



**THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)**

**STANDARD MARINE FUELS PURCHASING CONTRACT  
CODE NAME: "FUELCON" ISSUED 1995**

**PART I**

1. Date of Contract		
2. Name of Vessel		
3. Sellers (state name, address and place of registration)	4. Buyers (state name, address and place of registration)	
5. Nominated Grades (Cl. 2(a))	6. Nominated Quantities (Cl. 3)	
7. Alternative Specification of Marine Fuels (Cl. 2(b))	8. Port or Place of Delivery of Marine Fuels (Cl. 6(a))	
	9. Vessel's ETA at Port or Place of Delivery (Cl. 6(b))	
10. Delivery Facility (state alternative) (Cl. 6(d))	11. Minimum Barge Pumping Capacity (Cl. 6(d)(iii))	
12. Price per unit and Currency (Cl. 8(a)) and Additional Charges (Cl. 8(b))	13. Price Validity (state range of days) (Cl. 8(a))	
	14. Payment Period (state number of days) (Cl. 9(a))	
	15. Sellers' Bank Account and Method of Payment (Cl. 9(b))	
16. Compensation for Delay (Cl. 10(c))  (I) Barge _____  (II) Vessel _____	17. Law and Arbitration (state 16 (a) or (b) or (c): Alternative Place of Arbitration) (Cl. 16)	
	18. Small Claims/Shortened Arbitration Procedure (state maximum amount of claim) (Cl. 16)	
19. Additional clauses covering special provisions, if agreed		

It is mutually agreed that this Contract shall be performed subject to the conditions in the Contract consisting of PART I including additional clauses, if agreed, and stated in Box 19 and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Sellers)	Signature (Buyers)
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**PART II**  
**"FUELCON" Standard Marine Fuels Purchasing Contract**

