

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF AGENCY SERVICES

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1. Definitions

“Affiliate” means:

(i) in the case of the Agent, Maritime Agency – MED-SEA SHIPPING ALGERIA SARL or any company owned or controlled by Maritime Agency – MED-SEA SHIPPING ALGERIA SARL or any company managed by Maritime Agency – MED-SEA SHIPPING ALGERIA SARL pursuant to a management agreement irrespective of whether such company is owned or controlled by Maritime Agency – MED-SEA SHIPPING ALGERIA SARL; and

(ii) in the case of the Company, any company owned or controlled by the Company or its ultimate parent.

“Agency Appointment” means a request for Services by the Company following the issue of the Proforma Disbursement Account.

“Agent” means (as applicable) Maritime Agency – MED-SEA SHIPPING ALGERIA SARL or the Affiliate of Maritime Agency – MED-SEA SHIPPING ALGERIA SARL that has entered into a Port Call Appointment with a Company for the provision of the Services.

“Company” means any relevant legal or natural person entering into any Port Call Appointment with the Agent for the provision of any Services.

“Confidential Information” means each item of confidential and proprietary information, and the intellectual property rights therein, disclosed by one party to another, including without limitation any financial information, procurement and purchasing requirements, business forecasts, sales and marketing plans and information and customer lists relating to that party or any of its Affiliates.

“Disbursements” means any and all amounts which the Agent (or a sub-agent appointed pursuant to Condition 5) pays out to a third party on behalf of the Company in relation to the Services, including, but not limited to any VAT, sales taxes and other applicable taxes and charges.

“Final Disbursement Account” means an account produced by the Agent which describes the Disbursements which have been incurred by the Agent in providing of the Services and

the related commissions and fees for the Services and other sums owed by the Company to the Agent or any legal person nominated by the Agent in relation to the Services.

“Force Majeure” shall have the meaning given to it in Condition 14.

“Pre-funding” shall have the meaning given to it in Condition 7.

“Proforma Disbursement Account” means an estimated account produced by the Agent based upon the Services initially requested by the Company and which set out the estimated Disbursements which will be incurred by the Agent in providing of the Services and the related estimated commissions and fees that will be charged by the Agent for the provision of the Services.

“Port Call Appointment” means any agreement for the provision of Services entered into between the Agent and the Company upon these Standard Terms and Conditions, as amended from time to time, which is formed following the acceptance of an Agency Appointment by the Agent.

“Public Official” means:

(i) any official or employee of any government agency or government-owned or controlled enterprise;

(ii) any person performing a public function;

(iii) any official or employee of a public international organisation;

(iv) any candidate for political office; or

(v) any political party or an official of a political party.

“Revised Disbursement Account” means a revised estimate of Disbursements and the related estimated commissions and fees that will be charged by the Agent for the provision of the Services, which is issued after the Services have commenced, and after the Proforma Disbursement Account, due to an increase or other variation to the scope of Services.

“Services” means all or some of the services, that Agent is entitled to provide the Company, to be precise – service and actions that accompany it; that estimated by the parties` prior agreement, Port Call Appointment, Agency Appointment; as well as such that are stipulated in Proforma Disbursement Account, Revised Disbursement Account, Final

Disbursement Account; including all services provision which was documentary submitted by the Agent.

“**Taxes**” means all taxes, charges, imposts, customs duties, levies, and other charges of any kind payable to any governmental, fiscal or taxing authority anywhere in relation to the provision of the Services, except for taxes on the Agent’s own income.

2. General conditions.

2.1. The Company hereby appoints the Agent as its agent for all maritime services and vessels either owned or chartered.

2.2. This Standard Terms and Conditions shall come into effect on the receipt of electronic nominating notice for a Service provision for a particular vessel, what equates the acceptance of this Standard Terms and Conditions, and shall continue to the fulfillment of liabilities according to the nomination. This Standard Terms and Conditions is a public offer.

2.3. The Company undertakes not to appoint any other agents in the Agent's Territory for the services provision defined by these Standard Terms and Conditions, the parties` agreement and other Agreements signed by a duly authorised representative of each of the parties.

