

**GENERAL TERMS AND CONDITIONS OF SALE
FOR GOODS AND SERVICES PROVIDED BY TOTOTHEO MARITIME**

These General Terms and Conditions of Sale (the "Terms and Conditions") apply to every sale of Goods and every provision of Services made by Tototheo Maritime Ltd, Tototheo Trading Ltd and/or any of their affiliates (hereinafter "the Seller") and override any other terms and/or conditions presented or invoked by any other party whatsoever, including the Buyer (as hereinafter defined).

1. Definitions

For the purposes of these Terms and Conditions:

- 1.1. "Buyer" means, jointly and severally, in any event the owner of the Vessel and (as the case may be) the master of the Vessel, her manager, her operator, her despondent owner, her charterer, her demise charterer and any other party which has contracted with the Seller for the particular supply of Goods and/or the provision of Services and is stated as a buyer in the Seller's written "Confirmation of Sale". The manager of a Vessel shall, unless otherwise advising the Seller in writing before the latter dispatches its "Confirmation of Sale", be deemed as acting for the owner of the Vessel.
- 1.2. "Confirmation of Supply" means the document that has been drafted by the Seller and has been dispatched to the Buyer following the conclusion of a contract, which contains all the specific agreements governing the sale of Goods and/or the provision of Services from the Seller to the Buyer. "Goods" means the equipment and/or any other merchandise which the Seller may provide to the Vessel.
- 1.3. "Delivery Receipts" means the delivery documents accompanying the delivery of Goods or Services, including but not limited to airway bill, service reports, various certificates or checklists etc.
- 1.4. "Proposal" means the document provided by the Seller to the Buyer, containing information about the Goods and Services to be supplied (including but not limited to prices, origin, delivery time etc.).
- 1.5. "Manufacturer" means the party that has manufactured the Goods supplied to the Vessel by the Seller.
- 1.6. "Services" means the services which the Seller may provide to the Vessel.
- 1.7. "Vessel" means the ship to which Goods are supplied or Services are provided.

2. Orders

- 2.1. The Seller's written Confirmation of Supply which has not been contested in writing by the Buyer before the delivery of the Goods and/or the provision of Services to the Vessel shall be conclusive evidence of the order for Goods/Services placed by the Buyer, the identity of the latter and the price and other details of delivery thereof.
- 2.2. The party (-ies) stated in the relevant Confirmation of Supply of the Seller as buyer(s) shall be deemed to be the Buyer of the respective Goods/Services on a joint and several bases.

3. Prices

- 3.1. Prices for Goods and Services are in Euro, unless otherwise stated and unless stated in writing to the contrary in the "Quotation" and/or Confirmation of Supply" the prices for Goods quoted are "ex works and unpacked" from the place of Manufacturer or supplier, excluding VAT, customs clearance duties, taxes and transportation/freight expenses.
- 3.2. Any additional expenses (the "Additional Expenses") incurred by the Seller when supplying the Goods and/or providing the Services shall be payable by the Buyer in addition to the prices specified in the Confirmation of Supply. The Additional Expenses include (without limitation):
 - 3.2.1. All packing, freight and related shipping and carrier charges; insurance; customs clearance; payment of any taxes and duties payable on the goods; warehousing and storage in transit; and any other costs incurred relating to the transportation of the Goods to their final destination;
 - 3.2.2. Any materials, cables and plinths; and all costs of installation or supervision of installation or servicing of the Goods.
- 3.3. Validity of quoted prices for Goods shall be in accordance with the Manufacturers' validity terms, and in any case shall not exceed thirty (30) days, unless otherwise stated in the Quotation.

4. Delivery, Passing of Risk

- 4.1. Manufacturer's standard terms of delivery vis-a-vis the time or mode of the delivery are applicable, as specified in the Confirmation of Supply.
- 4.2. Delivery of the Goods shall be made by the Seller who shall use the services of an independent carrier of its own choice for transportation to an address nominated by the Buyer, unless otherwise agreed between the Parties.
- 4.3. Any delivery dates provided are approximate and the Seller is not liable for any delay in delivery of the Goods, howsoever caused. Time of delivery is not of the essence.
- 4.4. If, in the case of ex works, the Seller at the request of the Buyer undertakes to dispatch the Goods to the destination, the risk will pass to the Buyer as soon as the Goods are handed over to the first carrier.
- 4.5. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions, within 3 days from the date at which the Seller advises the Buyer of the Goods' readiness for shipment, then:
 - 4.5.1. the Goods will be deemed to have been delivered and relevant invoice shall be issued to the Buyer; and

- 4.5.2. the Seller may store the Goods, at any place it shall deem fit, and delivery shall be deemed to have taken place. The Buyer shall pay the Seller for any expenses and costs with respect to and without limitation to, insurance, storage charges and all expenses resulting from such failure to take delivery of the Goods.
- 4.6. The Seller shall not be liable for any costs incurred for whatever reason after delivery of Goods is deemed to have taken place. Where Goods are sold inclusive of any or all of the freight, handling, port or insurance charges, any increases in, or in the rates for, such charges arising through deviation to a new port or airport necessarily or at the Buyer's request or through any delay whatsoever and howsoever caused shall be for the Buyer's account. Port surcharges and other incidental charges shall not be included in the freight rate and will be for the Buyer's account.
- 4.7. Import and customs duties or other official taxes or charges arising from the forwarding and/or delivery of the Goods shall be for the Buyer's account.
- 4.8. If at any time before delivery, the financial standing of the Buyer appears to the Seller to have become impaired or unsatisfactory, the Seller may require cash payment or security to be provided by the Buyer prior delivery, failing which the Seller may cancel the delivery without any liability on the part of the latter.

