

**MARINE GENERAL TERMS AND CONDITIONS
FOR
MARINE PRODUCT SALES BY
COLONIAL FUEL AND LUBRICANT SERVICES, INC.
OR
COLONIAL OIL INDUSTRIES, INC.**

EFFECTIVE JANUARY 23, 2015

These Marine General Terms and Conditions (the “Terms and Conditions”) apply to all sales of marine fuel to you (the “Buyer”) or at your request by Colonial Fuel and Lubricant Services, Inc. or Colonial Oil Industries, Inc. (hereinafter, “Colonial” or “Seller”) where such marine fuel is delivered to a vessel (the “Vessel”) and will be deemed to have been agreed to by Buyer (and may be relied upon by Colonial) upon the earlier of Buyer’s receipt of product, Colonial’s delivery to or for the benefit of Buyer of product, or Buyer’s payment for product. Terms and conditions relating to a specific order for product, including but not limited to those regarding type, quality and/or quantity of product, price, and/or particulars regarding delivery, shall be in writing and may be agreed upon by e-mail, TWX, telex, facsimile or other electronic means, and shall be referred to herein as the “Special Provisions”. In addition to other writings or instruments, it is contemplated that the Special Provisions may be set forth in a purchase order, bill of lading or invoice, and Buyer’s receipt of product or payment pursuant to the same shall be deemed to constitute Buyer’s agreement with the Special Provisions set forth therein and these Terms and Conditions. The Special Provisions relating to a specific order of product and these Terms and Conditions shall apply to and govern such order of product and together shall constitute the parties’ purchase and sale agreement with respect to such order of product (hereinafter, this or the “Agreement”). If a conflict is deemed to exist between the Special Provisions and these Terms and Conditions with respect to a specific order of product, the Special Provisions shall control in that instance. Any terms and conditions proposed by Buyer in any manner, whether communicated to Colonial prior to, at or after the time of Colonial’s confirmation to Buyer of a specific order, will not be binding on Colonial unless expressly agreed to in writing by Colonial’s authorized representative.

IN THE CASE OF ANY SALE OF MARINE FUEL WHERE SUCH FUEL IS NOT TO BE DELIVERED TO A VESSEL, THESE TERMS AND CONDITIONS SHALL NOT APPLY, AND INSTEAD THE “GENERAL TERMS AND CONDITIONS” SHALL APPLY. THE GENERAL TERMS AND CONDITIONS ARE FOUND AT <http://colonialfuels.com/gtc>.

Any additional or different terms and conditions proposed by Buyer, whether communicated to Colonial prior to, at or after the date of Colonial’s confirmation to Buyer, including any such additional terms and conditions contained in Buyer’s nomination, purchase order or other communication, will not be binding on Colonial unless expressly agreed to in writing by Colonial’s authorized representative. In addition to the foregoing, the arrival of the Vessel at the delivery location or any statement of intent by Buyer to purchase marine fuel from Colonial, or any direction by Buyer for Colonial to proceed with the delivery of marine fuel to a Vessel shall constitute assent by Buyer to these Terms and Conditions without regard to any additional or different terms and conditions contained in any writing from Buyer to Colonial in connection therewith. As used herein, the term “Buyer” shall refer, jointly and severally, to you, the Vessel and to the Master, Owner, Manager/Operator, Disponent Owner, or Charterer of the Vessel, as applicable.

1. Nominations and delivery.

1.1 Buyer may nominate a Vessel to receive marine fuels by submitting to Colonial a written nomination specifying the vessel name, delivery location, estimated time of arrival (“ETA”) of the Vessel at the delivery location, the Vessel’s local agent, the grades and quantity of marine fuels desired and the method of delivery

required (barge, over dock, etc.). Colonial may accept such nomination by submitting written confirmation to Buyer stating Colonial's acceptance of Buyer's nomination together with the price to be paid by Buyer for the marine fuels sold to Buyer in connection therewith.

1.2 Prices quoted by Colonial in Colonial's acceptance of Buyer's nomination are good for only the five day period beginning two days prior to and ending two days after the Vessel's initially stated ETA at the delivery location. In the event that the actual date that the scheduled marine fuel delivery is to take place is outside of this five day period, Colonial shall have the right, in Colonial's sole discretion, to amend the price at which such marine fuel is to be delivered to the Vessel or to terminate the contract for said marine fuel delivery by written notice to Buyer.

