

**Green Plains Trade Group LLC**  
**GENERAL TERMS & CONDITIONS**  
**FOR INTL VESSEL - FOB US SALES**

**1. PRELIMINARY**

- 1.1. These General Terms for Vessel FOB Sales shall be automatically incorporated into all FOB contracts negotiated between the parties including the trade confirmation and comments ("**Confirmation**"). The Confirmation together with these incorporated General Terms & Conditions for FOB Sales, shall constitute and be called the "**Contract**".
- 1.2. In the event of any inconsistency between the Confirmation and these General Terms & Conditions, the terms shall prevail in the following order: the Confirmation, the scheduler's nomination, these General Terms & Conditions except that with respect to the narrowing or revising the delivery window, the scheduler's nomination (once accepted/agreed to by Seller) shall prevail in all cases.

**2. QUANTITY AND QUALITY**

- 2.1. Quality and quantity to be determined at the load port based on shore figures and to be certified by a mutually acceptable first class independent surveyor (the "**Surveyor**"), who shall be appointed by the Seller for and on behalf of the Seller and the Buyer jointly.
- 2.2. Quantity. The volume of the Product delivered hereunder shall be corrected for temperature to sixty degrees (60°) Fahrenheit in accordance with the latest API Standard or ASTM Standard. All measurements and, or tests shall be made in accordance with the latest standards and, or guidelines published by the API or ASTM and in effect relative to meter calibration and accuracy; provided, however, that in the event a governmental agency with jurisdiction requires a certain standard of measurement to be utilized in a given situation, that standard shall be used. The Party responsible for quantity measurements shall, upon request, permit the other Party to review and copy relevant meter proving records.
- 2.3. Measurement. Quantity measurements shall be determined by proven meters, in the immediate vicinity of the delivery location at the designated point of custody and title transfer. If meters are unavailable, not proven, not functioning correctly, or determined by the independent inspector (if engaged) to be inaccurate or otherwise not to represent the volume delivered to or from the vessel or barge, then the quantity shall be based on static shore tank measurements. If the shore tank(s) is, or are active, or a shore tank, before receipt or after delivery, contains less than one (1) foot of Product, or the independent inspector (if engaged) cannot verify the shore tank measurements prior to, or after delivery, or the independent inspector (if engaged) determines that the shore tank(s) measurements are inaccurate or otherwise not representative of the volume delivered to or from the vessel or barge, then the quantity shall be determined by the vessel or barge quantities less any OBQ (on-board quantity) or ROBQ (remaining on-board quantity), adjusted for vessel or barge load experience factors, if available. If no vessel or load experience factors are available, the quantity shall be determined by the vessel or barge quantities adjusted for OBQ or ROBQ.
- 2.3. Green Plains Trade Group LLC ("The Seller") shall procure a Surveyor that shall issue to the Seller and the Buyer a certificate of quality and a certificate of quantity, certifying the results of the quality and quantity determination. The Surveyor's findings as so certified are to be final and binding on both parties, save in the case of fraud or manifest error but without prejudice to either party's right to make a claim pursuant to Section 2.5. Quality and volume determination costs at the load port are to be paid for equally by the parties. Any charges of the Surveyor for performing duties that are not specified in the Contract shall be for the account of the party so instructing the Surveyor. Instructions for inspection of the ship's tanks/lines/pumps shall be given by the Buyer with copy to Seller with the costs to be for the account of the Buyer.
- 2.4. The quality of the Product delivered shall not be inferior to the specification set out in the Confirmation. All statutory or other conditions, warranties or other terms whether express or implied with respect to the description, quality, fitness for purpose or otherwise of the Product to be delivered are hereby excluded.
- 2.5. Any complaint concerning quality or quantity shall be admissible only if notified in writing to the Seller within forty-eight hours from bill of lading date. Any claim submitted after this period shall be time barred and irrevocably waived.

**3. RISK AND PROPERTY**

- 3.1. Notwithstanding any right of the Seller to retain the documents referred to in Section 9 until receipt of payment, the risk and title in the Product delivered shall pass to the Buyer as the Product passes the Vessel's permanent manifold at the load port. Notwithstanding the passing of risk, any loss of or damage to the product during loading, if caused by the Vessel or its officers or crew, shall be for the account of the Buyer.

