

Singapore Bunkering Agreement (Ammonia) 2026

BOX:	DESCRIPTION:	PARTICULARS:
1	Date	Date of issue
2	SBA Number	
3	Sales Confirmation Number	Controlled number issued by the ammonia supplier's system
4	Buyer Name	Owner/Operator
5	Supplier Name	
6	Delivering Vessel/Terminal Name	
7	Vessel Name	Receiving vessel name
8	Vessel IMO Number	
9	Product Name	
10	Product Quality	Including Specs, Delivery Rate
11	Fuel Lifecycle Label (FLL)	Specs
	Warranted Greenhouse Gas Fuel Intensity GFI (Well-to-Tank)	gCO _{2e} /MJ
12	Actual GFI (Well-to-Tank) or if any other boundary is agreed to, please specify:	gCO _{2e} /MJ
13	Price (per MT)	Drop down list for currency type
14	Product Quantity	
15	Measurement method	
16	Delivery Terms	Radio buttons for Ex-Wharf, Ex-Barge, Ex-Terminal
17	Payment Terms	
18	Payment Due Date	DD MMM YY
19	Delivery Location	Port of Delivery / Location of Marine Fuel Delivery
20	Delivery Period	Estimated date of arrival to the Port of Delivery of the receiving vessel / estimated date when the vessel leaves the Port of Delivery
21	Jurisdiction	SCMA Arbitration
22	Governing Law	Singapore law
23	Notice in relation to arbitration	Notices and communications in relation to arbitration shall be deemed effective from the date/time the e-mail was sent to the addresses below: Party 1: [insert name] E-mail: [insert] Party 2: [insert name] E-mail: [insert]

IMPORTANT NOTICE:

The [Seller's General Terms and Conditions of Sale, if any (as current and in effect as of the Effective Date)], shall be incorporated and apply to this Singapore Bunkering Agreement (Ammonia) 2026 (the "Agreement").

In the event of any conflict or inconsistency between the provisions of the [Seller's General Terms and Conditions] and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Executed and signed by the duly authorised representative of each Party with effect from the Effective Date:

Sellers

Buyers

SBAA — Singapore Bunkering Agreement (Ammonia) 2026

1. DEFINITIONS

Unless the context otherwise requires, all terms defined below shall bear the same meaning throughout this Agreement:

