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REG. NO. 1142814707
G.S.T. REG. NO. 122859614RT

GENERAL TERMS AND CONDITIONS OF SALE

Except as otherwise expressly agreed to in writing every sale of marine petroleum products and any other product ("Marine Fuels") entered into between Reiter Petroleum Inc, and its respective branches and offices ("Seller") and the Buyer of such products, which includes and is not limited to the Vessel, Owner, Operator, Manager, Chief Engineer, Master, Agent and Charterers including the Bareboat Charterer, Voyage Charterer and Time Charterer of the receiving vessel ("Buyer") shall be subject to the following Terms and Conditions of Sale ("General Terms") of Reiter Petroleum Inc. and its respective branches and offices.

1) CHANGES

The following General Terms are subject to change at any time without advance notice by the issuance of revisions hereto and/or new editions of General Terms and all such changes shall be effective from the date stipulated by Reiter Petroleum Inc.

2) ACCEPTANCE

The contract of sale shall be concluded upon dispatch by the Seller to the Buyer of a written Confirmation ("Confirmation") by telex, fax, e mail or other writing form. The Confirmation shall be subject to the overriding General Terms therein set out which, shall, in every case, be deemed to include the present General Terms in addition to those in the said Confirmation. The Confirmation and the General Terms shall together constitute the complete and exclusive agreement governing the transaction in question ("Transaction"). No other prior agreements or understandings, whether verbal or written shall apply unless specifically referenced in the Confirmation. In the event of an inconsistency between the particular terms of the Confirmation and the General Terms, the Confirmation shall control for the purpose of that particular Transaction, with the exception of section regarding law and jurisdiction (subject to Clause 20), which can only be modified by a mutually signed writing between the Buyer and Seller.

3) DELIVERIES

a) Deliveries of Marine Fuels shall be made into Buyer's facilities or vessels in the manner specified in the Seller's Confirmation of the nomination.

b) The Buyer shall give to the Seller a firm nomination prior to the requested delivery date specifying the port, the name of the vessel, the vessel's agent (if applicable), approximate time of

tendering, requested place, time and method of delivery and grade(s) and quantity of Marine Fuel. Thereafter, the Buyer shall coordinate with the Seller or Seller's supplier the precise quantity required and the exact location and time at which delivery is required, or, where applicable, the nominated shore tank or barge from which the Buyer will take delivery.

c) The Buyer shall give the Seller's local representatives at the port of supply at least forty-eight (48) hours written notice of the scheduled time of delivery, excluding Sundays and Holidays.

d) Deliveries shall be made during normal working hours unless requested for other times and permitted by local and port regulations, in which event the Buyer shall bear all additional expenses in connection therewith. If government permission is required for deliveries hereunder it is a precondition to delivery that the Buyer shall obtain such permission.

e) The Buyer shall, at his risk and expense, procure clear and safe berth alongside vessel's receiving lines; arrange for necessary steam; make all connections and disconnections between delivery hose and the receiving vessel's intake pipe, barge or coastal tanker nominated on behalf of the Buyer; and render all other necessary assistance and provide sufficient tankage and equipment to receive promptly and safely all deliveries hereunder. The master of the barge may, in his discretion, refuse to make deliveries in adverse weather conditions or regards to maneuvering alongside the barge and/or making safe and proper connections.

f) The Seller shall use due diligence in the timely delivery of the Marine Fuels to the Buyer's vessels. However, unless specifically agreed in writing in the Seller's Confirmation, the Seller does not warrant the availability of barges or the timeliness of delivery. Any costs of delay to the Buyer's vessels as a result of late delivery, shall be borne by the Buyer, unless the Seller guaranteed timeliness of delivery in writing, in which case the Seller will reimburse the Buyer for extra port costs such as shifting pilotage and berthing. The Seller will not be liable for costs of ship's demurrage, off-charter hire or for indirect, special, incidental other consequential damages.

g) If acts or omissions of the the Buyer cause delays to the Seller's or its supplier's facilities, barges or trucks in effecting deliveries, the Buyer shall bear all costs and expenses directly or indirectly resulting there from including but not limited to any damages and demurrage. The Buyer shall bear any overtime and/or other additional expenses arising from late notice and/or amendment of the aforesaid delivery details. The Buyer shall also be liable for mooring, unmooring and port duties, if incurred, as well as any expenses incurred by the Seller resulting from the Buyer's failure to accept the full quantity of Marine Fuels ordered by the Buyer.

