, including through pledging) without consent from St1 Norge before the purchase price for the applicable Bunkering Contract and/or nomination pursuant to it has been fully paid. However, the Purchaser is itself entitled to use the Fuel Products covered in a Bunkering Contract and/or nomination pursuant to a Bunkering Contract.
- 5.4 The Fuel Products covered in a Bunkering Contract under this Contract are delivered on the basis of the Purchaser's creditworthiness. St1 Norge reserves the right to assess this continuously and to require changes to the contract and/or the Bunkering Contract if St1 Norge considers it necessary because of changes in the Purchaser's creditworthiness or because of other relevant circumstances.
- 5.5 If the Fuel Products under a Bunkering Contract are delivered or are to be delivered on credit and the Purchaser's financial position (in the opinion of St1 Norge) deteriorates or is unsatisfactory, either before or after Delivery of the Fuel Products, St1 Norge is entitled to shorten the credit period, require payment in advance and/or require additional security for its amount owed.
- 5.6 If the Purchaser exceeds a credit limit set by St1 Norge, or the Purchaser fails to fulfil its payment obligations as described in Sections 3 and 4 at the agreed time, St1 Norge is entitled to use the legal means and remedies that are available to St1 Norge under the Contract and/or otherwise arise under Norwegian law in order to obtain payment of outstanding amounts. Among other things, St1 Norge is relieved of its delivery obligations and may choose to cancel any Bunkering Contract(s), nominations and/or all or parts of this Contract, see Section 14.2(d).

DELIVERY

- 6.1 Where the port of delivery provides an opportunity for it, the Fuel Products shall be delivered "ex-pipe" from a quay or from a lighter (barge) according to instructions provided by the Purchaser or its approved representative, or the captain of the vessel if this is accepted by St1 Norge before the delivery starts. In the event a tug and/or pilot is required, this is the customer's responsibility and expense.
- 6.2 The time and specific method for Delivery are according to the particular Bunkering Contract or according to specific agreement and adapted to the Purchaser's schedules. If Delivery is to occur outside normal working hours, the Purchaser shall reimburse any additional cost

that St1 Norge incurs in order to deliver outside normal working hours. St1 Norge cannot under any circumstance deliver contrary to applicable port regulations.

- 6.3 A vessel, including a tanker, will be bunkered in turn as soon as the conditions permit it, but St1 Norge shall not be liable for demurrage or any form of loss, expense, damage or delay due to backup at the terminal or previous obligations for available lighters (barges), or when in the opinion of St1 Norge there is no clear and safe berth, or assistance from qualified employees to secure the moorings, available.
- 6.4 When Delivery is made from a lighter (barge) or tanker, the Purchaser shall provide the Seller at no expense a clear and safe place for the lighter(s) (barge(s)) along the vessel's receiving paths and assistance from qualified employees to secure the moorings. The receiving vessel shall arrange for safe access to the lighter (barge). Such safe access means use of the accommodation ladder. If the lighter's (barge's) position does not match the accommodation ladder's position, a pilot ladder shall be rigged, with a safety line/harness. The receiving vessel is responsible for safe access to and from the lighter (barge). Where Delivery is made to a lighter (barge) or tanker arranged by the Purchaser or a third party on behalf of the Purchaser, the lighter (barge) or tanker shall be approved by St1 Norge and the depot in question where the depot is not owned and operated by St1 Norge.
- 6.5 St1 Norge shall not be required to deliver Fuel Products to any of the vessel's tanks when a permit from the authorities is required to export the same and such a permit has not been obtained by the Purchaser or the Purchaser's approved representative. The Purchaser shall present such a permit at St1 Norge's request.
- 6.6 Unless otherwise agreed between the parties, the Purchaser shall not be entitled to receive Fuel Products other than in tanks ordinarily used as fuel bunkers for the vessel for which the fuel is to be delivered.