3. Appointment and scope of work.

3.1. Following an initial request for Services by the Company, the Agent may issue a Proforma Disbursement Account relating to the Services requested.

3.2. If the Company wishes the Agent to provide the Services, it will issue an Agency Appointment. The Port Call Appointment shall be formed when the Agent confirms its acceptance in writing of an Agency Appointment. In such circumstances, the Company appoints the Agent to provide the Services described in the Agency Appointment or otherwise agreed to be provided by the Agent to the Company, in consideration of payment by the Company of the applicable commissions, fees and Disbursements.

3.3. For the avoidance of doubt, each Port Call Appointment forms a separate contract between the Agent and the Company (subject to terms of these Standard Terms and Conditions), and no Agent Affiliate or Company Affiliate shall in any event be jointly and severally liable for any obligations under any Port Call Appointment, unless otherwise is explicitly stated in these Standard Terms and Conditions.

4. Agent`s obligations.

4.1. In relation to the Services to be provided by the Agent, the Agent undertakes:

- (a) to exercise reasonable skill and care in the performance of its responsibilities;
- (b) to use reasonable endeavours to comply with the Company's reasonable requirements in relation to the performance of the Services; and
- (c) in consultation with the Company, to recommend and/or appoint on the Company's behalf stevedores, watchmen, tallymen, hauliers and other third party suppliers (each a "**Service Provider**" and the services to be provided by the Service Provider to Company to be known as "**Service Provider Services**");
- (d) to supervise and coordinate all activities of Port, Inland Agents and/or Sub-Agents in order to ensure the proper performance of all required operations on the Company's vessel;
- (e) to arrange for an efficient rotation of vessels, in compliance with the Company's instructions;
- (f) to liaise with Port Agents and/or Sub-Agents if and where required, in arranging for such matters as bunkering, repairs, crew changes, ship's stores, spare parts, technical, nautical, medical assistance and consular requirements.
- (g) to inform the vessel's captain about competent law firm to provide legal assistance to vessel and crew matters upon request.

4.2. For the avoidance of doubt, where the Agent appoints a Service Provider on the Company's behalf, it will do so in the capacity as the Company's agent and the Agent will not have any responsibility for the performance of or negligent acts or defaults of any such Service Provider. The Agent will provide the Company with reasonable co-operation in relation to any dispute between the Company and the Service Provider.

5. Sub-agents.

5.1. The Agent shall be entitled, without prior consultation, to appoint sub-agents to perform any part of the Services and such sub-agents may enter contracts with Service Providers on behalf of the Company as if they were the Agent. The Agent shall remain responsible for the actions of its sub-agents in relation to the Services.

5.2. In ports or terminals where the choice of port/terminal agent is restricted by that port or terminal or other applicable governing body, the Agent accepts no responsibility for the actions of said port/terminal agents nor can Agent accept responsibility for their commission, fees or expenses. In such circumstances the port/terminal agent will be appointed by the Agent on behalf of, and for the account of, the Company. The port/terminal agent will not be the sub-agent to the Agent.

6. Company's obligations.

6.1. In relation to the applicable Services, the Company undertakes to (in addition to its other obligations set out herein):

(a) well in advance of the time at which the Services are to be provided, to provide in writing all necessary information and documentation (including as to cargo) to the Agent in order for it to provide the Services on a timely basis; and

(b) pay the Pre-Funding (as described in Condition 6) prior to the commencement of the Services and in any case provide the Agent on its request with all necessary funds to cover any fees and Disbursements.

7. Remuneration.

7.1. The Company undertakes to pay to the Agent, as consideration for the Services provided by the Agent, the commissions and fees agreed between the parties and a sum equivalent to all Disbursements (subject, in the case of Disbursements, to the Agent providing reasonable and documented evidence that such Disbursements have been incurred). The Company pays all owed to the Agent Disbursements, commissions and fees exceptionally into account stated by the Agent, agreed by the parties. Agent shall change the account for a remuneration of all incurred charges by giving a prior notice to the Company in a period sufficient for a timely transfer.

