



Marine Fuels	GENERAL TERMS & CONDITIONS OF SALES FOR MARINE BUNKERS	2017 Edition
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1. AREA OF APPLICATION	
1.1	The General Conditions outlined below are applicable to all sales of Marine Fuels Products by Eni S.p.A. – Refining & Marketing to shipowners, (directly or through broker) charterers and traders.
1.2	Unless otherwise agreed in writing, Eni’s General Conditions are applicable to all Marine Fuels Products sold in Italy and abroad.
1.3	The present General Conditions cancel and replace all previous versions issued.
2. DEFINITIONS	
Unless the context otherwise requires, either words or expressions outlined below will take the meaning as follows:	
Buyer	The company that orders and buys Marine Fuels Products.
Agency	The Representative in port of the shipowner or charterer of the vessel to be supplied who is in charge for delivery coordination (place, date, time) and issuing the required documents.
Bad weather	Strong winds, contrary currents, tidal waves and/or adverse weatherconditions such as excessive heat, fog, rainfall, swells and/or any other event that make unsafe the refuelling operations and/or make difficult the berth.
Bunker confirmation	Document of acceptance for vessel nomination, as stated herebelow, sent by email by Seller to the Buyer according these General Conditions and that: <ul style="list-style-type: none"> • in case of spot sales, it makes reference both to the quantity and the quality of the Product/s as follows, economic conditions and the main clauses agreed by the Parties under negotiation; • for Term contracts signed by the Vendor and the Buyer and already agreed by the two Parties, it implements product sales as set out in the contract itself.
Contract	It provides the following documents: <ul style="list-style-type: none"> • in case of “spot” sales, reference is made to the Vessel nomination as follows, to the Bunker Confirmation, the present General Conditions and the attachments herein attached; • in case of contracts already agreed between the two parties: Term, Vessel Nomination, as follows, the Bunker Confirmation, the present General conditions and the attachments below.

ETA	Estimated time of arrival of the vessel for which the supply of Marine Fuels Products has been requested.
ETD	Estimated time of departure of the vessel for which the supply of Marine Fuels Products has been requested.
FOB	Acronym means <i>Free on Board</i> and referring to the product delivery in compliance with the Incoterms published by the ICC.
Delivery window	Time framework within which the ETA vessel order is considered valid.
Physical supply	Company producing and owning Marine fuels at a specific port.
Ex-works (FCA)	Delivery occurring by means of facilities provided by the customer for deliveries to his fiscal deposits or supplies arranged by the customer himself directly to the vessel.
F.O.B.	Delivery occurring by means of facilities provided by the supplier for vessel deliveries.
Incoterms	Official Rules set out by the International Chamber of Commerce (ICC) to interpret commercial terms, in the edition in force, and as from time to time, amended and supplemented.
Independent inspector	A third Party (either an individual or a company).
Independent laboratory	A third-party laboratory.
Vessel Appointment	Document confirming the Offer - as defined below – sent by the Customer to the Seller and including all data contained in the offer as well peculiar elements and technical information useful for the successful outcome of the supply.
BDN	Bunker Delivery Note is a document confirming the product delivery on board, prepared by the Seller and countersigned by the Ship's master or by an accredited representative in his stead.
Offer	The offer set by the Vendor and sent to the Buyer as a response to the quotation request.
Business hours	In accordance with port regulations or, without such rules, from 8.00 a.m. to 5.00 p.m.