- "Bunker Vessel"** means the bunker barge, tanker, tank truck or any vehicle certified to carry and deliver Marine Fuel to the Vessel.
- "Buyers"** means all parties, jointly and severally, named on the Agreement contracting to purchase, pay for and take delivery of the Marine Fuel.
- "BDN"** means the bunker delivery note (physical or electronic) recording details of delivery including Vessel identity, Sellers, location, date/time, quantity and description of Marine Fuel, and other information required by applicable law, TR XXX, port requirements or this Agreement.
- "Confirmed Delivery Time"** means the time agreed by the Sellers to commence delivery, provided in writing to the Buyers per Clause XX (Delivery).
- "Day"** means a calendar day (including Saturdays, Sundays and public holidays), unless otherwise stated.
- "Delivery Period"** means the delivery window as stated in Boxes X to X herein.
- "eBDN"** means an electronic bunker delivery note issued, transmitted, stored or verified through an electronic system approved by the relevant authority, port, registry or applicable regulatory framework.
- "Environmental Attributes"** means any GHG reduction benefit, sustainability characteristic, renewable or low-carbon attribute, certificate, credit, claim, *reporting right* or other environmental benefit associated with the production, supply, delivery or use of the Marine Fuel, including any attribute arising from the Fuel Lifecycle Label, PoS, GHG fuel intensity or recognised certification scheme.
- "EU Database / UDB"** means the European Union database for tracing renewable and low-carbon fuels and related sustainability information, including registration and transfer of relevant fuel batches.
- "FuelEU Maritime"** means Regulation (EU) 2023/1805 on the use of renewable and low-carbon fuels in maritime transport, as amended or replaced from time to time.
- "Fuel Lifecycle Label"** means a designation or certification issued by a recognised authority identifying lifecycle attributes of the Marine Fuel (feedstock origin, production pathway, GHG emissions across the lifecycle boundary) as set out in applicable certification schemes.
- "Greenhouse Gas Fuel Intensity"** means greenhouse gas emissions in gCO₂e/MJ, calculated on a well-to-tank basis (or agreed boundary) per applicable recognised certification methodology.
- "Licensed Bunker Supplier"** means a person or an entity in possession of a valid and in-force Ammonia fuel bunkering licence issued by the Maritime and Port Authority of Singapore.
- "Marine Fuel"** means the anhydrous ammonia supplied or to be supplied by the Sellers, as identified in Boxes [•] to [•], including agreed specifications relating to grade, quantity, Fuel Lifecycle Label, GHG Fuel Intensity and other sustainability or quality characteristics.
- "Notice of Actual Readiness"** means written notice given by the Vessel when ready in all respects to receive the Marine Fuel at the agreed delivery location within the Delivery Period.
- "Parties / Party"** means the Buyers and Sellers collectively / either the Buyers or the Sellers.
- "Proof of Sustainability (PoS)"** means valid documentary evidence issued under a recognised certification scheme confirming sustainability characteristics, production pathway, feedstock origin, chain of custody, GHG emissions data and other relevant environmental attributes of the Marine Fuel.
- "Recognised Certification Scheme"** means a voluntary or mandatory certification scheme, registry, standard or methodology recognised under applicable law or accepted by the relevant competent authority for verifying sustainability characteristics, GHG emissions intensity, chain of custody or environmental attributes of the Marine Fuel.
- "Required Delivery Commencement Time"** means the latest time by which the Sellers are required to commence delivery per Clause 2(e), 2(f) or 2(g), as applicable.
- "RFNBO"** means a renewable fuel of non-biological origin produced from renewable energy sources other than biomass, meeting applicable criteria under relevant EU legislation, recognised certification scheme or other applicable regulatory framework.
- "Sanctioned Party"** means any person designated by a Sanctions Authority or subject to Sanctions, including any person controlled 250% (directly or indirectly) by any such entity.
- "Sanctions"** means economic or financial sanction laws, regulations, trade embargoes or restrictive measures enacted, administered, implemented and/or enforced by any Sanction Authority.
- "Sanction Authority"** means without limitation: the UK, EU, UN or its Security Council, the USA, Singapore, or any other governmental authority with jurisdiction over the Parties.
- "Sellers"** means any Licensed Bunker Supplier, jointly and severally (if applicable), named on this Agreement contracting to sell and arrange delivery of the Marine Fuel to the Buyers.
- "Technical Reference"** means the relevant standards published by the Singapore Standards Council and Enterprise Singapore, as amended from time to time.
- "Vessel"** means the vessel nominated by the Buyers to receive the Marine Fuel.

2. DELIVERY

- (a) The Sellers shall deliver and the Buyers shall take delivery at all times of day at the port or place of delivery within the Delivery Period, subject to customary port practice.
- (b) The Buyers shall provide 72-hour and 48-hour approximate notices of the Vessel's arrival, plus a 24-hour definite notice specifying time and localising of delivery.
- (c) The Sellers shall confirm in writing the Confirmed Delivery Time or any other mutually agreed time.
- (d) The Vessel shall tender a Notice of Actual Readiness when ready in all respects (regulatory, operational and safety) to receive Marine Fuel at the agreed location within the Delivery Period.
- (e) If the Notice of Actual Readiness is tendered within X hours before or after the Confirmed Delivery Time, the Sellers shall commence delivery no later than X hours after such notice or at the Confirmed Delivery Time, whichever is later.
- (f) If outside the X-hour window, the Sellers shall commence delivery no later than Y hours after such notice or at the Confirmed Delivery Time, whichever is later.
- (g) Where no Confirmed Delivery Time has been agreed, the Sellers shall commence delivery no later than Z hours after the Notice of Actual Readiness.
- (h) The Sellers shall obtain all necessary certificates and/or permits required for delivery at the port or place of delivery.
- (i) The Buyers shall ensure the Vessel possesses all necessary permits, licenses and/or certificates.
- (j) Both Parties are jointly responsible for conducting bunkering operations safely and effectively in accordance with Part 3 of TR XXX.
- (k) Each Party shall ensure personnel under its control are suitably trained, competent and (where required) certified. Sellers are responsible for Bunker Vessel/terminal personnel; Buyers for the Vessel's master, officers and crew.
- (l) The Buyers shall notify the Sellers in writing of any special Vessel characteristics that may affect safe delivery of Marine Fuel.
- (m) The Sellers may refuse to commence or continue delivery where, in the Sellers' reasonable opinion, the Vessel's equipment or arrangements are incompatible with the Bunker Vessel/terminal, or where delivery cannot be conducted safely in accordance with applicable law, TR XXX or port requirements.

