

**CEPSA LUBRICANTES SA
GENERAL TERMS AND CONDITIONS OF SALE FOR MARINE
LUBRICANTS**

These General Terms and Conditions of Sale for Marine Lubricants (hereinafter referred to as the Terms and Conditions) apply to any sale or sales agreement for Marine Lubricants of brands CEPSA, ERTIL or MOBIL entered into by CEPSA LUBRICANTES SA, and are part of said sales agreement together with the annexes or appendices referred to therein.

I

DEFINITIONS: The terms and expressions set out below will have the following meanings in the Terms and Conditions:

“Affiliate” means (1) CEPSA LUBRICANTES SA or any successor companies with rights and obligations, (2) any limited company, limited partnership or parent company of CEPSA LUBRICANTES SA or successor companies with rights and obligations and which currently or in the future are owners or directly or indirectly control, through one or more intermediaries, more than fifty percent (50%) of the capital that grants the right to vote or nominate board members for CEPSA LUBRICANTES SA or the successor companies (“Parent Company”) and (3) any limited company, parent company or other entity, irrespective of its address, whose capital grants it the right to vote, and more than fifty percent (50%) of which is owned, directly or indirectly through one or more intermediaries, by CEPSA LUBRICANTES SA , or any successor companies, or its Parent Company.

“Agents” includes the employees of the Seller and any distributor or supplier authorized by the Seller.

“Direct Customers” are the customers of CEPSA LUBRICANTES SA, without the involvement of an Agent or any other representative.

“Agent Customers” are CEPSA LUBRICANTES SA customers, with the involvement of an Agent who receives a commission as a result.

“Buyer” means any individual or body corporate who buys marine lubricants.

“Agreement” means any agreement concerning the sale of CEPSA LUBRICANTES SA Marine Lubricants, including the Sales Agreement for Marine Lubricants and its Annexes and Appendices, together with these Terms and Conditions.

“Delivery” means, with respect to the Products in barrels and other containers, the physical delivery by the Seller to the Buyer's ship, at the expense of the ship or the Buyer's agent or, in the case of pumping the Product, from a boat or land

installation, when the Product leaves the transport machinery or the Seller or its Provider and enters in the inlet flange of the ship.

“**Product**” means lubricating oils, greases and other marine lubrication products of CEPSA LUBRICANTES SA.

“**Seller**” means CEPSA LUBRICANTES SA, with registered offices at calle Ribera del Loira 50, 28042, Madrid, Spain

“**Extra Costs**” means the costs, aside from those agreed in the sales terms, that arise as a result of the supply. The list of items considered as extra costs will include, but under no circumstances be limited to the following: delays attributable to the ship, barges, cranes, pumping of barrels, supplies on bank holidays and weekends, transport to ports without CEPSA LUBRICANTES service and special services not included in the supply agreement entered into with said company.

Unless there is an express agreement in writing between the Seller and the Buyer, the Extra Costs will be met fully by the Buyer.

In these Terms and Conditions, except in inadmissible contexts, all references to the singular also cover a reference to the plural and vice-versa.

II

ORDERING, DELIVERY AND RISK OF LOSS: Orders will be made by the Buyer to the Seller either through the regional store, or directly through the **COMPREHENSIVE CUSTOMER CARE SERVICE(SIAC)** via: Telephone (34) 91 3377555, Fax (34) 91 3379586 or [Email: siac.lubricantes@cepsa.com](mailto:siac.lubricantes@cepsa.com)

When the order to be supplied is less than seven hundred and forty kilos (740 kg) it will carry an additional minimum delivery charge, of which the Seller will be informed at the time of making the order, unless the Seller and the Buyer have expressly agreed in writing that said additional charge will not be applied.

The additional minimum delivery charge will not apply to deliveries to fishing boats and the like.

The DELIVERY of the Product will be subject to the provisions of the Marine Lubricants Services and Ports Guide CEPSA LUBRICANTES SA maintains on its website.

The Delivery note, must be signed and stamped by the Buyer or the Buyer’s agent.

In the case of suppliers to small port ships that do not have a stamp, the signature and number of the official identity document of the person who made

the order or the signature of the Civil Guard who saw the order being embarked in the export supplies.

The risk (that is, the liability for the loss or the deterioration or the Product, or the resulting liability thereof) will pass to the Buyer at the time of Delivery.

The ownership of the Product will pass to the Buyer at the time of Delivery.

