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نموذج رقم ٢٨٥ (٢/٢٤)



شركة للبترول

MISR PETROLEUM CO.

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FACSIMILE MESSAGE

رسالة فاكسيميلي

TO: *Messrs, Maritime Agency Bunker* الى: **45701 50745 DK**

FROM: *B.Division / Sales Dep.* من:

REF: NO *4247* رقم التسليم *4-27517* DATE *13/3/2002* التاريخ:

NUMBER OF PAGES (INCLUDE COVER) *Ten* عدد الصفحات (متضمنة هذه الورقة):

SUBJECT/COMMENTS الموضوع:

Kindly find attached copy of our general terms and conditions of sale of marine fuel bunker in A.R.E. ports by Misr Petroleum Company.

Best Regards,

(Ahmed Hallouda)

Foreign Marketing Director



Misr Petroleum CO.,
Head office

6, Orabi ST, CAIRO
Egypt P.O. box 228

****TELEPHONE: 5755000 / 5745400***

****BUNKER SALES DIRECT NO. 5778775***

****TELEFAX : 5745436***

• TLX NO : 92005 / 92954 MSROL UN

***General Terms & Conditions of sale of marine fuel bunker in
A.R.E ports by Misr Petroleum Company***



MISR PETROLEUM COMPANY

*General Terms & Conditions of sale of marine fuel bunker in A.R.E
ports by Misr Petroleum Company.*

1 - DEFINITION

- 1-1 *The " Seller " shall mean Misr Petroleum Company. The Seller agrees to sell and deliver marine fuel.*
- 1-2 *The " Buyer " shall mean the party as identified in bunker receipt that has agreed to buy marine fuel and that to whom the Seller contracts to sell goods.*
- 1-3 *The " Supplier " shall mean the person or entity delivers at the delivery port, the goods, which the Buyer has purchased from the Seller, where the Seller itself delivers the goods to the Buyer. It shall be the supplier as well as the Seller.*
- 1-4 *" Delivery Port " means the port at which the Seller agrees to supply the goods.*
- 1-5 *" Price " shall mean the price for which the Seller has agreed to sell and deliver the goods to the Buyer, as set, or in the nomination.*
- 1-6 *" Receiving vessel " shall mean the vessel named in the nomination as vessel to receive delivery of the goods, it shall include the receiving vessels owners, operators, master and crew.*
- 1-7 *" Supplying barge " shall include any barge used for or in connection with the delivery of the goods.*

2- Application Of Terms of sales and Misr Petroleum Company bunker Schedule

These terms of sale and terms and conditions of Misr Petroleum Company bunker schedule (including any revisions to Misr Petroleum Company Bunker schedule) current on the date of delivery apply to all deliveries contracted for unless the Seller expressly agrees otherwise in writing, each delivery shall be a separate contract.

3- PRICE AND DELIVERY:-

3-1 Prices are to be quoted on daily basis for each individual enquiry and to be valid until 0400 hrs GMT the following day.

3-2 Quotations are for enquiries with max ETA of 7 days from enquiry date.

3-3 Supplier is entitled to review prices in the following cases :-

A- Should ETA exceed 48 HRS after original nomination.

B- Should qty vary more than + or- 10% of original volume nominated.

3-4 Nomination is to be accepted, confirmed provided that, stem for same vessel / quantity / ETA has not been previously awarded to another supplier, otherwise supplier has the right to cancel delivery.

3-5 A cancellation fee of USD 3 per m. ton is applicable, in case a stem is cancelled for reasons other than force majeure.

3-6 If the period between fixing & supplying exceeds 9 days, we go back 9 days from delivery date and the higher price should be applied.

- 3-7 The max. credit period is 30 days from date of delivery.
- 3-8 *Deliveries of Marine Bunkers against a receipt, delivered / received on board for use as bunkers are for account of the owners, and / or managing owner and / or managers and / or brokers of this vessel as well as of any other vessels managed by the same managers appearing on Lloyds registers of shipping or Greek Shipping Directory, or any other shipping directories and / or for account, charterers and any of the above mentioned concerned are individually and / or jointly responsible for payment of the bunker supplied to the vessel without any protest.*
- 3-9 *Deliveries are deemed to be made F.O.B. for such deliveries the Buyers will also have to provide, free of cost clear and safe berth alongside and if requested, the vessel shall supply. Free of charge steam for pumping the oil.*
- 3-10 *Excellent service 24 hours a day.*

4- NOTICE AND OPERATION:-

- 4-1 *The Buyer or its representative shall give the Seller at least 48 hours (two days) advance notice at main ports and seven days at subsidiary ports of any supply required and a further 24 ' twenty four ' hours clear notice of the vessels ETA readiness to receive, and of the quantity required failing of which all consequences of whatsoever nature shall be the Buyers responsibility.*
- 4-2 *The Supplies shall be made with the utmost celerity and as promptly as circumstances permit, but the Sellers shall not be liable for demurrage or any loss due to congestion at the terminal or to prior commitments of barging facilities.*

