WHALE MARITIME

General Terms and Conditions of Sale

Ship Supply, Provisions and Marine Services

Version November 2026

These General Terms and Conditions of Sale (the "Conditions") apply to all supplies of Products and Services by the companies of the Whale Maritime Group listed in Schedule 1. Please read in particular clause 3 (liability of Owner and Vessel), clause 6 (payment), clause 9 (claims and time bars), clause 15 (limitation of liability), clause 20 (maritime lien) and clause 25 (law and arbitration).

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following terms have the meanings set out below:

"Seller" means the Whale Maritime company named as seller in the Order Confirmation, quotation or invoice, being one of the companies listed in Schedule 1 (together the "Whale Maritime Group"). Each Contract is made only with the Whale Maritime company so named, and no other member of the Whale Maritime Group is a party to it or liable under it.

"Buyer" means the party named in the Order Confirmation as buyer and/or the party ordering the Products or Services, together with the Owner, the Vessel, its operators, managers, charterers and any party requesting the supply, all of whom are jointly and severally liable as Buyer.

"Owner" means the registered owner, bareboat or demise charterer, disponent owner, manager and/or operator of the Vessel.

"Vessel" means the vessel, rig, unit or installation named in the Order Confirmation or to which the Products or Services are delivered or rendered.

"Products" means all goods supplied by the Seller, including technical stores, deck, engine and cabin stores, spare parts, safety materials, marine chemicals, fresh, frozen and dry provisions, bonded stores, lubricants in packages and any other goods.

"Services" means all services rendered by the Seller, including ship agency and husbandry, repair and technical services, hold cleaning, spares in transit, logistics, customs clearance, warehousing and launch or boat services.

"Order Confirmation" means the Seller's written confirmation (including by e-mail or through an e-procurement platform such as ShipServ) of the Buyer's order.

"Contract" means each agreement for the supply of Products and/or Services, consisting of the Order Confirmation and these Conditions. Each delivery is a separate Contract.

"Physical Supplier" means any manufacturer, supplier, subcontractor, launch or boat operator, carrier or agent used by the Seller to perform the Contract.

"Sanctions" means any economic, financial or trade sanctions, embargoes or export controls of the United Nations, the European Union, the United Kingdom, the United States of America, or of any country in which the Seller or the Buyer is incorporated or operates.

"Payment Interference" means any event (including Sanctions, freezing, rejection or delay of payments by any bank) that prevents or delays payment to the Seller in the agreed currency or manner.

1.2 Headings are for convenience only. "Including" means including without limitation. "In writing" includes e-mail and messages sent through an e-procurement platform.

2. SCOPE AND PRECEDENCE

2.1 These Conditions apply to and form part of every quotation, Order Confirmation and Contract for the supply of Products and/or Services by the Seller. By placing an order, accepting delivery or receiving the Services, the Buyer accepts these Conditions.

2.2 Any terms and conditions of the Buyer, including terms printed on or referred to in purchase orders, e-procurement platform orders (for example ShipServ), requisitions, delivery note stamps or vessel stamps, are expressly excluded and shall have no effect, even if the Seller does not object to them or performs the order.

2.3 No variation of or deviation from these Conditions is binding unless agreed in writing, expressly referring to this clause 2.3, and signed or confirmed by a director or managing director of the Seller. Sales staff, traders and operators have no authority to agree such variations.

2.4 If there is any conflict, the specific terms of the Order Confirmation prevail over these Conditions, and these Conditions prevail over any other document.

2.5 If any provision is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision shall be replaced by a valid provision that comes closest to its intended effect.

2.6 Failure or delay by the Seller in exercising any right is not a waiver of that right.

2.7 The Contract is the entire agreement between the parties. The Buyer confirms that it has not relied on any statement, representation or promise not set out in the Contract.

