Manbir Waraich

From: Philip Silbereisen
Sent: Monday, March 16, 2015 10:46 AM
To: Navig8 Chemicals - Operations; Navig8Bulk - Ops
Cc: Integr8 USA Enquiries; Integr8 Fuels Archive
Subject: REVISED Bunker Confirmation for NAVE POLARIS @ Bolivar Roads - [Ref:A189736]
Attachments: Buyer Confirmation 18973.pdf

*Revised delivery location and ETA. As discussed, NuStar can accommodate delivery tomorrow.

We hereby confirm the following order:

Order No : 018973
Stem Date : 16 Mar 2015
Vessel : NAVE POLARIS (IMO: 9457749
Port : Bolivar Roads
Date Range : 18 Mar 2015 - 20 Mar 2015
[|A189736|]

Buyer : Navig8 Chemicals Pool Inc AND JOINTLY AND SEVERALLY
OWNERS/MANAGING OWNERS/OPERATORS/MANAGERS/
DISPONENT OWNERS/CHARTERERS.
MERE RECEIPT OF THIS CONFIRMATION SIGNIFIES
ACCEPTANCE OF RESPONSIBILITY FOR PAYMENT OF
OUR BUNKER INVOICE BY EACH AND ALL OF THEM.

Seller : Integr8 Fuels Inc
Physical Supplier : NuStar Energy LP

Payment Term: 30 Days

Grade	Spec	Min Qty	Max Qty	Price
LS MGO DMA (Max Sulphur: 0.1%)	ISO 8217 2010	170 MT	170 MT	USD $589 Per MTD
HSFO 380cst RMG (Max Sulphur: 3.5%)	ISO 8217 2010	500 MT	500 MT	USD $291.41 Per MT

Additional Information:
Eff 1 Feb 2014:
Barging: $13.25/mt, min $14,330
+24% surcharge
+ Harbor Fee $32 ($64 with MGO)

Please verify barge rates at time of nomination - old rates may apply:
Barging: $17.95/mt, min $19375
+ 24% Fuel Surcharge
+ Harbor Fee $30.40 ($60.80 with MGO)

MGO:
+ $0.0001/gallon LUST
+ $0.0019/gallon Fed Oil Spill Tax

Agent : TMA
Agent Contact : 1 713 817 0421 (Mobile) 1 713 222 0740 (Tel) tma@tma-usgulf.com (Email)

Payment:
Within 30 calendar days from the date of delivery in full by telegraphic transfer by 1200 hours GMT on the 30th calendar day from the date of delivery, or by the preceding day if the due date falls on a Saturday, Sunday or bank holiday, but with value date not later than the due date.

TIME BAR FOR QUALITY CLAIMS FOR THIS ORDER IS 15.00 DAYS.
AGENTS TO ENSURE SAMPLES COLLECTED PROMPTLY FROM THE VESSEL AND DESPATCHED BY COURIER ASAP PER OWNER'S/ MASTER'S INSTRUCTIONS.

Please note that Integr8 Fuels Inc. General Terms and Conditions (including the arbitration clause within those General Terms and Conditions) for the Navig8 Pools will apply to this contract, a copy which is available on request and can be obtained from any Integr8 Fuels Office.

Failure to request our General Terms and Conditions shall be taken as confirmation by the Buyer that it is aware of and accepts the general terms & conditions.

Kindly inform us immediately if there are any errors/omissions or changes to the above.

CANCELLATION OF STEM OR REDUCTION IN QUANTITY IS SUBJECT TO A PENALTY PRICE VALIDITY AS PER LOCAL SUPPLIER STANDARD CONDITIONS.

Any costs, expenses, damages, losses and liabilities incurred or suffered by the Company or Physical Supplier due to delays in supplying the Product ordered or cancellation of the same as a result of the failure of the vessel and/or vessel interests to comply with the application of the ISPS Code, including any measures required by any port facility or relevant authority, will be for the Customer's account. Without prejudice to the generality of the foregoing these costs, expenses, losses and liabilities include, but are not limited to, demurrage and cancellation costs.

IMPORTANT :

Please ensure that master/Agents are instructed to liaise closely with Supplier to arrange final quantities and timings for smooth delivery;

Bunkers are stemmed for the contracted delivery dates above. If a vessel requires bunkers during a time other than the date(s) specified above, such delivery will be on a 'best endeavor' basis. Integr8 Fuels will not be held liable or responsible for any delays, demurrage, or any other additional costs incurred as a result of a 'best endeavor' delivery;

Please ensure that master/vessel's entitled representative witnesses on the Supplier's delivery equipment the drawing by the Supplier of the representative samples of each of the fuels to be supplied and receives and retains a sealed and signed container of each of those samples and the soundings and measurements of quantities before and after delivery.

All supplies at anchorage are subject to suitable weather conditions.

BUNKER ONLY CALLS :

Please note that unless otherwise already notified, all "bunkers only" calls:

are on a "first come – first served "basis";

are subject to suitable weather conditions for safe ship to ship bunker transfer;

In case of offshore bunkering in international waters they are also by definition on a “best endeavor basis”.

The final decision on the supply program and suitability of sea and weather conditions rests solely with the Supplier, and no claims for delay/aborted bunkering will be accepted. Other local supply terms and conditions may apply in addition.

We thank you for this order.

Phil Silbereisen
Bunker Trader

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