**4. INSURANCE**

Effective May 16, 2018

- 4.1. The Buyer shall procure at its own cost insurance against marine, war, strike, riot and civil commotion risks for the full value of the Shipment plus 10 per cent. Such insurance shall operate from the shore tank, while it is loaded on the vessel through the Vessel's permanent manifold at the Load Port to the Vessel's permanent manifold at the Discharge Port through to the receiving shore tank, and shall be in accordance with the provisions of the Lloyd's Marine Insurance Policy Institute Cargo Section (A) 1/1/09 (CL383) and subject to Institute War Sections 1/1/09 (CL385) and Institute Strike Sections 1/1/09 (CL386) or those current at the date of sailing of the Vessel including contamination howsoever arising irrespective of percentage). Also including leakage and/or shortage and/or loss in weight howsoever arising subject to an excess of 0.5% trade ullage each whole shipment. Also extended to include the pipeline risk between the vessel's permanent manifold and the shore tank. Claims for leakage and/or shortage shall be established by comparison between the net loaded and the net outturn quantity (shore tanks) as ascertained by the Surveyor at load port. Net quantities to be calculated as the gross quantities less bottom sediment.
- 4.2. Outturn quantities established as above shall be binding on Insurers and claims for difference in weight will be irrespective of the cause, and subject in all cases to the application of the excess as specified in the above wording. The insurance shall be for the benefit of both the Seller and the Buyer until payment has been effected in accordance with Section 9, pending which the Buyer shall, as regards the Seller's interest, hold the insurance policy and the proceeds of any claims in trust. The Buyer shall, at the request of the Seller, deliver a certified copy of the certificate of insurance or insurance company's cover note.

## **5. VESSEL NOMINATION AND CONDITIONS**

- 5.1. The Buyer shall nominate to the Seller in writing at least thirty (30) days prior to the first day of the Loading Period at the load port each vessel that will carry product under the Contract via email to [vessel.nominations@gpreinc.com](mailto:vessel.nominations@gpreinc.com) (a "Nomination").
- 5.2. The Buyer shall procure that any vessel nominated complies with the criteria ("**Vessel Criteria**") at Schedule A.
- 5.3. The Buyer's Nomination shall specify:
  - a. the name of the vessel (or TBN), date built and flag;
  - b. the grade/quality and volume/weight of Product to be loaded;
  - c. the laycan of the vessel at the Load Port;
  - d. the intended destination of the vessel;
  - e. the rate of demurrage for delay in loading;
  - f. to the extent known to the Buyer at the time of nominating, details of the previous three cargoes carried by the vessel, cargo tank capacity and tank coatings of the tanks into which Product is to be loaded; and
  - g. the maximum LOA, deadweight and loaded draught of the vessel.
  - h. Q88 form for the vessel
- 5.4. Any Nomination received by the Seller after 18:00 hours in the Seller's place of business shall be treated as received by the Seller at 09:00 hours the following day in the Seller's place of business.
- 5.5. The Buyer may substitute another vessel for a vessel named in a Nomination. Vessel substitution is subject to Seller's consent, such consent not to be unreasonably withheld. The loading period agreed for the first nominated vessel will apply to the substitute vessel, unless otherwise agreed in writing by the Seller.
- 5.6. The Seller shall accept or reject the Buyer's Nomination (or substitution) in writing within 1 (one) business day of receipt of Buyer's nomination (or substitution), Seller's acceptance not to be unreasonably withheld. The Seller may reject any Nomination (or substitution) on any reasonable ground(s), or where the vessel substituted is materially different from the vessel previously notified, or if the substituted vessel does not meet, or no longer meets, the Vessel Criteria.
- 5.7. The Buyer shall be liable for all costs (including, but not limited to, demurrage and tank hire costs ashore) resulting from any delays in loading product due to its failure to supply any required information on time.

## **6. ARRIVAL AND LOADING OF VESSEL**

- 6.1. The Buyer shall arrange for its vessel to report its position and latest ETA to the Seller at each of 7/5/3/2/1 days prior to the Vessel's anticipated arrival at the load port. The Buyer shall procure that the Vessel tenders NOR and is in all respects ready to load by 23:59 hours (local time) on the last day of the loading date range.
- 6.2. The Seller shall procure a berth which a Vessel meeting the load port criteria notified by the Seller to the Buyer, in accordance with Section 5, can safely reach and leave and where it can always lie safely afloat.
- 6.3. The Seller shall at all material times and at no expense to the Buyer provide and maintain or cause to be provided

and maintained, in good working order, all necessary flexible hoses, connections, pipelines, tankage facilities necessary for the loading of the Buyer's vessel.