Mooring	Quay, anchorage, submarine cable, single point of mooring or dock, off-shore buoy or any other place of loading and unloading as defined by the Buyer.
Party/ies	Buyer and/or Vendor.
Marine Fuels Products	Bunkers fuels - also referred to as the Product and/or the Bunker.
REACH Regulation	It is the Regulation (EC) No. 1907 of 2006 concerning chemicals and further amendments and additions.
Request for Quotation	<p>A request sent by the Buyer to the Vendor no sooner than 7 days and within 2 before the vessel ETA, including the following data:</p> <ul style="list-style-type: none"> • name of the vessel • IMO (if any) • ETA, ETD • delivery port • product type and quantity • any other information pertaining the supply procedures should the Parties fail in communicating, successful supply shall be at the Vendor's discretion. The Vendor is not forced to bring it to an end.
Vendor	Eni S.p.A. - Refining & Marketing
3. OBJECT	
3.1	<p>The present General Conditions are applicable to sales and purchases of Marine Fuels Products on the part of Eni S.p.A. - Refining & Marketing and any Buyers referred as to Article 1.1.</p> <p>The present General Conditions and the attached documents contain all the terms and details agreed by the Parties regarding the sale of Marine Fuels Products.</p>
3.2	The present General Conditions may be modified or integrated at any time, provided that notice is given by the Vendor to the Customer.
3.3	<p>The present General conditions have been delivered to the Buyers, or are available on the Internet website https://oilproducts.eni.com/en_GB/areas/marine/marine-fuels or have been given notice of as referred to in the Bunker Confirmation. Nonetheless, should any individual Buyer, for whatsoever reason, not have a copy of the present General conditions, he may apply for a hard copy addressing Ufficio Eni as referred to below in article 17.1.</p>

4. DELIVERY, TITLE AND RISKS	
4.1	In compliance with what has been stated in the Supply offer, the Marine products can be delivered by barge, tanker or pipe, where permitted.
4.2	As regards the deliveries by barge, in case of FOB sales, the risks pertaining to the Product and the title will be transferred to the Buyer when the Product crosses the connection flange between barge and vessel.
4.3	As regards the free on board deliveries, the title and the risks pertaining to the Product are transferred when the Product crosses the connection flange between the deposit and barge. Risks deriving from the connection and detachment of the hoses are Buyer risk.
4.4	As regards the deliveries by truck, the risk pertaining to the Product and the title will be transferred to the Buyer at destination (F.O.B.) when the Product crosses the connection flange tanker/vessel.
4.5	In case of F.O.B. deliveries, the title and the risks pertaining to the Product will be transferred when the Product crosses the connection flange between the deposit and the tanker when the tanker is being loaded in the deposit. Risks deriving from the connection and detachment of the hoses are at Buyer risk.
4.6	As far as the above delivery points are concerned, risks shall be transferred from the Vendor to the Buyer, who takes all risk for any losses or damages caused by the delivered product as for ex deterioration, evaporation, leaking or other risks pertaining to the product delivered.
4.7	All deliveries by barge, weather permitting, will be subject to the vessel priority, if existing, and to business hours of staff responsible for transport operations and possible limitations indicated by Port Authorities. In case of vessel arrival outside business hours, all additional costs will be borne by the Buyer.
4.8	The Vendor will not be responsible for any costs, losses or demurrage due to congestion at the terminal or lacking of safe berthing places as to Art. 6. Roadstead deliveries are subject to confirmation by the captain of the barge that weather conditions allow the delivery in accordance with the port regulation for roadstead fueling. Should it not be possible to deliver the Marine Product as a result of the decision of the barge captain, the Vendor is not responsible either for the missed or late delivery or any possible costs related.

5.OBLIGATIONS OF THE PARTIES

5.1	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none">a) Providing a safe mooring. Due to congestion at the terminal or mooring all costs will be borne by the Buyer.b) Paying all port costs and fees pertaining every single fuelling operation.c) Checking and guaranteeing that the vessel's tanks are clean and ready to receive the Product in compliance with current regulations and best practices. The Vendor shall not be held liable for any product alterations deriving from either the inaccurate cleaning of tanks or their unfitness to receive the product.d) Checking that any Bunker that may already be on board is compatible with the Bunker ordered from the Vendor. The Vendor is not responsible for any problems caused by the incompatibility of the two products.
	<ul style="list-style-type: none">e) Informing the Vendor of the exact time and place of the Bunker delivery, through the Agency. Failure of this communication by the Buyer will free the Vendor from any obligation to deliver the Product and the pertaining order will be considered cancelled.f) Receiving Bunker delivery without delay. The Buyer is responsible for guaranteeing that the Vendor is not liable for any eventual costs deriving from delay, among which there are, by way of example, demurrage charges, barge overtime shipping or tank overtime.g) Paying the cost of the bunker and the costs indicated in article 10.h) Should the vessel, for whatsoever reason, arrive more than three days after the ETA indicated in the Bunker Confirmation, the Vendor, at his only convenience, has to reimburse the Buyer for all costs and charges due to the late arrival of the vessel, it being understood that in such cases the Vendor is no longer obliged to deliver the Bunker.i) Paying all costs and reimbursing the Vendor of all expenses and charges arising from the Buyer's failure to comply with one or more obligations as provided for in paragraph 6.1.