7.2. Unless expressly agreed otherwise between the parties in writing, the Company must pay to the Agent one hundred percent (100%) of the value of the Proforma Disbursement Account prior to the Agent commencing the Services (with any sum paid in advance by the Company known as the "**Pre-funding**"). The parties may agree that the Pre-funding should be lower than one hundred percent (100%) of the Proforma Disbursement Account value. In any case, the Pre-funding must be paid into a bank account specified by the Agent in cleared funds.

7.3. Should the Company fail to pay the Pre-funding to the Agent at the agreed level in cleared funds, the Agent shall be entitled to refuse to provide some or all of the Services. Nevertheless, if the Agent does provide some or all of the Services despite the Company's failure to pay the agreed Pre-funding, the Company will remain liable to pay the Agent all fees, commissions and Disbursements in relation to the Services.

7.4. Should the scope of the Services increase following the formation of the Port Call Appointment, or if it appears that the Pre-funding will be lower than the actual

Disbursements and commissions, the Agent shall be entitled to issue one or more Revised Disbursement Accounts specifying a further sum which is required to be paid by the Company prior to the provision of the relevant Services. The Company shall pay such amounts specified in the Revised Disbursement Account and such sums shall be deemed to be part of the Pre-funding.

7.5. Following the completion of the Services, the Agent shall submit to the Company a Final Disbursement Account, taking into account any Pre-funding which has been received by the Company in cleared funds. The Company shall pay any such balance stated in the Final Disbursement Account. Any commissions, fees, Disbursements and/or other sums owed by the Company which become due following the issue of the Final Disbursement Account shall also be payable by the Company following the Agent providing reasonable and documented evidence that such sums are payable. If the sums due by the Company to the Agent are lower than the level of Prefunding obtained in clear funds by the Agent, the Agent shall reimburse such excess to the Company.

7.6. All invoices issued by the Agent shall be payable by the Company within seven (7) days of the date of the invoice, unless otherwise agreed by the parties. Each Proforma Disbursement Account, Revised Disbursement Account and Final Disbursement Account shall be deemed to be invoices and therefore payable as described in this condition 7.6.

7.7. The Company is responsible for all Taxes. The Company shall fully indemnify the Agent in respect of any claims or expenses incurred in connection with such Taxes, including, but not limited to, any sum which is paid to a relevant authority on the Company's behalf by the Agent.

7.8. In case the Company fails to pay timely Disbursements, commissions and other charges owed to the Agent, the Agent is entitled to claim and recover, before as well as after judgment, presumptive damage according to the actual Law of Algeria. The Agent is entitled to claim on a full basis all charges and expenses incurred in reclamation of failed payments.

7.9. In the event that:

(a) any fees, commission, Disbursements or expenses due from the Company to the Agent under any Port Call Appointment remain outstanding following the expiry of the period for settlement of such invoices; and

(b) the Agent or any Affiliate of the Agent is in possession of funds belonging to the Company in any jurisdiction regardless of whether such funds were paid to the Agent or the relevant Affiliate of the Agent in connection with the relevant Port Call Appointment,

then the Agent and such Affiliate of the Agent may, at any time, set off such funds against the due and unpaid fees, commission, or Disbursements outstanding under the Port Call Appointment.

7.10. In the event that:

(a) the Agent or any Affiliate of the Agent is in possession of funds paid by the Company to the Agent or any Affiliate of the Agent under or in connection with a Port Call Appointment; and

(b) any sums, fees, payments, commissions, disbursements or expenses due from the Company to the Agent or any Affiliate of the Agent under any other contractual arrangement are outstanding,

then the Agent and/or such Affiliate of the Agent may, at any time, set off such funds against the due sums, fees, payments, commission, disbursements or expenses outstanding under the other contractual arrangement. Where the use of the funds for such set off results in insufficient cleared funds being available to the Agent to pay for actual or anticipated Disbursements, the Agent shall be entitled to refuse to provide some or all of the Services until such shortfall is made good by the Company (by additional Pre-funding or otherwise).