III

PAYMENT: Unless agreed otherwise, the payment will be made with no discount, withholding or deduction and will be made to the Seller in the bank account previously notified by the Seller to the Buyer, in the period agreed between both parties. In the event that the payment is not made at the agreed time or by the agreed method, the Seller will be entitled to suspend future deliveries that arise from this document and/or notify the Seller that all pending payments for any delivery provided for herein are due and must be made immediately. Without prejudice to all other rights that cover the Seller, the Seller, at its own discretion, will be entitled to send, to deal with any obligation owed by virtue of this document to the Buyer, any amount of money that at that time or subsequently the Seller owes to the Buyer. Delayed payments will accrue interest at a rate of one percent (1%) per month (counting full and partial months) insofar as this is permitted by local legislation, unless the Seller and the Buyer have agreed another rate in writing, in which case said rate will apply. In the event that the Buyer stops meeting the terms of credit, the Seller reserves the right to amend the terms of credit and payment. The sales are made on credit to the receiving ships, as well as the promissory note of the Buyer, which following delivery become outstanding amounts in a marine security interest charge in favor of the Seller and against each of said ships.

IV

CLAIMS: All claims relating to an error in the amount or to a fault in quality will be rejected unless the Buyer, within a period of thirty (30) days counting from the Delivery date, delivers written notification of said claim to the Seller and, where appropriate, provides the Seller or their agents with the opportunity to inspect the Product or Products in question. All claims of any nature made by the Buyer based on or resulting from this Agreement or arising from other motives will be excluded unless it is sustained by the Buyer bringing a court action against the Seller in a period of twelve (12) months counting from the Delivery or the circumstance, act or omission referred to in the claim. This provision will remain in force after the termination of this Agreement.

V

COMPENSATION: The Buyer must compensate and excuse the Seller and its Affiliates and Agents of liability for all types of losses, damages, costs or

expenses (including reasonable fees for legal advice) that the Seller or its Affiliates or Agents incur, or for which they could be responsible, and which arise from negligent or intentional acts or omissions by the Buyer, its employees or agents, or the receiving ship, within the framework of the Deliveries described herein. The Seller must compensate and excuse the Seller and its Affiliates and Agents of liability for all types of losses, damages, costs or expenses (including reasonable fees for legal advice) that the Buyer or its Affiliates or Agents incur, or for which they could be responsible, and which arise from negligent or intentional acts or omissions by the Seller, its employees or agents, or the receiving ship, within the framework of the Deliveries described herein.

VI

ENVIRONMENTAL PROTECTION: In the event that a spill/escape/leak/overflow of marine lubricant occurs during the operation of supplying the boat, the Buyer will take all reasonable measures to guarantee that the officers, crew and personnel of the ship and/or the Buyer's representatives, assist the Seller and immediately cooperate with the Seller, in carrying out any action to remove, remedy or mitigate the damaging or harmful consequences thereof.

In the event that a spill/escape/leak/overflow occurs during the operation of supplying the boat with marine lubricant, the Seller is authorized to take measures or authorize third parties to take measures and incur in these measures the costs it considers to be reasonable for the removal, remedy or mitigation of the effects of the spill/escape/leak/overflow.

All of the costs, damages, losses and special fees arising from the spill/escape/leak/overflow caused by the supplied ship will be paid immediately by the Buyer and/or the shipbuilding company in accordance with the provisions of the applicable legislation in the area. In this way, the Buyer and the shipbuilding company (in the event that it is a different company) will be jointly and severally liable in such a case.

All of the costs, damages, losses and penalties arising from the spill/escape/leak/overflow caused by the Seller will be paid immediately by the Seller in accordance with the provisions of the applicable legislation in this area.

In the event that both parties cause the spill/escape/leak/overflow, the costs, damages, losses and penalties will be met by the parties according to the proportion of their respective level of fault, negligence or omission.

VII

GUARANTEE

- (a) The Seller guarantees that, at the time of issuance from the Seller's facilities, the Products meet the specifications set forth in the Seller's Technical Data Sheets for the Product. THERE IS NO EXPRESS OR IMPLICIT GUARANTEE OF COMMERCIABILITY, APTITUDE OR SUITABILITY OF THE PRODUCT FOR ANY SPECIFIC PURPOSE OR ANY OTHER THAT GOES BEYOND THE DESCRIPTION OR THE PRODUCT SPECIFICATIONS.
- (b) This guarantee is extended in replacement and in exclusion of all other conditions, guarantees or other express or implicit contractual commitments that refer to:
 - (i) the condition or quality of the products.
 - (ii) suitability for a specific purpose.
 - (iii) its compliance of any description that may arise by virtue of any local or written law.
- (c) If it is demonstrated that the Product does not meet the specifications included in the Seller's Technical Data Sheets for the Product, the latter, at its own discretion, may replace it at the next port that is convenient for both parties where they can reasonably deliver the supplies or return the amounts paid by the Buyer for the Product. The Buyer must accept said replacement or reimbursement as settlement for any claims that they may be entitled to submit for all of the existing defects.
- (d) None of the Parties will be held liable to the other Party as a result of contract, tort, negligence, non-compliance with the laws, etc. for the losses, damages, costs or expenses of any nature that the other Party incurs or falls into and the nature of which is indirect or consequential, including, without limitation, financial or other losses of turnover, profits, business or goodwill.

