Fratelli Cosulich Sanction Compliance Policy

1. Seller represents and warrants not to be an entity sanctioned/listed by the UN, the EU or the USA (or owned 50% or more, also in the aggregate, by an entity/individual listed by the USA). Moreover, Seller represents and warrants to be fully compliant with all the applicable provisions on international restrictive measures currently in force.

Buyer certifies and warrants as follows:

1. Buyer and Buyer’s Vessel are not a specially designated national (SDN) or entity sanctioned by the United Nations or the European Union (“Sanctioned Persons”) or owned 50% or more or controlled by one or more Sanctioned Persons;
2. Buyer’s Vessel will comply with all economic sanctions laws, including the laws of the US, UN and EU;
3. Buyer’s Vessel is not carrying and will not carry any cargo in which any Sanctioned Person has an interest of any sort;
4. Buyer’s Vessel is not engaging and will not engage in any other transaction that could be subject to secondary sanctions under the laws of the US, UN or EU;
5. Whenever Seller’s performance would be in violation of or risk the imposition of sanctions under any US, UN or EU economic or trade sanctions laws, Seller may at its sole discretion not perform and any contractual provisions requiring such performance by Seller shall be null and void.
6. Buyer agrees to indemnify and hold harmless Seller in any case Buyer does not comply with the above clauses (2-6).

MARPOL ANNEX VI: Sulphur content as per statutory regulations. Bunker Receipts to contain information as specified in regulation 18. Supplier to provide the ship a material safety data sheet (MSDS) for each grade to be supplied, in accordance with Annex 1 and Annex 2 of SOLAS regulation VI/5-1 in effect from 1 July 2009.

Any overtime, demurrage, wharfage, cancellation fees, downgrades, taxes and/ or other local fees, if applicable, are for buyer's account unless otherwise agreed upon in advance.

Marine fuels will be supplied with the express recognition that the procurement is authorized by the owner of the vessel. All sales will be considered ratified by the owner, agent, ship's master and charterer. No disclaimer stamp of any type or form, will be accepted on the bunker delivery receipt, nor should any stamp be affixed, it will not alter, change or waive the seller's maritime lien against the vessel's ultimate responsibility for the debt incurred through this transaction. It is the responsibility of the buyer and/or the buyer's representative/ intermediary to inform vessel’s owner of this contract and the terms and conditions that apply to this sale. If we are not informed immediately, in writing, of owners rejection, the owner will be considered aware and in acceptance of our terms and conditions of this sale. This Sale is subject to Fratelli Cosulich S.p.A. Terms & Condition Edition October 2019 which are available upon request. Thank you for your support.