



## Minerva Bunkering Carbon Offset Program Terms and Conditions 2021

These **Minerva Bunkering Carbon Offset Program Terms and Conditions** (“COP Terms and Conditions” or “COP Terms”) shall apply to and be incorporated into and made a part of each Contract for the sale of Carbon Neutral Fuels entered into by Minerva Bunkering and a Buyer of such Carbon Neutral Fuels and shall govern over any contrary terms and conditions set out in or made a part of (whether by reference there in or otherwise) any Contract between Minerva Bunkering and a Buyer.

### 1. Definitions.

Capitalized terms used in these COP Terms shall have the meanings set forth below:

“*Administrator*” means the company, corporation, organization or other legal entity responsible for the oversight, administration and operation of an Offsetting Registry.

“*Affecting New Offset Regulation*” has the meaning set out in Section 3(d) hereof.

“*Buyer*” means any customer of Minerva Bunkering who is purchasing Marine Fuels (including Carbon Neutral Fuels) under a Contract pursuant to which Minerva Bunkering is the seller of such Marine Fuels.

“*Buyer’s Preference*” means, as and if expressed to Seller at the time a Contract is entered into, the preference of Buyer for Offset Credits to be retired from any particular Location or Locations and/or in accordance with, if applicable, any specific Offsetting Registry Rules or Offset Regulations.

“*Carbon Neutral Fuel*” means the Marine Fuel purchased by a Buyer from Minerva Bunkering under a Contract which is made expressly subject to these COP Terms.

“*Carbon Neutral Fuel Declaration*” means the declaration set out in the Declaration Letter describing the Carbon Offset Quantity, Carbon Neutral Fuel Quantity, Offsetting Registry or Offsetting Registries, Project(s) and date upon which the Carbon Offset Quantity was retired on each applicable Offsetting Registry (if retirement is through more than one Offsetting Registry).

“*Carbon Neutral Fuel Quantity*” means the actual volume (expressed in MT) of Carbon Neutral Fuel purchased by Buyer under a Contract or, pending the resolution of any Dispute, the actual volume of Carbon Neutral Fuel retained by or having been otherwise consumed by Buyer.

“*Carbon Offset*” is a unit or certificate representing the equivalent one (1) MT of GHG Reduction eligible for use in compliance with, as applicable, any Offsetting Registry Rules or Offset Regulations.

“*Carbon Offset Quantity*” means the total quantity of Carbon Offset(s) determined in accordance with the Emission Factor based on the Carbon Neutral Fuel Quantity.

“*Certificate of Retirement*” means a certificate issued by an Offsetting Registry in the name of the Buyer evidencing the retirement of Carbon Offset(s) meeting all or the applicable portion of the Carbon Offset Quantity retired through such Offsetting Registry, which certificate includes the serial number of each Carbon Offset and the Project(s) associated with each retired Carbon Offset.

“CO<sub>2</sub>” or “*carbon dioxide*” is a colorless, odorless gas that is present in the atmosphere and is formed when any fuel containing carbon is burned.

“CO<sub>2</sub>e” or “*Carbon Dioxide Equivalent*” is a unit of measurement of a GHG’s global warming potential (“GWP”) compared to CO<sub>2</sub>’s GWP, which is one (1).

“*Contract*” means any contract, confirmation or other document between Minerva Bunkering and a Buyer pursuant to which Minerva Bunkering has agreed to sell to Buyer and Buyer has agreed to purchase from Minerva Bunkering a volume of Carbon Neutral Fuels; provided, however, these COP Terms do not apply to a Contract under which the Buyer has agreed to purchase a volume of Marine Fuels from Minerva Bunkering that are not being purchased by Buyer under the Program.

“*Declaration Certificate*” means, collectively, the Declaration Letter and Certificate of Retirement.

“*Declaration Letter*” means the overview letter delivered by Minerva Bunkering with a Certificate of Retirement containing the Carbon Neutral Fuel Declaration.

“*Delivery Date*” means that date which is three (3) calendar months following the delivery of the Carbon Neutral Fuel Quantity to the Buyer at the place and time designated in a Contract, subject to delay or extension of such time as provided for in Section 3 hereof.

“*Delivery Disruption Event*” means an event outside of the control of Minerva Bunkering resulting in the suspension of the operation or function of an Offsetting Registry such that the retirement of all or any portion of the Carbon Offset Quantity is delayed beyond the Delivery Date.