3. RISK & TITLE

- (a) Risk passes to the Buyers when the Marine Fuel passes the Bunker Vessel's flange to the Vessel's bunker manifold.
- (b) Title passes to the Buyers upon payment of all sums due to the Sellers under the Agreement.
- (c) The Sellers permit the Buyers (and subsequent buyers) to consume the Marine Fuel for propulsion, without prejudice to the Sellers' rights to payment and other remedies.

4. SPECIFICATIONS, GRADE, QUALITY, SUSTAINABILITY AND GREENHOUSE GAS FUEL INTENSITY

- (a) The Buyers shall nominate the specifications and grade of Marine Fuel fit for the Vessel's use and purposes.
- (b) The Sellers warrant the Marine Fuel shall comply with agreed specifications, TR XXX, applicable port requirements and any expressly agreed ammonia fuel standard.
- (c) The Sellers warrant that at delivery the Marine Fuel conforms to stated specifications, Fuel Lifecycle Label and GHG fuel intensity. Where sold as renewable/low-carbon/RFNBO/green ammonia, the Sellers shall provide valid certification, PoS and lifecycle GHG emissions data.
- (d) The Sellers shall provide such documentation within 30 days of delivery (or earlier if required). Where applicable and within the Sellers' control, the Sellers shall procure recording of the fuel batch in the EU Database or equivalent registry.

5. SAMPLING

- (a) Sampling shall not be carried out during bunkering unless it can be conducted safely using closed-loop sampling equipment and procedures in accordance with applicable port requirements.
- (b) Any sampling outside bunkering operations shall be carried out in closed-loop conditions by trained and certified personnel.
- (c) If sampling is agreed, it shall be drawn from the shore tank and submitted to an ISO/IEC 17025 accredited laboratory. The certificate of quality is evidence (not conclusive) of quality unless agreed to be representative.

6. INDEMNITY

- (a) Each Party shall indemnify the other from all claims, losses, damages, fines, penalties or expenses (including reasonable legal fees) arising from any act or omission of the indemnifying Party or its agents in connection with Marine Fuel delivery or bunkering operations.
- (b) Loss or damage from allision or collision between the Vessel, Bunker Vessel and/or terminal shall be addressed directly by the Buyers with the Bunker Vessel/terminal owners. To the extent permitted by applicable licenses, law and/or regulations, the Sellers shall have no liability for such damages.

7. REGULATORY PENALTY INDEMNITY

- (a) Where the Marine Fuel fails to meet warranted GHG fuel intensity, sustainability characteristics or certification requirements solely due to the Sellers' breach (including invalid, inaccurate or incomplete certification or emissions data), the Sellers shall indemnify the Buyers for penalties, compliance costs and reasonable expenses:
- (i) FuelEU Maritime penalties: to the extent applicable and directly caused by the Sellers' breach, IMO Remedial Units: cost of purchasing units from the IMO Net-Zero Fund — only if and when the relevant IMO regime enters into force.
- (ii) Additional EU ETS carbon allowance costs directly arising from incorrect emissions data supplied by the Sellers.

8. POLLUTION

- (a) Each Party must comply with all national and international trading, pollution, environmental and health and safety laws and regulations concerning the receipt and use of Marine Fuel.
- (b) Where mandatory under port law, the Sellers shall put in effect valid emergency contingency plans in accordance with Part 3 of TR XXX.
- (c) Bunkering shall be a 'Closed-Loop' operation. No Marine Fuel vapor shall be vented to the atmosphere. The Sellers must provide a functional vapor return line (subject to technical confirmation).
- (d) Safety operations shall adhere to MSC.1/Circ.1687 (Interim Guidelines for the Safety of Ships Using Ammonia as Fuel) and any specific local port requirements including TR XXX.
- (e) The Sellers shall be liable for any leakage, release, escape, spillage, overflow or venting of Marine Fuel occurring before the Marine Fuel passes the Bunker Vessel's flange, to the extent caused or contributed to by the Sellers, the Bunker Vessel, the terminal or their respective personnel.
- (f) Both Parties shall immediately cease bunkering operations in the event of any leakage and shall take all reasonably necessary actions to prevent further leakage, in accordance with applicable law and TR XXX.