5. Invoices and Payment

- 5.1. Payment for the Goods and Services and any other expenses payable by the Buyer shall be made by the Buyer, if not otherwise agreed in written, as follows: fifty per cent (50%) prepayment, upon issuance of the relevant Confirmation of Supply, accompanied by the respective invoice and the remaining balance, including any Additional Expenses, when the Goods or Services are delivered and upon issuance of the corresponding invoice.
- 5.2. Invoices are issued in Euro or any other such currency as stated in the "Confirmation of Supply" by the Seller and VAT exemption will be required (if applicable).
- 5.3. If the Buyer fails to effect timely payment of the full amount of the Seller's invoice, the Seller shall be entitled to charge interest on the overdue amount at the rate of two per cent (2%) per month from the due date until the date of the full actual payment.
- 5.4. If at any time after delivery but before the due date of the invoice, the financial standing of the Buyer appears to the Seller to have become impaired or unsatisfactory, the Seller may require immediate full payment of all invoices due and/or not yet due or such security as it shall deem to be satisfactory.
- 5.5. In the event that the Buyer shall default in making any payment due, the Seller may suspend deliveries until such payment has been made, or the Seller may, in its discretion, elect to treat such default as a serious breach of the contract and thereupon terminate the contract in whole or in part without prejudice to any claim against the Buyer for damages. Such suspension or termination shall not relieve the Buyer of any obligation undertaken by virtue of a contract so terminated.
- 5.6. Where the Seller has extended any kind of credit to a group of companies, default by any one relevant Buyer in respect to any one invoice of the Seller shall give the right to the Seller to

cancel all credit arrangements of the entire group, whereupon sub-clauses 5.4 and 5.5 shall apply mutatis-mutandis.

- 5.7. All judicial and extrajudicial costs and expenses, including the extrajudicial costs, expenses and disbursements of Seller's lawyers, incurred in connection with non-payment or delayed payment or with any other breach by the Buyer of these Terms and Conditions, shall be for the Buyer's account, immediately payable by the latter to the Seller.
- 5.8. The Buyer or any other party is not entitled to place any markings on the Delivery Receipts as to non-liability on its part to pay for the Goods, unless such marking has been agreed in writing between the Seller and the Buyer in advance of the delivery. Any such marking placed without agreement shall have no validity or affect whatsoever; where such marking is placed before the completion of the delivery of the Goods the Seller has the right to withhold or interrupt the supply, with all relevant delay and related costs being for the account of the Buyer.
- 5.9. Any partial payment to be made by the Buyer as against one or more unpaid invoice(s) of the Seller shall be imputed as follows: firstly to the due expenses which are incurred as per sub-clause 5.8 above, secondly to the due interest which is incurred as per sub-clause 5.3 above and thirdly to the principal amount of the oldest due invoice.

6. Retention of Title

- 6.1. All Goods shall remain Seller's property until the Buyer has fully made all the payments for them to the Seller. Until such time the Buyer shall hold the Goods as bailee, store them in such a way so that they can be identified as Seller's property; they shall however remain on the Vessel at Buyer's sole risk and expense until such full payment and the Buyer shall insure them against all risks, the Seller having also the right to receive the relevant insurance proceeds directly from the insurers.
- 6.2. The Buyer's right to possess the Goods during such period shall cease if:
 - 6.2.1. the Buyer has not paid for the Goods in full by the expiry of any credit period agreed;
or
 - 6.2.2. the Buyer is declared bankrupt or makes any proposal to its creditors for reorganization or other voluntary arrangement or seeks such protection from any Court; or
 - 6.2.3. A receiver, administrator or liquidator is appointed in relation to the Buyer.
- 6.3. Upon the cessation of the right to possess the Goods, the Buyer shall at its own time and expense make the Goods available to the Seller allowing it to repossess same and remove them from the Vessel at a suitable place.

6.4. The retention of title shall not affect the passing of risk under clause 4.

7. Warranty

Manufacturer's standard warranty terms are applicable in accordance with the specifications agreed in the Confirmation of Supply. Warranty does not cover damage or defects for reasons other than normal wear and tear. This shall also apply to damage caused by improper operating procedures (other than clearly described in manufacturer's manuals), fire, water, theft, severe weather conditions, civil commotion, pillage, lighting, fluctuation of more than $\pm 10\%$ of ships' mains voltage' (or other level as described in manufacturer's manuals), or other external influences.