- 6.4. The Buyer's 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 load port documents, unless such documents can be delivered to the Vessel at a suitable anchorage. If the Vessel fails to vacate the berth, unless for reasons attributable to the Seller, its supplier or the load port operator, any loss or damage suffered by the Seller or its supplier resulting from such failure shall be paid by the Buyer to the Seller.
- 6.5. The Seller shall have the right to shift the Vessel from one berth to another. All costs, including but not limited to demurrage, shall be for the Seller's account if such shifting is for the Seller's purposes and otherwise shall be for the Buyer's account.

## **7. TIME ALLOWED FOR LOADING, DEMURRAGE, AND CLAIMS**

- 7.1. Unless otherwise agreed in the Confirmation, the time allowed to the Seller for the loading of the Product SHINC shall be 150 metric tons per hour prorated in case of part cargo.
- 7.2. Subject to the further provisions of this Section, running hours shall commence 6 hours after NOR is tendered at the load port to the Seller or its representative by the master of the vessel (or his representative), or when the vessel is all fast alongside a safe berth or at safe anchorage, whichever occurs later.

Where the Buyer has (a) made a late Nomination (or substitution) of a vessel that is accepted by the Seller; or (b) failed to procure compliance with the provisions of Section 5, then, subject to the provisions of this Section, running hours shall commence on the commencement of loading.

For the purposes of calculating running hours, loading shall be deemed to be completed upon disconnection of loading hoses.

If NOR is tendered for the vessel before the first day of the Loading Date Range, running hours shall commence at 06:00 hours on the first day of the Loading Period or when the Vessel is all fast alongside a safe berth or at safe anchorage, whichever first occurs. If NOR is tendered for the Vessel after the last day of the Loading Period then, without prejudice to any of the Seller's other rights, running hours shall commence only on commencement of loading. For the purposes of calculating running hours, loading shall be deemed to be completed upon disconnection of loading hoses.

- 7.3. Public Dock Clause. Vessels loading or discharging at a public dock are accepted on a first come, first served basis. Therefore, laytime at a public dock commences only when the vessel is all fast at the nominated berth.
- 7.4. Laytime Exclusions. 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 the Seller to load the Product or the time in respect of which the Seller is liable for demurrage:
  - a. awaiting free pratique, tugs, tides, pilot or daylight (according to the customary practice of the port);
  - b. on an inward passage until the vessel is securely moored at the berth and its gangway, if it is to be used, is in place;
  - c. adverse weather or sea state;
  - d. preparing for and handling or shifting of ballast, bilges, slops, or other substances, or bunkering;
  - e. restrictions imposed by the owner, charterer, or master of the vessel;
  - f. any breakdown of the vessel's equipment or failure or any failure to comply with the requirements set out in the Vessel Criteria or any condition imposed by the load port;
  - g. inspection, unsuitability of condition or cleaning of the Vessel's cargo tanks, lines or pumps, manifolds; or
  - h. any other delay attributable to the vessel, the Buyer, or agents of the Buyer.
  - i. Inward passage from a lightering or waiting area to the customary anchorage or berth, even if lightering has taken place; or proceeding from the customary anchorage to the berth, such time commencing at the earlier of pilot on board or anchor aweigh and ending at all fast.
  - j. Inability of the vessel to discharge or receive cargo safely or have the IGS working properly, if applicable
  - k. The vessel requiring separate and/or additional shore tank gauges for any reason, or the vessel's failure to comply with terminal regulations

- l. Prohibitions of cargo transfer at any time by the vessel, or the vessel party or port authorities, unless such prohibition is caused by the Terminal Party's failure to comply with applicable laws or regulations
- m. Vessel party's failure to have required documentation on board
- n. Awaiting customs or immigration clearance, or free pratique
- o. Strike, lockout, fire, explosion, torts of third parties, stoppage or restraint of labor of the Master officers and crew of the vessel or towboat or pilots
- p. Any delay for which the vessel party, the vessel (including breakdown or inefficiency of the Vessel), her master or crew is responsible, including without limitation, any delays occasioned by any failure of the vessel to meet the requirements of this Contract
- q. Bunkering, ballasting, deballasting, or discharging slops unless concurrent with loading or discharging of cargo
- r. A result of labor boycott arising in connection with the business of the vessel or vessel party, the terms or conditions of employment of the vessel or vessel's party's servants, or employment, trades, or cargoes of the vessel
- s. Restraint or interference in the vessel's operation by any governmental authority in connection with the ownership, registration, or obligations of the vessel party or the vessel, or in connection with stowaways or with smuggling or other prohibited activities of the vessel or the vessel party's servants
- t. Cargo contamination or damage caused by unseaworthiness or negligence or willful misconduct of the vessel or servants of the vessel or the vessel party
- u. The vessel's unclean tanks, or inability to maintain heating or pumping warranties, or the need for vessel repairs.
- v. Any delay caused by the vessel party's failure to comply with financial and/or credit responsibilities to the Contract

