

Terms and Conditions

Thank you for using our websites and services (“Services”). The Services are provided by Bunker Connect International B.V. - and/or subsidiary companies - (“Bunker Connect”), located at Weena 233, 3013AL, Rotterdam, the Netherlands. By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services

You must follow any policies made available to you within the Services.

Bunker Connect provides a platform to connect bunker buyers with physical suppliers. We do not engage in trading activities or provide a credit line, we simply connect the buyer and seller by modern means. We collect a pre-agreed fee for connecting the parties. The fee is charged to physical suppliers: **2 USD** per delivered metric ton (capped at \$1000 per fuel grade per order) - unless agreed in writing otherwise. We may change the fee in the future, or for promotion purposes. We will make sure to notify you in advance of such changes. Payment of the fee, in full, is due 21 calendar days after issuance of the invoice.

Buyers and sellers share the responsibility for ensuring transactions made on the platform while they are entirely and solely responsible for the accuracy and acknowledgement of the request for quotation, additional terms, specifications, notes, and the registered terms and conditions of their companies. You enter in a legally binding agreement when the buyer accepts a quote from the seller, or the seller accepts a counter offer from the buyer. The offered quotes on the platform do not include our fee, therefore you as supplier should take that into account when you place a quote.

Bunker Connect does not warrant that the goods are fit for the purposes of the buyer or that they are free from any defect or vice. If the bunkers are not finally purchased due to fault of the buyer, cancellation fee might be applied as per the seller's terms and conditions, with no liability to Bunker Connect. All claims relating to a transaction - including but not limited to quantity and quality claims - between the buyer and the seller will be resolved between the buyer and seller. Bunker Connect may assist with mediating a reasonable solution for the dispute.

Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Your Bunker Connect account

You may need a Bunker Connect account in order to use some of our Services. You may create your own Bunker Connect account, or your Bunker Connect account may be assigned to you by an administrator, such as your employer.

To protect your Bunker Connect account, keep your password confidential. You are responsible for the activity that happens on or through your Bunker Connect account. Try not to reuse your Bunker Connect account password on third-party applications.

Modifying and terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether. You can stop using our Services at any time, unless we have made other agreement. Although we'll be sorry to see you go. Bunker Connect may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Privacy and Cookies

Bunker Connect's privacy and cookie policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Bunker Connect can use such data in accordance with our privacy policies. Read our [privacy](#) and [cookie](#) policy for further information.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

Other than as expressly set out in these terms or additional terms, Bunker Connect does not make any specific promises about the Services. For example, we don't make any commitments about the content within the Services, the specific functions of the Services, or their reliability, availability, or ability to meet your needs. We provide the Services "as is".

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Liability for our Services

When permitted by law, Bunker Connect, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. To the extent permitted by law, the total liability of Bunker Connect for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again).

In all cases, Bunker Connect, will not be liable for any loss or damage that is not reasonably foreseeable.

Law and Jurisdiction

The agreement is governed by the laws of the Netherlands. Any conflict or difference of opinion in connection with this agreement and/or any agreement arising from same shall be exclusively adjudicated by the competent court of Rotterdam, the Netherlands.

About these Terms and Conditions

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. These terms control the relationship between Bunker Connect and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.

Terms and Conditions ([PDF](#)) are effective as of 18 April 2016. Last updated: 5 October 2018.