5.2	<p>The Vendor is subject to:</p> <ul style="list-style-type: none"> a) Check that the Product to be delivered complies with the standards required. b) Deliver the Bunker to the Buyer in accordance with the terms agreed in the bunker confirmation. c) Deliver to the Buyer the quantity requested in conformity with paragraph 7.1.1, without prejudice, the determination of the agreed quantity is that indicated in paragraphs 7.1.3 and 7.1.4 d) Issue a formal invoice once the Bunker has been delivered.
5.3	<p>The Vendor hereby declares that the substances contained in the Product meet the standards set out in the REACH Regulation and, as appropriate, the Vendor hereby declares that substances have been duly registered either by the Vendor himself or by other similar upstream actors in the supply chain, i.e. these substances have been pre-registered as "phase-in" substances by the Vendor or other subjects or don't need to be registered. The registration numbers, where applicable, are described in the safety data sheets attached to the present Sale General Conditions.</p>
QUANTITY	
6.1	<p>The quantity bought and sold is that confirmed by the Vendor in the Bunker Confirmation.</p>
6.2	<p>In case the Buyer, caused by ship operational needs, requests a change of the quantity to be delivered after the Bunker Confirmation sent by the Vendor, the Vendor shall do his due diligence in order to satisfy the Buyer's request but he shall not be obliged in any way to deliver either a greater or lower quantity than that indicated in the Bunker Confirmation.</p>
6.3	<p>The quantity is that measured by customs authorities and subsequently stated in the document issued by the same authorities. This figure is binding for both Parties.</p>
6.4	<p>The Buyer has the right to be represented when the product quantity is measured at his own expense and after prior notification to the Vendor. Accordingly, he should inform the Vendor if he seeks to appoint an Independent Inspector or not.</p>
6.5	<p>If water is present in the bunker oil or in the in the intermediate bunker oil more than 0,5%, the Vendor will make the necessary adjustments and the volume invoiced will be consequently corrected.</p>

7. QUALITY	
7.1	<p>The Marine product type will be agreed and identified by the Parties in the Bunker Confirmation. In case of deliveries on Eni bases, the quality of the products shall be in compliance to ISO 8217/2012 regulations; if a product is delivered on non-Eni bases, the specific parameters will be those acknowledged by the Physical Supplier on each occasion. Eni guarantees that Marine Fuels Products comply with the above regulations at the moment of delivery.</p> <p>Data sheets are available on the website www.eni.com and namely on https://oilproducts.eni.com/it_IT/prodotti/carburanti-e-combustibili/bunker-fuels-marina. They shall be available in accordance with the Buyer's requirements.</p>
7.2	<p>Any other guarantee will be excluded. Namely, the Vendor will give no guarantee about the use of each product, both used on its own and combined with other products.</p>
7.3	<p>The Vendor shall not be held liable should the product not be available c/o its bases when applying for supplying. It may nonetheless provide the Buyer with the Product and quantity available at the moment.</p>
7.4	<p>According to the delivery methods and for the purpose of verifying the quality, three or four samples of the Bunker shall be taken as follows:</p> <ul style="list-style-type: none"> • one for the Vendor that shall be stored in the competent Eni deposit and put at disposal of an independent laboratory, in case of claim; • two for the supplying vessel and namely: the "SHIP sample" • the "MARPOL sample"; • one for the transport operator (in case of delivery by barge or by truck only).
	<p>Samples shall be taken as follows:</p> <ul style="list-style-type: none"> • Pipeline: connection flange between the pipeline and the vessel; • Barge: connection flange between the tanker and the vessel; • Truck: connection flange between the truck and the vessel. <p>No other samples shall be taken into account by the Vendor. All samples shall be sealed and labelled. Labels shall indicate the name of the vessel, the name of the product, the time and place of pumping. Samples shall countersigned by the Vendor or his representative and by the ship's master or his representative.</p>