POLLUTION AND DISCHARGE

- 7.1 If during a Delivery pursuant to an obligation a discharge or spill of Fuel Products occurs, the follow shall apply:
- (a) The Purchaser agrees that if a Pollution Event occurs before, during or after Delivery of Fuel Products, St1 Norge or a Supplier Company may at its sole discretion take reasonable measures to limit and bring to an end the pollution, collect and remove the discharge of Fuel Products and clean the affected area. The Purchaser must provide St1 Norge with reasonable cooperation in connection with carrying out measures under this section. If the pollution is due to a negligent act or failure to act by the Purchaser, the Purchaser's subordinates or the Purchaser's agents (excluding St1 Norge), the Purchaser must indemnify St1 Norge for the expenses for any measures taken pursuant to this section 7.1(a). In this section 7.1(a), "**Pollution Event**" means any occurrence that results in discharge of Fuel Products on or in soil or water.
- (b) The Purchaser shall provide to St1 Norge any document and any information about the Pollution Event or any programme for preventing pollution requested by St1 Norge, or which is required under a statute or regulations that apply in the port of delivery in question.

- 7.2 The Purchaser shall be fully responsible for use, maintenance and repair of the Equipment. The Purchaser shall immediately inform St1 Norge of any defects, breakage, discharge or other problems with or related to the Equipment that occurs during Delivery.
- 7.3 The Purchaser shall arrange for clear and safe access to the Equipment for Delivery of fuel products in the port of delivery and shall not hinder access to the Equipment for Delivery. Delivery shall not start before the check list has been jointly completed satisfactorily and signed by or on behalf of both St1 Norge and the Purchaser. For vehicle deliveries, a special check list shall be used and completed satisfactorily.
- 7.4 St1 Norge and the Purchaser guarantee and assure each other that they follow all applicable statutes and government regulations that apply to the environment and that they have in place rules for environmental responsibility concerning their dealings with the Fuel Products.

RISK AND OWNERSHIP

- 8.1 Unless otherwise expressly agreed in writing, the Fuel Products shall be considered to be delivered, and ownership and risk shall be transferred from St1 Norge to the Purchaser, as the Fuel Product passes the flange connecting the delivery equipment arranged by St1 Norge with the receiving equipment arranged by the Purchaser. In order to avoid doubt, where a lighter (barge) or tanker is arranged by the Purchaser, the ownership and risk are transferred to the Purchaser as the Fuel Product passes the flange connecting St1 Norge's delivery equipment with a lighter (barge) or tanker arranged by the Purchaser.
- 8.2 The responsibility for connecting the delivery equipment arranged by St1 Norge with the receiving equipment arranged by the Purchaser shall be in accordance with what is customary in the port of delivery in question.

DEFECTS AND COMPLAINTS

- 9.1 The quality of delivered Fuel Products is determined by St1 Norge/Shell's standard specification or by agreed specifications listed in the Bunkering Contract in question. If the delivered Fuel Products do not correspond to the specifications and the Fuel Products have not been put to use, St1 Norge is obliged as soon as possible after the Purchaser's complaint to remedy defects on the deficient Fuel Products or to provide a defect-free delivery of fuel Products as replacement for the deficient Fuel Products at no expense to the Purchaser and to remove deficient Fuel Products. However, the Purchaser must present its complaint as soon as possible, and no later than thirty days from Delivery of the Fuel Products, see Section 8.1.
- 9.2 The quality of delivered Fuel Products is determined according to agreed specifications listed in the Bunkering Contract in question. A complaint or claim on the part of the Purchaser with respect to the quantity of Fuel Products delivered under the Contract or the Bunkering Contract in question must be presented to St1 Norge as soon as possible and in all cases within thirty days after the date of delivery, see Section 8.1.
- 9.3 The Purchaser must make a complaint *in writing* to St1 Norge within the above-mentioned deadlines. If that is not done, the Purchaser will lose the right to invoke any defect, and the Purchaser will be considered to have waived all claims with respect to agreed specifications, quality and/or quantity of delivered Fuel Products.