- 4-3 *The vessel will be dealt with strictly in order of arrival at the loading berth and shall leave the terminal immediately upon completion of delivery. All expenses and / or damages of no matter what nature consequent upon the vessel failing to do so or to receive the supply by barges immediately upon their arrival alongside, Being the Buyer's responsibility.*
- 4-4 *Nomination of each vessel, ETA, grade requirements, quantity desired and name of ship's agency in Egyptian ports should be sent to the bunker department, head office in Cairo, at least 2 days before the time of arrival stated in the nomination.*
- 4-5 *48 hours clear notice should be given to the port concerned of vessel's readiness to receive its marine bunker requirements.*
- 4-6 *Please contact the bunker department to provide you with the daily prices.*

5- QUALITY, QUANTITY AND SAMPLING:-

- 5-1 *The Buyers shall be responsible to provide the Sellers with clear specifications of marine fuel grades to be delivered to the vessel and the Seller submit the actual specifications to vessel's representative for acceptance at the time of delivery.*
- 5-2 *Three sealed samples of the product delivered should be taken from the terminal shore tanks, wharf or delivery barge during the course pumping process at the start, during and end of pumping one sample shall be passed to the Buyer (or its representative). The Seller shall retain the other two samples for any eventual claim may be arised concerning the quality delivered.*
- 5-3 *Tests determining quality could be made only of such samples in any neutral international laboratory in Egypt upon owners/ your*

request and in presence of both parties only within seven days from date of supply. The results of samples would be binding to both parties.

- 5-4 First class fuel oil of all viscosities (180 / 380 cst) and gas oil are available on a 24 hour basis.*
- 5-5 Bunkering in the three main Egyptian ports (Suez / port Said and Alexandria) as well as other secondary Egyptian ports.*
- 5-6 The quantities of marine fuels to be delivered are those stated in the sale contract. The tonnage requested by the vessel shall not fall short or exceed by more than 10% the tonnage so stated without the prior agreement of Sellers.*

6 – Measurments: -

- 6-1 Measurments of shore tanks and / or barges, before and after bunkering, must be attended by masters / chief engineer or its representative of the vessel. Supplier's barge measurments are the sole basis for measurments.*
- 6-2 No claim of variance concerning the quantities delivered will be allowed under any circumstances after delivery has been effected.*

7- CLAIMS AND LIMITATION OF LIABILITY: -

All claims by Buyers, as to shortage in quality or otherwise shall be made in writing to the Seller, within seven days after the delivery in question, and must be sent together with supporting documents otherwise all such claim shall be deemed to have been waived in their entirety.

Seller shall not be liable for special indirect, punitive or exemplary damages of any kind arising out of or in connection with the performance or non- performance of the agreement.

8 - METHOD OF PAYMENT:-

THE PAYMENT OF THE FULL VALUE OF INVOICES COVERING THE COST PRODUCTS, OVERTIME CHARGES OR ANY OTHER CHARGES INCURRED WILL BE EFFECTED EITHER:

8-1) BY DIRECT REMITTANCE IN FREE CURRENCY, FREE OF ANY TAXES OR BANK CHARGES, IN THE NAME OF MISR PETROLEUM COMPANY TO,

**MISR INTERNATIONAL BANK
ALFY BRANCH, CAIRO – EGYPT.
14 ALFY STREET - CAIRO.
SWIFT CODE : MIIB EG CK001.
F/O MISR PETROLEUM CO.
A /C NO. 5276177**

**WITH :BANKERS TRUST CO. NEW YORK.
A/C. NO. 04084897 UID.NO.108171.**

8-2) BY CHEQUES ISSUED BY A FIRST CLASS BANK ACCEPTABLE TO THE SELLER.

**** PAYMENT TO BE WITHIN MAXIMUM THIRTY DAYS FROM DATE OF SUPPLY.**

9 – MARINE LUBRICANTS:-

Misr Petroleum Company is well provided with marine engine and machinery oils, greases and compounds. These products are blended locally in Misr own blending plants to meet international standards, or obtained from reputable worldwide companies. In both cases, the best of brands are selected.

Misr Petroleum barges are equipped to deliver all grades of lubricants either bulk or in drums as per customers' request.

10 – FORCE MAJEURE:-

Under the agreement no failure or missions by the Buyers or Sellers to carry out or observe any general or special terms shall give rise any claim against the other or be deemed a breach of the agreement. When such delay, failure or breach is due to or results from causes beyond the reasonable control of the affected party including without limitation, acts of God, fires, floods, perils of seas, war, embargoes, strikes failure or shortage of vessel or barge services normally available to the Sellers or their supplier or shortage in facilities used for production.

Refining or transportation of marine fuel, governmental authority intervention, or any other similar causes.

11 – LAW AND ARBITRATION:-

11- 1 At the option of the Seller, such option to be exercised in writing within 30 days from dispute or difference arising.

11 -2 Any dispute, difference or question between the parties here to touching the construction meaning of effect agreement, or the rights or liabilities of the parties, or any matter arising out of the same or connected herewith shall be preferred to the competent courts of Arab Republic of Egypt and accordance of the law of A. R. E.