**Terms and Conditions**

It is agreed on the date shown in Box 1 between the party named in Box 3 (defined hereunder as "the Sellers") and the party named in Box 4 (defined hereunder as "the Buyers"), that the Sellers shall sell and deliver to the Vessel named in Box 2 and the Buyers shall purchase the Marine Fuels (as defined hereunder) on the following terms and conditions:	1	day and night, Sundays and holidays included.	69
Marginal headings used hereinafter are for identification purposes only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Contract. Unless the Contract otherwise requires, any words denoting the singular number shall include the plural and vice-versa.	2	(b) The Vessel's estimated time of arrival shall be as stated in Box 9.	70
	3	(c) The Buyers, or their agents at the port or place of delivery, shall give the Sellers, or their representatives at the port or place of delivery, and 48 hours approximate and 24-hours definite written notice of arrival and the exact location and time at which deliveries are required.	71 72 73 74
	4	(d) The Marine Fuels shall be delivered:	75
	5	*) (i) at the Sellers' terminal;	76
	6	*) (ii) by tank trucks;	77
	7	*) (iii) by bunkering barge with a minimum pumping capacity as stated in Box 11.	78 79
	8	* (i), (ii) and (iii) are alternatives; state alternative agreed in Box 10.	80
	9	(e) The Sellers shall:	81
	10	(i) be in possession of all permits required to comply with all relevant regulations pertaining to delivery of Marine Fuels at the port or place of delivery;	82 83 84
	11	(ii) subject to local laws permitting, be responsible to make all connections and disconnections between the delivery hose(s) and the Vessel's intake pipe and to ensure that the hose(s) are properly secured to the Vessel's manifold prior to the commencement of delivery.	85 86 87 88 89
	12	(f) The Buyers shall ensure that the Vessel is in possession of all certificates required to comply with all relevant regulations pertaining to delivery of the Marine Fuels at the port or place of delivery and shall instruct the Master of the Vessel to:	90 91 92 93
	13	(i) advise the Sellers in writing, prior to delivery, of the maximum allowable pumping rate and pressure and to agree on communication and emergency shut-down procedures;	94 95 96
	14	(ii) notify the Sellers in writing prior to delivery, of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of and particular to the Vessel which might adversely affect the delivery of the Marine Fuels;	97 98 99 100
	15	(iii) provide a free side to receive the Marine Fuels and to render all necessary assistance which may reasonably be required to moor or unmoor the delivery vessel or to connect or disconnect the delivery hose(s).	101 102 103 104
	16	(g) If possible, the Vessel shall provide segregated tankage to receive the contracted quantity of Marine Fuels.	105 106
<b>1. Definitions</b>	17		
Throughout this Contract, save where the context otherwise requires, the following definitions shall be applied:	18		
"Marine Fuels" means products, derived from crude oil, delivered or to be delivered to the Vessel.	19		
"Sellers" means the party contracting to sell and deliver Marine Fuels, and	20		
"Buyers" means the party contracting to purchase, take delivery of and pay for the Marine Fuels.	21		
<b>2. Grades/Quality</b>	22		
(a) The Buyers shall have the sole responsibility for the nomination of the grades of Marine Fuels suitable to the Vessel, and shall state the grades required in Box 5.	23		
(b) The Sellers warrant that the Marine Fuels shall be of a homogeneous and stable nature, shall comply with the grades nominated by the Buyers and be of satisfactory quality. Unless otherwise agreed and stated in Box 7 the Marine Fuels shall in all other respects comply with ISO Standard 8217: 1987 or any subsequent amendment thereof as well as with the relevant provisions of MARPOL.	24		
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<b>3. Quantities</b>	31		
The quantities of Marine Fuels nominated to be delivered are those stated in Box 6.	32		
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<b>4. Measurements</b>	34		
(a) Subject to the provisions of Clauses 7 (d) and 10 hereunder the quantities of Marine Fuels shall be determined from the official gauge or meter of the bunkering barge or tank truck effecting delivery or of the shore-tank in case of delivery ex wharf.	35		
(b) The Buyers and the Sellers shall both have the right to be present or represented when such measurements are taken and shall be given sufficient information and facilities to verify the volume delivered.	36		
(c) The Marine Fuels to be delivered under this Contract shall be measured and calculated in accordance with the ASTM-API-IP Petroleum Measurement Tables.	37		
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<b>5. Sampling</b>	45		
(a) The Sellers shall arrange for four (4) identical representative samples of each grade of Marine Fuels to be drawn throughout the entire bunkering operation in the presence of both the Sellers and the Buyers or their respective representatives.	46		
(b) The samples shall be drawn at a point, to be mutually agreed between the Sellers and the Buyers or their respective agents, closest to the Vessel's bunker manifold.	47		
(c) The samples shall be drawn using a mutually accepted sampling device which shall be constructed, secured and sealed in such a way so as to prevent the sampling device and the samples being tampered with throughout the transfer period.	48		
(d) The aforementioned samples shall be securely sealed and provided with labels showing the Vessel's name, identity of delivery facility, product name, delivery date and place and seal number, authenticated with the Vessel's stamp and signed by the Sellers' representative and the Master of the Vessel or his authorised representative.	49		
(e) Two (2) samples shall be retained by the Sellers for ninety (90) days after delivery of the Marine Fuels to the Vessel or, on being requested in writing by the Buyers, for as long as the Buyers require, and the other two (2) samples shall be retained by the Vessel.	50		
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<b>6. Delivery</b>	66		
(a) The Marine Fuels shall be delivered to the Vessel at the port or place stated in Box 8. Subject to the custom of the port, delivery shall be made	67		
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		<b>7. Documentation</b>	107
		(a) Before commencement of delivery the Sellers shall present for acknowledgement by the Master of the Vessel or his representative, a bunker requisition or similar document, duly signed by the Sellers or their representative, which shall contain the quantities to be delivered and all information required in accordance with IMO/ISO recommendations and specifications, including, in particular, actual values for:	108 109 110 111 112 113 114
		- viscosity	115
		- density	116
		- water content	117
		- sulphur content	118
		- flash point	119
		- delivery temperature	120
		- pour point	121
		In addition, and if available, similar information shall be provided for vanadium and ash content.	122 123
		(b) Once the delivery is completed and quantities measured, a receipt shall be signed and stamped by the Master of the Vessel or his representative, and returned to the Sellers, or their representative, as acknowledgement of the delivery and a duplicate copy shall be retained by the Master of the Vessel. This receipt shall contain the following minimum information which is warranted by the Sellers:	124 125 126 127 128 129
		- delivered quantity in volume units	130
		- density in kg/m <sup>3</sup> at 15° C as per ISO 3675	131
		- temperature	132
		- flash point	133
		- sulphur content in % m/m as per ISO 8754	134
		(c) It is understood that the Master, or his representative, shall sign and stamp the receipt referred to in Clause 7 (b) for the actual volume and the actual delivery temperature only. Verification of the information provided under Clause 7 (b) may be obtained by analysis of the Vessel's retained sample.	135 136 137 138 139
		(d) In the event the Master is not satisfied with the Marine Fuels, sampling, quality, quantity or any other matter concerning the Marine	140 141