1.3 Prices quoted by Colonial are in U. S. dollars per gallon, barrel, or metric ton (2,204.6 pounds) corrected to 60 degrees F (15 degrees C) and are exclusive of any taxes, duties, levies or other charges which may be imposed by any applicable governmental authority. Furthermore, any prices quoted by Colonial are net of any transportation charges, dock charges or any other charges, which may be incurred by Colonial in connection with the sale and delivery of the marine fuels to Buyer hereunder. All such taxes, duties, levies, dock or transportation charges or other charges shall be the responsibility of Buyer.

1.4 Buyer or the Vessel's local agent shall, not later than forty-eight (48) hours in advance of arrival of the Vessel at the delivery location (excluding Saturdays, Sundays and legal holidays), confirm in writing to Colonial the product grade and quantity of marine fuel to be delivered to the Vessel by Colonial together with the ETA of the Vessel.

1.5 Colonial's regular business hours are Monday through Friday (excluding observed holidays) from 0800 hours to 1700 hours local time. Where over-the-dock delivery is required (in whole or in part) during times which are other than Colonial's regular business hours, an additional charge of \$50.00 per hour (with a three hour minimum) shall apply.

1.6 Subject to the provisions of Section 2.2 of these Terms and Conditions, Buyer may cancel in writing to Colonial any order prior to the arrival of the Vessel at the delivery location or, for marine fuel deliveries involving the use of a barge or truck, prior to the time of loading of the product into the delivering barge or truck has begun.

2. Reception Liability.

2.1 Buyer shall be solely responsible for ensuring that any berthing facilities provided by Colonial for use in connection with the delivery of the marine fuel to the Vessel, together with the approach waters leading to such berthing facilities, can safely accommodate the Vessel. Buyer shall be responsible for and shall hold harmless Colonial from and against any suit, cause of action, claim, loss, cost, liability, damage or expense (including reasonable attorney's fees) brought against or suffered or incurred by Colonial in connection with the Vessel or the operation or docking thereof or any damage to Colonial's or any third party's property which occurs in connection with the delivery of the marine fuels to the Vessel, provided the same was not proximately caused by Colonial. Without limiting the generality of the foregoing, Buyer shall be responsible for any damage caused to any berthing facilities, hoses, flanges, reducers, valves or other facilities or equipment utilized in connection with the delivery of the marine fuel to the Vessel and not proximately caused by Colonial.

2.2 Buyer shall be responsible for any and all losses or costs incurred by Colonial in connection with any failure by Buyer to take and accept delivery of the full quantity of marine fuel ordered by Buyer from Colonial as set forth in Buyer's nomination, purchase order or other request. Without limiting the generality of the foregoing, these costs may include, but are not limited to any barge/truck freight, fuel downgrade charges, terminal throughput charges, losses sustained as a consequence of Colonial blending marine fuels to Buyer's specifications, and labor and overtime charges.

2.3 Buyer shall be responsible for all hose connections to the Vessel and pumping shall be performed under the direction of the Vessel. Colonial's barges and trucks are equipped with A.N.S.I. standard 150 lb. flanges. The Vessel must be prepared to furnish suitable adapters/reducers if equipped with non-standard flanges. In the event that the Vessel is equipped with non-standard flanges, Colonial will, upon request by Buyer, make best effort to fabricate or have fabricated suitable reducers/adapters to allow for the connection of Colonial's flanges with the Vessel. Buyer shall be responsible for and shall pay Colonial for any and all fabrication costs associated with the production of such reducers/adapters together with any additional losses, costs or expense which may be incurred by Colonial in connection with the production of such reducers/adapters including, but not limited to, any labor, cost of materials, transportation of personnel and materials and demurrage of delivering barges or equipment.

2.4 In the event that the Vessel requires delivery of the marine fuel by barge, Colonial will provide this service only within Colonial's normal operating limits, as defined by Colonial, and delivery of the marine fuel shall be subject to the availability to Colonial of suitable facilities and equipment satisfactory to Colonial to accomplish such delivery. Buyer shall be responsible for paying the costs associated with the delivery of the marine fuel to the Vessel by barge at Colonial's rates then in effect together with any additional charges including, but not limited to, any demurrage and tug standby charges which may be incurred in connection therewith.