“*Emission Factor*” means the emission factor applied by Minerva Bunkering to the total, actual quantity of MT of the specific Carbon Neutral Fuel delivered to Buyer (based on its direct combustion of the equivalent volume of GHG emissions) for purposes of determining the equivalent volume of Carbon Offsets necessary to cause the volume of Carbon Neutral Fuel to be carbon neutral.

“*End User*” means the party ultimately using or consuming the Carbon Neutral Fuels if such party is not the Buyer designated in a Contract.

“GHG” or “*greenhouse gases*” means, collectively, CO<sub>2</sub>, methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), sulfur hexafluoride (SF<sub>6</sub>), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and other greenhouse gases defined under applicable Offset Regulations.

“*GHG Reduction*” means a calculated decrease in GHG emissions relative to a Project baseline over a specified period of time.

“*GHG Reduction Methodologies and Standards*” means those methodologies approved by or which are consistent with the requirements and standards of any applicable Offsetting Registry Rules or Offset Regulations implemented as part of a Project, as well as those generally governing the operation of a Project.

“*Intermediary*” means a trader who contracts as a Buyer under a Contract for the purchase of Carbon Neutral Fuels with the intention of reselling Carbon Neutral Fuels either to an End User or another party who is, themselves, also an intermediary.

“*Marine Fuel*” means the bunkering or other fuel products stated in a Contract.

“*Minerva Bunkering*” means the Minerva Bunkering entity designated as the “Seller” under a Contract for the sale and delivery of Marine Fuels to a Buyer.

“*Minerva Bunkering Offset Program*” or “*the Program*” means the Carbon Offset program offered by Minerva Bunkering to Buyers of Marine Fuels under which, if elected by a Buyer at the time a Contract is entered into, such Buyer has elected to have the Marine Fuels designated as Carbon Neutral Fuel and following which purchase, in accordance with these COP Terms, the Buyer is to receive the Declaration Certificate.

“*Location*” has the meaning set out in Section 2(b) hereof.

“*MT*” means one (1) metric ton.

“*Offsetting Registry*” means the environmental registry and information system that tracks and is used for the retirement of Carbon Offsets generated, produced or created from or by a Project, and any successor tracking or registry system.

“*Offsetting Registry Rules*” mean the applicable rules, policies and procedures associated with the administration and operation of a particular Offsetting Registry, as amended from time to time and to which Minerva Bunkering is subject to at the time of the retirement of Carbon Offsets is made.

“*Offset Regulation(s)*” means, collectively, any law, order, rule, regulation, or program passed, implemented or put in place by any federal, state, provincial, municipal, local governmental authority or recognized industry organization for GHG Reduction (i) pursuant to which Carbon Offsets are produced, generated or otherwise created and (ii) a Buyer may have, whether at the time of entering into a Contract or thereafter, a requirement to obtain and retire Carbon Offsets for purchases of Marine Fuels.

“*Project*” means a physical project initiated, developed and operated in accordance with applicable Offsetting Registry Rules or Offset Regulations and into which GHG Reduction Methodologies and Standards are implemented such that Carbon Offsets are produced, generated or otherwise created.

“*Remedial Certificate of Retirement*” has the meaning set out in Section 4(d) hereof.

“*Retirement Date*” means the date upon which Minerva Bunkering submits to an Offsetting Registry all or the applicable portion of the Carbon Offset Quantity for retirement in accordance with the Offsetting Registry Rules or, if then applicable, Offset Regulations.

“*Unavailable Offsetting Registry*” has the meaning set out in Section 3(a) hereof.

“*Unretired Carbon Offset Volume*” has the meaning set out in Section 3(a) hereof.

## **2. Minerva Bunkering’s Obligations**

(a) Subsequent to the delivery of the Carbon Neutral Fuel from Minerva Bunkering to Buyer under a Contract and confirmation of the actual Carbon Fuel Quantity delivered thereunder, Seller shall undertake to identify the Carbon Offsets necessary to satisfy the Carbon Offset Quantity, including the timing of the retirement of such Carbon Offsets in accordance with these COP Terms.