**PART II**  
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**Terms and Conditions**

and hold the Buyers harmless for any claims, losses, damages, 281  
expenses, penalties or other liabilities incurred by the Buyers under the 282  
United States Oil Pollution Act of 1990, or other pollution legislation of 283  
any state of the United States of America or any other country or 284  
jurisdiction, as a result of any spillage occurring whilst the Marine Fuels 285  
are being transported directly or indirectly to or from the Buyers' 286  
Vessel's manifold save to the extent that such spillage is caused by any 287  
fault on the part of the Buyers. The Buyers shall similarly indemnify the 288  
Sellers where any such spillage occurs once risk in the Marine Fuels has 289  
passed to the Buyers save to the extent that such spillage is caused by 290  
any fault on the part of the Sellers. 291

(d) The Sellers shall use their best endeavours to ensure that the barge 292  
company is insured for oil spill damages up to the minimum amount per 293  
incident required by statutory rules or regulations. If such coverage or 294  
insurance is not obtained by the barge company it shall be the sole 295  
responsibility of the Sellers to establish such coverage for their account. 296  
Proof and conditions of such coverage, whether established by the 297  
barge company or by the Sellers shall be made available to the Buyers at 298  
their request, as soon as practically possible. 299

(e) The Buyers hereby advise the Sellers that they enforce a company 300  
drug and alcohol policy aboard their ships, whereby the Sellers' 301  
personnel must not be intoxicated at any time on board. It is understood 302  
and agreed that the selling, possession, distribution, use or being under 303  
the influence of any controlled substance or dangerous drugs other than 304  
those prescribed is an offence. 305

**16. Law and Arbitration** 306

\* (a) This Contract shall be governed by and construed in accordance with 307  
English law and any dispute arising out of this Contract shall be referred 308  
to arbitration in London in accordance with the Arbitration Acts 1950 and 309  
1979 or any statutory modification or re-enactment thereof for the time 310  
being in force. Unless the parties agree upon a sole arbitrator, one 311  
arbitrator shall be appointed by each party and the arbitrators so 312  
appointed shall appoint a third arbitrator, the decision of the three-man 313  
tribunal thus constituted or any two of them, shall be final. On the receipt 314  
by one party of the nomination in writing of the other party's arbitrator, 315  
that party shall appoint their arbitrator within fourteen days, failing which 316  
the decision of the single arbitrator appointed shall be final. 317

For disputes where the total amount claimed by either party does not 318  
exceed the amount stated in Box 18\*\*, the arbitration shall be conducted 319  
in accordance with the Small Claims Procedure of the London Maritime 320  
Arbitrators Association. 321

\* (b) This Contract shall be governed by and construed in accordance with 322  
Title 9 of the United States Code and the Maritime Law of the United 323  
States and should any dispute arise out of this Contract, the matter in 324  
dispute shall be referred to three persons at New York, one to be appoin- 325  
ted by each of the parties hereto, and the third by the two so chosen; 326  
their decision or that of any two of them shall be final, and for purpose of 327  
enforcing any award, this agreement may be made a rule of the Court. 328  
The proceedings shall be conducted in accordance with the rules of the 329  
Society of Maritime Arbitrators, Inc. 330

For disputes where the total amount claimed by either party does not 331  
exceed the amount stated in Box 18\*\*, the arbitration shall be conducted 332  
in accordance with the Shortened Arbitration Procedure of the Society 333  
of Maritime Arbitrators, Inc. 334

\* (c) Any dispute arising out of this Contract shall be referred to arbitration 335  
at the place indicated in Box 17, subject to the procedures applicable 336  
there. The laws of the place indicated in Box 17 shall govern this 337  
Contract. 338

(d) If Box 17 in Part I is not filled in, sub-clause (a) of this Clause shall 339  
apply. 340

\* (a), (b) and (c) are alternatives; indicate alternative agreed in Box 17. 341

\*\* Where no figure is supplied in Box 18 in Part I, this provision only shall be 342  
void but the other provisions of this Clause shall remain in full force and 343  
effect. 344