2.5 If the delivery of the marine fuel to the Vessel requires delivery by road vehicle, Buyer shall notify Colonial of such need at the time Buyer submits the nomination to Colonial. Colonial's performance shall be subject to the availability to Colonial of the necessary facilities and equipment satisfactory to Colonial to affect delivery by road vehicle. Buyer shall be responsible for ensuring the safe and prompt passage of any such road vehicle between the public roadway and the actual point of delivery. The cost of any such road delivery, together with any additional charges incurred by Colonial including, but not limited to, any delay to Colonial's vehicles not caused by Colonial or the cost of supplying any additional hose in excess of that customarily carried by any such road vehicle which may be required for purposes of effecting such delivery, shall be for the Buyer's account.

2.6 The Vessel shall provide a free side and steam if required to allow Colonial to affect the delivery of the marine fuel to the Vessel.

2.7 Notwithstanding anything in these Terms and Conditions to the contrary, and without limiting the terms of Sections 8 and 12 of these Terms and Conditions, Colonial shall not be liable for any demurrage, dockage, shifting or other loss, cost or expenses occasioned by Buyer or the Vessel or other person or entity due to any reason whatsoever including, but not limited to, any congestion or other reason beyond Colonial's reasonable control affecting Colonial's delivery facilities, or due to the prior commitment of any barges or other delivery vehicles which may be necessary for purposes of effecting such delivery.

2.8 In the event of product shortages, Colonial reserves the right to reduce the volumes of product available among its customers in any reasonable way according to Colonial's sole judgment. Colonial shall not be liable to Buyer for damages as a consequence of Colonial's decision regarding the allocation of available marine fuel resources among its customers, including Buyer.

3. Quality.

3.1 Buyer shall be solely responsible for the selection of the appropriate grade of marine fuel supplied to the Vessel by Colonial. Specifications must be communicated to Colonial by Buyer at the time of Buyer's first purchase inquiry in order to allow Colonial to make determination as to whether these specifications can be met.

3.2 Sampling by Colonial shall be performed via the barge drip-sampling device during the transfer of the product to the vessel. In the case of delivery by tank truck the sample will be taken from the tank truck prior to delivery. If delivery is via dock pipeline, the sample will be taken by drip-sampling device during the delivery or

Seller's shore tank prior to delivery. Buyer, at Buyer's sole expense, shall have the right to appoint in writing and at least one day in advance of delivery a qualified independent petroleum inspector acceptable to Colonial to oversee the drawing of the samples and to perform subsequent testing of the product; and if Buyer fails to do so, it shall have waived such right. Colonial or Colonial's representative shall take 3 representative samples of each grade of marine fuels delivered to Buyer. One sample(s) shall be given to the Master of the Vessel, Buyer or Buyer's representative and Colonial shall retain the remaining 2 sample(s) for a period of at least 30 days from the date of delivery.

3.3 Any claim by Buyer regarding the quality or specifications of the marine fuels delivered to the Buyer hereunder, including but not limited to claims under Sections 8 or 12 below, shall be presented to Colonial within twenty (20) days after the date the marine fuels were delivered to the Vessel, shall be in writing, and shall specify the details of the quality complaint including all analysis and all other information related to the claim. If Buyer makes a claim or complaint within such 20-day period, Colonial shall deliver 1 of the 2 samples retained by Colonial to an independent laboratory for analysis. If Buyer's claim is unsubstantiated, Buyer shall be responsible for the cost of analysis involved to include shipping and overtime charges if applicable. Any non-payment of Colonial's invoice(s) related to a delivery shall be a breach of Buyer's obligations hereunder, and all reviews, discussions or settlements regarding such claims shall be suspended until Buyer makes full payment for the quantity delivered. Colonial may immediately recover any amounts withheld from full payment, and Buyer agrees that any claims it may have related to the delivery or the fuel delivered do not constitute a valid defense to Buyer's obligation to pay in full without set off or deduction.

3.4 Notwithstanding anything in these Terms and Conditions to the contrary, in no event shall Buyer have any claim against Colonial regarding the quality of the marine fuels delivered to the Vessel where such product is commingled with any other marine fuels on the Vessel at the time of delivery or at any time thereafter, whether such claim relates to specifications, quality or other matter.

4. Quantity.

4.1 The quantity of marine fuels delivered to the Vessel shall be determined by Colonial and Buyer will be charged on the basis of Colonial's measurements. Buyer shall have the right to be represented at the time Colonial's measurements of the quantity of marine fuels delivered to the Vessel are taken. In the event of delivery to Buyer's barge or a barge nominated by Buyer, the amount of marine fuels delivered shall be determined by meters at Colonial's loading facility or Colonial's shore tank down gauge.