(b) Minerva Bunkering shall only be obligated to acquire those Carbon Offsets which it deems appropriate for retirement in accordance with then applicable Offsetting Registry Rules or Offset Regulations, using its commercially reasonable efforts to satisfy a Buyer’s Preference; provided, however, Seller shall be under no firm obligation to acquire Carbon Offsets satisfying Buyer’s Preference if the full Carbon Offset Quantity cannot be obtained from Locations meeting Buyer’s Preference. In such circumstances, Minerva Bunkering will seek to acquire so much of the Carbon Offsets that are consistent with Buyer’s Preference; however, Buyer acknowledges and agrees that Minerva Bunkering’s acquisition and retirement of Carbon Offsets from Locations other than those meeting Buyer’s Preference shall not, under any circumstance, be a default by Minerva Bunkering under these COP Terms or under a Contract

if a Declaration Certificate evidencing the retirement of the full volume of the Carbon Offset Quantity still provides Buyer with the ability to assert it has purchased a Carbon Neutral Fuel under the Program.

(c) To the extent Buyer has not advised Minerva Bunkering of a Buyer's Preference or such Buyer's Preference is not otherwise reflected in a Contract, Minerva Bunkering shall have no restrictions on the Location from which Carbon Offsets are to be acquired for retirement under the Program.

(d) If, under a Contract, Carbon Neutral Fuel is sold to an Intermediary, Minerva Bunkering shall only be obligated to issue a Declaration Certificate to the Intermediary. Minerva Bunkering shall have no obligation to deliver a Declaration Certificate to a party other than the Intermediary or to otherwise have reflected the name of any third party in the Declaration Certificate even if advised by the Intermediary of the name of its customer or End User. Minerva Bunkering makes no representations or warranties that a Declaration Certificate is assignable by an Intermediary or that any benefit would be acquired by its customer or any End User if a Declaration Certificate were to be sold, transferred and/or assigned by the Intermediary to any such customer or End User.

(e) For the avoidance of doubt, as to the purchase of Carbon Neutral Fuels under the Program in accordance with a Contract to which these COP Term are applicable, (i) Minerva Bunkering is only obligated to deliver a Declaration Certificate to a Buyer in accordance with these COP Terms and (ii) under no circumstance shall a Contract create an obligation by Minerva Bunkering to acquire for and deliver to Buyer any Carbon Offsets or is a Buyer purchasing Carbon Offsets or the right to the acquisition of Carbon Offsets from Minerva Bunkering or any affiliate of Minerva Bunkering. To the extent Buyer has designated its purchase under a Contract as a purchase of Marine Fuels not under the Program, these COP Terms shall not be applicable and Buyer is free to acquire Carbon Offsets for its own account from any third party source or otherwise establish its own account(s) with any Offsetting Registries to acquire and retire Carbon Offsets.

(f) Subject to Section 3 below, Minerva Bunkering will retire the Carbon Offsets in accordance with the, as applicable, Offsetting Registry Rules or Offsetting Regulations and deliver the Declaration Certificate on the Delivery Date. Delivery will be made in accordance with the notice instructions set out in a Contract, unless Buyer notifies Minerva Bunkering in advance of the Delivery Date in writing of a different address or method of delivery for a Declaration Certificate.

### **3. Offsetting Registry Unavailability; Claims; Delayed Delivery Date**

(a) (i) Minerva Bunkering may use more than one (1) Offsetting Registry to fulfill its obligations to deliver the Declaration Certificate. Further, subject to the events set out in clause (ii) below, Minerva Bunkering shall not be required to deliver to Buyer a Declaration Certificate for less than the full Carbon Offset Quantity or to deliver more than one (1) Declaration Certificate for any particular Contract.

(ii) in the event an Offsetting Registry through which retirement of all or a portion of the Carbon Offset Quantity is to be made hereunder should suffer, prior to the Delivery Date, a Delivery Disruption Event (thereby becoming an "*Unavailable Offsetting Registry*"), Minerva Bunkering shall be excused from retirement of that portion of the Carbon Offset Quantity scheduled to be retired through the Unavailable Offsetting Registry (the "*Unretired Carbon Offset Volume*"), as well as the delivery of a Declaration Certificate for such Unretired Carbon Offset Volume, for as long as such Delivery Disruption Event continues. As soon as the Delivery Disruption Event has ceased and the Unavailable Offsetting Registry is available, Minerva Bunkering's obligation to retire the Unretired Carbon Offset Volume shall be reinstated, such Unretired Carbon Offset Volume shall then be retired and a Declaration Certificate shall be delivered to Buyer no later than five (5) Banking Days after such retirement has occurred. In the foregoing circumstances and if timing permits, Minerva Bunkering shall use its commercially reasonable efforts to acquire Carbon Offsets equal to the Unretired Carbon Offset Volume which are capable of being retired through an Offsetting Registry that is not an Unavailable Offsetting Registry such that Minerva Bunkering is able to provide the Declaration Certificate for the full volume of the Carbon Offset Quantity by the original **Delivery Date.**

