

INSW TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

1. INTERPRETATION

In these Terms and Conditions the following words shall have the following meanings:

“The Contract”: the Purchase Order, these Terms and Conditions and, subject to Clause 3, the Contractor’s acceptance of the Purchase Order (but not the terms and conditions in any such acceptance).

“The Contractor”: the person, firm or company who accepts the Purchase Order. All Work shall be performed by the Contractor and its employees unless INSW agrees that specified work may be performed by sub-contractors (referred to herein as “Sub-Contractors”) approved by INSW.

“Formal Agreement”: a formal written agreement signed by INSW and the Contractor.

“The Goods”: any goods provided by the Contractor pursuant to the Contract (including any part or parts of them).

“Marine Commercial Practice”: the business practices and standards applied in the maritime industry.

“INSW”: International Seaways, LLC. International Seaways Operating Corporation, International Seaways Ship Management LLC and any and all subsidiaries of International Seaways, LLC as specified as the “Purchaser” on the Purchase Order. Only the “Purchaser” specified on the Purchase Order shall be responsible for fulfilling INSW’s obligations under the Contract.

“INSW Property”: the items of equipment belonging to INSW or its affiliated companies in respect of which the Services are to be performed.

“INSW’s Representative”: a duly authorized representative of INSW, who may be a “Superintendent Engineer” or another designated representative.

“The Purchase Order”: INSW’s purchase order referencing these Terms and Conditions (including the specifications of Services set forth therein).

“The Services”: the services agreed in the Contract (including where applicable the provision of Goods) to be purchased by INSW from the Contractor (including any part of them). Performance of the Services is also referred to as “Work”.

“Ship”: shall the meaning assigned to such term in Clause 2.3.

2. CONTRACTOR RESPONSIBILITIES

2.1 Where modifications to an existing system are required, the Contractor shall be responsible for the proper installation and operation of the complete system. All Work shall be performed in accordance with all applicable regulations, statutes and other legal requirements and in accordance with industry standards. Where no applicable regulatory body governs, all Work shall be performed to the best Marine Commercial Practice.

2.2 When repairs or modifications to any system require inspection by any regulatory bodies or surveyors, INSW shall schedule and coordinate these inspections; however it is the Contractor's responsibility to conduct a pre-inspection, insuring that all Work is complete and the job site is ready for inspection.

2.3 During the progress of the Work, all affected parts of the ship with respect to which the Services are provided (the "Ship") shall all times be maintained in a clean, safe and sanitary condition. The Contractor shall organize and dispose of, in coordination with INSW's Representative, as appropriate, on a DAILY basis, the collection of all waste materials, all expended packaging materials/crates/wrappings and all accumulated scrap materials, including all expended materials as a result of the Work, all chips, shavings and other refuse, accumulated water from any Contractor washing/cleaning of equipment or draining of heat exchangers, any oil overflows/contained spills under Contractor control, or any contaminated dirt or debris generated as a result of any Contractor repair (collectively, "Waste"). The disposal of all Waste shall be immediately advised to INSW's Representative. **NO DISPOSAL OVERBOARD SHALL BE CARRIED OUT BY THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER ANY CIRCUMSTANCES.**

2.4 The Contractor shall not cause or contribute in any way to circumstances under or by which any ship generated oil, refuse or scrap materials find their way into the surrounding environment or the Ship either directly or indirectly could be in violation of any law, regulation or ordinance. The Contractor shall not operate any ship valve or open any appendage which might initiate a spill; all line-up of equipment or systems shall be undertaken only by the Ship operating personnel.

2.5 If Work is to be carried out by the Contractor during a voyage, the Contractor's employees and SubContractors must have all necessary personal safety equipment (hard hats, work shoes, gloves, safety glasses, etc) prior to boarding the Ship. If not, such equipment will be supplied by the Ship at cost to the Contractor.

2.6 The Contractor shall be responsible for all of its employees or Sub-Contractors while onboard the Ship. Any behavior or actions by the Contractor's employees and Sub-Contractors that are deemed to be unsafe or irresponsible will result in the employee/Sub-Contractor being removed from the Ship at the next port of call and the Contractor being held liable for all expenses incurred.

2.7 If Work is to be carried out at the Contractor's facility, then, for pollution purposes, it shall be the Contractor's responsibility, as required by local code, to "boom entire ship" and to maintain at all times the integrity of a "maintained boom barrier" surrounding the Ship during the entire Work period. It shall be the Contractor's responsibility to reflect any costs so incurred in the Contract and Contractor shall be responsible for such costs to the extent not so reflected.