- (g) The Party causing or contributing to any leakage or spill shall be responsible for all reasonable response, containment, clean-up, recovery, remediation, disposal, monitoring and authority costs.

- (h) Each Party shall indemnify the other for claims, losses, damages, expenses, penalties or liabilities incurred as a result of leakage caused or contributed to by that Party. Where leakage is caused by both Parties, each shall indemnify the other proportionally.

9. MANDATORY INSURANCE (TO BE VERIFIED)

- (a) The Sellers shall ensure Bunker Vessel owners are fully insured for all liability arising from possible leakage as required by the Maritime & Port Authority of Singapore and prevailing law, for no less than SGD 20,000,000.
- (b) If not obtained by the Bunker Vessel owners, the Sellers shall put in place such coverage at their own account. Evidence shall be made available to the Buyers upon written request.

10. CLAIMS

Quantity

- (a) Quantity shall be determined by the agreed measurement method (Boxes [•] to [•]) or, where none stated, per TR XXX (e.g. Coriolis mass flow meter, tank gauging, ultrasonic volumetric flow meter). Where measured by volume, agreed density and temperature correction shall apply.
- (b) Quantity disputes: the Buyers shall submit a written complaint or Note of Protest to the Sellers within 3 days of bunkering completion, simultaneously lodging copies with the Executive Director, Singapore Shipping Association and the implementing authority.
- (c) All quantity claims not complying with (b) shall be deemed waived.
- (d) Where the Buyers fail to accept the full quantity, the Sellers may claim additional expenses incurred, unless the Parties have agreed in writing to vary the quantity.
- (e) Where the Sellers fail to deliver the full quantity, the Buyers may claim additional expenses incurred, unless the Parties have agreed in writing to vary the quantity.

Quality / Specification

- (a) The Buyers must notify the Sellers in writing of any quality, grade and/or specification disputes without undue delay after becoming aware. Supporting details shall be included where reasonably practicable. Further evidence (lab analysis, test results, expert reports, operational evidence) may be provided as soon as reasonably practicable.
- (b) All quality claims not complying with (a) shall be deemed waived.
- (c) Where a quality dispute is raised, the Parties shall submit the relevant sample to an ISO/IEC 17025 accredited laboratory. Costs shall be borne by the Party whose position is not corroborated by the test results.

Delay

- (a) The Party suffering delay from the following circumstances may recover loss from the other Party: (i) Failure by Buyers/agents to present vessel arrival notices; (ii) Failure by Buyers to ensure the Vessel tenders Notice of Actual Readiness within X hours of the Confirmed Delivery Time; (iii) Failure by Buyers to ensure the Vessel receives Marine Fuel at the agreed rate and pressure (and if not agreed, a reasonable rate and pressure); (iv) Failure by Sellers to effect delivery at a reasonable rate and pressure; (v) Failure by Sellers to commence delivery within the Required Delivery Commencement Time.

Time Bar

- (a) All claims shall be extinguished unless proceedings have been commenced within 12 months of the Marine Fuel delivery date (or, where no delivery occurred, within 12 months of the date on which delivery should have commenced).

11. TERMINATION

- (a) Either Party may terminate this Agreement upon: (i) winding up, dissolution, liquidation or bankruptcy order against the other Party; (ii) appointment of a receiver, trustee or administrator over the other Party's assets; (iii) breach of the Sanctions Clause; (iv) breach of a material term; (v) failure to comply with applicable anti-corruption laws; (vi) force majeure preventing performance for more than XX consecutive months; and/or (vii) failure to pay any amount due within 30 days of written notice of such failure.
- (b) The terminating Party shall give written notice specifying the event and allow the other Party 30 days to remedy the default. If not rectified, termination may proceed with immediate effect by further notice.

12. SANCTIONS

- (a) Each Party represents and warrants that it is not a Sanctioned Party and is not transacting as agent, representative or nominee of any Sanctioned Party.
- (b) The Buyers warrant that the Vessel is not subject to any Sanctions at the time of execution.
- (c) The Sellers warrant that the Marine Fuel is not subject to Sanctions and has not been procured from or through a Sanctioned entity.
- (d) Where the Sellers have already delivered the Marine Fuel and Sanctions are subsequently imposed, the Buyers shall take all reasonable steps to procure necessary payment.
- (e) Breach entitles the non-breaching Party to terminate. The breaching Party shall indemnify the non-breaching Party against all resulting claims, losses, damages, costs and fines.