8. Limitation of liability.

8.1. Subject to condition 7.2., under no circumstances shall either party or any of their Affiliates be liable to the other for any of the following types of loss or damage arising under or in relation to these Standard Terms and Conditions for the Provision of Agency Services or any Port Call Appointment (whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise):

(a) any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, any loss of market, any loss or expense arising from detention or delay of a vessel or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or

(b) any indirect or consequential loss or damage whatsoever,

even if the parties were aware of the possibility that such loss or damage might be incurred.

8.2. In addition, the Agent and its Affiliates shall not be liable for any loss or damage (however caused) to cargo, vessels or other items which are placed in the Agent's or a sub-

agents possession or control, except where such loss or damage is caused by the negligence or default of the Agent or that Affiliate (as applicable).

8.3. Where loss, damage, cost or expense is suffered or incurred by the Company due to the act or omission of the Agent and another party or parties, the Agent's liability is further limited to its proportionate share of responsibility for loss, damage, costs and expenses suffered or incurred by the Company, having regard to the extent that any other party or parties has contributed to or is culpable for such loss, damage, costs and expenses with no account taken of any exclusion agreed between the Company and any other person or the ability of such other person to satisfy its liability to the Company.

8.4. Notwithstanding anything in this Agreement, the Agent or the Principal shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.

9. Indemnities.

9.1. Each party shall indemnify the other party against all liabilities, costs, expenses, damages and losses suffered or incurred by the other party arising out of or in connection with any death, personal injury or damage to property arising out of, or in connection with the acts or omissions of the first party, its employees, agents or subcontractors.

9.2. The Company hereby undertakes to keep the Agent and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the provision of the Service under these Standard Terms and Conditions, and against and in respect of all costs, loss, damage and expenses (including legal costs and expenses on a full indemnity basis) which the Agent may suffer or incur (either directly or indirectly) in the course of the provision of the Service under these Standard Terms and Conditions.

9.3. The Company shall at all times indemnify the Agent and its Affiliates and hold them harmless against all claims, charges, losses, damages and expenses which it may incur in connection with the Service Provider Services (including but not limited to any claim made by a Service Provider) or the performance by the Agent of the Services, unless any such claims, charges, losses, damages and expenses arises directly by reason of the misconduct, negligence or default of the Agent or the relevant Affiliate. If requested to do so by the Agent, the Company shall take over the conduct of any claim or dispute which may arise between the Agent (or an Affiliate of the Agent) and any third party which is subject to the indemnity in this condition 9.2.

9.4. If the Agent (or a sub-agent appointed pursuant to condition 5) at any time provides any bond, guarantee or other form of security to any customs or other local authorities in any

country in connection with the Services provided, the Company shall indemnify the Agent and hold it harmless from any claims made in relation to such bond, guarantee or other form of security, unless any such claim arises directly by reason of the misconduct, negligence or default of the Agent.

9.5. Without limiting the foregoing terms, if the Agent (or a sub-agent appointed pursuant to condition 5) finds itself, whether by law or otherwise in any country, jointly or severally liable for any liabilities of the Company or any other party seeks to hold it liable for any liabilities of the Company, then the Company shall indemnify the Agent and hold it harmless for any claims made in respect thereof and shall not in any way assert any claim for a contribution from the Agent.

10. Insurances.

10.1. The Agent shall provide its employees related to the provision of the Service to the Company with corresponding accident insurance policy.

10.2. Without limitation to its general obligation to maintain insurances, the Company shall ensure that each of its ships, vessels and cargo and other items which are placed in the Agent's or any Service Provider's possession or control in relation to the Services, are fully insured on an indemnity basis against loss, damage and destruction. The Company will provide the Agent with details of the relevant insurance policies upon request.

11. Confidentiality.

11.1. The parties agree to keep any Confidential Information confidential, not to use it for any purpose (other than in the context of the Services to be provided) and not to disclose it without the prior written consent of the other party to any third party, unless:

- (a) the information was public knowledge at the time of the disclosure;
- (b) the information becomes public knowledge other than by breach of the confidentiality undertaking contained in this condition 11.1.;
- (c) the information subsequently comes lawfully into its possession from a third party; or
- (d) required to do so by any laws or regulations to which the disclosing party is subject.