(b) If any dispute between Buyer and Minerva Bunkering as to the particular Marine Fuel delivered to Buyer should arise prior to the Delivery Date under a Contract, including any payment dispute, then Minerva Bunkering shall have no obligation to retire the Carbon Offset Quantity and deliver to Buyer a Declaration Certificate, and the Delivery Date shall be automatically extended until the dispute has been resolved to the mutual satisfaction of Minerva Bunkering and Buyer. If a dispute arises as to the quality of the Marine Fuel and any debunkering or offloading of the Marine Fuel from the Vessel is made for the account of Minerva Bunkering, the Carbon Offset Quantity shall be reduced to an amount equal to any volume of the Marine Fuel retained and/or previously consumed by Buyer, if any, such that the retirement of the Carbon Offset Quantity and a Declaration Certificate delivered under a Contract shall only reflect retirement of Carbon Offsets equivalent, as determined by the Emission Factor, to any such retained and/or consumed volume of Marine Fuel, such that Buyer may represent that such retained and/or previously consumed Marine Fuel may qualify as Carbon Neutral Fuel under the Program. If all Marine Fuel previously delivered to Buyer is debunkered or offloaded for the account of Minerva Bunkering, the obligation of Minerva Bunkering to obtain Carbon Offsets equal to the volume of the originally delivered Marine Fuel, to retire any such Carbon Offsets and to deliver a Declaration Certificate to Buyer shall be automatically extinguished and Buyer shall have no rights to enforce these COP Terms against Minerva Bunkering or any of its affiliates. Further, no obligation of Minerva Bunkering or any of its affiliates under these COP Terms shall arise in relation to a Buyer's purchase or other acquisition of any replacement Marine Fuels purchased or otherwise acquired from any third party as a replacement for all or any portion of the Marine Fuels previously purchased from Minerva Bunkering.

(c) If, prior to the delivery of Marine Fuel to Buyer under a Contract, Buyer and Minerva Bunkering agree to the termination of such Contract, the obligation of Minerva Bunkering to obtain Carbon Offsets equal to the volume of the Marine Fuel reflected in such terminated Contract, to retire any such Carbon Offsets and to deliver a Declaration Certificate to Buyer shall be automatically extinguished.

(d) If, prior to the Delivery Date, any Offset Regulation is enacted, amended, modified or revoked and such enactment, amendment, modification or revocation has the effect of (i) changing the retirement scheme under any such Offset Regulation or, if applicable, under any Offsetting Registry Rules, such that the ability of Minerva Bunkering to acquire and/or retire the corresponding Carbon Offset Quantity becomes impossible or impracticable, (ii) making a Contract, these COP Terms and/or the Program illegal or unenforceable, (iii) eliminating the existence of an Offsetting Registry or Carbon Offset(s), generally or from any Location, under such Offset Regulation or (iv) implementing a new scheme for Carbon Offsets and/or GHG Reductions for the shipping industry as a whole or for the sale of Marine Fuels specifically (the foregoing being an "*Affecting New Offset Regulation*"), whether or not any such Affecting New Offset Regulation adversely impacts the Emission Factor, Minerva Bunkering and Buyer agree to negotiate in good faith to amend the applicable provisions of a Contract to conform with such Affecting New Offset Regulation in order to maintain the original intent hereunder such that the Marine Fuels intended to be delivered under such Contract shall remain subject to the Program and qualify as Carbon Neutral Fuels. In the event any such Affecting New Offset Regulation shall adversely impact a Buyer's Preference, Minerva Bunkering shall be relieved of any obligation to conform its retirement of Carbon Offsets from the Location designated by Buyer and the retirement of a Carbon Offset Quantity from another Location and/or retired through a different Offsetting Registry, shall not be a default by Minerva Bunkering under a Contract or these COP Terms.

