



Minerva Bunkering Carbon Offset Services Program Terms and Conditions 2021

These **Minerva Bunkering Carbon Offset Services Program Terms and Conditions** (“COSP Terms and Conditions” or “COSP Terms”) shall apply to and be incorporated into and made a part of each Contract for the Services (as defined in these COSP Terms) into by Minerva Bunkering and a Customer to whom the Services are being provided 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 Customer.

1. Definitions.

Capitalized terms used in these COSP 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.

“*Business Day*” means a day other than a Saturday, Sunday or day on which commercial banks located in the City of New York, New York are open for general business.

“*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 Customer 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.

“*CO₂*” or “*carbon dioxide*” is a colorless, odorless gas that is present in the atmosphere and is formed when any fuel containing carbon is burned.

“*CO₂e*” or “*Carbon Dioxide Equivalent*” is a unit of measurement of a GHG’s global warming potential (“*GWP*”) compared to CO₂’s GWP, which is one (1).

“*Customer*” means any customer of Minerva Bunkering to whom the Services are being provided under a Contract.

“*Contract*” means any contract, confirmation or other document between Minerva Bunkering and a Customer pursuant to which Minerva Bunkering has agreed to provide the Services to Customer.

“*Delivery Date*” means either (i) that date set out in the Contract, if any, upon which the Certificate of

Retirement is to be delivered to Customer, subject to delay or extension of such time as provided for in Section 3 hereof, or, or (ii) if no such date is specified in the Contract, the actual date upon which Minerva Bunkering delivers the Certificate of Retirement to Customer.

“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 any Delivery Date agreed to in a Contract.

“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 Customer (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 Customer designated in a Contract.

“GHG” or *“greenhouse gases”* means, collectively, CO₂, methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), 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.

“Marine Fuel” means the bunkering or other fuel products acquired and consumed by Customer prior to the Transaction Date. For the avoidance of doubt, the Services do not include a purchase of Marine Fuel from Minerva Bunkering.

“Minerva Bunkering” means the Minerva Bunkering entity designated as the “Minerva Bunkering” under a Contract with a Customer.

“Minerva Bunkering Offset Program” or *“the Program”* means the Carbon Offset program offered by Minerva Bunkering to Customers through the provision of the Services in accordance with these COSP Terms.

“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 Customer 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.

“*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.

“*Services*” means the undertaking by Minerva Bunkering of the obligations set out in Section 2 hereof for purposes of completing the transaction more fully set out in the Contract.

“*Transaction Date*” has the meaning set out in the Contract.

“*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) Minerva Bunkering shall undertake to identify the Carbon Offsets necessary to satisfy the Carbon Offset Quantity.

(b) Minerva Bunkering shall only be obligated to acquire those Carbon Offsets which it deems appropriate for retirement in accordance with the then applicable Offsetting Registry Rules or Offset Regulations and shall not, under any circumstance, be obligated to acquire Carbon Offsets from any particular Project or Projects, unless any such Project is or Projects are specifically identified in the Contract.

(c) Minerva Bunkering shall have no obligation to deliver a Certificate of Retirement to a party other than the Customer or to otherwise have reflected the name of any third party on the Certificate of Retirement even if advised by the Customer of the name of its customer or End User. Minerva Bunkering makes no representations or warranties that a Certificate of Retirement is assignable by Customer or that any benefit would be acquired by its customer or any End User if a Certificate of Retirement were to be sold, transferred and/or assigned by Customer to any such customer or End User.

(d) For the avoidance of doubt, (i) Minerva Bunkering is only obligated to deliver a Certificate of Retirement to Customer in accordance with the Contract and these COSP Terms and (ii) under no circumstance shall the Contract create an obligation by Minerva Bunkering to acquire for and deliver directly to Customer any Carbon Offsets or is a Customer purchasing Carbon Offsets or the right to the acquisition of Carbon Offsets from Minerva Bunkering or any affiliate of Minerva Bunkering.

(e) Subject to Section 4 below, Minerva Bunkering will retire the Carbon Offsets in accordance with the Offsetting Registry Rules or Offsetting Regulations, as applicable, and deliver the Certificate of Retirement on the Delivery Date. Delivery will be made in accordance with the foregoing Offsetting Registry Rules or Offsetting Regulations, as applicable.

3. Customer Obligations.

(a) Customer shall deliver to Minerva Bunkering documentation confirming the quantity of Marine Fuel burned or consumed for purposes of enabling Minerva Bunkering to establish and retire the applicable Carbon Offset Quantity for issuance of the Certificate of Retirement.

(b) Customer shall be obligated to make payment to Minerva Bunkering for the Services provided to Customer, which payment is to be made within five (5) Business Days of the earlier to occur of (i) the Delivery Date of the Certificate of Retirement or (ii) Customer’s receipt of an invoice from Minerva Bunkering. The failure of Customer to make timely payment to Minerva Bunkering for the Services

shall be a default under the Contract and these COSP Terms and, if payment is not made within five (5) Business Days of the receipt by Customer of written notice of such non-payment, Minerva Bunkering shall be entitled to enforce, at the sole cost and expense of Customer, all rights at law or in equity available to Minerva Bunkering for the collection of all sums outstanding and due and owing to Minerva Bunkering.

4. 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 Certificate of Retirement. Further, subject to the events set out in clause (ii) below, Minerva Bunkering shall not be required to deliver to Customer a Certificate of Retirement for less than the full Carbon Offset Quantity or to deliver more than one (1) Certificate of Retirement.