4.2 Any claim as to shortage in quantity must be noted on the delivery receipt signed by the Buyer or the Buyer's representative at the time of delivery and must be presented to Colonial within 20 days after delivery and specify the deficiency with reasonable particularity. Colonial retains the right to amend quantities shown on the Bunker Delivery Receipt/Bill of Lading when math, calculation, scrivener's or other like errors are discovered during review of the calculations in preparation for invoicing.

5. Title, Risk of Loss, and Delivery.

5.1 Title. Title to, and all risk of loss of or damage to, any product delivered under this Agreement passes to Buyer at the permanent intake connection of the Vessel; provided, however, that if delivery is made to the Vessel by Colonial by truck nominated or provided by Buyer, title to, and all risk of loss or or damage to, the product passes to Buyer at the last flange on Colonial's or Colonial's supplier's terminal property.

5.2 Deliveries. Deliveries will be made within Colonial's usual business hours and at such times as may be required by the Buyer, provided that such time of delivery is made part of the Special Provisions. Colonial will endeavor to prepare and furnish the Buyer with copies of bills of lading and other shipping papers as applicable.

6. Payment Terms.

6.1 Payment. Unless otherwise specified in the Special Provisions, following physical movement of product purchased hereunder, the Buyer must make payment in full without set off or deduction to Colonial via wire transfer or Automated Clearing House transfer in immediately available funds (at such address or depository as Colonial may designate in writing) in U.S. dollars. Unless otherwise indicated in the Special Provisions or Invoice with respect to a purchase of product, full payment shall be made within ten (10) days of Colonial's invoice for the same. If the payment due date falls on a Saturday, a Sunday or on a day which is a bank holiday in the place where payment is to be made, payment may be made in immediately available funds to the seller on the next banking day after such payment due date. Complete remittance information shall accompany all payments including the listing of the invoice (s) and/or vessels to which such payment relates. Buyer shall notify Colonial (or instruct its bank to notify Colonial) by e-mail (credit@colonialgroupinc.com) as soon as payment has been made, quoting the date on which payment was made, the amount paid, naming the name of the bank effecting payment and providing a listing of the invoice(s) to which such payment relates.

6.2 Credit Arrangements; Assurance. As a condition precedent to any or further sales or deliveries of product, Buyer will establish and maintain credit satisfactory to Colonial. If Buyer fails to maintain credit satisfactory to Colonial, Colonial may suspend or terminate deliveries or sales of product until satisfactory credit or other conditions is/are met, established or re-established. In the absence of satisfactory credit arrangements, at any time prior to commencement of loading or delivery of product, Colonial has the right to require Buyer to establish in Colonial's favor for any shipment either: (a) a parent company assurance or guaranty in form and substance satisfactory to Colonial of the prompt payment, when due, of any and all present or future indebtedness of Buyer as a result of any sale of product; or (b) a standby letter of credit in form and substance specified by Colonial issued or confirmed by a bank acceptable to Colonial and in an amount sufficient to cover the estimated invoice amount of the shipment. All bank charges attendant to such letter of credit will be for the account of the Buyer. If Colonial elects to deliver, load or discharge product, any demurrage resulting from delays to Colonial's tanker, truck or railcar pending receipt by Colonial of required credit documentation in form and substance acceptable to Colonial is for the account of Buyer. In the event of breach of this paragraph by Buyer, Buyer shall pay Colonial damages incurred by Colonial as a result of such breach.

6.3 Default Interest; Collection Costs. Any amount payable for any product or otherwise payable by Buyer to Colonial hereunder, if not paid when due, bears interest from the due date until the date payment is received by Colonial at the rate of 1.5% per month (18% per year), but not more than the maximum rate of interest permitted under applicable law. Buyer must pay any such accrued interest within five (5) days following receipt of Colonial's request for the same from time to time. If any action, at law or in equity, is brought by Colonial to enforce Buyer's obligations arising out of the transactions contemplated hereby, or Colonial retains an attorney to collect any past-due amounts owed to it by Buyer, whether suit be brought or not, Colonial shall be entitled to be paid its reasonable attorney's fees and costs incurred in connection with the same, which amount Buyer shall pay to Colonial within five (5) days following receipt of Colonial's request for the same from time to time.