#### **4. Representations and Warranties; Indemnities; Liability; Limitation of Liability.**

(a) Minerva Bunkering represents and warrants that (i) a Certificate of Retirement shall reflect the actual number of Carbon Offsets retired for Buyer by Minerva Bunkering with the Offsetting Registry or Offsetting Registries in accordance with, as applicable, the applicable Offsetting Registry Rules or Offset Regulations for the particular Carbon Offsets reflected therein and (ii) the Declaration Letter only provides Buyer with a summary of the information reflected in any such Certificate of Retirement delivered to Buyer under the Program and does not, by itself and without the attachment of each applicable Certificate of Retirement, create any representations or warranties separate and apart from those set out in each such

Certificate of Retirement attached thereto, including any compliance by Minerva Bunkering with the Program or these COP Terms.

(b) EXCEPT AS SET OUT IN CLAUSE 4(a) ABOVE, MINERVA BUNKERING MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CARBON OFFSETS, ANY OFFSETTING REGISTRY, ANY OFFSETTING REGISTRY RULES, ANY OFFSET REGULATIONS OR A DECLARATION CERTIFICATE UNDER A CONTRACT OR THESE COP TERMS, OR THAT A DECLARATION CERTIFICATE IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE BEYOND THAT FOR WHICH IT WAS DELIVERED TO BUYER IN ACCORDANCE WITH THE PROGRAM. MINERVA BUNKERING MAKES NO REPRESENTATION OR WARRANTY THAT A DECLARATION CERTIFICATE OR, SEPARATELY, ANY CERTIFICATE OF RETIREMENT IF SOLD, TRANSFERRED, OR ASSIGNED BY BUYER TO ANY THIRD PARTY, WILL PROVIDE ANY SUCH THIRD PARTY ANY BENEFITS OR RIGHTS, INCLUDING BUT NOT LIMITED TO, ANY SUCH THIRD PARTY BEING ABLE TO CLAIM OR ASSERT A CLAIM UNDER ANY OFFSETTING REGISTRY RULES OR OFFSET REGULATION THAT ITS ACQUISITION OF A DECLARATION CERTIFICATE OR, SEPARATELY, ANY CERTIFICATE OF RETIREMENT AFFORDS IT ANY RIGHTS TO ANY CLAIMS THAT SUCH THIRD PARTY HAS ACQUIRED FOR ITS OWN ACCOUNT ANY CARBON OFFSETS, RETIRED FOR ITS OWN ACCOUNT ANY CARBON OFFSETS, COMPLIED WITH ANY APPLICABLE OFFSETTING REGISTRY RULES OR OFFSET REGULATIONS, AS APPLICABLE, FOR THE ACQUISITION OR RETIREMENT OF ANY CARBON OFFSETS OR HAS OTHERWISE CAUSED ANY GHG REDUCTION TO OCCUR FOR ANY MARINE FUELS IT MAY HAVE OBTAINED FROM BUYER, WHETHER DIRECTLY OR THROUGH SUBSEQUENT SALES OF SUCH MARINE FUELS PURCHASED FROM MINERVA BUNKERING.

(c) Buyer agrees to indemnify and hold harmless Minerva Bunkering and its affiliates from and against any and all claims, causes of action, losses, costs and expenses (including attorney's fees and expenses) asserted against Minerva Bunkering or any of its affiliates, including any director, officer, employee or agent of either of the foregoing, by (i) Buyer that a Declaration Certificate or, individually, a Certificate of Retirement or Declaration Letter, serves as confirmation of anything more than the retirement for the benefit of Buyer under a Contract of the designated Carbon Offsets and GHG Reductions provided for, as applicable, under applicable Offsetting Registry Rules or Offset Regulations or (ii) any third party arising from or related to a sale, transfer and/or assignment by Buyer of a Declaration Certificate, or individually a Certificate of Retirement or Declaration Letter, delivered under a Contract to Buyer to any third party, which, for this Clause 4(c) shall include any affiliate of Buyer.

