

Terms and Conditions for Purchase and Sales

Revised January 1st 2023

Introduction

These General Terms and Conditions shall apply to all deliveries contracted for unless the Sellers expressly confirm otherwise in the Order Confirmation. Each delivery constitutes a separate contract. We encourage all of our customers to read our terms and conditions.

I. Definitions

"Seller" shall mean Whale Maritime Jamaica Limited (hereafter referred to as Whale Maritime), and any of its subsidiaries, including, agents, brokers, and any representatives of Whale Maritime.

"Buyer" shall mean all parties, named on the Order Confirmation who have contracted with the Seller to buy Products, including their assignees, agents, brokers, representatives, subsidiaries, affiliates or successors.

"Parties" shall mean the Seller and Buyer collectively.

"Party" shall mean Seller or Buyer.

"Products" shall mean the means any of items ordered by the Buyer or supplied by the Seller, including but not limited to ship stores, accessories, provisions and equipment and any related services provided by the Seller being specified in the Seller's Order Confirmation.

"Services" shall mean agency services, or other similar attendance to Buyer's needs.

"Contract" shall mean an agreement between Seller and Buyer for the purchase of Products, on the terms hereof as agreed by and between the Parties also referred as the Order Confirmation.

"Vessel" shall mean the vessel, rig, platform or other installation to which the "Products", and/or "Services" are to be delivered by Seller to Buyer.

"Conditions" shall mean Seller's General Terms and Conditions of Sale and Delivery.

"Supplier" shall mean the party physically supplying the Products and/or Services to the Vessel.

II. Specifications and Quality

- I. The Buyers, having greater knowledge than Seller of his own requirements, shall always have the sole responsibility for the nomination of the specifications and grades of the Products fit for use by the Vessel.
- II. The Sellers warrant that the Products shall be of a homogeneous and stable nature and shall comply with the specifications and grades nominated by the Buyers. Unless otherwise agreed in the Order Confirmation.
- III. Seller invite Buyer, master, officer, crew or representatives at the vessel to inspect the Products, and confirm that the Products are in accordance with the accompanying delivery note.
- IV. Seller can never be held responsible for any consequences of the misuse or defective application of the Products.
- V. Buyer has a 14 days' time period to make any claim to Seller of the quality of the products, counting from the products has been received onboard the vessel. Seller is not responsible for claims received after the 14 days' time period and claims shall be deemed time barred and fully waived by the Buyer.

VI. Quantity

The quantity of the Product (s) in accordance with the contract between the Seller and the Buyer shall be done in accordance with official measurements taken by the Seller which shall be conclusive evidence of the quantities delivered and shall be noted in the delivery note which the Parties will be invited to sign. The delivery note shall be binding evidence in case of any dispute.

VII. Price

The price of the Product(s) shall be the amount per unit and in the currency stated in the Order Confirmation. Any additional expenses which is not specified clearly at the Order Confirmation shall be on the Buyers account. Delivered price to the Vessel includes the transportation of the Product(s) to the Vessel including the Product(s) but does include any other expenses such as local port and terminal fees, agency and other related expenses. All prices is without local VAT and in case VAT and other taxes need to apply this will be on Buyer's account.

VIII. Payment

Payment shall be made in accordance with the payment terms stated in the Contract between Seller and Buyer. Payment shall always be made in full, without any deduction, set-off, counterclaim, and free of bank charges. Delay in payment shall entitle the Seller to charge an interest at the rate of 2% monthly.

Non-payment reserves the right to the Seller to pursue legal actions to recover the payment. Any costs related to recover of the payment from the Buyer shall be on the additional expense of the Buyer to indemnify the Seller for those costs.

IX. Delivery

Vessels will be supplied promptly as weather, local restrictions and other circumstances permit. The Buyer shall make sure that the Vessel is in possession of all required certificates to comply with relevant regulations and local authorities. Seller shall not be liable for any demurrage or delays caused the delivery of the Product(s).

X. Claims

All claims shall be made in written to the Seller at the time and place of the delivery. A claim from the Buyer shall not relieve it of the responsibility to make the payment in full to the Seller.

XI. Risk

The risk of the Product(s) shall pass to the Buyer once the Product (s) have passed to Buyer's vessel and/or when the Product is delivered to the Buyer at the place stated in the Order Confirmation.

XII. Liability

The supplier and/or the Seller shall not be liable for any direct, indirect, consequential damages of any kind.

XIII. Cancellation

If the Buyer cancels the supply after the Order Confirmation to the Seller then the Buyer is liable for any costs or expenses incurred to the Seller and the Buyer shall pay the difference between the price payable to the supplier of the Seller and the selling price to the Buyer.

XIV. Force Majeure

Seller or Buyer shall not be responsible for damages caused by weather, restrictions, delays, fires, flood, perils of the sea, war (declared or undeclared), terrorist actions, embargoes, accidents, strikes, labor disputes, failure of, or shortage of vessels, shortage in facilities used for production, acts of God or similar events which is out of the control for the Buyer and Seller.

XV. Governing Law

This Agreement is subject to General Maritime Law of the United Kingdom. Any disputes will be carried out at the court of London.