6.4 Offset. Colonial shall have the right to set off and to apply any money, accounts payable or product balance owed by Colonial to Buyer or any collateral of any description held by Colonial to secure any indebtedness or obligation owed by Buyer to Colonial against any unpaid money or accounts receivable owed to Colonial by Buyer.

6.5 Insolvency. In the event Buyer becomes insolvent, makes an assignment or any general arrangement for the benefit of creditors, or if there are instituted by or against Buyer proceedings in bankruptcy or under any insolvency law or law for reorganization, receivership or dissolution, Colonial may withhold, suspend or terminate shipments or any purchase order or cancel this Agreement unless otherwise prohibited by law.

7. Taxes. Any and all taxes, fees or other charges imposed or assessed by governmental or regulatory bodies, the taxable incident of which is the transfer of title or the delivery of the product hereunder, or the receipt of payment therefore regardless of the character, method of calculation or measure of the levy or assessment, will be paid by the party upon whom the tax, fee or charge is imposed by law, except that Buyer must reimburse Colonial for all federal, state and local taxes, fees or charges which are imposed by law on Colonial (other than taxes based on or measured by income). The importer of record is responsible for and will pay all custom duties, import fees, environmental fund fees and other assessments pertaining to the importation of the products.

8. Warranty. Colonial warrants that it has good and marketable title to the product, that the product conforms in all material respects to Colonial's specifications which may be set forth in the Special Provisions and applicable to that product (or, if none, such specifications will be those for Colonial's commercial grade of marine fuel of the general type selected for purchase by Buyer and as generally offered by Colonial to Colonial's customers at the time and place of delivery), and that such product will be delivered free from lawful security interests, liens, taxes and encumbrances against Colonial. Colonial warrants that the delivered product will meet in all material respects the specifications for that product at the delivery location and the delivery time as required by any governmental regulations. Seller shall not be responsible for any claim arising in circumstances where product delivered by Seller is commingled with other fuel aboard the receiving vessel. **COLONIAL MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED BY COLONIAL AND EXCLUDED.**

9. Force Majeure. Colonial's obligation to deliver any product to Buyer hereunder shall be suspended and, at Colonial's option, excused if Colonial is prevented from or delayed in purchasing, transporting or delivering, in its normal manner, the product, or the materials from which such product is manufactured, blended or otherwise made or prepared, or if Colonial's performance hereunder is made substantially more expensive, due to acts of God, earthquake, fire, flood, or the elements, malicious mischief, riots, strikes, lockouts, boycotts, picketing, labor disturbances, terrorism, war, compliance with any directive, order, or regulation of any governmental authority or representative thereof acting under claim or color of authority, loss or shortage of any part of Colonial's own or customary transportation or delivery facilities, or for any other reason beyond Colonial's reasonable control, whether or not similar to the foregoing.

10. Health, Safety and the Environment. Buyer shall be solely responsible for complying with, and for advising its customers and employees to comply with, any health and safety requirements applicable to the products delivered to the Buyer, both during and after delivery, and to ensure, so far as possible, that any persons coming into contact with such products avoid any frequent or prolonged exposure to the products or any spill or release thereof. Colonial shall not be responsible for any consequences arising from Buyer's failure to comply with such health and safety requirements or to properly instruct its customers and employees with respect to any health and safety requirements applicable to the products delivered to or for the benefit of the Buyer or any spill or release of product by or attributable to Buyer. Buyer shall indemnify, defend and hold Colonial harmless from and against any claims or liability brought against or incurred or sustained by Colonial as a result of Buyer or its customers or employees failing to comply with such health and safety requirements or any spill or release of product by or attributable to Buyer.

11. Environmental Protection. If any spill occurs while the product is being delivered to the Buyer, Buyer shall promptly take such action as is necessary to remove the spilled product and mitigate or remedy the effects of such spill. Without prejudice to the generality of the foregoing, Colonial is hereby authorized in its discretion at its option (but without requirement or obligation) to take such action and incur such expense (whether by employing its own resources or by contracting with third parties) as Colonial deems necessary or appropriate to remove the spilled product and to mitigate or remedy the effects of such spill. Buyer will cooperate with and render such assistance as is requested by Colonial in the course of any such action. All expense, claims, costs, losses,

damages, liability and penalties arising from spills shall be borne by the party that caused such spill, whether by act or omission. If both parties are at fault with respect to such spill, all expenses, claims, losses, damages, liability and penalties, shall be divided between the parties in accordance with their respective degree of fault. Buyer shall give Colonial all documents and other information concerning any spill or any program for the prevention thereof, that are required by Colonial, or which are required by law or regulation, which may be applicable at the time and place of delivery.

