

Standard Terms and Conditions of Marine Fuels Sales in Colombian Ports

These terms and conditions are applicable to every sale of marine fuel, marine diesel oil and/or marine gas oil sold by INTERFUELS. (hereinafter "Seller") to all parties purchasing the product (hereinafter "Buyer"). These terms and conditions shall override any other different terms or conditions stipulated, incorporated or referred to by Buyer, whether in his purchase order or in any negotiation, unless otherwise accepted in writing by Seller.

A) Definition.-

Marine Fuel is defined as a commercial grade of bunker fuel oil and/or marine gas oil/marine diesel oil or their mixtures offered at the time and place of delivery by Seller.

B) Quality and Quantity Determinations.-

1.- Buyer shall have the responsibility for the selection and acceptance of marine fuels. The quality of each grade of marine fuel shall be the usual production quality of that grade being sold by Seller at the time and place of delivery. The Buyer shall have the responsibility for any determination of compatibility of marine fuel purchased from INTERFUELS. with marine fuel already on board the vessel.

2.- The quality and quantity of the marine fuel shall be determined by Seller's personnel, using Seller's equipment according to Seller's official methods, and in any case according to the bunker delivery receipt. Buyer may be present or represented when such quality determinations and quantity measurements are taken, but whether or not Buyer or Buyer's representative accepts or declines such invitation, Seller's determination of quality and quantity shall prevail and be binding.

3.- Seller shall draw from the barge or truck or pipeline at least three representative samples of each grade of marine fuel delivered. Buyer may attend or be represented during such sample taking in which event he shall countersign each sample and may retain one sealed and countersigned sample. The sealed samples shall be deemed conclusive and binding as to the quality of the delivered marine fuel.

4.- Seller or Seller's agent may inspect Buyer's vessel in the event of any complaint, whether at the request of Buyer or otherwise. Such inspection or any analysis made in connection therewith shall be made entirely without any obligation on behalf of Seller to consider or act upon any claim or complaint by Buyer or otherwise and shall be entirely without prejudice to Seller's position.

5.- If present at delivery, Buyer or Buyer's representative shall furnish to Seller's personnel such ship's data as available pertaining to the accuracy of the quantity and quality determinations initially made (E.G. dryness certificate, ship's ullage before and after delivery, fuel oils retained on board from tank washing or cleaning or for other reason, vessel experience factors and sample from the cargo tanks).

6.- Buyer waives all claims against Seller with respect to any claimed shortage in quantity, unless Buyer or Buyer's representative shall give written notice both to the barge master and/or to the Seller at the time of delivery. Seller shall also be notified in writing of any claimed defect in the quality immediately after such alleged defect is discovered. Each of the foregoing preliminary notices shall be followed by a formal written notice of claim to Seller containing all details necessary to allow evaluation of the claim. If Buyer fails to give any initial notice or if the formal written notice is not received by the Seller within two (2) days after delivery of the marine fuel to vessel in case of quantity claims, or seven (7) days in case of quality claims, any claim shall be conclusively deemed to have been waived.

7.- Claims, if any, are to be settled separately from payment of the invoice, which in all cases has to be honoured in full without delay.

C) Vessel Nomination.-

1.- Buyer shall provide Seller written notice at least four (4) days prior to the scheduled date of arrival of his vessel specifying the name of the vessel, vessel's agent, approximate date of arrival, bunkering port, grade and quantity of marine fuel and Buyer's address for invoicing.

2.- Buyer shall ensure that either the master of a nominated vessel or vessel's agent gives not less than two (2) working days advance written notice to the Seller's representative office in Barranquilla or Cartagena, Colombia, which notice shall identify the Buyer and specify the place where and the time when delivery is required. The master or the vessel's agent shall give immediate notice to Seller of any delays in time of arrival. In case of failure to arrive at the scheduled date, Seller will use his best efforts to reschedule Buyer's vessel but shall not be responsible for any attendant delays or for any damages resulting there from.

3.- If any nomination is given by an agent for a Buyer hereunder, then such agent shall be independently liable, as if it were the principal, for the performance of all the obligations hereunder. Should the quantity requested locally exceed by ten percent (10%) the nominated quantity in any grade, Buyer shall give Seller telex/fax authorization to supply such increased quantity.

4.- Seller does not warrant nor shall be deemed to warrant the safety of any place (s) or facility (ies) where Buyer's vessel loads and assumes no liability in respect thereof, except for loss or damage demonstrably caused by his failure to exercise reasonable care.

D) Price.-

1.- Price will be that which has been agreed between Buyer and Seller at the time of concluding the contract and confirmed in writing by Seller.

2.- Price may change if quantity actually delivered is less than quantity ordered and such quantity falls under the minimums in effect at time and place of delivery, unless the shortage in quantity is due to Sellers fault to deliver complete quantity ordered.

E) Delivery of Marine Fuels.-

1.- Seller will do his best to bunker the vessels of the Buyer as promptly as possible, but shall bear no liability for any demurrage, detention or any other damage due to any delay beyond his control, including but not limited to delay caused by weather and/or high swells (whether usual or unusual), congestion at the

terminal or prior commitments of available barges or existing facilities, howsoever caused.

2.- When delivering by barge, Buyer shall without charge immediately furnish clear and safe berth alongside vessel's receiving lines and shall render all other necessary assistance to the barge effecting delivery on 24 hours per day basis.