8. PRICES	
The Prices will be set out by the Seller in the Bunker Confirmation sent to the Buyer.	
9. CHARGES	
Apart from the price of the Marine Fuels Products, the Buyer is liable for the payment of:	
<ul style="list-style-type: none"> a) Transportation cost depending on the delivery type; b) Any mooring and de-mooring costs, shipping agency fees, port charges and what is necessary for the delivery on board; c) Any taxes and/or duties in compliance with the reference regulations; d) Any supplementary costs incurred by the Seller for overtime payments regarding both to nightly deliveries on public holidays, weekend and/or for the barge demurrage and/or tanker demurrage; e) Charges incurred by the Seller in case of total or partial refusal of the Bunker on behalf of the Buyer. 	
10. INVOICING	
10.1	Invoices shall be sent by email only.
10.2	The Seller will issue an invoice based on the weight indicated on the customs/financial documentation.
10.3	The invoice will report the price of products and the following data: <ul style="list-style-type: none"> • product and quantity delivered; • tax treatment and customs situation, the delivery depot and delivery terms.
10.4	Delivery documents (BDN) shall be issued on request of the Buyer but the payment will not be affected by the receiving of the above documents on behalf of the Buyer himself.
11. PAYMENT	
11.1	Payment of the Marine Product delivered shall be made in the currency and manner envisaged in the bunker Confirmation.

11.2	In case of customers without credit line payment to the Vendor shall be made before delivery. As regards customers owing a credit line, the payment conditions shall be in line with the credit allowed by the Vendor; nonetheless, customers shall have to do everything to keep financial exposure within the credit limits.
11.3	Payment shall be made through bank credit transfer to the bank specified by the Vendor. Each bank fee will be borne by the Buyer.
11.4	<p>In the event of late payment the Vendor will reserve from applying to the Buyer the interests for this delay, in accordance with the regulations in force at the time of delivery.</p> <p>The Vendor may suspend the supply in the event of late payment. In case the payment expiry date falls on Saturday, payment will be made on the first working day before that day; if the payment expiry date falls on Sunday or Bank Holiday, payment will be made on the first working day after that date.</p>
11.5	The payment of the amount due to the vendor shall be made also in case of disputes that shall be solved separately.
11.6	At any time the vendor may request the Buyer to produce detailed and reliable information about his financial situation. The Buyer will strive to meet the demands of the Vendor as quickly as possible.
12. TAXES	
12.1	Taxes, duties and all other forms of governmental fees of any type or name (hereafter referred as to "taxes") directly or indirectly applicable to the Marine Fuels Products will be charged to the Buyer.
12.2	Should the Vendor pay any amount of tax at the expense of the Buyer, the Buyer must reimburse the amount on request.
13. INDEMNITY	
In accordance with provisions as referred to in article 5, the Buyer shall indemnify and hold Seller harmless against any consequences and/or responsibility deriving from the use of the Product by the Buyer after the Product has been delivered to the Buyer.	

14. UTILISATION OF THE MARINE FUEL OILS	
14.1	Without prejudice to the guarantee referred to in paragraph 13, the Buyer is obliged to guarantee that the Marine Fuels Products supplied by the Vendor to the Buyer will be used by the Buyer exclusively for the vessel to be refuelled.
15. BUYER'S REPRESENTATIVE	
15.1	Without prejudice to the Buyer's responsibilities as set out in these General Conditions, if the Contract is signed by a representative of the Buyer, whether declared or not, the representative will be responsible for the obligations undertaken by the Buyer in accordance with the Contract.
15.2	The Contract is applicable even when the product is not delivered directly by the Vendor but by third parties acting as agents or representatives of the Vendor.
16. CONTRACT MANAGEMENT, COMMUNICATIONS AND ADDRESS FOR SERVICE	
16.1	<p>The contract manager (hereinafter referred to as the "Contract Manager") is liable for managing relationships between the Parties, for the application of contractual conditions, the fulfilment of the contract, the management of possible complaints and disputes and as well as any proposals of amendments of the Contract itself.</p> <p>The Contract Manager is: Daniele D'Alessio – Marine Sales Manager.</p> <p>In case of change of the Contract Manager name, due notice shall be promptly notified.</p>
16.2	<p>Any communication relevant to the contract under the Contract Manager's responsibility as referred to in article 16.1. shall be in writing and sent to the aforementioned Contract Manager either by registered letter with return receipt, telefax or email. Namely, this shall be addressed to the following:</p> <p>Divisione Refining & Marketing – Via Laurentina, 449 – 00144 Rome (Italy)</p> <p>Daniele D'Alessio Telephone number +39 335 5991561 Fax Number: +39 06 59887549 Email address: daniele.dalessio@eni.com</p>