- 9.4 Fuel Products that meet the requirements in Sections 9 and 10 of these general sales and delivery terms shall not be considered under any circumstance to have any deficiency.
- 9.5 Any dispute regarding the quantity or quality of delivered Fuel Products under a Bunkering Contract and/or a nomination under such Bunkering Contract shall be finally and conclusively decided, except for cases of obvious defects or fraud, by an expert jointly appointed by the Purchaser and St1 Norge. If the parties do not reach agreement on choice of expert, the expert shall be appointed by DNV GL. In the event of disputes regarding quality, the expert shall be asked to analyse one or more of the quality samples that have been taken pursuant to Section 10.4 below and if possible base his or her decision on the results from these.

QUALITY, MEASUREMENT, SAMPLES, ETC.

- 10.1 The Fuel Products to be delivered pursuant to this Contract shall meet the quality requirements imposed in ISO 8217/2012, unless otherwise expressly agreed in writing between St1 Norge and the Purchaser.
- 10.2 The quantity of Fuel Products that are delivered shall be measured and calculated according to ASTM-IP measurement tables for petroleum, or the methods in any other recognised standards at the discretion of St1 Norge.
- 10.3 If there are no obvious defects, St1 Norge's weights and measurements shall be considered to show the correct delivered quantity. The Purchaser or the Purchaser's approved representative is free to witness and check such weights and measurements.
- 10.4 St1 Norge shall take one primary sample of each category of Fuel Products delivered, from which St1 Norge shall take four representative samples. The Purchaser or the Purchaser's approved representative is free to witness the sampling. Three of these samples are taken for quality purposes ("**Quality Samples**"). The fourth sample is known as the MARPOL control sample. The MARPOL sample is only taken when this is required. One sealed quality sample and the MARPOL control sample shall be handed over to the captain of the vessel that receives the Fuel Products, and the other two quality samples shall be kept by St1 Norge for a period of thirty days or the minimum period that applicable law allows, whichever is longer, from the date they are delivered to a safe place where they will not deteriorate. At the expiry of this period, the remaining quality samples may be discarded unless the Purchaser has presented a complaint or claim under Section 9.1 during the above-mentioned period, in which case one of the samples shall be kept by St1 Norge for analysis by the experts mentioned in Section 9.5. The above-mentioned product samples shall also be documented in a Bunkering contract in force at any time with the number of the sample flasks' seal.
- 10.5 Together with Section 9, this Section 10 constitutes all of St1 Norge's obligations concerning quality and quantity of the Fuel Products to be delivered and (except to the extent exclusion thereof is not permitted under the law), all statutory or other terms and conditions and/or warranties, either express or implicit, with respect to the description of or the quality and quantity of the Fuel Products or their suitability for any purpose are hereby ruled out.

LIABILITY AND INDEMNIFICATION

- 11.1 The Purchaser shall indemnify St1 Norge against any claim, loss, cost (including costs related to legal assistance), liability for damages, damage, fines and expenses that accrue or are incurred because of or in connection with an applicable Contract, except to the extent such claims, losses, costs, liability for damages, harm, fines and expenses arise because of St1 Norge negligent act or failure to act.
- 11.2 St1 Norge shall under no circumstance have any liability to the Purchaser for indirect losses as regulated in this Contract and relevant background law. Indirect losses under this provision include, but are not limited to:
- (a) loss of actual or expected profit;
 - (b) loss owing to an interruption in business activity;
 - (c) loss of goodwill or reputation; and/or
 - (d) any indirect, special or consequential cost, expense, loss or damage, including when such cost, expense, loss or damage was reasonably foreseeable or reasonably could have been assessed by St1 Norge, and whether it is owing to breach of contract, unlawful circumstance other than contractual, negligence, breach of a legally-imposed obligation or other things.
- 11.3 St1 Norge's total liability to the Purchaser during or in connection with Delivery under one or more nominations pursuant to a Bunkering Contract, irrespective of how such liability arises, shall not exceed under any circumstance the price the Purchaser is supposed to pay for the nominated delivery or deliveries pursuant to such Bunkering Contract.

