

CMAC Bunkering Form 2019



1. Place	2. Date
3. Seller	
4. Buyer	
5. Grades & Quantity	
6. Vessel	
7. Place of Delivery	
8. ETA	
9. Price	
10. Payment	

The Seller agrees to sell and the Buyer agrees to purchase the bunkers set out in Box 5 and further described hereafter (the “Bunkers”).

CMAC Bunker Supply Form 2019

1 Quality

- (a) The Buyer shall be responsible for nominating the grades and/or specifications of the Bunkers fit for use by the Vessel.
- (b) The Seller warrants that the Bunkers
 - (i) are of a homogeneous and stable nature and comply with the specifications and grades nominated by the Buyer; and
 - (ii) are in compliance with the latest ISO Standard 8217 on the date of this Contract.
- (c) The Seller, however, does not warrant the satisfactory quality, fitness, or suitability of the Bunkers for any particular purpose or utility which extend beyond the description as set out in this Contract.

2 Quantity

- (a) The quantity of the Bunkers stated in Box 5 shall be supplied with a tolerance of +/- 5% at the Seller's option.
- (b) The actual quantity of the Bunkers shall be measured by the Seller from the official gauge or meter of the barge effecting delivery, or in case of delivery ex-wharf, of the shore-meter. The Seller's measurement shall be final and binding save for manifest error or fraud and the Seller shall be liable for shortage exceeding 0.3% of the quantity agreed.
- (c) The Buyer shall have the right to witness such measurement.
- (d) When there is a dispute between the Parties over the quantity, the Seller shall not take any actions affecting the departure schedule of the Vessel.

3 Sampling

- (a) The Seller shall be responsible for sampling of the Bunkers and the samples shall be drawn throughout the entire bunkering operation. The Buyer shall have the right to witness the sampling process.
- (b) A minimum four (4) samples of each grade or specification of the Bunkers shall be taken and securely sealed. Two (2) samples shall be retained by the Seller and other two (2) samples shall be retained by the Vessel.
- (c) Samples other than those described in (a) and (b) above shall not be admissible for purposes of determining quality of the Bunkers. Analysis of the samples shall be carried out by the professional institution jointly appointed by the Parties.

4 Delivery

- (a) The Bunkers shall be delivered to the Vessel at the port or place stated in Box 7 subject to all regulations applicable at such port or place. The Seller shall use reasonable efforts to deliver the Bunkers, and shall not be liable for demurrage or other compensation for delay unless expressly agreed by the Parties in writing.
- (b) The Buyer shall give the Seller a minimum of seventy-two (72) hours excluding Saturdays, Sundays and public or dock holidays prior written notice before arrival of the Vessel, advising the location at the port of delivery, the time range during which the delivery is required.
- (c) The Buyer shall be responsible for making all connections and disconnections between the delivery hose(s) and the Vessel's manifold and to ensure that the hose(s) are properly connected to the Vessel's bunker manifold prior to the commencement of delivery.
- (d) The Buyer or the Master of the Vessel shall advise the Seller in writing of the maximum allowable pumping rate and pressure; notify the Seller of any special conditions, difficulties, deficiencies or defects which might adversely affect the delivery of the Bunkers; and render all necessary assistance which may reasonably be required to moor or unmoor the bunker barge.
- (e) The Buyer shall be liable for all proven additional expenses incurred by the Seller as a direct result of the Buyer's failure to take delivery of the Bunkers ordered.

5 Payment

- (a) The Price stated in Box 9 is for the Bunkers only and the Buyer shall pay all additional charges associated with the delivery, including but not limited to: wharfage, barging and other similar charges; mooring charges and port dues; overtime charges if delivery takes place outside of regular working days and hours; and duties, taxes, charges, or other costs levied upon the Buyer.
- (b) Payment for the Bunkers shall be made by the Buyer within thirty (30) days after delivery of the Bunkers onboard without set-off, counterclaim, deduction and/or discount, and free of bank chargers.
- (c) Any delay in payment by one Party shall entitle the other Party to interest at the rate of two (2) per cent per month of any part thereof.

6 Title and Risk

- (a) Title to the Bunkers shall not pass to the Buyer unless and until the Price has been fully paid by the Buyer.

- (b) Risk in the Bunkers shall pass to the Buyer once they have entered into the Vessel's manifold.

7 Termination

- (a) The Parties may terminate this Contract by agreement.
- (b) If the Seller terminates this Contract for its own reason, it shall be liable for all losses suffered by the Buyers.
- (c) If the Buyer terminates this Contract for its own reason, it shall be liable for all losses suffered by the Sellers, including the price difference, if any.

8 Claims

- (a) Any claims as to quality, quantity or description of the Bunkers shall be presented by the Buyer in writing within fourteen (14) days from the date of delivery, failing which such claims shall be deemed to be waived and barred.
- (b) The Seller shall only be liable for any loss, damage or claim arising out of his failure to perform its obligations under this Contract and the Seller shall not be liable for any indirect, special, punitive, incidental or consequential loss, damages or expenses.

9 Indemnity

The Buyer shall defend, indemnify and hold the Seller harmless with respect to any and all liabilities, losses, claims, expenses or damages that the Seller may suffer or incur by reason of, or in any way connected with the fault or default of the Buyer or its agent, servants or sub-contractors or as a direct result of the Seller's compliance with directions or instructions given by the Buyer.

10 Force Majeure

- (a) Neither party shall be responsible for any loss, damage, delay or failure in performance of this Contract caused by any force majeure events including but not limited to act of God, fire, explosion, flood, storm, riots, strike, stoppage, lock-out, wars or warlike operations, terrorism, acts of authorities, governmental intervention, failure or cessation of the Seller's sources of supply, or any other event which cannot be avoided by exercise of due diligence.
- (b) If a force majeure event continues for a continuous period of more than ten (10) days, unless otherwise agreed, each of the Parties may terminate this Contract by a written notice to the other. Such termination shall not give rise to any liability, compensation or indemnity of any kind.

11 Governing Law and Arbitration

- (a) This Contract shall be governed by and construed in accordance with
- (i) the law of the People's Republic of China; or
 - (ii) the law of England.
- (b) Any dispute arising from or in connection with this Contract shall be submitted to China Maritime Arbitration Commission (CMAC) for arbitration in accordance with the CMAC's arbitration rules in effect at the time of the application for arbitration is filed.
- (c) The reference shall be to three (3) arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the same to appoint its own arbitrator within fourteen (14) calendar days. If the other party does not appoint its own arbitrator and give notice within the fourteen (14) days, the party referring the dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding upon both Parties as if he has been appointed by agreement.

** (i) and (ii) in (a) above are alternatives, if no selection is made (i) shall apply.*



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