3. LIABILITY FOR PAYMENT – BUYER, OWNER AND VESSEL

3.1 All orders are deemed placed by the Buyer for the account of the Owner and on the credit of the Vessel. Where the order is placed by a manager, operator, charterer, agent or broker, that party warrants that it has authority from the Owner to order the Products and Services as necessaries for the Vessel, and is itself jointly and severally liable with the Owner for payment.

3.2 The signature and/or stamp of the master, chief engineer, chief cook, any officer or the ship's agent on a delivery note or service report is conclusive evidence of delivery and acceptance on behalf of the Owner and the Vessel. The Seller is not obliged to verify the authority of the person signing.

3.3 Any "no lien" clause, stamp or endorsement placed on a delivery note, order or other document, or any notice that the Vessel's charterer has no authority to bind the Vessel, has no effect against the Seller unless the Seller has expressly accepted it in writing under clause 2.3 before the Contract was made.

3.4 A party ordering as agent for a disclosed principal must state the full name and address of the principal before the Order Confirmation is issued. Otherwise that party is liable as principal.

3.5 Brokers and intermediaries named by the Seller act only as the Seller's agents for passing on orders and do not become parties to the Contract.

4. QUOTATIONS, ORDERS AND ORDER CONFIRMATION

4.1 Quotations are an invitation to order and are not binding offers. Unless otherwise stated, quotations are valid for seven (7) days and are subject to availability at the time of the order. Prices for provisions are subject to market prices on the day of purchase.

4.2 A Contract is concluded when the Seller issues the Order Confirmation. If no Order Confirmation is issued, a Contract is concluded on delivery of the Products or start of the Services, on these Conditions.

4.3 The Seller may supply products of equivalent quality and function (including non-original or "equivalent" spare parts) where the order does not expressly require genuine/OEM parts, and may substitute brands, pack sizes or origin of provisions with products of comparable quality. The Buyer may reject a substitution only if it notifies the Seller before delivery.

4.4 The Buyer is solely responsible for the accuracy of its order, including IMPA or ISSA codes, part numbers, drawings, maker, model, serial numbers, specifications and quantities, and for ensuring that the Products are suitable and compatible for their intended use on board. Descriptions, images, drawings and technical data provided by the Seller are approximate and are not a warranty.

4.5 Orders below USD 500 (or equivalent) may be subject to a small-order surcharge as stated in the quotation.

4.6 The Buyer must check the Order Confirmation on receipt and notify the Seller of any error immediately and in any event before delivery. Otherwise the Order Confirmation is binding.

5. PRICES, CHARGES AND TAXES

5.1 Prices are as stated in the Order Confirmation, in the currency stated there. If no price has been agreed, the Seller's price list or prevailing price at the time of delivery applies.

5.2 Unless expressly included in the Order Confirmation, the following costs ("Additional Charges") are for the Buyer's account and will be invoiced at cost plus the Seller's handling fee: launch, boat, crane, barge or truck hire; port, terminal, pilotage, security, gate and permit fees; agency fees; customs clearance, duties, excise and import taxes; freight, courier, airfreight and dangerous-goods surcharges; overtime, weekend, holiday and out-of-hours work; waiting time; and storage. Costs invoiced to the Seller by a Physical Supplier or authority are presumed correct unless the Buyer proves otherwise.

5.3 Prices exclude VAT, sales tax, GST and any other taxes, which are for the Buyer's account in addition to the price.

5.4 Where Products are supplied tax- or duty-free as ship's stores or in transit, the Buyer warrants that the Vessel qualifies for that treatment and will provide all documents required (including stamped delivery notes, crew lists and vessel particulars). If any tax, duty or penalty is later assessed on the Seller because the Vessel did not qualify or documents were not provided, the Buyer shall reimburse the Seller in full.

5.5 If, after the Order Confirmation, there is an increase in costs outside the Seller's control (including currency fluctuations of more than 3%, new taxes or duties, or freight surcharges), the Seller may adjust the price accordingly.