VIII

CONTINGENCIES: The Seller and its Affiliates and Agents reject all liability for any losses, damages or demurrage that are due to a delay or lack of fulfillment (a) resulting from carrying out an order or request from a public body or person appointed to be the representative of said public body, or (b) if the supply of the Product or any of its components, or any facility for production, manufacture, storage, transport, distribution or delivery provided for by the Seller or its Affiliates or Agents is interrupted, not available or not suitable for any reason beyond the reasonable control of the Seller. The Seller and its Affiliates and Agents will not be required to eliminate that reason or replace any supply

source or facility affected if that involves an additional cost or a deviation from the habitual practices of the Seller or its supplier. In the event that the Seller cannot supply the Product to a Port that is visited regularly by the Buyer's ship or ships, the Parties will seek an acceptable solution for both as an alternative supply Port.

If the Seller or its Affiliates or Agents think that at any time and for any reason a shortfall of supply may occur of such a magnitude that it prevents the Seller from meeting the demand of all of its customers of any nature, the Seller and its Affiliates or Agents may distribute the Seller's predicted and available supplies among its customers in a fair and equal manner as decided freely by the Seller. The Seller and its Affiliates and Agents will not be required to complete any delivery omitted by virtue of this clause. The Buyer will not be liable for not receiving a Product if they were prevented from receiving and using the Product in the normal way due to any reason beyond their reasonable control, thereby understanding that none of the provisions herein will excuse the Buyer from the full and timely payment for the entirety of the delivered Product.

IX

CORRECTION OF THE DOCUMENTATION: Both parties agree that all financial statements, invoices and reports submitted to the other Party or to its representatives will correctly reflect the circumstances relating to all the activities and operations provided for in this Agreement. Both Parties agree to inform the other Party, promptly after discovery of any circumstance in which the first Party fails to comply with this clause. If one Party discovers or is informed of any error or exception relating to its invoicing, both parties will jointly review the nature of the errors or exceptions, with the party in breach being required, where appropriate, to adopt measures to rectify and adjust the relevant invoice or reimburse the difference between the payment made and the correct payment.

X

JURISDICTION, LEGISLATION AND EXECUTION:

The interpretation, meaning or effects of these Terms and Conditions, or any dispute referring to the rights and obligations of the Parties arising from the Agreement or its fulfillment and execution will be governed by the Spanish Courts (Spain) and Spanish law (Spain).

Both the Seller and Buyer, waive any recourse to their respective courts in favor of the Courts of the city of Madrid (Spain).

XI

GENERAL PROVISIONS

- (a) Strict fulfillment. Waiver: The right of any of the Parties to demand strict fulfillment [of this contract] will not be affected by any prior negotiation or disclaimer. All the rights and forms of redress are accumulative, and the choice of one form of redress will not exclude any other.
- (b) Buyer as an Agent: If the order of Products was made by the Buyer in the capacity of an agent of a principal, whether or not it has been informed of their identity, the Buyer will be responsible for the fulfillment of all of the principal's obligations, including the payment.
- (c) Assignment: The Buyer may convey this Agreement with the prior consent in writing of the Seller. The Seller may convey the Seller's obligations as set forth in this Agreement to an Affiliate or another supplier at any time, after notifying the Buyer, in which case the assignee will enjoy and be entitled to exercise against the Buyer each and every one of the rights granted to the Seller herein.
- (d) Interruption in the marketing of a Product: The Seller may interrupt or order the interruption, without incurring any liability, of the sale at any port of the Product described herein.
- (e) Trademarks: None of the provisions of this Agreement grants the Buyer the right to use the brands, image or trademarks of the Seller.
- (f) Termination: In the event of any breach of the Terms and Conditions of this Agreement that is not resolved within a period of thirty (30) days counting from the date on which the breaching party is notified of said breach, or in the event that the Buyer is being threatened or is in the process of liquidation, dissolution, legal administration or another similar situation, the party that is not in breach may terminate this Agreement. Upon the termination of this Agreement, all amounts of money owed by one of the parties to the other and which are still not due will become a debt payable with immediate effect.
- (g) Separation of annulled clauses: In the event that a provision of this Agreement is ruled beyond appeal to be incompatible or contrary to current legislation, said provision will be understood to be amended or omitted so that it is in line with said legislation without this, as a result, affecting any other provision of this Agreement or the validity thereof.
- (h) Prevailing conditions. This Agreement will prevail over any condition set out by the Buyer unless the Seller expressly agrees to those conditions in writing. No action of the Seller, its Affiliates or Agents will be interpreted to constitute acceptance of any condition set out by the Buyer. The titles of the clauses have only been included to facilitate consultation and will not in any way affect the interpretation or the meaning of this Agreement.
- (i) Full agreement and prohibition of amendment: This Agreement includes all of the conditions of the agreement between the Parties, without making a claim to any statement made outside of the Agreement in brochures, catalogues, commercial texts, correspondence or verbally during the negotiations has contractual validity. This Agreement may not be amended