3.- Seller shall make all connections and disconnections between the delivery hose and vessel's intake pipe, and Buyer shall provide sufficient tank capacity on board to receive promptly all the Marine Fuels ordered.

4.- Seller shall in no event be liable for any damage, demurrage, detention or delays resulting from causes beyond his control or avoidable by due care on the part of the Buyer or his vessel.

5.- The delivery shall be made at any time during the day and night and any day of the week, holidays included, unless prohibited by port regulations, in which event delivery shall be made on the next working day.

6.- All deliveries shall be deemed complete and title and risk of loss shall pass to Buyer when the marine fuel has passed the flange of the Buyer's Vessel. Thereafter, Seller shall in no event be responsible nor liable for any loss or damage.

7.- Buyer shall indemnify Seller against any and all damages and liabilities arising out of or resulting from any act(s) or omission(s) of Buyer, his servants, agents, vessel's officers or vessel's crew in connection with marine fuel delivery. Indemnification shall include all costs, reasonable attorney's fees and other damages, including, but not limited to, the cost of compelling Buyer's compliance with these terms and conditions.

F) Payment.-

1.- Buyer shall effect payment (without any deduction, discount or setoff whatsoever) in U.S. Dollars to Seller's account at a bank designated by Seller. Payment shall be deemed to have been effected on the date when full amount of Seller's invoice is credited to Seller's account. Buyer may not at any time or for any

reason whatsoever assert a setoff or invoke any counterclaim or other right as a basis for withholding payment.

2.- When marine fuel is supplied on a credit basis, full payment shall be received by the due date specified in Seller's fax/telex invoice. If the established credit period expires on a weekend or holiday, the Buyer shall arrange payment on the following working day. Seller will in due course provide Buyer by ordinary mail with a commercial invoice and a copy of the bunker delivery receipt.

3.- Seller's telex invoice shall be based on advice as to the quantity delivered and of other charges and surcharges if incurred and payment made pursuant to (1) above shall be subject to such subsequent adjustment as may be necessary on receipt by the Seller of further delivery details.

4.- If marine fuel is supplied on a credit basis and full payment is not received by the due date as per Seller's invoice, Buyer shall immediately be in default. A service charge of 1.5 pct a month will be assessed on all late payments and shall be payable as subsequently directed by Seller. This shall be in addition to any other remedies which Seller may have by reason of such default.

5.- If Buyer is in default of full payment, if his financial condition in the Seller's opinion becomes impaired, or if proceedings in bankruptcy or insolvency are instituted by and or against Buyer, or in the case of liquidation or dissolution of Buyer, any and all postponed or deferred payments including interest thereon, shall become immediately due and payable and Seller reserves the right to offset same against debts to Buyer or his affiliates. Vessel's Owners have the final responsibility for payment in case of default by Buyers.

G) Environmental Protection.-

1.- In the event of any spillage (which for the purpose of this clause shall mean any leakage, escape, spillage or overflow of the Marine Fuels) causing or likely to cause pollution occurring at any stage of the bunkering operation, the Buyers and the Sellers shall jointly, and regardless as to whether the Buyers or the Sellers are responsible, immediately take such actions as are necessary to effect clean up and which shall always be conducted

in accordance with such local laws and regulations which may compulsorily apply.

2.- All expenses, claims, losses, damages, liabilities and penalties shall be divided between the parties in accordance with the comparative degree of negligence. The burden of proof to show Seller's negligence shall be on the Buyer. Buyer shall give Seller all documents and other information concerning any spill, or any program for the prevention thereof, that are required by Seller or required by law or regulation applicable at the time and place of delivery.

H) Notices.-

Unless otherwise provided, all notices, statements and other communications, including invoices to be given, submitted or made hereunder by either party to the other, shall be sufficiently given in writing and sent by mail, telex or fax to the address designated by Buyer for invoicing or to the Seller at:

Instalaciones Sociedad Portuaria Puerto de Mamonal, Km 7
Cartagena – Colombia

Fax Number: (57-5) 6686304

manager@ciinternationalfuels.com

sales@ciinternationalfuels.com

Either party may change its designated address by giving fifteen (15) days prior written notice of its new address to the other party.

I) Force Majeure.-

No failure or omission by the Seller or the Buyer to carry out or observe any of these conditions shall give the right to raise any claims against that party or be deemed to be a breach of this contract conditions if the same shall arise out of causes not reasonably within the control of that party, whether or not foreseen, including (but not limited to) such causes as labour disputes, strikes, governmental intervention, the Seller's response to the insistence or request of any governmental body or person

purporting therefore, war, civil commotion, fire, flood, accident, storm, earthquake or any act of God. This provision however does not excuse the Buyer from his obligation to make payment for all amounts due to the Seller on account of marine fuel previously delivered hereunder.

J) Governing Law and Settlement of Disputes.-

1.- This Contract shall be governed by and construed in accordance with title 9 of the United States Code and the Maritime Law of the United States, and in any case in accordance with the laws applicable in the State of New York, and should any dispute arise of this Contract, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

2.- These general terms and conditions' contain the entire agreement of the parties with respect to the subject matter hereof and there are no other promises, representations or warranties affecting it and shall not be modified or amended in any way except in writing by the parties.

3.- For disputes where the total amount claimed by either party does not exceed USD 20,000, the arbitration shall be conducted in accordance with the shortened arbitration procedure of the Society of Maritime Arbitrators, Inc.