

MATRIX MARINE FUELS L.P.

BUNKERING GENERAL TERMS AND CONDITIONS

EFFECTIVE JULY 1, 2011

1) QUALITY/ QUANTITY

- A) MARINE FUELS WILL BE OF THE QUALITY GENERALLY OFFERED BY SELLER OR SELLER'S SUPPLIER AT THE TIME AND PLACE OF DELIVERY FOR THE PARTICULAR GRADE OR GRADES ORDERED BY THE BUYER. BUYER WILL HAVE THE SOLE RESPONSIBILITY FOR THE SELECTION OF THE PROPER MARINE FUEL FOR USE IN THE VESSEL BEING SUPPLIED.
- B) BUYER HAS THE RIGHT TO APPOINT, AT ITS OWN EXPENSE, AN APPROVED INDEPENDENT INSPECTOR TO INSPECT THE MARINE FUELS TO BE DELIVERED. ANY SUCH INSPECTION WILL TAKE PLACE IN THE PRESENCE OF A REPRESENTATIVE OF SELLER PRIOR TO THE MARINE FUEL LEAVING SHORE TANKS, TANK TRUCKS OR BARGES.
- C) THE QUANTITY OF MARINE FUELS DELIVERED WILL BE DETERMINED BY MEASUREMENTS OF SHORE TANKS, LIGHTER OR METERS, AT SELLER'S OPTION, AND BUYER HAS THE RIGHT TO HAVE ITS REPRESENTATIVE PRESENT DURING SUCH MEASUREMENT, BUT DETERMINATION OF QUANTITY WILL BE MADE SOLELY BY SELLER AND WILL BE CONCLUSIVE.
- D) ADJUSTMENTS IN VOLUME OWING TO DIFFERENCE IN TEMPERATURE WILL BE MADE IN ACCORDANCE WITH API/ASTM-IP PETROLEUM MEASUREMENT STANDARDS FOR GENERALIZED PRODUCTS. IN THE MEASUREMENT OF MARINE FUELS, SELLER WILL MAKE ALLOWANCE FOR ALL WATER AND NON-PETROLEUM SEDIMENT IN EXCESS OF ONE PERCENT.
- E) ALL QUANTITIES REFERRED TO IN THE CONTRACT ARE UNDERSTOOD TO BE APPROXIMATE WITH A MARGIN OF 10 PERCENT MORE OR LESS AT SELLER'S OPTION.

2) DISCLAIMER OF WARRANTIES:

EXCEPT AS STATED IN SECTION 1 ABOVE AND EXCEPT FOR THE WARRANTY OF TITLE, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED GIVEN IN CONNECTION WITH THE SALE OF THE MARINE FUEL. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO WARRANTY, OF MERCHANTABILITY, FITNESS OR SUITABILITY OF THE MARINE FUEL FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

3) CLAIMS:

ANY CLAIMS BY BUYER WITH RESPECT TO INCORRECT QUANTITY OF THE MARINE FUEL DELIVERED MUST BE NOTED ON THE RECEIPT SIGNED AT THE TIME OF DELIVERY. IF NOT SO NOTED THE CLAIM WILL BE WAIVED. ANY CLAIMS REGARDING DEFICIENCY IN QUALITY WILL BE WAIVED UNLESS SELLER RECEIVES FROM BUYER WRITTEN DOCUMENTATION OF SUCH CLAIM WITHIN 10

DAYS FROM TIME OF DELIVERY CONTAINING ALL DETAILS NECESSARY FOR SELLER TO EVALUATE SUCH CLAIM. SELLERS SEALED AND CERTIFIED RETAINED SAMPLE SHALL BE DEEMED THE BINDING REPRESENTATIVE SAMPLE FOR PURPOSES OF TESTING TO DETERMINE THE FINAL QUALITY OF DELIVERED FUELS TO BUYER.