(d) Nothing in these COP Terms shall create or be deemed to create liability as to Minerva Bunkering or any of its affiliates in relation to the Marine Fuels to be delivered under any Contract, which liability and the limitations there to are as set out in the applicable Contract. To the extent these COP Terms are specifically intended to be a part of such Contract on the effective date thereof and designated as such in such Contract, the sole obligation of Minerva Bunkering under these COP Terms shall be as set out in Section 2 hereof, subject to the provisions of Sections 3(c) and (d). Buyer hereby acknowledges and agrees that, save for the foregoing obligations, Minerva Bunkering shall have no other obligations under these COP Terms, and shall have no liability to Buyer for any consequential, indirect, punitive, or special damages, including, but not limited to, any lost profit, damage to reputation or any other loss arising from or otherwise associated with its public image or any representation made by Buyer that the Marine Fuels acquired under a Contract are Carbon Neutral Fuels. Buyer's sole and exclusive remedy for the failure of Minerva Bunkering to deliver a Declaration Certificate to Buyer by the Delivery Date shall be limited to the actual, direct costs incurred by Buyer to acquire, whether directly or through a third party, the Carbon Offset Quantity and to retire such Carbon Offset Quantity through an Offsetting Registry under such Offsetting Registry's Rules such that Buyer receives a Certificate of Retirement (the "*Remedial Certificate of Retirement*") enabling it to designate the actual quantity of Marine Fuels purchased from Minerva Bunkering or, if applicable, retained and/or consumed by Buyer under a Contract as Carbon Neutral Fuels, which Remedial Certificate of Retirement is to be obtained by Buyer no later than [fifteen (15)] business days following the original Delivery Date (as modified under Section 3). The reasonable costs and expenses incurred by Buyer for the foregoing actions shall be invoiced to Minerva Bunkering by Buyer within [five (5)] business days of the date of Buyer's receipt of the Replacement Certificate of Retirement, which invoice

shall have attached thereto a copy of such Replacement Certificate of Retirement. Payment of the foregoing invoice shall be made by Minerva Bunkering within ten (10) business days of its receipt of such invoice.

## **5. General Provisions.**

(a) Governing Law: These COP Terms shall be governed by and construed in accordance with:

- (i) If the seller of the Carbon Neutral Fuel is Minerva Bunkering (USA) LLC, the laws of the State of New York, without regard to its conflict of law principles and in which event Minerva Bunkering and Buyer irrevocably submit to the exclusive jurisdiction of the courts located in the Borough of Manhattan, City of New York, State of New York, USA for any claims, actions or proceedings arising out of or related to the Declaration Certificate or its delivery to Buyer; or
- (ii) If the seller of the Carbon Neutral Fuel is Minerva Bunkering Pte Ltd, the law of England and Wales and in which event Minerva Bunkering and Buyer irrevocably submit to the exclusive jurisdiction of the English courts for any claims, actions or proceedings arising out of or related to the Declaration Certificate or its delivery to Buyer.

(b) To the extent of any conflict between these COP Terms and the terms and conditions of a Contract, these COP Terms shall control.

(c) The section titles in these COP Terms are only for purposes of convenience and do not form a part of these COP Terms.

(d) At any time or from time to time, Minerva Bunkering reserves the right to amend or modify the terms of the Program or these COP Terms; provided, however, unless due to the implementation during the term of a Contract of an Affecting New Offset Regulation, no such amendment or modification shall be effective during the term of a Contract. Likewise, Minerva Bunkering reserves the right to terminate the Program at any time or from time to time in its sole discretion.

(e) These COP Terms form a part of the Contract under which Minerva Bunkering has sold to Buyer the Marine Fuels and Buyer has specifically designated such purchase to be of Carbon Neutral Fuels under the Program. Under the forgoing circumstances, these COP Term shall be deemed to have been incorporated into such Contract for all purposes and as if the provisions hereof were separately set out in such Contract, subject in all cases to the provisions of Section 5(a) above, which shall be controlling as to the Declaration Certificate and its delivery to Buyer.

(f) As to the purchase by Buyer of Carbon Neutral Fuels from Minerva Bunkering or its affiliates, these COP Terms set forth all of the terms and conditions relative to the obligations of Minerva Bunkering, if the sale of Marine Fuels is to be a Carbon Neutral Fuel sale, for the delivery of the Declaration Certificate and shall supersede any prior discussions, negotiations, proposals, or expressions of interest between Minerva Bunkering and Buyer relative to the purchase by Buyer of Carbon Neutral Fuels, including, but not limited to, any and all marketing materials presented by Minerva Bunkering as to the Program and the components thereto, whether any such marketing materials are presented to Buyer orally or in writing or are otherwise posted by Minerva Bunkering to its website or any other electronic sources to which Buyer has or may have had access.

(g) These COP Terms may not be amended or modified in any respect by the terms and conditions of a Contract to which these COP Terms are to be applicable, including, to the extent applicable, any Contract providing for automatic approval or consent by the person to whom such Contract has been delivered in absence of a timely response or signature by such receiving party.