6. INVOICING AND PAYMENT

6.1 Payment is due in full on the due date stated in the Order Confirmation or invoice and, if none is stated, within thirty (30) days of the date of delivery. Payment must be made in the invoiced currency, in cleared funds, free of all bank charges, to the bank account stated on the Seller's invoice. Payment is only made when the funds are credited to the Seller's account.

6.2 The Seller may require pre-payment, a deposit, a bank guarantee or other security before delivery, in particular for new customers, provisions, special orders, agency disbursements and where credit insurance cover is not available.

6.3 Payment shall be made without any set-off, deduction, withholding or counterclaim of any kind. A claim by the Buyer, including a quality or quantity claim, does not entitle the Buyer to delay or withhold payment.

6.4 Payment must be made by the party invoiced. The Seller may refuse and return payments from third parties, and is not liable for any consequences of doing so.

6.5 Overdue amounts bear interest at 2% per month, compounded monthly, from the due date until payment in full, together with an administration fee of 5% of the overdue amount, minimum USD 250 per invoice.

6.6 The Buyer shall indemnify the Seller for all costs of collecting overdue amounts, including the fees of lawyers, collection agencies and credit insurers, court and arbitration costs, and the costs of arresting or attaching the Vessel or other assets.

6.7 Payments received are applied first to interest, administration fees and collection costs, and only then to the oldest outstanding principal, regardless of any reference given by the Buyer.

6.8 If any amount is overdue, or the Buyer's financial position deteriorates in the Seller's reasonable opinion, all amounts owed by the Buyer (and by the Owner and its related companies) to any member of the Whale Maritime Group become immediately due, and the Seller may suspend or cancel all pending deliveries and Services.

6.9 The risk of Payment Interference is borne by the Buyer. In that case the Seller may require payment in another currency or to another account of the Seller, and any resulting costs and exchange losses are for the Buyer's account.

6.10 Bank-detail protection: the Seller will never change its bank details by e-mail alone. Any change will only be made by original documents from the Seller, validated by telephone with a known contact at the Seller. The Buyer is responsible for verifying bank details before payment, and a payment made to a wrong account as a result of fraud, hacking or invoice interception does not discharge the Buyer's obligation to pay the Seller.

7. DELIVERY

7.1 Delivery dates and times are estimates only. The Seller will deliver as promptly as possible, subject to the Vessel's schedule, weather, port and customs restrictions, availability of launches and transport, and the other circumstances described in clauses 7.8 and 18.

7.2 The Buyer shall give the Seller (directly or through the ship's agent) at least 48 hours notice of the Vessel's ETA, berth or anchorage and any change, and confirm the delivery window no later than 24 hours before delivery. For provisions, the final order must be received at least 72 hours before delivery.

7.3 Delivery is made alongside the Vessel, to the Vessel's agent, to a forwarder, or at the Seller's warehouse, as stated in the Order Confirmation. The Seller chooses the means of transport unless otherwise agreed.

7.4 The Buyer shall provide safe access to the Vessel, a safe berth or anchorage, and crew and lifting equipment to receive the Products promptly and safely, and shall ensure that the Vessel holds all certificates, permits and clearances required for the delivery.

7.5 The master or a responsible officer shall sign and stamp the delivery note or service report at the time of delivery. If the Vessel fails or refuses to do so, the Seller's delivery records, photos and the carrier's documents are conclusive evidence of delivery.

7.6 If the Vessel is not available at the agreed time and place, the Vessel sails before delivery, or the Buyer fails to take delivery, the Seller may at its option (a) store the Products at the Buyer's risk and cost, (b) re-deliver at a new time at the Buyer's cost, (c) forward the Products to another port at the Buyer's cost, or (d) cancel under clause 12. In each case the Buyer shall pay the full price plus all resulting costs, including launch, transport and waiting time.

7.7 Partial deliveries are permitted and may be invoiced separately.

7.8 The Seller is not liable for any delay, demurrage, off-hire, deviation or detention of the Vessel, whatever the cause, including delay in delivery.

