

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF MARINE FUEL (BUNKER)

1. DEFINITIONS

- Supplier: CI PRODEXPORT DE COLOMBIA S.A.S., a company dedicated to the supply of marine fuel.
- Buyer: The contracting party that purchases the fuel for consumption on board a vessel.
- Vessel: The ship specified in the supply order.
- Fuel: Petroleum-derived products supplied by the Supplier, as requested.
- Delivery Port: The agreed place for the bunker delivery.

2. APPLICATION

These Terms and Conditions apply to all sales and deliveries of marine fuel made by the Supplier, unless otherwise agreed in writing.

3. PRODUCT QUALITY AND SPECIFICATION

The fuels shall comply with ISO 8217 (latest applicable edition) or as expressly agreed. No warranty is given regarding the suitability of the fuel for a specific use by the Buyer, unless specified in writing.

4. ORDER AND CONFIRMATION

Orders must specify: type and quantity of fuel, estimated delivery date, vessel name, port, and contact details of the agent. All orders will be confirmed in writing by the Supplier.

5. DELIVERY

Delivery will be made at the agreed port, by barge or directly at the dock. The Buyer shall ensure that the vessel is in suitable condition to receive the bunker at the agreed time. Risks associated with the product transfer to the Buyer at the moment of physical delivery.

6. MEASUREMENT AND QUANTITY

Quantity and quality measurements will be based on the supplier's tanks, barge, or certified measuring system. The signed Bunker Delivery Note (BDN) shall serve as sufficient proof of the volume delivered.

7. PRICE AND PAYMENT

The price will be as stated in the sales confirmation. Payment shall be made within [number of days] calendar days from the date of delivery, unless agreed otherwise. In case of delay, default interest of [percentage]% per year will apply.

8. TAXES AND FEES

All taxes, port fees, duties, or other charges related to the delivery shall be borne by the Buyer, unless otherwise stated.

9. LIABILITY AND CLAIMS

The Supplier shall not be liable for indirect damages, loss of profits, or operational losses of the Buyer or the vessel. Quality claims must be submitted in writing within 14 days following delivery. Quantity claims within 7 days. The Buyer must take and preserve representative samples of the fuel received.

10. FORCE MAJEURE

The Supplier shall not be liable for delays or non-compliance resulting from force majeure, including but not limited to: extreme weather, labor conflicts, riots, governmental acts, or technical failures beyond reasonable control.

11. GOVERNING LAW AND JURISDICTION

This contract shall be governed by the laws of [country or jurisdiction]. Any dispute shall be resolved by arbitration before the [institution or court], in [city/country], unless otherwise agreed.

12. FINAL PROVISIONS

No modification shall be valid unless agreed in writing between the parties. The invalidity of one clause shall not affect the validity of the rest of the document.