

1. Definitions

Throughout the Annex to the Singapore Methanol Bunkering Contract 2025, except where the context otherwise requires, the following definitions shall be applied:

“Annex” means this Annex to the Singapore Methanol Bunkering Contract 2025.

“Bunker Tanker” means a vessel certified to carry the Products as cargo and is used to supply the Products to the Vessel.

“Buyer or Buyers” means the Party specified as such in the Contract to purchase, take delivery and pay for the Products.

“Contract” means the Singapore Methanol Bunkering Contract 2025, which is the agreement between the Parties for the supply of the Products, delivery details and any other additional terms and conditions that apply to the delivery of the Products.

“Delivery Period” means the Vessel’s ETA/delivery window as agreed in the Contract.

“EBDN” means Electronic Bunker Delivery Note, which is an electronic proprietary document issued by the Seller detailing the quality and quantity of the fuel delivered to the Vessel.

“MPA” means the Maritime and Port Authority of Singapore.

“Parties” means the Sellers and Buyers collectively.

“Party” means either the Sellers or Buyers.

“Products” means the Methanol fuel that shall be supplied to the Vessel.

“Seller or Sellers” means the Party specified as such in the Contract to sell and arrange delivery of the Products.

“SS-648” means SS 648:2024, which is the code of practice for bunker mass flow metering published by the Singapore Standards Council.

“TR-129” means the Technical Reference 129:2024 for Methanol Bunkering published by Enterprise Singapore.

“Vessel” means the vessel to receive the Products delivered by the Seller, as confirmed by the Contract.

2. Application of Singapore Standards

Notwithstanding anything herein to the contrary, the bunkering operation shall be subject to and shall follow the procedures prescribed by TR-129 and all applicable standards for bunkering of the Products including but not limited to measurement, sampling, and transfer procedures current as at the date of delivery of the Products.

3. Specifications/Grades/Quality

- (a) The Buyers shall have the sole responsibility for the nomination of the specifications and grades of Products fit for use by the Vessel.
- (b) The Sellers warrant that the Products shall be of a homogeneous and stable nature and in all respects comply with the latest edition of ISO Standard 6583 as well as with specifications and grades as may be otherwise agreed between the Parties in the Contract.
- (c) The Sellers shall provide, at the time of delivery, the certificate(s) on sustainability issued by a sustainability standard agreed between parties and recognised by the MPA and any relevant authorities.

4. Sampling

- (a) Sampling procedures shall comply with Annex A of Part 2 of TR-129, whether or not the Products are delivered by one or more Bunker Tankers.
- (b) For the avoidance of doubt, Parties understand that: -
 - (i) The Sellers' Cargo Officer shall invite the Chief Engineer of the Vessel and attending bunker surveyor(s) (if engaged) to witness the sampling of the Products.
 - (ii) Each sample shall be thoroughly mixed and carefully divided into a minimum of five (5) identical samples. Three samples are to be distributed to the Vessel (one to be retained, one for MARPOL and one for testing purposes), one sample to be retained by the Bunker Tanker, and one sample retained by the attending bunker surveyor(s) (if engaged, otherwise retained by Bunker Tanker).
 - (iii) The absence of the Buyers or their representatives shall not prejudice the validity of the samples taken.
 - (iv) All samples (except MARPOL samples) shall be kept for at least 90 days from the date of sampling or an extended period agreed upon by all Parties.
- (c) In the event that local bunkering rules and regulations apply mandatorily, these local bunkering rules and regulations shall take precedence over the provisions of Subclause 4(b) above.
- (d) The samples referred to in Subclause 4(b) above shall be securely sealed with a uniquely numbered tamper-proof seal and provided with labels showing the Vessel's name, identity of delivery facility, Products' name, delivery date and place and point of sampling and seal number. The sealing shall be witnessed by the Cargo Officer, Chief Engineer of the Vessel and attending bunker surveyor(s) (if engaged) and the sample labels shall be completed, signed by these same parties, and affixed to the respective sample bottles in the presence of all parties.

5. Delivery

- (a) The area in which delivery of the Products is to take place shall be subject to directives and such geographical demarcations as may be issued from time to time by the MPA.
- (b) The crew of the Vessel shall be adequately trained in methanol bunkering standards which shall be in accordance with standards as recommended in TR-129 as far as possible. This includes the establishment or adoption of appropriate protocols for methanol bunkering operations, as well as ensuring that all necessary equipment is in place and in proper working condition.
- (c) Nothing in this Clause shall be construed as a waiver of the protocols set out in TR-129 and/or as required by the implementing authority.