SPECIAL LIMITATION OF LIABILITY

- 12.1 St1 Norge shall not be held liable for any form whatsoever of damage caused by defects or deficiencies in tanks, receiving conditions or Equipment, or for defects, deficiencies and damage that may be due to mixing foreign substances. The same applies to mistaken use and application of St1 Norge's products by the Purchaser or third parties.
- 12.2 St1 Norge is not liable for personal injury or property damage in the event of incorrect use, storage, etc. of the Fuel Products.
- 12.3 The Purchaser may not make a claim against St1 Norge in connection with a shut-down owing to replacement of installations and equipment, or a shut-down at the Purchaser related to government authorities or St1 Norge safeguarding health, safety and/or environmental considerations.

FORCE MAJEURE ETC.

- 13.1 "**Force Majeure**" includes obstacles beyond a party's control that it should not have foreseen when the Contract was entered into and that it could not reasonably be expected to avoid or overcome the consequences of, including but not limited to obstacles that result in St1 Norge's supplies, production, delivery or other services being delayed, reduced or hindered. The same applies if St1 Norge or St1 Norge's partners must comply with orders

and/or prohibitions from government authorities that hinder, make more difficult or delay the Delivery.

- 13.2 Neither of the parties shall be considered to have breached an obligation under the Contract to the extent it can establish that compliance with it has been prevented because of Force Majeure. In order to avoid doubt, in the event of Force Majeure St1 Norge is relieved of an obligation to deliver and liability for damages for as long as the Force Majeure occurrence persists. In addition, St1 Norge may choose in a Force Majeure situation to reduce its deliveries in order to allocate them as St1 Norge considers proper in the context of obligations St1 Norge has to any third parties. St1 Norge is relieved in such situations of its obligation to deliver and its liability for damages for the obligations that are reduced under this provision and thus not delivered, and it is not obliged under any circumstance to arrange for Delivery from other suppliers. The Purchaser is entitled in such situations at its own expense to cover any deficit in fuel from another supplier, but St1 Norge has no liability under any circumstance for such cover purchases.
- 13.3 St1 Norge reserves the right to increase the price charged for the Fuel Products (whether the price was originally set by reference to St1 Norge's prices or agreed individually in writing) if an increase occurs in the costs St1 Norge incurs or will incur in connection with the Delivery in question because of factors that are beyond St1 Norge's control. These factors include increased indirect taxes, charges, introduction and/or amendment of statutes, orders, by-laws or other regulation.
- 13.4 If the Force Majeure occurrence has a continuous duration of more than forty days, each of the parties is entitled to terminate the Contract by prior written notice to the other party. After such termination, the Purchaser shall pay:
- (a) The amount St1 Norge has as a credit for the part of the Bunkering contract(s) and/or the nomination under the Bunkering contract that already has been delivered;
 - (b) All outlays that St1 Norge and/or St1 Norge's partners incur in connection with dispositions and other orders made before notice of such termination has been received or sent by St1 Norge.
 - (c) All necessary cancellation fees and administrative fees that St1 Norge has incurred in connection with the termination; and
 - (d) Other expenses directly connected with an orderly ending of the Contract;

Payment shall be made in accordance with Section 3.

CANCELLATION IN THE EVENT OF BREACH OF CONTRACT

- 14.1 In addition to other rights in the event of breach of contract, the parties may cancel this Contract, entirely or partially, if the other party materially or persistently breaches its obligations under this Contract, including any Bunkering contracts and/or nominations under the same.
- 14.2 Examples of material breach include that the Purchaser:

- (a) Undertakes a change that directly or indirectly transfers control or ownership of the Purchaser without St1 Norge being informed in writing in advance;
- (b) Entirely or partially assigns or seeks to assign its rights and/or obligations under this Contract without St1 Norge having granted its prior consent;
- (c) Enters into liquidation, initiates voluntary or involuntary debt rescheduling or becomes insolvent; and/or
- (d) Fails to fulfil its payment obligations to St1 Norge within fourteen days after receipt of a written demand for payment, see Section 3.6 and Section 5.6.