h) The Seller shall not in any circumstance be held liable for the breakdown of machinery and/or equipment, failure of the supplier or of the master of the barge to effect deliveries or due to congestion at the terminal or prior commitments of available barges.

i) If the actual delivery date is later than the contracted date stated in the Confirmation, the price may be subject to price fluctuations up to time of delivery, at the Seller's discretion. If the receiving vessel shall not have arrived within five (5) days after the expected date of arrival, the Seller shall have the right, at its sole discretion, to cancel the Transaction without prejudice to the any other rights the Seller may have.

j) The Seller shall be at liberty to make arrangements with other companies to supply the whole or any part of the Marine Fuels sold in each Transaction.

4) TITLE

Deliveries shall be deemed complete and title (subject to clause 10) and risk of loss shall pass to the Buyer when the Marine Fuels reach the physical supplier's end of delivery hose or pipeline connecting physical supplier's delivery facilities to the receiving vessel's receiving facilities or, in the event that the Buyer has arranged its own transportation, the receiving facilities of the barge or coastal tanker nominated by the Buyer. The Buyer shall be responsible for connection to the permanent intake of the receiving vessel, or the barge or coastal tanker nominated, and pumping shall be performed under the direction and responsibility of the Buyer. In the case of delivery in drums, deliveries shall be complete and title (subject to Clause 10) and risk of loss shall pass to the Buyer when the Marine fuel passes the vessel's rails.

5) QUALITY

a) The Buyer shall be solely responsible for specifying to the Seller the grade of Marine Fuel to be delivered to the vessel. The quality of each grade supplied (as selected by the Buyer) shall be the commercial grade offered generally at the place and time of delivery. All implied conditions and warranties including the guarantees or warranties, express or implied, of merchantability or fitness of the Marine Fuels for any particular purpose or otherwise, are expressly excluded and disclaimed.

b) With regards to the quality of the Marine Fuels supplied, a sample(s) shall be drawn at the time of pumping in accordance with the customary method at the port of supply. The sample(s) shall be conclusively deemed to be representative of the quality of the Marine Fuels supplied to the receiving vessel. In the event of a claim by the Buyer, the sample(s) shall be tested and analyzed by an independent surveyor whose results shall be conclusive and binding on both the Buyer and Seller. The independent surveyor shall be appointed by mutual agreement, and the surveyor's fee shall be shared equally by the Buyer and Seller. In the event that the Seller proposes an independent inspector and the Buyer takes no action to either accept the proposal or to suggest an alternative inspector, then Seller's choice of inspector shall be binding and any tests performed by such inspector's lab shall be similarly binding, regardless of whether or not the Buyer chooses to send a representative to such testing.

c) Samples taken by the Buyer shall be sealed and identified by signature of the Seller's or its supplier's representative.

d) Any samples drawn from the receiving vessel tanks shall not be valid as an indicator of the quality supplied.

6) QUANTITY

a) The quantity of the Marine Fuels shall be as agreed between the Buyer and Seller as per the Confirmation. Quantity shall be determined at the Seller's or Seller's supplier's option from the gauge or meter of the bunkering barge or tank truck effecting delivery of the shore tank in the case of delivery ex-wharf.

b) The Seller's determination of quantity shall be final and conclusive but the Buyer shall have the right to be represented at the measuring. Any challenge by the Buyer of the said measurements shall only be admissible if made to the Seller's representative and noted on the delivery receipt at the time of delivery and confirmed in writing to be received by the Seller within seven (7) days of delivery.

c) Notwithstanding the above, the Seller's obligation to supply such quantities shall be subject to availability of Marine Fuels from the Seller's source of supply at the time and place delivery is requested.