2.8 If Work is to be carried out at the Contractor's facility, then the Contractor shall permit at all times the free movement throughout its facility of properly identified INSW employees, INSW authorized SubContractors, INSW authorized factory technicians and other representatives and contractors of INSW into and out-of yard and into and out-of any yard facility, including ship, shops, Sub-Contractor facilities, warehouses, etc, so long as the Contractor's properties are not jeopardized.

2.9 Unless it is otherwise clearly stated in the Purchase Order, if INSW notifies the Contractor that it elects to utilize service engineers for specialized work contained within the specification or for other works not contained within the specification, the Contractor shall not claim any levy, fee or other charge in respect of work performed by any persons other than the Contractor and its approved Sub-Contractors.

2.10 INSW's Representative shall be permitted to attend the Ship and/or the Contractor's premises during the course of the Work. All completed Work by the Contractor shall be subject to final acceptance by INSW's Representative.

3. APPLICATION OF TERMS AND CONDITIONS

3.1 In the absence of a Formal Agreement, these Terms and Conditions are the only terms and conditions upon which INSW is prepared to deal with the Contractor and they, along with the Purchase Order, shall govern the Contract to the entire exclusion of all other terms and conditions. Except as expressly agreed by INSW in writing, no terms or conditions endorsed upon, delivered with or contained in the Contractor's quotation, acknowledgement or acceptance of purchase order, specification or similar document, including without limitation the Contractor's acceptance of the Purchase Order, will form part of the Contract or have any legal effect and the Contractor waives any right that it otherwise may have to rely on such terms and conditions.

3.2 Except as explicitly incorporated into the Purchaser Order or to the limited extent set forth in Clause 11, any bid request by INSW or bid response by the Contractor shall not form part of the Contract,

3.3 In the event that INSW and the Contractor enter into a Formal Agreement, such Formal Agreement shall take precedence over these Terms and Conditions in the event of conflict. Otherwise, these Terms and Conditions shall apply.

4. WARRANTY

4.1 The Contractor will provide the Services in accordance with the best engineering practices. When completed, the Services shall be certified as satisfactory by the Contractor's designated quality officer.

4.2 The Goods, if any, provided herein shall be of the best quality, material and workmanship, unused and in new condition (except as otherwise provided in the Purchase Order), free from defects in material, design and/or workmanship and of the latest production and shall conform to the latest applicable specifications and drawings. When delivered, the Goods must where applicable be accompanied by an appropriate certificate of conformity signed by the Contractor's designated quality officer.

4.3 The Contractor recognizes that the Services are to be provided for use in a marine environment and warrants that they will conform with any class or other regulations that may be applicable.

4.4 If the Services or the Goods are defective or do not conform with the provisions of Clauses 4.1 through 4.3 (inclusive) in any respect, INSW may at its sole option either (a) terminate the Contract pursuant to Clause 7 and cancel the remainder of the Services (and the delivery of the remaining Goods)

or (b) inform the Contractor of the defect or nonconformity, in which case the Contractor shall immediately at its own expense (including any transportation costs), take such action as is necessary to ensure conformity of the Services or Goods with Clauses 4.1 through 4.3 (inclusive).

4.5 The Services shall be provided within the time stated in the Purchase Order, subject to Clause 9, or as subsequently agreed in writing between the parties, failing which INSW may at its sole option terminate the Contract pursuant to Clause 7.

4.6 The Contractor shall guarantee the Services for a period of one year from the date of satisfactory completion of the Services or for the usual period applicable to such services in the normal course of the Contractor's trade, if longer than one year.

4.7 If the Contractor fails to rectify promptly such Services that are required to be rectified pursuant to Clause 4.4, INSW may, without prejudice to any rights it may have in law or in equity or otherwise under these Terms and Conditions, terminate the Contract pursuant to Clause 7 and where appropriate obtain the Services elsewhere and charge the Contractor the additional costs incurred.