7.5. 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 and provided always that the vessel is eventually loaded pursuant to Section any rights of the Buyer against the Seller shall be limited to a claim for the payment of demurrage pursuant to this Section

If the Product is not loaded within the time allowed in accordance with Section 7, the time allowed shall be extended by the excess time required.

The appropriate rate of demurrage shall be the rate specified in the vessel Nomination, which, unless otherwise agreed, shall be the rate contained in the applicable charterparty (not to exceed \$25,000 per day prorated). The parties agree that the demurrage rate represents a genuine pre-estimate of loss and does constitute a penalty.

Where loading at a port where the vessel has to wait for a free berth, if in addition to product loaded under the Contract, the vessel is loaded with cargo being delivered to the Buyer by another receiver at the same berth, the Seller shall be liable for only a proportion of the demurrage incurred due to waiting for a free berth, such proportion to be equal to the proportion which the volume of product delivered by the Seller represents in relation to the total cargo loaded from the vessel to all receivers at that berth. All other time on demurrage shall count in the normal way.

7.6. In no event shall the Seller be liable for demurrage or for any other claim hereunder unless the claim has been notified by the Buyer to the Seller in writing within 90 (ninety) days from and including the bill of lading date. The claim must be submitted in writing via the notice methods in the Contract, with a copy mailed to [vessel.nominations@gpreinc.com](mailto:vessel.nominations@gpreinc.com). If the Buyer fails to give such notice, or fails to provide such documentation, within these time limits, then any liability of the Seller for demurrage shall be extinguished and the rights of the Buyer in relation to such claim irrevocably waived. **IF A WRITTEN NOTICE OF A PRODUCT CLAIM IS NOT SUBMITTED TO SELLER WITHIN THE SPECIFIED TIME, WITH SUCH REQUIREMENT INCLUDING THE SUPPORTING DOCUMENTATION, INCLUDING BUT NOT LIMITED TO (FOR PRODUCT SOLD HEREUNDER) INSPECTION REPORTS, ANALYSES, CALCULATIONS, AND ALL OTHER DOCUMENTS THAT SUBSTANTIATE THE CLAIM, THE CLAIM WILL BE DEEMED FOREVER WAIVED AND BARRED.** In no instance will Seller ever be liable for demurrage in excess of the amount paid to the vessel owner.

7.7. Demurrage Claims shall be accompanied by:

- (a) a copy of the timesheets and any other records requested that support the claim
- (b) a copy of the charterparty (or such true extract of the relevant parts thereof)
- (c) a signed statement of facts
- (d) A laytime statement
- (e) Vessel owner's demurrage calculations, if applicable
- (f) Vessel owner's invoice, if applicable
- (g) Copy of the vessel's NOR document(s)
- (h) Vessel statement of facts and agent's statement of facts, if applicable
- (i) Vessel pumping logs, if the claim is for a discharge issue
- (j) Bill of lading if the claim is for a pro rata portion
- (k) Letters of protest (if applicable) signed by or on behalf of the master and terminal
- (l) Any other supporting documentation as may be reasonably requested by the Seller or terminal

## **8. EXPORT AND IMPORT LICENCES**

- 8.1. The Buyer shall be responsible for obtaining and maintaining in force any export and import license or other official or unofficial authorization and all consents, approvals and assurances of whatsoever nature necessary to enable it to comply with its obligations under the Contract, and for submitting any EEI and any other required export filings (unless Seller agrees to be exporter of record).
- 8.2. The loss, withdrawal, cancellation or failure to obtain and/or to maintain in force any export or import license shall be not treated as a Force Majeure Event beyond a party's reasonable control unless the Seller or the Buyer, as applicable, lost, had withdrawn or cancelled or failed to obtain and/or maintain in force such export or import license due to the imposition of new export or import restrictions or regulations by the relevant authority after the date on which the Contract was concluded.