7) PRICE

The price to be paid for Marine Fuels sold in each Transaction shall be as agreed between the Buyer and Seller in the Confirmation. Unless otherwise specified, the prices quoted for each and every delivery, are:

a) for delivery ex-wharf, and shall represent only the purchase price of the Marine Fuels and are exclusive of taxes, barging, demurrage, duties, wharfage dues, fees including those imposed by governmental authorities and other charges of whatsoever nature leviable in respect of Marine Fuels which, if incurred, shall be for the Buyer's account;

b) if the price term is quoted as "delivered", then in addition to the purchase price of the Marine Fuels, the price shall include only the cost of transportation;

c) valid for only the delivery date stipulated in the Seller's Confirmation of the nomination, outside which the Seller shall have the right to amend the price or cancel supply;

d) subject to the Seller's reservation to cancel supply or amend the price if:
   I) the quantity required is either decreased or increased by more than 10%
   II) the quality or required specifications are changed.

8) DOCUMENTS

Unless otherwise stipulated in the Seller's Confirmation of the nomination:

a) If the Buyer requires delivery documents he shall make his requirements know at the time of nomination under Clause 3(b) whereupon the Seller will, without obligation, ask its supplier to arrange for the said documents to be passed to the Buyer's representative at the time of delivery.

b) The Seller shall invoice for deliveries of Marine Fuels and all other charges incurred by telex and/or telegraphic invoice and the same may be based on telegraphic, telex or other advice of the quantity delivered and of other charges incurred. The due date for payment shall, in all cases, run from the time of delivery of the Marine Fuels.

9) PAYMENT

a) Payment for each delivery, and of other charges payable, shall be made by the Buyer in U.S. Dollars without off-set or counterclaim strictly in accordance with the terms specified in the Seller's Confirmation of the nomination.

b) If for any reason whatsoever the quantity of Marine Fuels delivered is in excess of that contracted for, the Buyer shall retain and pay for the excess quantity at the contract price unless he shall, at the time of delivery, note on the delivery receipt that he declines to accept the excess quantity whereupon the Seller or its suppliers will, where reasonably practicable, receive back the said excess from the vessel's permanent connection.

c) The Buyer warrants that it has the consent of the Owner of the vessel to the deliveries contracted for. All sales are on the credit of the receiving vessel as well as on the Buyer's promise to pay.

The Seller shall have the right to place a lien on such vessel for all amounts including interest and costs which may be due.

d) The Seller shall be entitled to assert its lien or attachment in any country where it finds the vessel. Each Transaction shall be governed by the laws of the United States and the State of Maryland without reference to any conflict of laws rules. The laws of the United States shall apply with respect to the existence of a maritime lien, regardless of the courts in which the Seller institutes legal proceedings. The present U.S. choice of law clause is a term of the present General Terms which is enforceable and is to be given effect to under any law and court jurisdiction where the Seller may invoke it.

e) Payment shall be deemed to have been made on the value date confirmed by the Seller's bank in respect of payment.

f) The Buyer and the Seller are responsible for their respective banking charges.

g) Past amounts due shall accrue interest at a rate equal to the lesser of two percent (2.0%) per month, or the maximum rate permitted by applicable law. All amount more than 15 days past due shall incur an additional five percent (5%) administrative fee. All payments received from the Buyer after an invoice is overdue shall be applied to the interest, legal collections costs and administrative fees incurred before they will be applied to the principal amounts or subsequent delivery. The Buyer may not designate the application of funds to a newer invoice so long as there are any unpaid charges, interests and collections costs or administrative fess on a previous one. This shall not be construed, however, as preventing the Seller's option to choose application of funds in instances where there are more than one invoice past due at the same time. The Seller shall in such a case be entitled, at its sole discretion to specify the particular invoice to which any subsequent payment shall be applied.

h) Any waiver by the Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by the Seller of its rights to impose such charges on subsequent deliveries.

i) The Buyer agrees to pay, in addition to other charges contained herein, Local, Canadian and Foreign attorneys fees on a full indemnity basis for the Seller's collection and non-payment or underpayment as well as any other charges incurred by the Seller in such a collection, including but not limited to, the cost of bonds, fees, Local, Canadian, and Foreign attorneys fees associated with enforcing a maritime lien, attachment or other available right, whether in law, equity or otherwise.

j) All unpaid invoices from the Seller to the Buyer shall immediately be considered overdue, upon the occurrence of any of the following events: (i) any invoice of the Seller to the Buyer is seven (7) days overdue; (ii) any vessel owned and operated by the Buyer is arrested or attached by the Seller or a third party for unpaid debts; or (iii) there is a change in the financial circumstances or structural organization of the Buyer sufficient to cause the Seller to reasonably believe that its likelihood of receiving payment from the Buyer is jeopardized or that its security interest in any of the Buyer's owned and operated vessels is jeopardized.

k) The Seller reserves the right, in addition to all other rights and remedies available to it under applicable law, in equity, or otherwise, to suspend further deliveries of Marine Fuels, and demand payment of all outstanding balances due from the Buyer (including estimates of unbilled

sales), if the Buyer fails to make any payment as herein provided or otherwise defaults under the General Terms.