4) NOTICE OF CLAIMS:

IMMEDIATELY UPON RECEIPT OF THE MARINE FUEL BUYER AT BUYER'S EXPENSE MAY INSPECT, SAMPLE AND TEST SAME. ALL CLAIMS FOR ALLEGED DEFECTIVE OR OUT OF SPECIFICATION MARINE FUEL MUST BE MADE WITHIN 10 DAYS AFTER DELIVERY. ALL QUALITY CLAIMS NOT MADE IN WRITING AND RECEIVED BY SELLER WITHIN THE TIME PERIOD SPECIFIED ABOVE SHALL BE DEEMED WAIVED.

5) LIMITATION OF LIABILITY:

THE ABSOLUTE MAXIMUM LIABILITY OF SELLER HEREUNDER SHALL BE THE AMOUNT PAID BY BUYER FOR THE MARINE FUEL SOLD HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS.

6) PARTIES OBLIGATED:

SHOULD MARINE FUELS BE ORDERED BY AN AGENT FOR BUYER THEN SUCH AGENT, AS WELL AS BUYER WILL BE BOUND BY AND LIABLE FOR ALL OBLIGATIONS AS FULLY AND AS COMPLETELY AS IF SUCH AGENT WERE ITSELF THE PRINCIPAL, WHETHER SUCH AGENT BE DISCLOSED OR UNDISCLOSED AND WHETHER OR NOT SUCH AGENT PURPORTS TO CONTRACT AS AGENT ONLY. BOTH PRINCIPAL AND AGENT WILL BE CONSIDERED AS BUYER FOR THE PURPOSES OF THE CONTRACT.

7) PAYMENT TERMS:

NET WITHIN 21DAYS FROM DELIVERY DATE VIA WIRE TRANSFER IN SAME DAY FUNDS.PAYMENT WILL BE MADE AGAINST PRESENTATION OF COMMERCIAL INVOICE IN EITHER FAXED OR HARD COPY FORM.

IF PAYMENT DUE DATE FALLS ON A SATURDAY OR A BANKING HOLIDAY OTHER THAN A MONDAY, THEN PAYMENT WILL BE EFFECTED ON THE PRECEDING DAY.

IF PAYMENT DUE DATE FALLS ON A SUNDAY OR A MONDAY BANKING HOLIDAY, THEN PAYMENT WILL BE EFFECTED ON THE FOLLOWING BUSINESS DAY.

ANY AND ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE BUYER.

SELLER MAY REQUIRE BUYER TO MAKE PAYMENT IN ADVANCE OF DELIVERY OR OPEN A LETTER OF CREDIT PRIOR TO DELIVERY IN A FORM AND AT A BANK ACCEPTABLE TO SELLER.

8) TITLE AND RISK OF LOSS:

SELLER WARRANTS TO BUYER THAT IT WILL TRANSFER TO BUYER GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ENCUMBRANCES, TO ALL MARINE FUELS DELIVERED HEREUNDER. DELIVERY WILL BE COMPLETE AND TITLE AND RISK OF LOSS WILL PASS TO BUYER AS THE MARINE FUELS PASS THE INTAKE FLANGE OF BUYER'S VESSEL OR BUYER'S NOMINATED BARGE.

9) DELIVERIES:

- A) BUYER WILL GIVE SELLER WRITTEN NOTICE OF THE DELIVERY DESIRED, SPECIFYING THE VESSEL, THE ESTIMATED DATE OF ARRIVAL, LOCATION AND METHOD OF DELIVERY, AND GRADE AND QUANTITY OF MARINE FUEL REQUESTED.
- B) BUYER WILL GIVE SELLER'S LOCAL REPRESENTATIVE AT THE DELIVERY PORT CONCERNED NOT LESS THAN 36 HOURS ADVANCE NOTICE OF FIRM DELIVERY INFORMATION.
- C) IN THE EVENT THAT DELIVERY IS DESIRED OUTSIDE NORMAL WORKING HOURS AND IS PERMITTED BY PORT REGULATIONS, BUYER WILL PAY ALL OVERTIME AND ADDITIONAL EXPENSES INCURRED IN CONNECTION THEREWITH.
- D) BUYER WILL MAKE ALL CONNECTIONS AND DISCONNECTION'S OF THE DELIVERY HOSE TO BUYER'S VESSEL OR BARGE AND WILL RENDER ALL OTHER NECESSARY ASSISTANCE AND EQUIPMENT TO RECEIVE PROMPTLY ALL DELIVERIES HEREUNDER.
- E) SELLER WILL NOT BE LIABLE FOR ANY DEMURRAGE OR FOR LOSS, DAMAGE OR EXPENSE OF ANY NATURE WHATSOEVER INCURRED BY BUYER DUE TO CONGESTION AFFECTING SELLER'S DELIVERY FACILITIES, PRIOR COMMITMENTS OF AVAILABLE BARGES OR TO ANY OTHER DELAY IN DELIVERY. SELLER FURTHER SHALL NOT BE LIABLE FOR SUCH DEMURRAGE, LOSS, DAMAGE OR EXPENSE INCURRED BY BUYER DUE TO DELAYS IN FURNISHING A BERTH. IN ANY SITUATION NOT INCLUDED ABOVE, SELLER SHALL NOT BE LIABLE FOR DELAY IN DELIVERY, OR FAILURE TO MAKE DELIVERY, OF MARINE FUELS UNLESS BUYER PROVES THAT THE DELAY OR FAILURE WAS SOLELY CAUSED BY GROSS NEGLIGENCE ON THE PART OF THE SELLER. BUYER WILL BE LIABLE FOR ALL DEMURRAGE OR ADDITIONAL EXPENSES INCURRED BY SELLER IF BUYER CAUSES DELAYS TO SELLER'S FACILITIES IN EFFECTING DELIVERY. BUYER WILL ALSO PAY FOR MOORING, UNMOORING AND PORT DUES INCURRED. IN ADDITION, BUYER WILL BE LIABLE FOR ALL DEMURRAGE OR ADDITIONAL EXPENSES INCURRED BY SELLER RESULTING FROM BUYER'S FAILURE TO TAKE DELIVERY OF THE QUANTITY OF MARINE FUELS AGREED TO BY BUYER.
- F) DELIVERY INTO BUYER'S VESSEL AT TERMINAL NEED NOT BE MADE WHENEVER, IN THE SELLER'S OPINION, CLEAR SAFE BERTH FOR THE VESSEL IS NOT MADE AVAILABLE, OR WHEN, FOR ANY OTHER REASON, DELIVERY WOULD, IN SELLER'S OPINION, BE UNSAFE OR INADVISABLE.
- G) DELIVERY INTO BUYER'S VESSEL BY BARGE NEED NOT BE MADE WHENEVER, IN THE OPINION OF SELLER OR THE FUEL BARGE CONTRACTOR, SAFE PASSAGE OR CLEAR AND SAFE BERTH FOR THE BARGE, WHETHER ALONGSIDE BUYER'S VESSEL OR OTHERWISE, IS NOT

AVAILABLE, OR WHEN, FOR ANY OTHER REASON, IN THE OPINION OF SELLER OR THE FUEL BARGE CONTRACTOR, DELIVERY WOULD BE UNSAFE OR INADVISABLE.

10) CERTIFICATION: (FOR LOUISIANA SALES ONLY)

THE MARINE FUELS DELIVERED HEREUNDER ARE FOR THE USE OR CONSUMPTION SOLELY IN THE OPERATION OF THE RECEIVING VESSEL IN FOREIGN OR INTERSTATE COASTWISE COMMERCE. IT IS FURTHER CERTIFIED THAT THE RECEIVING VESSEL, DURING THE MOST RECENT CALENDAR MONTH OF ITS OPERATION, WAS ENGAGED EXCLUSIVELY IN FOREIGN OR INTERSTATE OR COASTWISE COMMERCE IN THE TRANSPORTATION OF GOODS OR PERSONS FROM POINTS IN ONE STATE TO POINTS IN ANOTHER STATE OR FROM POINTS IN A STATE TO POINTS IN A FOREIGN NATION.