16.3	<p>Communications concerning operational/executive issues, and consequently different from the above referred to in article 16.1., may be addressed by email, telefax or by phone to:</p> <p>Renato Nucci Telephone number +39 335 7358422 Fax Number + 39 06 59887549 Email address: renato.nucci@eni.com</p>
16.4	<p>Any commercial communication concerning every single Contract shall be delivered or sent from/to the following email address: eni_marin@eni.com.</p> <p>Eni indicates an address for service for any communication concerning the Contract Manager, i.e. : Divisione Refining & Marketing – Via Laurentina, 449 – 00144 Rome (Italy)</p>
<p>17. HEALTH, SAFETY AND ENVIRONMENT</p>	
<p>The Parties shall undertake to move towards the goal of excellence with regard to occupational health, Safety and Environmental Protection. Within their responsibility, the parties undertake to comply with the current legislation on health, safety and carriage of dangerous goods.</p>	
17.1	<p>The Buyer is responsible for providing its employees, agents, sub-contractors and any other person who utilises or comes into contact with the Product supplied and covered by these General Conditions with the attached HSE information.</p> <p>The Buyer must ensure that any recommendation about the use of that Product contained in the HSE information is implemented by the persons referred as above.</p> <p>With reference to Products covered by these General Conditions, since the risks and title are transferred in his legal area, the Buyer must ensure that all the obligations, conditions or recommendations concerning health, safety and environment relating to the Product are respected in accordance with the law, regulations, provisions or rules in force or in application anywhere the Buyer or persons who work on behalf of the Buyer utilise or come into contact with the Product.</p>

17.2	<p>The Buyer shall indemnify the Vendor from any responsibility, damage, claims or loss directly deriving from or relating to any non-compliance or infringement of any nature committed by the Buyer in compliance with the obligations set out in this article.</p> <p>The observance on the part of the Buyer of the recommendations contained in the HSE information will not kept the Buyer exempted from the obligation to comply with any other obligation or recommendation relating to the Product in accordance with any law, regulations, provision or rule in any place, country, state or jurisdiction nor from any responsibility deriving from the non-compliance with these obligations and recommendations.</p> <p>The Vendor will not be responsible under no circumstances for any eventual losses, damages or injuries deriving from dangers inherent in the nature of the Product itself.</p> <p>The Vendor reserves the right, but without this leading to the acceptance of any form of responsibility or obligation, to cancel, terminate or suspend the supply of the Product in case of violation by the Buyer, by action or omission, as required by this clause or when the Vendor has no reason to consider that the actions, activities, operations or operational systems implemented by the Buyer or on behalf of himself relating to the Product are or could be harmful to health, safety and/or protection of the environment as laid down locally.</p>
18. ENVIRONMENTAL MANAGEMENT	
18.1	<p>Each Party shall ensure that it carries out its activities in compliance with all environmental legislation throughout the lifetime of the Contract.</p> <p>Each Party shall directly and exclusively respond to any environmental effects caused by or deriving from pollution and/or accidents for which the Party itself is held responsible for any failure to comply with the obligations laid down in this Contract, supporting the relevant costs and keeping the other Party free from any liability, demands or requests derived by anyone.</p>
19. CLAIMS	

Any claim whatsoever deriving from or relating to quantity shall be notified by the Buyer to the Vendor immediately after the product is delivered to the vessel indicated by the Buyer, in accordance with the following operational working methods:

- A written reservation signed by the Captain on the Bunker delivery receipt(BDR) giving the alleged differences on the quantity loaded.A formal letter of claim to the Vendor shall be sent in due course.