4.8 It is not intended that the Purchase Order specifically state each and every minor detail of the Work described; therefore, the omission of any "unintentional" details or the existence of any "unintentional" errors in the description does not relieve the Contractor from its obligation to make a complete and totally operable installation of the Work specified. The Contractor is responsible to promptly find and identify any discrepancies or omissions and, if existing, they are to be referred to INSW's Representative. Should these omissions be of a nature such that significant extra labor or extra material is required, INSW's Representative will issue the necessary Addendum or write the necessary change orders. Note: It is the Contractor's responsibility to take and confirm its dimensions, sizes of materials required, and other details of the Work required.

4.9 Upon completion of the Contractor's Work, the Ship shall be complete in every respect to the extent described in or implied by the Purchase Order, and shall be suitable to commence an immediate commercial voyage with all Contractor disturbed systems fully tested/proved and operational, all to INSW's satisfaction. Subject to any other requirements stated herein, any and all changes, corrections, deletions, credits and cancellations shall be agreed to by INSW's Representative and the Contractor's representatives in writing prior to the Ship's departure, provided, however, that, if INSW decides not to delay the Ship's departure, such items shall be settled within a month from the date of completion of the Services.

5. Insurance

5.1 The Contractor, at its sole cost and expense (including the cost of all deductibles), shall procure and maintain in force during the term of this Contract the following insurance coverages which shall apply independently of indemnity obligations which may be contained under Purchase Orders or any other agreements.

(a) Workers Compensation insurance as required by law for all employees, agents and subcontractors; and, employer's liability insurance in an amount not less than \$5,000,000 each accident. Such insurance shall provide coverage in the location in which the Work is performed and the location in

which the Contractor is domiciled. If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers Compensation Act (including the Outer Continental Shelf Lands Act), the Jones Act, Admiralty Act, Death on the High Seas Act and/or other statutes applicable to maritime employees, the Contractor shall maintain insurance for such injuries or illnesses, and to provide evidence of such insurance as applicable.

(b) Commercial General Liability insurance, on a per occurrence basis, endorsed to cover premises, operations, products/completed operations, personal injury and contractual liability; watercraft exclusions deleted and "in rem" coverage as may be applicable; at a minimum limit of \$5,000,000 any one accident or occurrence.

(c) Automobile Liability insurance, covering all owned, rented, leased, non-owned and hired vehicles used in the performance of the Work: Limits of liability not less than \$5,000,000 any one occurrence.

The Workers Compensation/Employers Liability insurance policy shall be endorsed to waive all rights of subrogation against INSW, (and the Vessel if applicable), and shall contain an "In Rem" endorsement, along with an endorsement providing INSW with thirty (30) days advance written notice of cancellation. Contractors in states with "State Fund" Workers Compensation must provide proof of coverage through the State Fund.

All other policies shall be endorsed to name INSW, its parent, subsidiary or affiliated companies and their shareholders, officers, directors, agents and employees (and the Vessel if applicable) as Additional Insureds with a Waiver of Subrogation, along with an endorsement providing INSW with thirty (30) days advance written notice of cancellation.

In no event shall the amount or scope of insurance described herein place any limitation on the liability assumed by the Contractor, and should the Contractor maintain insurance limits higher than the limits listed above, INSW shall benefit from those higher limits. The Contractor shall require their Subcontractors performing hereunder to maintain insurance of the types and amounts required of the Contractor. Policies of the Contractor shall be primary to any insurance carried by or available to INSW and any "other insurance" clauses under the Contractor's policies shall be amended accordingly. Should the Contractor fail to procure or maintain any of these insurance coverages, or by any act or omission vitiate or invalidate any of the aforesaid insurance coverages, the Contractor shall pay to INSW all losses and indemnify INSW against all claims and demands which would otherwise have been covered by such insurance. Irrespective of the requirements as to insurance to be carried by the Contractor or their Subcontractors as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve the Contractor of any of its obligations.

Such insurance shall be written with Insurers carrying no less than an "A" rating from A.M. Best's. Commencement of operations without receipt of the required Certificates of Insurance shall not constitute a waiver of the obligation of the Contractor to maintain the required insurance coverages and to provide INSW with Certificates of Insurance.

6. INDEMNITY

6.1 The Contractor shall indemnify and hold harmless INSW in full against all direct, indirect or consequential liabilities, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses incurred or paid by INSW) as a result of or in connection with: (a) The Services or the Goods failing to conform with the provisions of Clauses 4.1 through 4.3 (inclusive); (b) The Services failing to be provided on time pursuant to Clause 4.5; (c) An infringement or alleged infringement of any intellectual property rights caused by the provision of the Services or the use, manufacture or supply of

the Goods; (d) any claim made against INSW for damages (including costs and expenses) made by INSW's employees as agents or by any third party to the extent that such damage was caused by, relates to or arises from the Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Contractor.