8. RISK AND TITLE

8.1 Risk in the Products passes to the Buyer when the Products are placed on board the Vessel or, if earlier, handed over to the Vessel's crew, the Buyer's agent, forwarder or carrier, or made available at the Seller's warehouse as agreed.

8.2 Title to the Products remains with the Seller until the price and all other amounts due to the Seller under the Contract have been paid in full. Until then the Buyer holds the Products as bailee for the Seller and shall keep them identifiable where reasonably possible. The Seller may recover the Products and for that purpose board the Vessel or enter the premises where they are kept.

8.3 The Buyer's use or consumption of the Products before title has passed does not affect the Buyer's obligation to pay, and the passing of title is not a condition of the Buyer's obligation to pay.

9. INSPECTION AND CLAIMS

9.1 The Buyer shall inspect the Products on delivery. Visible shortages, wrong items and visible damage must be noted on the delivery note before it is signed, with a copy and photos sent to the Seller on the same day. Otherwise the Products are deemed delivered in full and in good condition.

9.2 Fresh, chilled and frozen provisions: any claim must be notified in writing at the time of delivery and in any case within 24 hours of delivery, supported by photos, temperature records and batch details. The Products concerned must be kept and made available for inspection; claims for provisions that have been discarded without the Seller's consent are excluded.

9.3 Technical stores, spare parts, chemicals and other Products: any claim for hidden defects or non-conformity must be notified in writing, with full details and evidence, within fourteen (14) days of delivery. Products claimed to be defective must not be used, altered or repaired, and must be returned to the Seller or held for inspection on request.

9.4 Claims concerning Services must be notified in writing within fourteen (14) days of completion of the Services.

9.5 The Buyer shall cooperate fully with the Seller's investigation of a claim and provide the information listed in Annex A. The Seller's engagement in discussing a claim is not an admission of liability or a waiver of any time bar.

9.6 Any claim not notified within the periods above is waived and time-barred. In any event, the Seller is discharged from all liability unless arbitration or legal proceedings are commenced and served on the Seller within six (6) months of the date of delivery or completion of the Services.

10. WARRANTY

10.1 The Seller warrants that the Products will, on delivery, conform to the description in the Order Confirmation and, for new goods, be free from material defects in materials and workmanship, and that the Services will be performed with reasonable skill and care.

10.2 Where the Products are covered by a manufacturer's warranty, the Seller will pass on the benefit of that warranty to the Buyer, and the Buyer's remedies are limited to those available from the manufacturer.

10.3 The Buyer's sole and exclusive remedy for breach of warranty is, at the Seller's option, replacement or repair of the non-conforming Products, re-performance of the Services, or a credit or refund of the price of the non-conforming part. Delivery of the replacement to the Vessel is at the Buyer's cost unless the Seller agrees otherwise.

10.4 The warranty does not apply to defects caused by fair wear and tear, incorrect installation, storage, handling or use, failure to follow manufacturer or Seller instructions, alteration or repair by others, incompatibility with equipment on board, or the Buyer's specifications or drawings; nor to used, reconditioned or "as is" Products unless expressly stated.

10.5 All other warranties, conditions and terms, express or implied by statute, custom or otherwise, including implied warranties of merchantability, satisfactory quality and fitness for a particular purpose, are excluded to the fullest extent permitted by law.

11. RETURNS

11.1 Products may only be returned with the Seller's prior written approval and a return reference. Approved returns must be made within thirty (30) days of delivery, in unused and resaleable condition, in original undamaged packaging, at the Buyer's cost and risk.

11.2 A restocking and handling fee of 25% of the price, plus the Seller's costs (including supplier return charges, freight and customs), will be deducted from any credit.

11.3 The following cannot be returned: provisions and other perishable goods; chemicals, paints, gases and dangerous goods; bonded stores; Products made, cut, mixed or ordered specifically for the Buyer (including non-stock spare parts, ropes and wires cut to length, and items sourced from overseas); and Products that have been installed or used.

