

DECLARATION

(For VAT exemption according to Article 14, paragraph f of the Portuguese VAT code)

I, _____, captain of the M/V _____, owned by _____, require the services of the ECO-OIL slop reception facility in order to discharge slops and washing waters.

I also declare that this vessel operates in the international traffic.

HARBOUR: Setúbal, Portugal

Phone Number (For Emergency):

DATE:

SHIPMASTER

(Signature & Stamp)

(Please see General Terms & Conditions overleaf)



GENERAL TERMS & CONDITIONS

Código: Mod.002/04 FORM

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Article 1

- 1.The following terms and conditions apply to gas freeing, slops receiving and/or other work as may be agreed between the Customer and ECO-OIL.
- 2.The word Customer as used hereinafter covers not only the Ship Owner and/or its Agent and/or Charterers but also the Captain of the ship and/or any person authorized to act on the Ship Owner's behalf.
- 3.The word Facility as used hereinafter means the ECO-OIL's slops reception facility at Setúbal harbour.
- 4.The word Delivery as used hereinafter means connecting the discharge hose, receiving the slops and washing waters in the shore tanks and disconnecting the discharge hose.

Article 2

- 1.An order is not bidding upon ECO-OIL until it has been confirmed in writing by ECO-OIL.
- 2.If Delivery is to be carried out in such a way as to comply rules passed or adapted by Public Authorities or Classification Societies the time of Delivery and the price agreed upon are calculated according to such rules in force at the time of the confirmation of the order. If the rules are changed, provisions of the 4th paragraph of Article 11 shall apply accordingly.
- 3.The ship is to be brought to and removed from the Facility by the Customer without any expense to ECO-OIL. All mooring and unmooring operations of the ship shall be at the Customer's account and risk.

Article 3

- 1.When placing the order regarding Delivery to be carried out by ECO-OIL, the Customer is deemed to be aware of the characteristics of the Facility. No complains shall be accepted from the Customer in connection with the inadequacy or insufficiency of all or parts of the Facility for Delivery to be carried out.

Article 4

- 1.If a fixed period for Delivery as been agreed upon, this period shall be counted from the actual arrival of the ship at the Facility or after the day agreed for the arrival of the ship at the Facility, whichever is later, provided the Customer has fulfilled all the obligations prior to the beginning of the operations at the Facility.
- 2.If no fixed period for Delivery has been agreed upon, Delivery shall be carried out during the Facility's normal working hours, without unnecessary delay and having in regard other engagements already entered into ECO-OIL.
- 3.Should the Customer during the course of Delivery fail to meet any of his obligations under the contract, Eco-Oil shall be entitled to suspend Delivery until the obligation is fulfilled, without this in any way affecting the Eco-Oil claim against the Customer for any loss or damage. In such case the period agreed upon for completion of Delivery shall be extended accordingly.
- 4.If during the progress of Delivery the parties agree on modifications or additional work, the date of Delivery shall be extended accordingly.
- 5.ECO-OIL shall have no responsibility if Delivery is impeded or delayed due to force majeure. Force majeure means any event beyond the reasonable control of ECO-OIL and that impedes the progress of Delivery.
- 6.In case of majeure ECO-OIL is entitled to claim a postponement of the date of Delivery for as many days as necessary to remedy the consequences of that force majeure.
- 7.The right to claim a postponement of the date of Delivery exists even if the force majeure occurs after the date agreed for Delivery.

Article 5

- Any obligation undertaken by ECO-OIL to carry out Delivery at a certain date or within a certain period is subject to the restriction that ECO-OIL may be obliged to give priority to other ships by Port regulations.

Article 6

- work agreed between the parties that is to be carried out by ECO-OIL or under its responsibility may be performed by other persons, including the ship's crew, without previous written authorization from ECO-OIL.
- 2.ECO-OIL shall not be responsible for accidents of any kind, damages and losses whether sustained by the ship, its accessories, cargo, crew or visitors caused by persons without the authorization referred in the last paragraph or who have not acted under ECO-OIL supervision.