8. Liabilities

8.1. Without prejudice to any other provision in these Terms and Conditions.

8.2. Under no circumstances shall the Seller or its servants, subcontractors and/or agents be liable for any physical injury or damage.

8.3. The Seller shall not be liable for loss of profit or any consequential damages of the Buyer.

8.4. If despite sub-clause 8.2, by law the Seller is found liable for any delay caused to the Vessel, its liability shall be limited to the proven actual running costs of the Vessel for the period of any such delay (exclusive of any loan/finance servicing costs in relation to the Vessel and/or any other expenses not directly connected to the actual running of the Vessel).

8.5. Where any Goods are proven to be off-specifications to the extent of not being able to be used in the Vessel and the Seller is liable, the liability of the latter in respect of the value of the replacement product cannot exceed the price of the Goods replaced as invoiced by the Seller.

8.6. In addition to the Buyer's obligations to pay for the Goods and Services as provided in clause 5 hereof, and without prejudice to any other provisions in these Terms and Conditions, the Buyer shall be liable towards the Seller and shall keep the Seller fully indemnified in respect of all damages and/or losses and/or expenses incurred by the Seller as a result of any breach of contract, fault of the Buyer or its employees, officers, servants and/or agents; such liability/indemnity shall include, without limitation, any claims by third parties which may be brought against the Seller in respect thereof.

8.7. The Seller shall not be held responsible for any losses, resulting if the fulfilment of any terms or provisions hereof, shall be delayed or prevented, by compliance with any regulation or other government restriction or by compliance with any order or request of any government or other competent authority or party acting for such authority, or by any disorders, wars, acts of enemies, strikes, lockouts, fires, floods, acts of God, restraint of princes, perils of the sea, accidents of navigation, failure of or interference with supply from Seller's sources of supply, breakdown or injury to, or expropriation, confiscation, injury or breakdown of the facilities used for the production, transportation, handling or delivery of the Goods.

8.8. The Seller shall generally not be liable for any total or partial inability to supply any Goods or Services and/or for any delay, by reason of any cause which is not within the immediate control of the Seller.

9. Maritime Lien

The sale of Goods or Services to the Buyer and/or their acceptance on the Vessel affords to the Seller a maritime lien on the Vessel. In any event the law governing these provisions and/or any other applicable law shall not prejudice the right of the maritime lien of the Seller afforded either hereunder or by any other applicable law, be it of the place of delivery, of the flag of the Vessel, of the place of jurisdiction, and/or of an arrest of the Vessel, or otherwise howsoever.

10. Brokers and Agents

Unless a party involved specifically declares in writing to the Seller prior to the dispatch by the latter of its Confirmation of Supply, that it is acting as a broker or agent for another party (in such case clearly identifying its principal by way of name, capacity, address and contact numbers), such party shall be deemed to be a Buyer.

11. Assignment

The Buyer does not have the right to, at any time whatsoever; assign any of its rights and/or obligations hereunder or in relation to any delivery of Goods or Services, or to substitute the Vessel by another one. The Seller has the right to do so provided that the assignee shall be a professional and known supplier of the particular Goods or Services.

12. Miscellaneous

- 12.1. Any breach on the part of the Buyer shall give the right to the Seller (at its absolute sole discretion) to cancel the relevant contract for supply, without prejudice to all its other rights against the Buyer.
- 12.2. Failure by the Seller to exercise or enforce any rights shall not be construed as a waiver of such rights or in any way affect the validity of the contract.
- 12.3. The headings herein are only Indicative and do not limit the interpretation of these Terms and Conditions.

13. Law and Jurisdiction

13.1. These terms and conditions and the agreement governed by them shall be governed by the laws of the Republic of Cyprus.

13.2. All disputes and/or disagreements of any kind or description which may at any time during the supply of Goods or Services, arise between the Parties hereof and which concern and/or are related to the interpretation, the validity or any of them or by virtue of these Terms and Conditions, or in any other way or in any other matter which is connected or arises in whichever way in relation to the subject matter of these Terms and Conditions, shall be referred to arbitration before one arbitrator to be appointed by the Cyprus Arbitration & Mediation Centre within fifteen (15) days from the date in which a relevant notification shall be

sent by one party to the other for the appointment of an arbitrator with copy to the General Secretary of the Cyprus Arbitration & Mediation Centre. Such arbitration shall be carried out in accordance with the rules of arbitration as applied by the Cyprus Arbitration & Mediation Centre. The arbitration shall be conducted in English and its seat shall be Limassol, Cyprus.

13.3. Nothing in this clause shall preclude or prevent the Seller in the event of a breach of this agreement by the Buyer from taking any such actions for the purpose of securing and/or enforcing its rights hereunder, before any other Court or Tribunal of any other country or state, including (but without limitation) to enforce its maritime lien rights, arrest the Vessel, cause her sale by auction or Court Order, etc.