12. CANCELLATION AND CHANGES BY THE BUYER

12.1 The Buyer may cancel or change an order after the Order Confirmation only with the Seller's written consent. If the Buyer cancels, reduces or postpones an order, or the Vessel fails to take delivery, the Buyer shall pay: (a) all costs incurred by the Seller, including supplier charges, cancellation and restocking fees, transport, launch and agency costs; and (b) the Seller's loss of profit, and in any case a minimum cancellation fee of 10% of the order value.

12.2 For provisions already purchased, special orders and Products described in clause 11.3, the Buyer shall pay the full price, and the Seller will hold the Products for collection or forwarding at the Buyer's cost.

13. SPECIFIC TERMS FOR SERVICES

13.1 Ship agency and husbandry. When the Seller acts as ship agent, it acts solely as agent for the Owner, and the Owner is liable for all disbursements, port costs and third-party charges. The Buyer shall remit funds on the basis of the Seller's proforma disbursement account before the Vessel's arrival. The Seller is not obliged to advance funds and may stop or refuse to perform Services, including clearing the Vessel, until funds are received. Differences between the proforma and final disbursement account are settled on receipt of the final account.

13.2 Repair and technical services. The Seller will perform repairs and technical work with reasonable skill and care in accordance with the agreed scope. Time spent on board, waiting time, travel and materials are charged at the rates in the Order Confirmation. The Buyer shall provide a safe working environment, permits-to-work, isolation of equipment and crew assistance. The Seller's warranty for workmanship is limited to re-performance of defective work notified within three (3) months of completion.

13.3 Hold cleaning and marine chemicals. The Buyer is responsible for informing the Seller of the previous and next cargoes, the condition of holds and coatings and the required standard of cleanliness. The Seller does not guarantee that holds will pass inspection by charterers, shippers or surveyors, since this depends on factors outside the Seller's control. The Buyer is responsible for the handling, use and disposal of chemicals on board and for compliance with MARPOL and local discharge rules.

13.4 Spares in transit, logistics and warehousing. Goods received by the Seller for forwarding or storage are held at the Buyer's risk. The Seller is not liable for loss of or damage to such goods unless caused by its gross negligence, and the Buyer shall insure them. Storage is free for thirty (30) days, after which storage fees apply at the Seller's rates. The Seller is not responsible for the accuracy of documents provided by the Buyer or for customs decisions.

13.5 General lien on goods in custody. The Seller has a general lien on all goods and documents of the Buyer or Owner in its possession for all amounts owed to any member of the Whale Maritime Group, whether under this Contract or otherwise. If any amount remains unpaid thirty (30) days after the due date, or goods are not collected within ninety (90) days of arrival, the Seller may, after giving fourteen (14) days' written notice, sell or dispose of the goods and apply the proceeds to the amounts owed, without liability to the Buyer.

14. HEALTH, SAFETY, ENVIRONMENT AND DANGEROUS GOODS

14.1 The Buyer is responsible for the safe receipt, handling, storage, use and disposal of the Products on board, and for complying with all safety data sheets, labels and instructions supplied with them, the ISM Code, MARPOL, the IMDG Code and applicable law.

14.2 The Buyer shall ensure that the Vessel and its crew comply with all applicable laws, port regulations and security requirements during delivery and the performance of the Services, and shall indemnify the Seller against any fines, claims or costs arising from any breach.

14.3 If a spill or other pollution occurs during delivery, the Buyer shall immediately take all necessary action to stop and clean it up. If the Buyer fails to do so, the Seller may take such action at the Buyer's cost. The Buyer is liable for all consequences of a spill except to the extent it was caused by the gross negligence of the Seller.