12. Limitation of Liability. Notice of any claim as to any defect with respect to any product (whether relating to quality, quantity or any other matter) must be made by Buyer in writing to Colonial within twenty (20) days after the earlier of delivery of the product to Buyer or Buyer's receipt of the product and must specify with reasonable particularity the defect in question and the basis therefore. IF NO SUCH WRITTEN CLAIM IS RECEIVED BY COLONIAL WITHIN TWENTY (20) DAYS AFTER THE EARLIER OF DELIVERY OF THE PRODUCT TO BUYER OR BUYER'S RECEIPT OF THE PRODUCT, ALL CLAIMS WITH RESPECT TO SUCH PRODUCT WILL BE DEEMED TO HAVE BEEN WAIVED. Further, any action to enforce any rights or obligations under this Agreement must be filed in court against the other party no later than twelve (12) months after the date on which the alleged breach of this Agreement occurred, and if not so timely filed, shall be waived. For purposes of this Agreement, unless otherwise provided for in this Agreement, the date of the completion of loading or discharging, as applicable, with all hoses disconnected, will be deemed the date of delivery. **COLONIAL'S LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT WITH RESPECT TO ANY PRODUCT IS AND SHALL BE LIMITED TO, IN EACH INSTANCE AS DETERMINED BY COLONIAL IN ITS DISCRETION, EITHER (I) COLONIAL'S REPLACEMENT OF THE DEFECTIVE PRODUCT IN QUESTION AND PAYMENT OR ASSUMPTION OF ANY COSTS DIRECTLY ASSOCIATED WITH ANY NECESSARY REMOVAL OF THE DEFECTIVE PRODUCT IN QUESTION, (II) COLONIAL'S PROVISION OF PRODUCT TO CURE OR MAKE-UP ANY SHORTAGE IN QUANTITY, OR (II) COLONIAL'S REFUND TO BUYER OF THE PURCHASE PRICE PAID BY BUYER FOR THE DEFECTIVE OR UN-DELIVERED PRODUCT IN QUESTION OR COLONIAL'S WAIVER OF ANY OBLIGATION OF THE BUYER TO PAY THE PURCHASE PRICE FOR THE DEFECTIVE OR UN-DELIVERED PRODUCT IN QUESTION WHICH HAS NOT YET BEEN PAID. NO CLAIM HEREUNDER FOR SHORTAGE IN QUANTITY MAY EXCEED BUYER'S PURCHASE PRICE HEREUNDER OF THE PRODUCT CLAIMED TO HAVE NOT BEEN DELIVERED. EXCEPT AS EXPRESSLY PROVIDED HEREIN TO THE CONTRARY, IN NO EVENT WILL COLONIAL BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOSS OF USE OF THE VESSEL, LOST CHARTER HIRE, COST OF CAPITAL, COST OF SUBSTITUTE VESSEL, DOCKAGE, VESSEL SHIFTING, DEMURRAGE OR DOWNTIME COSTS, OR WILL THE MAXIMUM AGGREGATE LIABILITY OF COLONIAL WITH RESPECT TO ANY PRODUCT IN QUESTION EXCEED BUYER'S PURCHASE PRICE PAID TO COLONIAL FOR SUCH PRODUCT PLUS THE LESSER OF TWENTY-FIVE PERCENT OF SUCH PURCHASE PRICE FOR SUCH PRODUCT AND ONE THOUSAND DOLLARS.** However, the limitations in this paragraph do not apply to such damages or claims as may be asserted by parties not a party to this Agreement against one or both of the parties to this Agreement or with respect to liability for acts of gross negligence or willful, intentional misconduct.

13. Plant Regulations. All employees of each party when on the property of the other will conform to the other party's rules and regulations concerning safety, routing procedures, product handling, vehicle parking and the like.

14. Compliance with Laws. During the performance of this Agreement, each party hereto agrees to comply with all applicable laws, rules, regulations, ordinances and requirements of federal, states and local governmental or regulatory bodies.

15. Dispute Resolution. Before instituting any legal actions (other than a petition for an injunction to preserve the status quo), the parties agree to attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations. If a controversy or claim should arise, the parties will discuss or meet at least once within fourteen (14) days of a request therefore and will attempt to resolve the matter. If no resolution results from such discussion or meeting, either party may then proceed with instituting a legal action.