13. COMPLIANCE

- (a) Each Party represents and warrants that it shall comply, and shall procure compliance of its directors, employees and officers, with all applicable laws and regulations including safety, pollution prevention, anti-corruption and anti-money laundering laws.
- (b) Each Party shall exercise due diligence in appointing and supervising agents, contractors and sub-contractors to ensure compliance with (a).

14. ANTI-CORRUPTION

- (a) The Parties shall comply with all prevailing anti-corruption laws and regulations, including those of Singapore.
- (b) The Parties warrant that at execution (and continuing until full delivery and payment) they have not acted in contravention of any prevailing anti-corruption laws.
- (c) The Parties shall implement internal procedures to prevent corruption offences and shall maintain records and accounts of transactions.
- (d) Any Party failing to comply shall indemnify the other Party against all fines, penalties, liabilities, losses and costs (including dispute resolution and legal fees) arising from such non-compliance.
- (e) Either Party may terminate this Agreement (without incurring liability) upon discovery of the other Party's non-compliance, provided such right is exercised within 3 days of discovery.
- (f) Nothing in this Clause limits any other rights and/or remedies available at law.

15. FORCE MAJEURE

- (a) Force majeure events include: (i) Acts of God; (ii) Government requisition, control, intervention, requirement or interference; (iii) war, warfare operations, terrorism, sabotage or piracy; (iv) riots, civil commotion, blockades or embargoes; (v) epidemics and pandemics; (vi) earthquakes, landslides, floods, tsunamis or extraordinary weather; (vii) strikes, lockouts or industrial action (not limited to the invoking Party's employees); (viii) fire, accident or explosion (except where caused by invoking Party's negligence); (ix) any other similar cause beyond reasonable control.
- (b) Neither Party shall be in default and neither shall be liable for loss, damage or delay to the extent performance is prevented or hindered by any force majeure event at the port of delivery, provided such event was not reasonably foreseeable at the time of entering the Agreement and the invoking Party made all reasonable efforts to avoid, minimize or prevent its effect.
- (c) The Party seeking to invoke force majeure shall notify the other Party in writing within 3 days of the occurrence.

16. DRUGS & ALCOHOL POLICY

- (a) Each Party shall enforce a corporate drug and alcohol policy on board the Vessel and the Bunker Vessel.
- (b) Such policies shall be in accordance with the STCW Convention 1978 (as amended).

17. CONFIDENTIALITY

- (a) The terms of this Agreement are to be kept confidential and shall not be disclosed without prior written consent of all Parties, or unless required for enforcement, by law, or by an order of the Court of the Republic of Singapore, or to the Parties' accountants, auditors and/or legal advisors.
- (b) This Clause survives termination of this Agreement.

18. THIRD-PARTY RIGHTS

- (a) A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Agreement, except where that person has obtained written consent of all Parties.

19. PARTIAL VALIDITY

- (a) If any term or part of a term is found to be illegal, invalid or unenforceable by any competent authority, tribunal or court, the validity, legality and enforceability of the remaining terms shall not be affected and shall remain in full force and effect.

20. GOVERNING LAW

- (a) This Agreement shall be governed by the laws of the Republic of Singapore.

21. DISPUTE RESOLUTION

- (a) Any and all disputes arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration seated in Singapore in accordance with the SCMA Rules current at the commencement of the arbitration, which rules are deemed incorporated by reference.
- (b) Where the aggregate amount of claims and counterclaims is equal to or less than USD 300,000 (or such other sum as agreed), the arbitration shall be conducted under the SCMA Expedited Procedure unless the Parties explicitly agree otherwise.
- (c) This arbitration clause shall be governed by the laws of the Republic of Singapore.
- (d) Notices and communications in relation to arbitration shall be deemed effective from the date/time the e-mail was sent to the addressees below:
- Party 1: [Insert name] | E-mail: [insert]
- Party 2: [insert name] | E-mail: [insert]
- (e) Either Party may change and/or add to the above e-mail addresses by giving written notice to the other Party.
- (f) Nothing in this clause shall prevent service of notices by other effective means.

22. ENTIRE AGREEMENT

- (a) The Clauses set out in this Agreement constitute the entire agreement between the Parties in relation to the sale of Marine Fuel, superseding all previous commitments, representations, promises, understandings and warranties, whether oral or written. No amendments may be made unless agreed by both Parties in writing.