11) SAFETY AND ENVIRONMENTAL PROTECTION:

- A) BUYER WILL BE RESPONSIBLE FOR USER'S COMPLIANCE WITH ALL HEALTH AND SAFETY REQUIREMENTS RELATED TO MARINE FUELS SUPPLIED AND BUYER WILL USE ITS BEST EFFORTS TO ASSURE THAT ALL PERSONS AVOID FREQUENT OR PROLONGED CONTACT WITH OR EXPOSURE TO THE MARINE FUEL BOTH DURING AND SUBSEQUENT TO DELIVERY. SELLER OR SELLER'S SUPPLIER ACCEPTS NO RESPONSIBILITY FOR ANY CONSEQUENCES ARISING FROM BUYER'S FAILURE TO COMPLY WITH SUCH HEALTH AND SAFETY REQUIREMENTS OR ARISING FROM SUCH CONTACT OR EXPOSURE.
- B) IN THE EVENT OF ANY SPILL DURING DELIVERY OF MARINE FUELS, BUYER SHALL IMMEDIATELY TAKE ALL ACTION NECESSARY TO EFFECT CLEAN-UP AT BUYER'S EXPENSE AND FAILING PROMPT ACTION BY BUYER, SELLER IS AUTHORIZED TO CONCLUDE SUCH CLEANING-UP AT BUYER'S EXPENSE.
- C) BUYER WARRANTS THAT THE MARINE FUELS PURCHASED HEREUNDER ARE FOR THE OPERATION OF THE RECEIVING VESSEL AND THAT VESSEL ONLY.
- D) BUYER WARRANTS THAT THE RECEIVING VESSEL NOMINATED IS IN COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS. THE VESSEL TO BE BUNKERED IS SUBJECT TO SELLER'S ACCEPTANCE AND WILL NOT BE MOORED AT WHARF OR ALONGSIDE OTHER MARINE LOADING FACILITIES OF SELLER OR SELLER'S SUPPLIER UNLESS IT IS FREE AND CLEAR OF ALL CONDITIONS, DIFFICULTIES, PECULIARITIES, DEFICIENCIES OR DEFECTS WHICH MIGHT IMPOSE HAZARDS IN CONNECTION WITH THE MOORING, UNMOORING OR BUNKERING OF SAID VESSEL.

12) FORCE MAJEURE:

NEITHER SELLER NOR BUYER SHALL BE LIABLE IN DAMAGES OR OTHERWISE FOR ANY FAILURE OR DELAY IN PERFORMANCE OF ANY OBLIGATION HEREUNDER (OTHER THAN BUYER'S OBLIGATION TO MAKE PAYMENT) WHERE SUCH FAILURE OR DELAY IS CAUSED BY AN EVENT OF FORCE MAJEURE, BEING AN EVENT, OCCURRENCE OR CIRCUMSTANCE REASONABLY BEYOND THE CONTROL OF THAT PARTY EXCUSED, INCLUDING WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING: FAILURE OR DELAY CAUSED BY OR RESULTING FROM ACTS OF GOD, STRIKES, FIRES, FLOODS, WARS (WHETHER DECLARED OR UNDECLARED),

RIOTS, DESTRUCTION OF THE MARINE FUEL. DELAYS OF CARRIERS DUE TO BREAKDOWN OR ADVERSE WEATHER, PERILS OF THE SEA, EMBARGOES, ACCIDENTS, RESTRICTIONS IMPOSED BY ANY GOVERNMENTAL AUTHORITY (INCLUDING ALLOCATIONS, PRIORITIES, REQUISITIONS, QUOTAS AND PRICE CONTROLS). THE TIME OF SELLER TO MAKE, OR BUYER TO RECEIVE, DELIVERY HEREUNDER SHALL BE EXTENDED DURING ANY SUCH FORCE MAJEURE PERIOD IN WHICH DELIVERY SHALL BE DELAYED OR PREVENTED BY REASON OF ANY OF THE FOREGOING CAUSES UP TO A TOTAL OF THIRTY (30) DAYS. IF ANY DELIVERY HEREUNDER SHALL BE SO DELAYED OR PREVENTED FOR MORE THAN THIRTY (30) DAYS, EITHER PARTY MAY TERMINATE THIS CONTRACT WITH RESPECT TO SUCH DELIVERY UPON WRITTEN NOTICE TO THE OTHER PARTY.