16. Indemnification. The Buyer agrees to indemnify, defend and hold harmless Colonial from and against any liability, suit or claim for or relating to any and all losses, demands or claims arising from injuries, deaths or damages which occur after title to or possession of product is transferred or delivered to the Buyer and in connection with the transportation, use, release or handling of any product covered by or sold under this Agreement, whether deliveries are made to the Buyer, its assigns or nominees or otherwise.

17. General Provisions.

17.1 Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given. No waiver by either party of any breach by the other party of any of the covenants or conditions herein contained is a waiver of any succeeding breach of the same or any other covenants or conditions contained herein.

17.2 Assignments. No party may assign or transfer any of its rights or obligations under this Agreement to any other person without the prior written consent of the other party, which consent may not be unreasonably withheld, delayed or conditioned. Notwithstanding the preceding sentence, either party may assign its rights under this Agreement without consent, including the performance thereof, in whole or in part to (a) its parent corporation or any affiliate of such party; (b) the successor of all or of substantially all of its entire business and assets; or (c) an entity which either party may merge into or be consolidated into, provided that the other party is not prevented by any applicable law from doing business with the assignee, and that any such assignment does not release the assigning party of any of its obligations hereunder.

17.3 Captions. Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

17.4 Construction. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person include such person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) section references are to this Agreement unless otherwise specified; (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; and (ix) general or specific references to any law mean such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time.

17.5 Counterpart Facsimile Execution. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by e-mail, facsimile machine, telecopier or similar means is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. No party may raise the use of e-mail, a facsimile machine or telecopier or similar means of transmission, or the fact that any signature was transmitted through the use of e-mail, a facsimile or telecopier machine or similar means of transmission, as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

17.6 Counterparts. This Agreement, including but not limited to any writings setting forth any Special Provisions, may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

17.7 Entire Agreement. This Agreement, consisting of the Special Provisions and these General Conditions, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether oral or written.

17.8 Failure or Delay. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operate as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

17.9 Governing Law and Jurisdiction; Maritime Lien. This Agreement and the rights and obligations of the parties hereunder are to be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Georgia applicable to contracts made and to be performed wholly within Georgia, without regard to choice or conflict of laws rules. The parties agree that any dispute, claim, or cause of action between the parties arising out of this Agreement or to enforce this Agreement may be brought in any of the state or federal courts located in Chatham County, Georgia, each party agreement to the venue and jurisdiction of or in such courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not in any way apply to or govern this agreement. Sales made on credit are made on the credit of the Buyer as well as the receiving Vessel notwithstanding any seals, statements, declarations, endorsements or stamps to the contrary which shall have no effect or be binding upon Colonial. Buyer hereby acknowledges and agrees that Colonial shall have a maritime lien against the Vessel and her hull, engines, tackle, and other related property against which a maritime lien may attach to secure the purchase price of any marine fuels delivered to the Vessel by Colonial hereunder. Notwithstanding the above, Colonial may, at Colonial's sole discretion, elect to file suit in any jurisdiction in which the Vessel in question may be found for purposes of enforcing Colonial's maritime lien on or with respect to the Vessel for amounts owing for marine fuel and related products and/or services delivered by Colonial to or with respect to the Vessel, and once the Vessel has been arrested, such action, at Colonial's election and request in its discretion, shall be stayed and the subject proceedings shall thereafter be held and adjudicated in an appropriate Federal or State court selected by Colonial and sitting in Chatham County, Georgia.

17.10 Notices. All notices, invoices and other communications under this Agreement are deemed given on the date of the addressee's receipt thereof and may be given by hand delivery, overnight courier, U.S. Mail, letter, telegram, cable, telex, facsimile, e-mail or similar electronic transmission. Any notices sent to Colonial by hand delivery, overnight courier or mail shall be addressed to the following address:

Colonial Fuel and Lubricant Services, Inc. or Colonial Oil Industries, Inc.
Attention: President
101 North Lathrop Avenue

Savannah, Georgia 31415

17.11 Remedies Not Exclusive. Each and every right granted hereunder and the remedies provided for under this Agreement are cumulative and are not exclusive of any remedies or rights that may be available to any party at law, in equity or otherwise.

17.12 Successors and Assigns. Buyer shall not assign any of its rights and obligations with respect to any product or product delivery without Colonial's prior written consent. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective successors and assigns.

[End of the Marine General Conditions]