11.2. Notwithstanding condition 11.1, each party shall be entitled to disclose Confidential Information to its directors, shareholders, officers, employees, advisers and consultants having a need to know the same. The Agent may also disclose confidential information to potential assignees or transferees and may disclose confidential information for the

purposes of performing its obligations under the Port Call Appointment (such as disclosing information to any sub-agents, Service Providers, Affiliates or representatives of the Agent).

12. Assignment.

12.1. Neither party may assign or transfer any of its rights and obligations under any Port Call Appointment without the prior written consent of the other party, except that the Agent shall be entitled to assign or factor any debt owed to it from the Company under any Port Call Appointment to any Affiliate without further formality.

13. Termination.

13.1. Either party may terminate any Port Call Appointment with immediate effect if the other party to such Port Call Appointment has committed a material breach of its obligations under such Port Call Appointment. If such breach can be remedied, termination may only take place if the party in breach has been given 48 hours written notice of the breach and the breach remains unremedied. For the avoidance of doubt, non-payment of fees, commission or Disbursements due from the Company to the Agent shall amount to a material breach of a Port Call Appointment.

13.2. Any Port Call Appointment may be terminated with immediate effect by either party if the other party to such Port Call Appointment is declared bankrupt, becomes insolvent or is unable to pay debts as they fall due or, where the terminating party is the Agent, where the Agent reasonably believes that the Company will be declared bankrupt, become insolvent or be unable to pay debts as they fall due. In addition, either party may terminate the affected Port Call Appointment pursuant to the terms of Condition 14 and Condition 18.

13.3. Notwithstanding the foregoing, the Agent shall be entitled to suspend its performance under all outstanding Port Call Appointments placed pursuant to these Standard Terms and Conditions if any sum due by the Company under any Port Call Appointment is outstanding beyond the relevant due date.

13.4. Upon early termination of any Port Call Appointment, all Disbursements and commissions accrued to that date shall become payable. If the sums due by the Company to the Agent are lower than the level of Prefunding obtained in clear funds by the Agent, the Agent shall reimburse such excess to the Company.

14. Force majeure.

14.1. In relation to the provision of the Services, the obligations of the parties shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control including (but not limited

to) strikes, lock-outs, labour disputes, (except where such strikes, lockouts and labour disputes relate to that party's own personnel) act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, port security, port authorities and security restrictions in ports, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen (except where such failure to obtain workmen relates to that party's own personnel), materials, goods or raw materials in connection with the provision of the Services.

14.2. In the event of any such party being so hindered or prevented, the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the right of that party to claim suspension. Also, in ten (10) days after notice of suspension, the party concerned shall send to the other party a certificate of the country of call's Chamber of Commerce to submit a force majeure as a cause of such suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. However, if the suspension lasts for more than thirty (30) days, either party may terminate the relevant Port Call Appointment.

15. Third party rights.

15.1. With the exception of any Affiliate of the Agent, who shall take the benefit of any right expressly stated to be for the benefit of an Affiliate of the Agent together with any protection and limitation afforded to the Agent pursuant to a Port Call Appointment (including, but not limited to, those set out in these Standard Terms and Conditions), a person who is not a party to a Port Call Appointment has no right to enforce or to enjoy the benefit of any term of such Port Call Appointment. However, the terms of the Port Call Appointment (including, but not limited to, these Standard Terms and Conditions) may be varied, amended or modified without the consent of any such third party.

16. Notices.

16.1. In general, communications between the parties can be undertaken electronically via electronic mail and fax. However, any notice from one party

to the other which is stated as requiring to be 'written' or undertaken 'in writing' must be sent in hard copy to the recipient to be valid.

16.2. Unless the contrary is proved, each such notice or communication shall be deemed to have been given or made and delivered, if by letter on the second working day after posting.

17. Miscellaneous.

17.1. No amendment or variation of these Standard Terms and Conditions or any Port Call Appointment shall be effective unless in writing and signed by a duly authorised representative of each of the parties.