or changed in any way unless it is agreed in writing by and between the Parties.

(j) Right to demand fulfillment: The Affiliates and Agents described herein will be entitled to make use of or claim to the conditions of this Agreement. No other person that is not a contracting party will have any entitlement to make use of any of its conditions.

(l) Neither the Buyer nor the Seller can make use of or disclose to any person, unless in the performance of its obligations provided for herein, due to legal requirement or the imposition of financial information requirements, or communicate to any person, or use or exploit for any purpose, any non-public commercial or financial information related to or resulting from this Agreement and which the Party in question may receive or obtain through its condition as a contracting party.

(m) Safety: The Buyer must adopt all of the necessary measures and precautions to provide a safe environment for the ship before and during the delivery of the Products. If, at any time prior to or during the delivery, the Seller reasonably decides that the delivery environment is not safe or there is the possibility that a spill will occur due to circumstances such as, including but not limited to, an unsafe environment, unsafe working practices or procedures, unsafe facilities, the use of incompatible tools, machinery or configuration, or bad weather, the Seller reserves the right to not start the delivery or end the supply immediately and without prior notice to the Buyer. Between the Seller, as one party, and the Buyer, as the other, the Buyer will be exclusively liable for the damages or losses that occur on board or on the ship as a result of any incident arising from or related to those circumstances.

(n) Force majeure: Neither of the Parties will be liable in the event of breach or inadequate fulfillment or the terms of the Contract when it is due to force majeure. For the purposes of these Terms and Conditions, force majeure will be deemed to be all foreseeable or unforeseeable events which, being beyond the will of the Parties and unavoidable for them through the use of reasonable measures, have a direct impact on the execution of the Agreement, preventing or impeding beyond what is reasonable, the fulfillment of the obligations arising from these general terms and conditions for the sale of marine lubricants. The Buyer's payment obligation in relation to the supplied marine lubricant is expressly excluded from this item. The Party that for this reason is prevented from executing the Agreement must inform the other Party and take all of the measures that are reasonably at their disposal to eliminate the cause of the breach or to alleviate its effects on the Agreement, where it is clearly understood that they will resume the fulfillment of the Agreement as quickly as possible following the elimination of this reason. If the situation continues for more than one (1) month, the Party unaffected by the force majeure may decide to terminate this Agreement. Under no circumstances does the cause of the force majeure remove the payment obligations. Furthermore, in the event that the force majeure prevents or suspends the supply for a period greater than fifteen (15) days, the Seller can deem the sales agreement to be terminated. To this end, force majeure is deemed to be (although this list is not exhaustive) all causes including (1) war, hostilities, blockades, uprisings, civil

revolts, strikes, lockouts, labor or employment disputes, epidemics, fires floods, freezes, sea hazards, other contingencies caused by nature, (2) prohibition from importing, exporting, transporting, or any other executive or legislative action by or in the interest of any government in the country of origin, within the territory in which supply is going to take place or the territory of its raw materials, **(3) total or partial breakdown of machinery, transport problems affecting the lubricant that is going to be supplied or its raw materials,** cuts in the energy supply or other causes or circumstances that aggravate any difficulty existing at the time of the Agreement and which affect the possibility of supplying the marine lubricant included in the Agreement.

(n) Official language: This Agreement has been entered into in Spanish (Spain).

(ñ) Product destination: The Buyer guarantees that the Products being sold by the Seller will not be intended for or used as a fuel under their exclusive responsibility.

CEPSA LUBRICANTES SA
October 2008