10) RETENTION OF TITLE

Notwithstanding that delivery has taken place, the Marine Fuels shall remain in the sole and absolute property of the Seller as legal and equitable owner until such time as the Buyer shall have paid to the Seller the agreed price together with all interest, costs and expenses which may have accrued due and together with the full price of any other fuel the subject of any other contract with the Seller. The Buyer acknowledges that it is in possession of the Marine Fuels solely as bailee for the Seller until such time as all foregoing sums have been paid to the Seller. The Buyer's right to possession of the Marine Fuel ceases if he does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding-up. The Seller may for the purpose of recovery of its Marine Fuels enter upon any premises or the vessel where they are stored or where they are reasonably thought to be stored and may re-possess the same. If Marine Fuels, the property of the Seller, are admixed or co-mingled with Marine Fuels, the property of the Buyer, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Seller. If Marine Fuels, the property of the Seller, are admixed or co-mingled with the Marine Fuels the property of any person other than the Buyer of the product, thereof shall become or shall be deemed to be owned in common with such other person(s).

11) CANCELLATION CLAUSE

If subsequent to the Confirmation, the Buyer cancels the order for any reason whatsoever, the Seller without prejudice to any other rights it may have, shall be entitled to impose cancellation fees in the amount of ten (10) percent of the total order amount, or a minimum fee of US$5,000.00.

12) CONTINGENCY

a) The Seller shall not be in breach of its obligations under any Transaction in the event that performance is prevented, delayed, or made substantially more expensive as a result of any one or more of the following contingencies, whether or not such contingency may have been foreseen or foreseeable at the time of contracting and regardless of whether such contingency is direct or indirect:

   (i) labor disturbances, whether involving the employees of the Seller, suppliers or otherwise and regardless of whether the disturbance could be settled by acceding to the demands of the labor group;

   (ii) compliance with a change, request or order of any governmental authority or agent;

   (iii) shortage in raw material, transportation, manufacturing, or Marine Fuels for the Seller's contemplated source of supply, not shown by the Buyer to be due to the Seller's lack of diligence; or

   (iv) any cause beyond the reasonable control of the Seller, whether or not foreseeable;

b) In the event that performance is prevented or delayed by such a contingency, the Seller may reduce deliveries in any manner as it may be determined in its sole discretion.

c) If performance is made substantially more expensive by such a contingency, the Seller shall have the option either to reduce or stop deliveries or to continue deliveries and increase prices in fair proportion to the increased cost of operation under such a contingency.

d) The Seller shall not be liable for demurrage or delay resulting from such a contingency.

e) Quantities not sold or purchased due the occurrence of such a contingency may be reduced or eliminated from the contractual amount at the discretion of the Seller.

f) Nothing in this provision shall be deemed to excuse the Buyer from its obligation to make payments for Marine Fuels received.

13) SAFETY AND ENVIRONMENTAL PROTECTION

a) It shall be the sole responsibility of the Buyer to comply with and advise its personnel, agents and /or customers to comply, both during and after delivery, with all the health and safety requirements applicable to the Marine Fuels and to ensure so far as possible that any user avoids without limitation any frequent or prolonged skin contact with the Marine Fuels. The Seller accepts no responsibility for any consequences arising from failure to comply with such health and safety requirements or arising from such contact. The Buyer shall protect, indemnify and hold the Seller harmless against any damages, expenses, claims or liability incurred as a result of the Buyer, or any user of the Marine Fuels, or its customers failing to comply with relevant health and safety requirements.