17.2. Any consent given by a party shall operate as a consent only for the particular matter to which it relates and in no way shall be construed as a waiver or release of any provision of any Port Call Appointment nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the relevant party in the future unless expressly so provided.

17.3. The failure of a party to exercise or enforce any right under any Port Call Appointment shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any times thereafter.

17.4. If any part of any Port Call Appointment (including these Standard Terms and Conditions) becomes invalid, illegal or unenforceable the parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed in that Port Call Appointment. Failure to agree on such a provision within 5 (five) days of commencement of those negotiations shall result in automatic termination of that Port Call Appointment.

18. Ethical standards.

18.1. Compliance:

The parties agree that neither party:

(a) offer or agree to give any person working for or engaged by the other party any gift or other consideration, which could act as an inducement or a reward for any act or omission to act in connection with this Port Call Appointment, or any other agreement between the parties;

(b) enter into this Port Call Appointment, or any other agreement with the other party if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the other party or that an agreement has been reached to that effect unless (i) details of any such arrangement have been disclosed in writing to the other party prior to the execution of the agreement and (ii) approval of such arrangement by an authorised representative of the other party has been obtained;

(c) offer, pay or promise to pay either directly or indirectly, anything of value to a Public Official in connection with any Port Call Appointment. The parties further agree that in the performance of their respective obligations under the Port Call Appointment, the parties and their respective Affiliates, subcontractors and employees shall comply with all applicable anti-corruption laws, rules, regulations and orders of any applicable jurisdiction including, but not limited to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (or any subsequent replacement or amendment of such convention). Each party shall notify the other immediately in writing with full particulars in the event of that party receives a request from any Public Official requesting illicit payments in connection with a Port Call Appointment; or

(d) take any other action which results in a breach by either party of any applicable anti-corruption legislation.

18.2. Breach of Ethical Standards:

(a) If either party breaches condition 18.1, the other party may terminate the Port Call Appointment by written notice with immediate effect. Any termination pursuant to this condition 18.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues to the terminating party;

(b) Notwithstanding anything to the contrary in these Standard Terms and Conditions or any Port Call Appointment, under no circumstances shall either party or any of their Affiliates be liable to the other for any delay or failure to perform its obligations under these Standard Terms and Conditions or any Port Call Appointment to the extent that such failure or delay arises out of or in connection with that party complying with its obligations under condition 18.1.

19. Governing law and disputes.

19.1. These Standard Terms and Conditions and (unless otherwise agreed by the parties in writing) each Port Call Appointment shall be governed by and construed in accordance with the Algerian law.

19.2. The parties shall first attempt to resolve any dispute arising out of or in connection with a Port Call Appointment to which these Standard Terms and Conditions apply by negotiation. If the parties are unable to resolve such dispute within thirty (30) days of commencing negotiations, subject always to conditions 19.3. and 19.4., such dispute may, upon the application of either party, be referred to and finally resolved by arbitration under the Statute on the Maritime Arbitration Commission at the Algerian Chamber of Commerce and the Rules of Maritime Arbitration Commission at the Algerian Chamber of Commerce.

19.3. Nothing in these Standard Terms and Conditions or any Port Call Appointment shall preclude either party from the right to seek in any jurisdiction security or interim orders (by means of an appropriate remedy of relief including, without limitation, in rem arrests, injunctions, attachments, seizures, sales, detention, exercise of any lien or otherwise howsoever) in each case in accordance with any relevant local law or regulation in respect of claims arising in any jurisdiction.

19.4. Nothing in these Standard Terms and Conditions or any Port Call Appointment shall preclude the Agent or its Affiliates from seeking to enforce any outstanding or overdue debt or payable invoice (including, but not limited to, any Pre-funding, Pro-forma Disbursement Account, Revised Disbursement Account and Final Disbursement Account) owed by the Company to the Agent or its Affiliates under any Port Call Appointment or under these Standard Terms and Conditions in the courts of any competent jurisdiction in accordance with any relevant local law.