15. LIMITATION OF LIABILITY

15.1 The Seller is not liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect or consequential loss, or for any loss of profit, revenue, hire, charter, business or contracts; off-hire, delay, demurrage or detention of the Vessel; loss of or damage to cargo; or claims by third parties.

15.2 The Seller's total liability arising out of or in connection with any Contract is limited to the price invoiced for the specific Products or Services giving rise to the claim, and shall in no event exceed USD 100,000.

15.3 The Seller is not liable for losses caused by cyber incidents, hacking, malware, fraudulent e-mails or interception of communications or payments, unless caused by the Seller's gross negligence.

15.4 The exclusions and limits in these Conditions apply even if the loss results from the negligence of the Seller, its employees, agents or Physical Suppliers, but nothing in these Conditions excludes or limits liability for fraud, wilful misconduct, or death or personal injury caused by negligence, or any other liability which cannot be excluded by law.

15.5 Every exclusion, limitation and defence available to the Seller also benefits its employees, agents and Physical Suppliers, and the Seller holds this benefit on their behalf.

16. INDEMNITY

16.1 The Buyer shall indemnify and hold harmless the Seller and its Physical Suppliers against all losses, costs (including legal fees), fines, claims and liabilities arising from the Buyer's breach of the Contract, the Buyer's or the Vessel's negligence or default, or any claim by a third party (including the Owner, charterers, cargo interests or crew) related to the Products or Services.

17. COMPLIANCE: SANCTIONS, ANTI-CORRUPTION AND KYC

17.1 The Buyer represents and warrants, at the date of the Contract and throughout its performance, that neither the Buyer, the Owner, the Vessel, their group companies, beneficial owners, directors nor any party involved in the transaction is the subject or target of Sanctions, is owned or controlled by such a person, or

is located in a sanctioned country or territory; and that the Products and Services will not be used in any way that would cause the Seller to breach Sanctions.

17.2 The Seller is not obliged to perform any obligation (including delivery or receiving or making any payment) which would, in its reasonable judgement, expose it to Sanctions or a breach of any applicable law.

17.3 Before and during the Contract the Buyer shall provide promptly all information reasonably requested by the Seller for its know-your-customer, anti-money-laundering, sanctions-screening and credit checks, including the identity of the Owner, beneficial owners and the Vessel's trading pattern. The Seller may refuse an order or suspend performance until satisfied.

17.4 Each party shall comply with all applicable anti-bribery, anti-corruption, anti-money-laundering and anti-terrorist-financing laws, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act and the Spanish Criminal Code. Neither party shall offer, give, request or accept any bribe, facilitation payment or improper advantage in connection with the Contract.

17.5 If the Buyer breaches this clause, or the Seller reasonably suspects a breach, the Seller may immediately terminate or suspend the Contract without liability, report the matter to the authorities, and recover from the Buyer all losses, fines and costs incurred.

18. FORCE MAJEURE

18.1 The Seller and its Physical Suppliers are not liable for any failure or delay in performing the Contract caused by circumstances beyond their reasonable control, including adverse weather, sea conditions, port congestion or closure, acts or orders of governments or port, customs or health authorities, Sanctions, failure or delay of suppliers, manufacturers or carriers, shortage of products, transport or labour, strikes and labour disputes, fire, flood, epidemic or pandemic, war, terrorism, piracy, civil unrest, accidents, breakdown of launches or vehicles, cyber attacks, and acts of God. The Seller is not obliged to incur extra expense to overcome such circumstances.

18.2 If such circumstances continue for more than fourteen (14) days, either party may cancel the affected part of the Contract without liability, save that the Buyer shall pay for Products delivered and Services performed and for Products specially ordered.