b) If a spill or discharge occurs before during or after bunkering of the Marine Fuel, the Buyer shall promptly take all such action as is reasonably necessary to remove the spilled Marine Fuel and mitigate the effect of such spill. If the Buyer fails to take all such steps as are reasonable, the Seller or its supplier is hereby authorized, at its option and at the expense of the Buyer, to take any steps and incur such expenses as are reasonably necessary in its judgment to remove the spilled Marine Fuel and/or to mitigate the effect of such spill. The Buyer shall cooperate with and render all such assistance as is required by the Seller or its supplier in the course of such action and, without prejudice to the generality of the foregoing, the Buyer shall supply the Seller with all documents and other information concerning the spill, or any programme for the prevention thereof, which are required by the Seller or its supplier of which may be required by law or regulation applicable at the time and placed of delivery hereunder.

c) All expenses, claims, loss, damages and/or penalties of whatsoever nature arising out of or in connection with a spill shall be borne by the Buyer unless the Buyer establishes (the burden of proof being on the Buyer) that the spill was caused directly and exclusively by the negligence of the Seller or its supplier.

d) The Buyer warrants that the receiving vessel is in compliance with all governmental trading and pollution regulations. The receiving vessel will not be moored at wharf or alongside to the marine loading facilities of the Seller unless free of all conditions, deficiencies or defects which might impose hazards in connection with the mooring, unmooring or bunkering of the receiving vessel.

14) TAXES AND ASSESSMENTS

a) The Buyer shall pay the Seller the amount of all excise, gross receipts, import, motor fuel, superfund and spill taxes, and all other federal, provincial, and local taxes, ("Taxes and Assessments") or the foreign equivalent as determined in the sole and absolute and unfettered discretion of the Seller of such Taxes and Assessments, however designated, other than taxes or income, paid or incurred by the Seller directly or indirectly with respect to the Marine Fuels and/or on the value thereof insofar as the same are not expressly included in the price quoted. Any additional, Taxes and Assessments incurred by the Seller arising from a Transaction and imposed by any governmental and/or any regulatory authority as a result of an audit, whether domestic and/or international, shall be borne solely by the Buyer.

b) The Buyer will present the Seller with any required documentation, including but not limited to registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date the Seller shall require, to satisfy the Seller's concern in connection with any of the above Taxes or Assessments. Further, the Buyer shall indemnify and hold the Seller harmless for any damages, claims, liability or expenses the Seller might incur due to the Buyer's failure to comply with this requirement.

15) INDEMNITY

The Buyer shall defend, indemnify and hold the Seller harmless with respect to any and all liability, loss, claims, expenses, or damage the Seller or its supplier may suffer or incur by reason of, or in any way connected with, the acts, omissions, fault or default of the Buyer or its agents in the purchase, receipt, use, storage, handling or transportation of the Marine Fuels in connection with each Transaction, except insofar as the Buyer shall establish (the burden of proof being upon the Buyer) that the said liability resulted exclusively from negligence of the Seller or its supplier.

16) CLAIMS

a) The Seller shall be discharged and released from all liability in respect of any claims the Buyer may have arising out of or in connection with the delivery of Marine Fuels (such as, but not limited to, price, quantity or quality) unless a claim has been received by the Seller in writing with all necessary particulars and supporting documents within seven (7) days from date of delivery in question. In no event shall the Seller be liable for consequential, indirect or special losses or special damages of any kind arising out of or in any way connected with the performance of or failure to perform the contract.

b) If the Buyer submits a claim against the Seller with respect to the quantity or quality of the Marine Fuels supplied, the Seller shall be entitled and the Buyer shall allow, in all circumstances, the Seller to board the vessel and investigate the vessel's records and to make copies of documents which the Seller may consider necessary for its investigations. Failure to allow boarding and/or to produce copies of documents shall constitute a waiver of the Buyer's claim.

c) It is the duty of the Buyer to take all reasonable actions to eliminate or minimize any damages or costs associated with any off-specification or suspected off-specification Marine Fuels. To this end the Buyer shall cooperate with the Seller in achieving the most cost effective solution. In any event, the Seller's liability hereunder for any claims, whether arising from quality, quantity, accident, delay, spill or other cause, shall not exceed the price of that portion of the Marine Fuels sold hereunder on which liability is asserted. Furthermore, no liability will borne by the Seller for (1) any demurrage or other vessel delay

or for indirect, special, incidental or consequential damages, including but not limited to, damages arising from the exercise of the Seller's right to suspend and or terminate delivery of the Marine Fuels, or (2) any acts or omissions of agents and/or subcontractors of the Seller, including, without limitation, fuel transporters or fueling agents.

17) FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the General Terms shall, except in relation to the Buyer's obligations to make payments under it, give rise to any claim against the party in question or be deemed a breach of the contract if such failure or omission arises from any cause reasonably beyond the control of that party including (without limitation) labor disputes, strikes, government intervention, wars, civil commotion, fire, flood, accident, storm or other act of God.

18) WAIVER OF IMMUNITIES

The Buyer expressly and irrevocably waives and agrees not to assert such a defense in any action or proceeding, which may be commenced or asserted against the Buyer or Buyer's revenues and/or assets in connection with a Transaction to the fullest extent permitted by applicable law, with respect to the Buyer and Buyer's revenues and/or assets (irrespective of their use or intended use) all immunity on the grounds of sovereign immunity or other similar grounds, where the Buyer is a state or government owned or controlled entity, whether in whole or in part or otherwise , which status would otherwise entitle the Buyer to assert or allege the defense of sovereign immunity in any claim against it from:

a) Suit;

b) Jurisdiction of any court;

c) Relief by injunction, order for specific performance or for recovery of property;

d) Attachment of Buyer's assets (whether before or after judgment) ; and

e) Execution or enforcement of any judgment to which Buyer or Buyer's revenues and/or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any proceedings.

19) ADDITIONAL PROVISIONS

a) No waiver of any of the provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver of any breach.

b) A failure or delay in exercising any right, power or privilege in respect of the General Terms or Confirmation will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any right power or privilege.

c) The Buyer shall not assign any right or delegate any rights and/or obligation arising under a Transaction without prior written consent of Seller. Notwithstanding any assignment by Buyer, the Buyer shall remain responsible for performance of all its obligations hereunder.

d) If any part of the General Terms is deemed invalid, all other conditions and provisions hereof shall remain in full force as if the invalid portion had never been part of the original Agreement.

e) The headings used herein are for convenience of reference only and are not the affect the construction or to be taken into consideration in interpreting the General Terms.

f) Neither the General Terms, nor any Confirmation, shall be altered or amended except by an instrument in writing signed by or on behalf of the Seller. The Seller may amend the General Terms from time to time without Notice to The Buyer. Any such amendments shall be effective and apply with respect to all Transactions for which a Confirmation is sent after the effective date of the altered or amended General Terms.

g) No ambiguity in any provision of the General Terms or any Confirmation shall be construed against any party by reason of the fact it was drafted by such a party or its counsel. Acceptance of, or acquiescence in, a course of performance rendered under the General Terms or any Confirmation shall not be relevant or admissible to determine the meaning of the General Terms or any Confirmation, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. The General Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, and legal representatives, and successors.

20) APPLICABLE LAW AND JURISDICTION

(Unless otherwise stipulated in the Seller's Confirmation of the nomination)

Subject to Clause 9 paragraph d) herein, which is a fundamental term of the present General Terms of sale

a) The present contract and its formation shall be construed in accordance with the law of the United States and the state of Maryland or at the sole option of the Seller in accordance with the law of the country in which the delivery (ies) is (are) made, without any reference to any conflict of law rules which may result in the application of the laws of another jurisdiction.

b) The laws of the United States shall apply with respect to the existence of a maritime lien, regardless of the country in which the Seller takes legal action.

c) The Seller shall be entitled to assert the rights of a lien or attachment of other rights, whether in law, in equity or otherwise, in any country where it finds the vessel.

d) Any dispute arising out of or in connection with the formation and construction of this contract or the contract itself, shall be submitted to the Courts of Canada, unless the Seller elects to have the dispute decided by the court having jurisdiction over the Buyer.

e) Any dispute concerning quantity and quality shall only be resolved in a court of competent jurisdiction in Canada.

f) Disputes over payment and collection may be resolved, at the Seller's option or in the courts of any jurisdiction where either the receiving vessel or an asset of the Buyer may be found.

g) Each of the parties hereby irrevocably submits to the jurisdiction of any such court, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum or its foreign equivalent to the maintenance of any action in any such court.

Issued Montreal, Quebec, Canada, January 2010

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