(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 Certificate of Retirement 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 Certificate of Retirement shall be delivered to Customer no later than five (5) Business 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 Certificate of Retirement for the full volume of the Carbon Offset Quantity by the original Delivery Date.

(b) 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 the Contract illegal or unenforceable, (iii) eliminating the existence of an Offsetting Registry or Carbon Offset(s), generally or from any particular Project, 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 GHG Reductions as to 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 Customer agree to negotiate in good faith to amend the applicable provisions the Contract to conform with such Affecting New Offset Regulation in order to maintain the original intent hereunder as to the Services.

5. Representations and Warranties; Indemnities; Liability; Limitation of Liability.

(a) Minerva Bunkering represents and warrants that a Certificate of Retirement shall reflect the actual number of Carbon Offsets retired for Customer by Minerva Bunkering consistent with the provisions of the Contract.

(b) Customer represents and warrants to Minerva Bunkering that (i) all information provided to Minerva Bunkering as confirmation of the Consumed Marine Fuel Quantity is accurate and complete in all respects and that Minerva Bunkering may rely on all such information and documentation in carrying out the Services hereunder, without any duty of investigation or inquiry into the accuracy or completeness of such information and documentation; (ii) the Consumed Marine Fuel Quantity is not the subject of any dispute between Customer and any third party such that the full volume of the Consumed Marine Fuel Quantity is subject to being increased or decreased at any time subsequent to the Delivery of the Certificate of Retirement; and (iii) Customer has not and will not, prior to the Delivery Date of the Certificate of Retirement, sold, transferred, assigned or otherwise conveyed to any third party any right Customer has or

may have in and to the Consumed Marine Fuel Quantity or any claim associated with the Consumed Marine Fuel Quantity, including, any sale, transfer, assignment or other conveyance of any right to the Services provided under the Contract or the right to receive the Certificate of Retirement in connection therewith.

(c) EXCEPT AS SET OUT IN CLAUSE 5(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 CERTIFICATE OF RETIREMENT PROVIDED UNDER THE CONTRACT OR IN ACCORDANCE WITH THE COSP TERMS, OR THAT A CERTIFICATE OF RETIREMENT IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE BEYOND THAT FOR WHICH IT WAS DELIVERED TO CUSTOMER IN ACCORDANCE WITH THE CONTRACT AND THESE COSP TERMS. MINERVA BUNKERING MAKES NO REPRESENTATION OR WARRANTY THAT A CERTIFICATE OF RETIREMENT IF SOLD, TRANSFERRED, OR ASSIGNED BY CUSTOMER 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 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 CONSUMED OR BURNED AT ANY TIME PRIOR TO THE ISSUANCE OF ANY SUCH CERTIFICATE OF RETIREMENT.

(d) Customer 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) Customer that a Certificate of Retirement serves as confirmation of anything more than the retirement for the benefit of Customer of the designated Carbon Offsets Quantity 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 Customer of a Certificate of Retirement delivered hereunder to Customer to any third party, which, for this Section 5(d) shall include any affiliate of Customer.

(e) Customer hereby acknowledges and agrees that, save for the foregoing obligations, Minerva Bunkering shall have no other obligations under the Contract and these COSP Terms, and shall have no liability to Customer 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 Customer that the Consumed Marine Fuel Quantity is or ever was a carbon neutral product. Customer's sole and exclusive remedy for the failure of Minerva Bunkering to deliver a Certificate of Retirement to Customer by the Delivery Date shall be limited to the actual, direct costs incurred by Customer 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 Customer receives a Certificate of Retirement (the "*Remedial Certificate of Retirement*") enabling it to designate, for its own purposes, the Consumed Marine Fuel Quantity as a carbon neutral product, which Remedial Certificate of Retirement is to be obtained by Customer no later than fifteen (15) Business Days following the original Delivery Date (as modified under Section 4). The actual and reasonable costs and expenses incurred by Customer for the foregoing actions shall be invoiced to Minerva Bunkering by Customer within five (5) Business Days of the date of Customer's receipt of the Remedial Certificate of Retirement, which invoice shall have attached thereto a copy of such Remedial 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.

6. General Provisions.

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

- (i) If Minerva Bunkering (USA) LLC is providing the Services, the laws of the State of New York, without regard to its conflict of law principles and in which event Minerva Bunkering and Customer 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 Contract, the Certificate of Retirement or its delivery to Customer; or
 - (ii) If Minerva Bunking Pte Ltd is providing the Services, the laws of England and Wales and in which event Minerva Bunkering and Customer irrevocably submit to the exclusive jurisdiction of the English courts for any claims, actions or proceedings arising out of or related to the Contract, the Certificate of Retirement or its delivery to Customer.
- (b) To the extent of any conflict between these COSP Terms and the terms and conditions of a Contract, these COSP Terms shall control.
- (c) The section titles in these COSP Terms are only for purposes of convenience and do not form a part of these COSP 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 COSP 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 COSP Terms form a part of the Contract under which Minerva Bunkering is providing the Services to Customer. Under the forgoing circumstances, these COSP Terms 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 Certificate of Retirement and its delivery to Customer.
- (f) As to the purchase by Customer of the Services from Minerva Bunkering, these COSP Terms set forth all of the terms and conditions relative to the obligations of Minerva Bunkering for the delivery of the Certificate of Retirement and shall supersede any prior discussions, negotiations, proposals, or expressions of interest between Minerva Bunkering and Customer relative to the provision of such Services, 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 Customer orally or in writing or are otherwise posted by Minerva Bunkering to its website or any other electronic sources to which Customer has or may have had access.
- (g) These COSP Terms may not be amended or modified in any respect by the terms and conditions of a Contract to which these COSP 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.