## **9. PAYMENT**

### **Cash Against Documents**

- 9.1. Payment(s) shall be made in same day funds in US Dollars by wire transfer (or ACH) to the Seller's bank account at its designated bank without any deduction, set-off or counterclaim whatsoever. Payment shall be made immediately after presentation to the Buyer of the Seller's commercial invoice;
 

The Seller shall not in any event be liable for any charges (including but not limited to demurrage) incurred by the Buyer as a result of the goods arriving at the port of discharge or agreed point of delivery at destination prior to the receipt of the documents, provided the documents have been passed on by the Seller without delay.

If payment due date falls on a Saturday or bank holiday other than a Monday, payment shall be made on the previous Business Day. If the payment due date falls on a Sunday or Monday bank holiday, payment shall be made on the following Business Day.
- 9.2. Unless it has been agreed by the Parties that payment is to be effected against copies of documents, Buyer agrees to pay the Seller upon presentation to the Buyer of the Seller's invoice (or a provisional invoice is acceptable where Section 9.3 applies); and
- 9.3. Where the applicable pricing mechanism and/or the availability of loaded quantities does not allow for the preparation of a final invoice prior to the payment due date, the Seller may issue and the Buyer shall make payment against a provisional invoice. Unless specified in the Confirmation, the provisional invoice shall be based on the pricing information available to the Seller at the time Seller issues the provisional invoice. Payment of any balance due by either party to the other shall be made immediately upon receipt of the Seller's final invoice which shall be prepared as soon as practicable after all the relevant pricing and/or quantity information becomes available to the Seller. No interest shall accrue on the difference between the provisional and final invoice.
- 9.4. The Seller's invoice shall be prepared on the basis of the certificates of quality issued in accordance with Section 2.
- 9.5. Simple interest shall be due on any overdue amount on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at 3% (three per cent) above the 3 Month LIBOR inter-bank lending rate as published Thomas Reuters (or any official successor thereto). Such interest will be calculated on an annual rate (360 day per year basis) on the basis of the

actual number of days elapsed between the day immediately after the due date until the date payment is received by the Seller's bank. The provisions of this Section are without prejudice to any rate of interest awarded pursuant to an arbitration award (or subsequent court order in respect of enforcement proceedings).

- 9.6. The payment of any other costs, expenses, charges, or other amounts which arise under the terms of the Contract shall be made on demand against presentation of an invoice and supporting documentation for those amounts and shall be for immediate settlement by the other party on or before the date specified therein.

#### **Letter of Credit**

- 9.7. Where, under the Contract, 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 the Seller as noted in the Confirmation (both herein referred to as an "**L/C**"), the Buyer shall cause such L/C to be opened with or confirmed by a first-class international bank acceptable to the Seller (the "**Bank**") in terms specified in this Section. The L/C shall be sufficient to cover the contractual mean value of the Product at the price specified in the Confirmation plus 10 (ten) per cent, and the Buyer shall cause it to be advised or confirmed in writing by the Bank to the Seller, and acceptable to the Seller, such acceptance not to be unreasonably withheld.
- 9.8. The L/C shall be so advised or confirmed by not later than the date/time (i) specified in the Confirmation, (ii) as may be promptly notified by the Seller to the Buyer or, where the date/time is not specified in the Confirmation or otherwise notified by the Seller to the Buyer then not later than (iii) 1600 hours (Chicago time) 10 (ten) days prior to the first of the loading date range or 10 days prior to the vessel's ETA range, or such later date and/or time as the Seller may in writing require. If the date of the Contract is later than any of the dates for opening and/or confirming the L/C specified in the Confirmation, then the Buyer shall use best endeavors to open or confirm the L/C as soon as practicably possible but in any case never later than 1200 hours (Chicago time) on the day immediately prior to the first day of the loading date range. The L/C shall be a clean, irrevocable, and in a form acceptable to Seller.
- 9.9. The provisions hereof for such payment by L/C are not to be construed as altering, varying or qualifying the Buyer's obligation to pay for the Product delivered hereunder by the payment due date, or alter, add to, or in any way affect, the provisions of the Contract unless the Seller and the Buyer expressly agree in writing that any such term shall so alter, add to, or in any way affect, the provisions of the Contract.
- 9.10. Pursuant to such L/C, the Seller shall present the original documents referred to in Section 9.1 or 9.2 at the counter of the Bank, or its correspondent bank.
- 9.11. 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, the Buyer shall either obtain an extension of such period for loading or discharge or provide a new L/C in terms acceptable to the Seller, such consent not to be unreasonably withheld.

