



Dynamic Fuels



Transcoma Shipping

We are one with infinite solutions

DYNAMIC FUELS, S.L. - Terms & Conditions

1. BUYER

1.1. By accepting this offer, the BUYER shall be considered: The Vessel Owner, The Beneficial Owner, The Master of the Vessel, The Ship Manager of the Vessel, The Operator of the Vessel, and/or The Charterer of the Vessel.

2. ORDER CONFIRMATION

2.1. The Bunker Fuel and/or Lubricants order shall be final and binding when the SELLER sends the Order Confirmation to the BUYER. Any errors, omissions, or amendments to the Order Confirmation shall be reported immediately by the BUYER to the SELLER.

3. PRICES

- 3.1. The offered prices are only valid for the agreed dates, quantities and port of supply. If actual delivery date is outside laycan, supplier has the right to change the prices.
- 3.2. Offered prices are for Duty Free products. In order to lift Duty Free products vessel must act within local Government and authority restrictions accordingly otherwise taxes and fees could be incurred.
- 3.3. If Duty Paid prices are required and/or requested, Dynamic Fuels cannot be claimed and will not be held responsible for any or possible refund or claim back from local Governments or Authorities. Dynamic fuels will not be held responsible for any possible recoverable amount.

4. QUANTITY

4.1. Quantity delivered shall be determined by supplier's gauges/ullages and shall be final and binding. BUYER has the right to have its representatives present during measurements.

5. QUALITY

5.1. Supply is made strictly according to local specifications and no guarantees are given in respect of quality of the product (unless clearly stated on specifications).

6. PORT & AGENTS

- 6.1. Local Agents to arrange & coordinate all berthing operations for in-port supply, as some physical characteristic restrictions apply to berth and/or berth access (ex-pipe option: Limited number of ex-pipe berth available).
- 6.2. Local Agents to advise if vessel shifting to another berth is required to receive bunkers and/or lubricants.
- 6.3. All in-port, anchorage & offshore supplies are made on a best endeavour basis only, always weather permitting. Subject to all clearances required. No claim for delays, or non-delivery will be accepted as supply is not guaranteed.

7. DELAYS & DEMURRAGE

- 7.1. Seller shall not be liable for demurrage or for any losses due to congestion. Vessel shall be supplied as promptly as circumstances permit.
- 7.2. Night/day, weekend & Public holiday deliveries will always be in the supplier's option and/or discretion.

8. CANCELLATION

8.1. Cancellation & overtime fees apply if incurred (Full or part volume apply), are for BUYER'S account.

9. PAYMENT

- 9.1. Payment must be received in full before or on due date and without any deductions. All bank charges are for BUYER'S account.
- 9.2. All costs borne by the SELLER in connection with the collection of overdue payments, whether made in or out of court and in general all costs in connection with breach of this agreement by the BUYER, shall be for the sole account of the BUYER.
- 9.3. The SELLER without prejudice to any other of its rights, automatically and without prior notice, shall charge interest on any overdue payment at the rate 4% per month prorata from the due date of the payment until the payment is received in the SELLER'S bank.

10. VESSEL ARREST

- 10.1. The BUYER shall be considered: The Vessel Owner, The Beneficial Owner, The Master of the Vessel, The Ship Manager of the Vessel, The Operator of the Vessel, and/or The Charterer of the Vessel.
- 10.2. The BUYER agrees that the SELLER shall have a maritime lien against the Vessel. SELLER may take action or procedure against the Vessel, and any other vessel or asset beneficially owned or controlled by the BUYER, for the amount due for the delivery of Bunker Fuel and/or Lubricants.

11. Other terms:

11.1. All terms and conditions relating to the quality, risk, sampling, mode, and time of delivery of the Products supplied hereunder shall be in accordance with the Physical Supplier's Terms and Conditions.