19. SELLER'S RIGHTS ON DEFAULT OR INSOLVENCY

19.1 The Seller may, without prejudice to its other rights, suspend or cancel any Contract, withhold delivery or Services, and/or repossess undelivered Products, if: (a) the Buyer fails to pay any amount when due to any member of the Whale Maritime Group or otherwise breaches the Contract; (b) the Buyer or Owner becomes insolvent, enters into bankruptcy, administration, receivership, liquidation or any arrangement with its creditors, or anything similar occurs in any jurisdiction; (c) the Vessel is arrested, detained or sold; (d) the Seller reasonably considers the Buyer's creditworthiness to be impaired or credit insurance cover is withdrawn; or (e) clause 17 applies.

19.2 In such a case the Buyer shall compensate the Seller for all resulting losses and costs, and all amounts owed by the Buyer become immediately due.

20. MARITIME LIEN AND SECURITY

20.1 Products and Services are supplied on the credit of the Vessel as well as on the promise of the Buyer and the Owner. The Products and Services are necessaries for the Vessel, and the Seller has and may assert a maritime lien on the Vessel for the price and all other amounts due.

20.2 The Seller may assert its maritime lien, or arrest or attach the Vessel, any sister vessel or associated vessel, or any other assets of the Buyer or Owner, in any jurisdiction, to secure its claims. The existence of the maritime lien is governed by the General Maritime Law of the United States of America, including the Commercial Instruments and Maritime Liens Act (46 U.S.C. §§ 31341–31343), regardless of where the Products are delivered or Services rendered, and without prejudice to any lien or right of arrest available under the law of the place of arrest.

20.3 The Seller may enforce its lien or security before or in parallel with the proceedings referred to in clause 25, and doing so is not a waiver of the arbitration agreement.

21. INTERMEDIARIES AND RESELLERS

21.1 If the Buyer is not the Owner (for example a trader, ship supplier, agent or manager) and resells or on-supplies the Products or Services, the Buyer: (a) assigns to the Seller, as security, its claims for payment against its own customer in respect of the same Products or Services, together with any lien and arrest rights; (b) holds any payment received from its customer for those Products or Services on trust for the Seller up to the amount owed to the Seller; and (c) shall include terms in its own contract that permit this clause to operate.

22. DATA PROTECTION AND CONFIDENTIALITY

22.1 Each party shall process personal data received in connection with the Contract (including crew names and contact details) in accordance with applicable data-protection law, including the EU General Data Protection Regulation where applicable. Personal data is used only to perform the Contract, manage credit risk and comply with law.

22.2 The Seller may disclose information about the Contract to its group companies, Physical Suppliers, credit insurers, financiers, collection agencies, lawyers and competent authorities as needed to perform the Contract, manage credit risk, enforce its rights or comply with law, and is not liable for any such disclosure.

23. ASSIGNMENT AND SUBCONTRACTING

23.1 The Seller may assign, transfer or factor its rights under the Contract, including its receivables, to any third party (including credit insurers and financiers) and may subcontract performance to Physical Suppliers or other members of the Whale Maritime Group. The Buyer may not assign or transfer its rights or obligations without the Seller's prior written consent.

24. NOTICES AND ELECTRONIC COMMUNICATIONS

24.1 Notices under the Contract may be given by e-mail to the addresses used by the parties for the order, or through the e-procurement platform used for the order. Orders, Order Confirmations, delivery notes and invoices sent electronically are valid and binding without signature.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1 The Contract, these Conditions and any non-contractual obligations arising out of or in connection with them are governed by Danish law, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). This is without prejudice to clause 20, under which the existence of the maritime lien is governed by the General Maritime Law of the United States of America.

25.2 Any dispute arising out of or in connection with the Contract shall be finally resolved by arbitration under the rules of the Nordic Offshore and Maritime Arbitration Association (NOMA) in force when the arbitration is commenced. The seat of arbitration is Copenhagen, Denmark, and the language is English. The tribunal consists of a sole arbitrator unless the principal amount claimed exceeds USD 1,000,000, in which case it consists of three arbitrators. Claims not exceeding USD 250,000 shall be determined under the NOMA Fast Track procedure.