6. Bunkering Documentation

- (a) Such Documentation shall comply with Clause 7 of Part 2 of TR-129.
- (b) Before the commencement of delivery, the Sellers shall present to the Vessel a Bunker requisition form, in the format prescribed in Annex C of Part 2 of TR-129, for written acknowledgment. The Bunker requisition form shall be duly signed by both the Seller's Cargo Officer and Chief Engineer of the Vessel, as well as such attending bunker surveyor(s), if engaged.
- (c) Once the delivery is completed and quantities measured, an EBDN shall be sent by email by the Sellers' Cargo Officer to the Master or Chief Engineer of the Vessel, receiving on behalf of the Buyers. This

EBDN shall contain information which is warranted by the Sellers as per the template in Annex D of Part 2 of TR-129.

- (d) If in agreement, the Master or Chief Engineer of the Vessel shall acknowledge and return the signed acknowledgement by email to the Sellers, which will constitute acknowledgement only of the actual quantity as well as the approximate delivery temperature of the Products delivered (as per the Bunker requisition form).
- (e) Parties agree that no amendments to the EBDN shall be made after the EBDN has been signed by both Parties. If any dispute should arise between the parties in relation to the quantity or quality of the Products or its delivery, the Master or Chief Engineer of the Vessel shall on receipt of the EBDN issue a separate Note of Protest (in accordance with Annex T of Part 2 of SS-648) within either 14 days (for quantity disputes) or 30 days (for quality disputes) after bunker delivery. The Note of Protest shall be returned to the Sellers by email containing Buyers' reservations and/or remarks, receipt of which shall be acknowledged by email by the Sellers.

7. Claims

- (a) Quantity and Quality/Specifications
 - (i) Any and all disputes in relation to quantity, quality or specifications shall comply with Clause 8 of Part 2 of TR-129 save that the Parties are at liberty to agree to additional terms and conditions that do not contradict TR-129.
- (b) Dispute Resolution*
 - (i) Any dispute arising out of or in connection with this Contract and Annex, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration seated in Singapore at the Singapore Chamber of Maritime Arbitration in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration ("**SCMA Rules**") current at the commencement of the arbitration, which terms and rules are deemed to be incorporated by reference in this clause. This arbitration clause shall be governed by the laws of Singapore.

**Delete as required*

8. Compliance with Laws and Regulations

The Parties undertake that, in respect of all matters concerning the quantity, quality, and specification of the Products, they shall not do or permit to be done anything which may constitute a breach of, or result in non-compliance with, any applicable laws or regulations of Singapore, or of any jurisdiction in which the Vessel or the Sellers trade or take delivery of the Products under the Contract.

9. Pollution

- (a) The Parties are to comply with Clause 4, 5, 7 of Part 2 of TR-129.
- (b) The Parties shall comply with all applicable international, national, and local environmental laws, regulations, and standards in connection with the handling, transportation, and delivery of the Products.
- (c) The Buyer and Seller shall each be responsible for any pollution, contamination, or environmental damage including but not limited to spillage, escape, leakage, or discharges of the Products or any other substances that occurs while the Products are in their respective care, custody, and control.
- (d) Each Party shall take all reasonable precautions to prevent pollution or environmental damage arising from its operations under the Contract. In the event of spillage, escape, leakage, or discharge of the

Products or any other pollutant, Parties shall jointly and promptly take all necessary actions to contain, clean up, and mitigate the effects of such incident in accordance with all applicable laws and regulations.

- (e) The responsible Party shall immediately notify the other Party, the MPA and any relevant authorities of any pollution incident. Both Parties shall cooperate fully with each other and with MPA, as well as with any relevant governmental authorities in responding to any pollution incident.
- (f) The responsible Party shall indemnify, defend and hold harmless the other Party from and against any and all actions, demands, claims, expenses, damages, losses, liabilities, costs, suits and proceedings (including court costs and reasonable legal fees) made against or suffered by the other Party out of or in relation to any pollution or contamination caused or produced by the responsible Party.
- (g) Parties shall maintain and keep in force sufficient insurance coverage for pollution-related risks arising from the performance of its obligations under the Contract. Upon written request by the other Party, proof and conditions of such coverage shall be provided without undue delay, and, in any event, within (7) seven business days of the request.