14.3 Examples of material breach include St1 Norge:

- (a) After an agreed supplementary deadline for fulfilment, is *materially* delayed in its Delivery, see Section 6.2;
- (b) Provided that the Purchaser complies with deadlines as specified in Sections 9.1 and 9.2, delivers Fuel Product(s) with a *material* defect, see Sections 9 and 10.

SANCTIONS, TRADE RESTRICTIONS, ETC.

15.1 The Purchaser accepts and confirms that it is acquainted, and complies, with relevant national and international regulations related to use, trade, export, import, re-export and/or similar dealings with Fuel Products, including any trade restrictions issued, and that it neither directly nor indirectly will trade with, export, transfer, sell, import and/or export to a Prohibited Nation, as such is defined at any time.

CONFIDENTIALITY

16.1 This Contract and its terms are subject to a confidentiality obligation, and with the exception of what is indicated in this Section 16, information shall not be provided to others regarding the content without prior written consent by both parties. The Parties shall keep confidential all information received regarding the other party and its business activity. The confidentiality obligation shall also apply after the Contract has ended. However, this does not apply where such confidential information:

- (a) may be transferred to third parties pursuant to this Section 16;
- (b) is already known to the party in question at the time the information was received;
- (c) is or becomes publicly known in a manner other than an error committed by either of the parties or their employees and affiliated companies; or
- (d) is received from third parties in a legitimate manner without a confidentiality obligation.

16.2 However, each of the parties may use or transmit confidential information to third parties to the extent this is necessary for performing the Contract and the other party has received written prior notice of such sharing of confidential information. The parties shall see to it in such cases that the third party signs a satisfactory confidentiality agreement.

- 16.3 However, the provision in this Section 16 shall not prevent the parties from transferring confidential information to the extent required by law.

SUBCONTRACTOR DELIVERIES AND ASSIGNMENT

- 17.1 St1 Norge may enter into contracts for full and/or partial subcontractor delivery in connection with the performance of this Contract and/or the Bunkering Contracts in question and nominations thereunder without the Purchaser's consent.
- 17.2 The Purchaser may not assign or pledge its rights and/or obligations, in whole or in part, without St1 Norge's written prior consent.
- 17.3 St1 Norge may assign all or parts of its rights and/or obligations under the Contract to a third party without the Purchaser's consent. St1 Norge is obliged in such cases to inform the Purchaser in writing of such assignment. To avoid doubt, if St1 Norge assigns rights and/or obligations to a Supplier Company, the Purchaser shall accept such assignment and Delivery from such a Supplier Company as though the rights and/or obligations were those of St1 Norge.

NOTIFICATIONS, CLAIMS AND COMMUNICATIONS

- 18.1 All notifications, claims and other communications that are to be made under provisions in this Contract shall be made in writing to the representative or contact person of the party in question as specified in the Bunkering Contract in question, or as specifically agreed. Writing also means notifications, claims and other communications provided by fax or e-mail.

NORWEGIAN LAW AND DISPUTES

- 19.1 This Contract shall be subject to and interpreted according to Norwegian law.
- 19.2 Disputes which may arise in connection with or as a result of the Contract and which are not resolved amicably shall be decided by arbitration, unless the parties agree something else. Oslo shall be the venue. In the event of arbitration, each party will appoint a representative who will jointly appoint the chairperson of the arbitral tribunal See also the Norwegian Arbitration Act of 14 May 2004.

Where the amount in dispute is less than NOK 1,000,000, the dispute shall be decided by the general courts and with Oslo District Court as the proper venue, unless the parties agree otherwise.

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