25.3 Notwithstanding clause 25.2, the Seller may, at its sole option, bring proceedings for the recovery of amounts due (including summary, payment-order or small-claims proceedings) in the courts of the place where the Buyer or Owner is domiciled or has assets, or where the Vessel is found, or in the courts of the Seller's domicile.

25.4 The parties may, by agreement, refer a dispute to mediation under the NOMA mediation rules before or during arbitration.

26. ENTRY INTO FORCE AND AVAILABILITY

26.1 These Conditions apply to all Contracts concluded on or after 1 December 2026 and replace the Fergrosa Trading S.L.U. Terms and Conditions for Purchase and Sales of 1 January 2020 and any other previous terms of the Seller.

26.2 These Conditions are published on www.whalemaritime.com and are available on request. The Seller may amend these Conditions from time to time; amendments apply to Contracts concluded after the amended version is published.

SCHEDULE 1 – WHALE MARITIME GROUP COMPANIES

The Seller under each Contract is the company below that is named in the Order Confirmation or invoice. Other companies of the Whale Maritime Group may be added by publishing an updated Schedule.

Trading as	Legal entity and registration	Registered office and contact
Whale Maritime Spain	**Fergrosa Trading S.L.U.** CIF B98911191 D-U-N-S 468080477	Calle Justicia 4, 6B, 46004 Valencia, Spain Warehouse: Carrer Estació 3F, 46540 El Puig Tel. +34 96 116 0264
Whale Maritime Panama	**Stem Fuels S.A.** RUC 155639241-2-2016	PH Atrium Tower, Piso 27, Calle 54 y Ave. Samuel Lewis, Panama City, Panama Tel. +507 836 7778
Whale Maritime USA	**Stem Marine Supply LLC (Florida)** Document No. 1387100 EIN 33-3191787 D-U-N-S 119319136	1200 N Federal Hwy, Suite 212, Boca Raton, FL 33432, USA Tel. +1 954 334 1066
Whale Maritime Jamaica	**Whale Maritime Jamaica Limited** Company No. 117009 TRN 003-295-893	8 First Street, Newport West, Kingston 13, Jamaica W.I. Tel. +1 876 677 9148
Whale Maritime Trinidad & Tobago	**Triton Maritime Service & Supply Limited** Company No. C2024013000005 BIR No. 100061224-4	116 Kenneth Drive, Gopaul Lands, Marabella, Trinidad & Tobago
Whale Maritime Guyana	**Whale Maritime Guyana Inc.** Company No. 15945 TIN 050041255	New Trafalgar Building, 165 Waterloo Street, North Cummingsburg, Georgetown, Guyana guyana.ops@whalemaritime.com
Whale Maritime Mexico	**Whale Maritime** (supplies contracted by the Whale Maritime company named in the Order Confirmation)	mexico.ops@whalemaritime.com

Group contact for orders, enquiries and notices: sales@whalemaritime.com · info@whalemaritime.com · www.whalemaritime.com · ShipServ TradeNet ID 259444 · MESPAS ID HRV-15U · IMPA Member 2101503

ANNEX A – INFORMATION REQUIRED WITH A CLAIM

To allow the Seller to investigate a claim under clause 9, the Buyer shall provide promptly and in good faith:

(a) Order number, Order Confirmation, delivery note and invoice references.

(b) A description of each item claimed (IMPA/ISSA code, part number, quantity, batch or serial number).

(c) The nature of the shortage, defect or non-conformity and when and how it was discovered.

(d) Photos and/or video of the Products, packaging and labels as received.

(e) For provisions: temperature records at delivery and in storage, and the condition of the Vessel's cold rooms.

(f) For spare parts and equipment: maker, model and serial number of the equipment, installation and running records, and the report of the ship's engineer or service technician.

(g) Any remarks or letter of protest issued at delivery, and copies of relevant log-book entries.

(h) Details of any mitigation taken and of the losses claimed, with supporting documents.

Providing or requesting information does not waive any rights, defences or time bars of the Seller.