#### **Credit**

- 9.12. Nothing in this Agreement will be construed as obligating Seller to extend credit to Buyer. If at any time the amount owed for sales of the Product or other products sold by the Seller to the Buyer exceeds the established credit limit for that Party, a prompt payment must be made to reduce the outstanding amount owed to an amount that is less than the established credit limit. Failure by Buyer to timely and fully pay monies owed to Seller in accordance with established credit terms will be a breach of this Agreement.

### **10. REPRESENTATIONS AND WARRANTIES**

- 10.1. Each party represents to the other party, as of the date it enters into the Contract, that:
- a. It is duly organized and existing under the laws of the jurisdiction of its organization and has full power and legal right to execute, deliver and perform the Contract.
  - b. Its execution, delivery and performance of the Contract have been duly authorized by all necessary actions and do not contravene any legal or contractual restriction binding on or affecting it, and the person signing the Contract is authorized and empowered to do so.
  - c. It has obtained any authorization or approval from or other action by, or submitted notice to or filing with, any governmental authority or regulatory body that is required for the due execution, delivery and performance of the Contract.
  - d. The Contract constitutes its valid and legally binding obligations enforceable against it in accordance with its terms, except as may be limited by bankruptcy, reorganization, moratorium or similar laws affecting creditors' rights generally.

- e. No Event of Default, or event which, with notice and/or lapse of time, would constitute an Event of Default, has occurred with respect to it.
- f. No litigation, arbitration or administrative proceeding is current or pending or, so far as it is aware, threatened against it which would, if adversely determined, have a material adverse effect on its financial condition or its ability to perform its obligations under the Contract.
- g. It has not in connection with the Contract 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.
- h. The Seller warrants that it has good title to the product, which is sold free of all charges, liens and encumbrances.
- i. Buyer represents that it and its vessel shall be in full compliance with all applicable governmental laws, regulations, and orders, and shall maintain records that demonstrate compliance with the applicable regulations and standards. Seller and its terminal shall have the right to inspect and copy any and all such records of the other party at any reasonable time or times during normal business hours. This provision shall survive termination of this Contract for a period of two (2) years.

## SCHEDULE A

### VESSEL CRITERIA

1. Each vessel shall be owned by or demise chartered to a member of the International Tanker Owners Pollution Federation Ltd ("ITOPF").
2. The vessel shall comply with the requirements of the International Ship and Port Facility Security Code and the relevant amendments to Chapter XI of SOLAS ("ISPS Code") and where the Discharge Port is within the U.S.A. and U.S. territories or waters, with the U.S. Maritime Transportation Security Act 2002 ("MTSA").
3. The vessel shall when required submit a Declaration of Security ("DoS") to the appropriate authorities prior to arrival at the Loading Port.
4. Notwithstanding any prior acceptance of the vessel by the 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. the Seller shall have the right not to berth such nominated vessel and any demurrage resulting shall not be for the account of the Seller.
  - ii. the Buyer shall be obliged to substitute such nominated vessel with a vessel complying with the requirements of the ISPS Code and the MTSA.
5. The Seller shall procure that the Loading Port/terminal/installation shall comply with the requirements of the ISPS Code and where the load port is within the U.S.A. and U.S. territories or waters, with the MTSA.
6. Save where the vessel has failed to comply with the requirements of the ISPS Code or the MTSA, the Buyer shall be responsible for any demurrage arising from delay to the vessel at the load port/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.
7. If the Loading Port is not operated by the Seller or an affiliate of the Seller, the Seller's liability to the Buyer under this Contract for any demurrage, costs, losses or expenses incurred by the vessel, the charterers or the vessel owners resulting from the failure of the Loading 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 the Seller is able to recover and does recover from its supplier or other relevant third party, and then only to the extent of such recovery. The Seller shall, however, use reasonable efforts to so recover from its supplier or other relevant third party.
8. The vessel shall carry on board certificate(s) as required pursuant to the 1992 Civil Liability Convention for Oil Pollution Damage or any Protocols thereto ("CLC").
9. 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 Contract, "ISM" means the International Management Code for the Safe Operations of Ships and for Pollution Prevention.
10. 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 total prohibited within the confines of the Load Port or Discharge Port.
11. 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 (1990), 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.

12. 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 inserted. 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 inserted and until that time NOR shall not be given, or if given shall not be effective, and Lay time shall not commence until commencement of loading or discharge, as the case may be.
13. All restrictions at the Loading 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 in force at the Load Port shall apply to the Buyer's vessel. The Buyer shall be deemed fully familiar with such Loading Port requirements and shall nominate a vessel that can comply with such requirements at all times.