Any claim deriving from or relating to quality delivered shall be notified by the Buyer to the Vendor within 8 days after the delivery of the Product to the above vessel, in accordance with the following operational methods:

- Formal notice shall be given by the Buyer to the Vendor that suggests and sets out the claim together with the request to conduct an inspection under contradictory comprehensive of analytical results on the "Vessel Sample" clearly underlining the allegedly products out-of-specification;
- The sample, made available by the Vendor, shall be analyzed under contradictory in an accredited Independent Laboratory agreed by both Parties. The results of these analysis shall remain unaltered and be binding for both parties.
- No claims, concerning quality or product defects if based on lack of features not detailed in the data sheet for the product quality or not guaranteed by the Vendor, shall be taken into account.
- The Buyer undertakes to reduce losses or damages which might derive from failure or product defects. Therefore the Buyer shall take any measure liable to soften any loss and/or damage derived from failure or defects as referred to in the previous paragraph. The Vendor declines any responsibility caused by failure on the part of the Buyer of its own obligation to mitigate the detrimental consequences of defects or non-compliance of contract provisions.

20. FORCE MAJEURE

20.1

The Vendor and the Buyer are not responsible for the delay or inadequate execution of the delivery when this execution is affected by force majeure either totally or partly; in this case it means any event beyond the reasonable control of the Parties including, among which with no claim to exhaustiveness, natural disasters, wars (whether declared or not), civil unrest, earthquakes, breakdown or suspension of production, manufacturing, sales and delivery structures, strikes involving the Vendor's employees and/or the Buyer's employees, a lack of raw materials and/or transportation, exceptional weather conditions and the closure or limited operation of power plants and/or reception facilities.

20.2	If one of these accidental events should impede or delay the execution of the contract by one of the Parties, the other Party shall promptly inform the other Party indicating the approximate event duration and shall exercise due diligence in order to cancel or minimize the consequences of this event.
20.3	If the Contract is impeded or delayed for more than 5 days, the Parties may jointly assess if the Contract is to be considered terminated or renegotiated.
20.4	The Parties have no obligation to recover subsequently quantities not sold or not purchased as a result of such an accidental event.
21. CANCELLATION OF THE BUNKER CONFIRMATION	
21.1	After being confirmed by the Vendor, the cancellation of the Vessel Nomination by the Buyer is allowed in case of force majeure not linked to the Buyer's willingness.
21.2	Should the vessel moor anyway in the port as defined in the Vessel nomination being the object of cancellation, the Vendor reserves the right to charge the Buyer 3 euros/MT.
22. EXCESSIVE CHARGES OCCURRED	
22.1	The Parties agree that events could occur that are not foreseeable at the time of the Contract signature and are not attributable to either Party that would make the Contract excessively onerous for one of the Parties.
22.2	In the case provided for in paragraph 21.1, the Parties will pursue the due diligence to reach an agreement on the measures to adopt with reference to this extraordinary overcharging. In the event of no possibility to eliminate the cause, the Party affected by this overcharging can cancel the Contract in accordance with articles 1467 and subsequent articles of the Civil Code.
23. CONCILIATION	
23.1	The Parties agree to come to a friendly solution regarding any eventual dispute arising from or connected to the Contract not referring to the quantity and/or quality of the delivered Product, which is already regulated by paragraph 19, 90 days after the dispute has arisen.

23.2	With reference to the contents of paragraph 22.1, the complainant shall inform the other Party about the reason of his claim within 15 days after the claim has arisen and has to make an appointment for meeting with the representative of the other Party.
23.3	Within 15 days after the communication has made, referred as to in the previous paragraph, the Party who receives the claim must either accept or refuse the claim and, if refused, appoint a representative.
23.4	The representatives of the two Parties shall meet within 40 days after the claim has arisen and shall use due diligence to settle it, and in any case, informing the other Party about the results after 20 days the meeting has held.
24. TERMINATION OF THE CONTRACT	
24.1	The Contract may be terminated as referred to in article 1456 of the Italian Civil Code when one Party is subject to failure or any other insolvency proceedings.
24.2	<p>Termination shall nonetheless occur without prejudice of the other ordinary protection rights and/or any claim for damages to which one of the two Parties can have the right to compensation for damages either according to the Contract or under the Italian law.</p> <p>This contract shall not affect the rights and obligations of the Parties already existing at the time of resolution.</p>
25. TRANSFER OF THE CONTRACT	
25.1	The Contract may not be transferred from one of the two Parties to a third Party without the written consent of the other Party.
25.2	The transfer of the Contract from the Vendor to one of its subsidiaries is admitted without the Buyer's consent and shall be valid after a written notice by the Vendor to the Buyer.