Article 7

- 1.Shall the Customer require the assistance of ECO-OIL personnel and/or equipment for any operations on board, this assistance shall be for the Customer sole account and risk. ECO-OIL does not, in any case, warrant the adequacy of such equipment for those operations.
- 2.The Customer shall be liable for any damage sustained by the ship, its accessories, cargo or crew as well as the Facility, its personnel or third parties, during the assistance mentioned in this Article.

Article 8

- All materials and residues remaining in the Facility as a result of cleaning and related work shall become the property of ECO-OIL without compensation.

Article 9

- 1.During execution of Delivery, the ship its equipment and fittings as well as everything to the Customer or the ship's crew remain at the risk of the Customer, who must arrange for the care and insurance of the ship, equipment and fittings.
- 2.The Customer undertakes to comply with the Facility Safety Regulations.
- 3.The Customer shall be solely responsible for any loss or damage resulting from the disregard by the Customer or the ship crew of the mentioned regulations.

Article 10

- The Customer shall indemnify and hold ECO-OIL harmless from any liability for environmental pollution attributable to the ship except when proved to have been caused by ECO-OIL personnel sole negligence.

Article 11

- 1.Unless a certain price has been agreed, the work performed as per invoice according to the usual practice of ECO-OIL.
- 2.If a certain price has been agreed upon, any additional work not included in the Customer's order shall be invoiced in accordance with ECO-OIL practice.
- 3.Any alteration, which might involve a reduction of the work, will only entitle the Customer to a reduction in price only when agreed between the parties.
- 4.If due to reasons for which ECO-OIL is not responsible, the performance of the contract becomes impossible or is otherwise impeded, the Customer shall pay the amount corresponding to the work done.

Article 12

- 1.ECO-OIL is entitled to receive full payment against presentation of the invoice, after Delivery.
- 2.ECO-OIL is entitled to retain the ship in its possession until payment has been made according to the agreed conditions or until a bank guarantee issued by a bank accepted by ECO-OIL has been provided by the Customer.
- 3.Should any dispute arise regarding the amount payable, the Customer shall have the right to demand delivery of the ship against the payment of the amount on which the parties agree and against a bank guarantee issued by a bank accepted by ECO-OIL or any other equivalent security for the part in dispute, which shall be released when the dispute is settled.
- 4.Any counterclaims from the Customer, which are not accepted by ECO-OIL shall not entitle the Customer to withhold payment due for any part of ECO-OIL's claim.
- 5.If payment is not made on the agreed date, the Customer shall pay an interest rate 4% above the discount rate of the Bank of Portugal.

Article 13

- 1.Any ECO-OIL liability, contractual or extra-contractual, for damage or loss, which may be sustained by the ship or other person not belonging to ECO-OIL personnel is limited to USD 300 000.
- 2.If the work performed by ECO-OIL is not in accordance with the agreement and the Customer has given notice in due time, there will be no further liability, except that ECO-OIL shall take the necessary measures to correct the deficiencies without charge.

Article 14

- 1.Any complaint concerning delayed Delivery must be made in writing at latest at the time of unmooring the ship.
- 2.Any complain in respect of deficiencies in workmanship must be made in writing immediately after they are detected but not later than the time of unmooring the ship.
- 3.When the Customer has not complained prior to departure of the ship from the Facility, ECO-OIL shall be discharged from all liability for any deficiencies.

Article 15

- 1.All contracts governed by the General Terms & Conditions shall be construed and relations between parties determined in accordance with the Portuguese law.
- 2.A Board of Arbitrators shall decide any dispute arising from contracts governed by these General Terms & Conditions, according to the Portuguese law.
- 3.The Arbitration will be held in Lisbon and the decision of the Arbitrators will be final and without appeal.



Sede/Head-Office: Parque Empresarial do Barreiro, Rua 13, nº 30-A, 2830-571 Barreiro - PORTUGAL; Tel./phone: +351 212 499 350

Instalação/Facilities: Estrada Nacional EN 10-4 (Estrada da Mitrena), Km 19, 2910-738 Setúbal - PORTUGAL; Tel./phone: +351 265 729 670

Email: eco-oil@eco-oil.pt,

Site: www.eco-oil.pt

Capital Social: 50 880 euros - NIPC: 505 039 001 - Matr. C. R. Comercial do Barreiro