13) GOVERNING LAW:

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ALL PARTICULARS BY THE LAWS OF THE STATE OF TEXAS AND THE GENERAL MARITIME LAW AS APPLIED IN THE COURTS OF THE UNITED STATES OF AMERICA.

EACH PARTY EXPRESSLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS AND/OR THE FEDERAL COURTS SITUATED IN HARRIS COUNTY, TEXAS.

14) DRAWBACKS:

SELLER RESERVES THE RIGHT TO CLAIM, RECEIVE AND RETAIN DRAWBACKS ON IMPORTED DUTY PAID IN RESPECT TO PRODUCTS AND/OR MATERIAL USED IN THE MANUFACTURING OR BLENDING OF THE MARINE FUEL DELIVERED HEREUNDER. WHENEVER SUCH PRODUCTS ARE EXPORTED, THE BUYER SHALL PROMPTLY NOTIFY THE SELLER AND SHALL ON REQUEST BY SELLER EXECUTE DRAWBACK CLAIM FORMS AND ASSIGNMENTS IN FAVOR OF THE SELLER TO ENABLE SELLER TO ESTABLISH ITS DRAWBACK RIGHTS UNDER CUSTOM REGULATIONS.

15) POLLUTION:

IF A SPILL OCCURS DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY SOME EVENT OTHER THAN THE SOLE NEGLIGENCE OF THE SELLER, BUYER AGREES TO INDEMNIFY SELLER AGAINST SUCH EXPRESS LIABILITY FOR FINES, PENALTIES AND CLEANUP COSTS IMPOSED UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION.

16) ASSIGNMENT:

NEITHER SELLER NOR BUYER SHALL ASSIGN THE WHOLE OR ANY PART OF ITS RIGHTS AND OBLIGATIONS HEREUNDER DIRECTLY OR INDIRECTLY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, EXCEPT THAT SELLER MAY ASSIGN THIS CONTRACT AND/OR ANY OF ITS RIGHTS TO ANY AFFILIATED COMPANY UPON GIVING NOTICE.

17) TAXES:

BUYER SHALL PAY SELLER THE AMOUNT OF ALL FEDERAL, STATE AND LOCAL EXCISE, GROSS RECEIPTS, IMPORT, MOTORFUEL, SUPERFUND AND SPILL TAXES, AND ALL OTHER FEDERAL, STATE, AND LOCAL TAXES, HOWEVER DESIGNATED, OTHER THAN TAXES ON INCOME, PAID OR INCURRED BY SELLER DIRECTLY OR INDIRECTLY WITH RESPECT TO THE MARINE FUEL BEING SOLD HEREUNDER AND/OR ON THE VALUE THEREOF.

18) MATERIAL SAFETY DATA SHEETS:

SELLER REPRESENTS THAT IT HAS PROVIDED OR WILL PROVIDE BUYER WITH AN APPROPRIATE MATERIAL SAFETY DATA SHEET, LABELS AND ANY UPDATED INFORMATION FOR THE MARINE FUEL IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AT OR PRIOR TO THE TIME OF DELIVERY.

BUYER ACKNOWLEDGES RECEIPT OF SELLER'S MATERIAL SAFETY DATA SHEETS ("MSDS") AND ACKNOWLEDGES THE HAZARDS AND RISKS IN HANDLING AND USING THE MARINE FUEL. BUYER SHALL READ THE MSDS AND ADVISE ITS EMPLOYEES, ITS AFFILIATES, AND THIRD PARTIES, WHO MAY PURCHASE OR COME INTO CONTACT WITH SUCH MARINE FUEL TO READ SUCH MSDS AND ANY SUPPLEMENTARY MSDS OR WRITTEN WARNING(S) WHICH SELLER MAY PROVIDE TO BUYER FROM TIME TO TIME.

19) ENTIRE AGREEMENT:

THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL PROPOSALS, NEGOTIATIONS AND REPRESENTATIONS WITH REFERENCE THERETO ARE MERGED HEREIN.