26. MUTUAL DATA EXCHANGE	
26.1	<p>As referred to in article 4 of Legislative Decree No. 196 of 2003, in accordance with the above and conforming to the principles of confidentiality related to the activities of the two Parties, they recognize that data may be gathered, recorded, arranged, stored, processed and any other transaction mentioned in article 4 of the above regulation.</p> <p>The Parties recognize themselves as independent owners for processing data within their area of responsibility. These data shall be treated for implementing the targets of this Contract exclusively and during the terms of the contract.</p>
26.2	<p>Confidentiality obligations shall continue to be binding even after the Contract termination, regardless of its cause. Data treatment may occur through hard or computerized instruments, whose access is constantly monitored.</p> <p>Processed data and information may be circulated to third parties in the context of the same goals set out in this Contract.</p>
26.3	<p>As referred to in article 7 of the Legislative Decree No. 196 of 2003, each Party has the right to receive, anytime, confirmation of their data, data patterns and the aims of the treatment.</p> <p>The two Parties equally have the right to obtain the updating, amendment or integration of the data. It is also stated that both Parties may oppose, at any time and by legitimate reasons, to the data treatment that concerns them and obtain the deletion of data, if necessary processed in breach of the law.</p>
26.4	<p>Account taken of the above it is intended as report and consent, where necessary, related to articles 13 and 24 of Legislative Decree No. 196 of 2003.</p>
27. APPLICABLE LAWS AND PLACE OF JURISDICTION	
27.1	<p>Unless otherwise agreed in writing, the Contract, its interpretations, execution and application of itself shall be governed by the Italian law.</p>
27.2	<p>The place of jurisdiction is Rome.</p>

28. ADMINISTRATIVE RESPONSIBILITY CLAUSE

The Buyer declares to be fully aware of the Italian laws and regulations currently in force relating regarding the "administrative responsibility" of legal persons and, in particular, about the provisions of Legislative Decree no. 231 dated June 8 2001 and further amendments and additions. In relation to this, the Buyer declares to have read and be fully aware of:

- a) the "Principles of Model 231", which also includes Eni Code of Ethics. This Code has been developed according to the legislation in force concerning the administrative malpractices of the legal person resulting from a crime committed by administrators, officials and other staff;
- b) "Anti-corruption Management System Guideline" by Eni;
- c) Eni Guidelines on the Protection and Promotion of Human Rights. Documents as referred to in the above (a), (b), (c) are available on a dedicated section of the Internet website www.eni.com so that the Buyer, at anytime, could request the delivery of a hard copy of the above documents.

29. OTHER TERMS AND CONDITIONS

29.1

Should assumptions occur which are not regulated by the present Contract, the Incoterms version in force at the time of the Bunker Confirmation shall be applied.

In case of conflict between what expected by the provisions of the contract and the Incoterms, the latter will prevail.

29.2

Should there be any conflict between the contents of the Bunker Confirmation and these General Conditions, the Bunker Confirmation will prevail.

The same occurs in case of conflict between the Bunker Confirmation and the Term.

30. ANNEXES

- HSE Information
- Principles of Model 231

The Buyer declares to have read and be fully aware of the above General Conditions and, pursuant to articles 1341 and 1342 of the Italian Civil Code, declares to have expressly and specifically approved the following clauses of the General Conditions:

- Art. 4 - delivery, title and risks
- Art. 5.1 - Obligations of the Buyer
- Art. 6 - Quantity
- Art. 7 - Quality
- Art. 9 - Charges
- Art. 11 - Payment
- Art. 17 - Health, safety and environment
- Art. 19 - Claims
- Art. 29 - Force majeure
- Art. 21 - Cancellation of the bunker confirmation
- Art. 22 - Overcharging occurred
- Art. 27.2 - Exclusive court agreement