6.2 The Contractor is prohibited from creating any liens or potential liens on the Ship in favor of the Contractor or its Sub-Contractors, and will not suffer, nor permit to be continued any lien or encumbrance incurred by them, or their agents, which might have priority over the title and interest of INSW or its affiliates in the Ship.

6.3 The Contractor is an independent contractor and, except as otherwise clearly stated in writing by INSW, is not an agent of INSW and is not entrusted with the management of the Ship. The Contractor is not authorized to procure repairs for the Ship on the credit of the Ship or to permit liens to be asserted against the Ship by the Contractor or its Sub-Contractors or any other person.

6.4 If, after final payment is made, a claim or lien is asserted against INSW, its agents, or the Ship as a result of the Contractor's non-payment of its Sub-Contractor's invoice or for any other failure by the Contractor to perform its legal or contractual duties, the Contractor shall indemnify and hold INSW harmless for all damages that INSW may suffer as a result of such claim or lien, including all costs, loss of Ship hire and attorney's fees.

6.5 The Contractor shall be responsible for the protection of the entire Ship from its own negligence and willful misconduct and that of its Sub-Contractors.

7. DEFAULT

If the Contractor fails to provide the Services in conformance with Clauses 4.1 through 4.3 (inclusive), or fails to provide the Services on time pursuant to Clause 4.5, or if the Contractor becomes bankrupt or insolvent, ceases or threatens to cease to carry on its business or otherwise fails to comply with its obligations under the Contract, INSW may by written notice to the Contractor terminate with immediate effect the whole or any part of the Contract at no cost to INSW. Thereafter, INSW may procure or otherwise obtain the Services from a third party and the Contractor shall be liable to INSW for any excess costs for such Services. The Contractor shall continue to provide any Services ordered to the extent not cancelled hereunder.

8. INSW PROPERTY

8.1 Title to INSW Property in respect of which Services are to be provided shall remain with INSW.

8.2 The Contractor shall take all steps necessary to safeguard INSW Property and shall arrange for full insurance cover for INSW property while it is in the possession of the Contractor, its agents or SubContractors.

8.3 Should the Contractor for any purpose whatsoever require the use of any of the Ship's equipment for shifting, the Contractor shall be held responsible for its proper use and safe operation and any damages resulting from misuse shall be repaired and made good at Contractors expense, all to INSW's satisfaction.

9. TIMELY PERFORMANCE

9.1 Time is of the essence in the performance of the Contract.

9.2 If the Contractor becomes aware of difficulty or delay in providing the Services or the Goods, the Contractor shall timely notify INSW, in writing, giving pertinent details. The said notification shall not change the Contractor's obligations under Clause 4.5.

9.3 A time schedule shall be submitted to INSW's Representative at the commencement of the Work and again each time there is a substantial change in the timing or sequence of the specified Work.

9.4 The time schedule shall be updated and submitted to INSW's Representative at his request. The time quoted for Work in the Purchase Order shall apply to any reasonable additional Work authorized and is not to be exceeded without the written approval of INSW's Representative.

9.5 Unless otherwise specified by INSW's Representative, a daily meeting shall be held between the Contractor and INSW's Representative and the progress of Work shall be outlined by the Contractor as well as the daily requirements of inspections for INSW's Representative.

10. CANCELLATION AT INSW'S REQUEST INSW's Representative reserves the right to CANCEL "AT ANY TIME" all or any part of any item not committed to by Contractor. Full credit shall be reflected on any canceled items.

11. PRICING - PAYMENT - RISK

11.1 The prices stated in the Contract for the Services shall include: (a) The cost of transportation of the employees, Sub-Contractors or agents of the Contractor to the location where the Services are to be provided, where applicable. (b) The cost of delivery of the Goods to the requested destination, where applicable.

11.2 The Contract shall contain a separate price for each Service and for all Work outlined in the specification contained in the Contract. Totals prices shown are all inclusive and shall reflect all Work to be performed while the Ship is at the Contractor's premises (where applicable). Items shown with spares supplied by the Contractor shall be subject to verification of quantity and quality of said spares by INSW's Representative. Without limiting the generality of the foregoing, any additional Services or facilities not specifically mentioned but required by the Contractor or the local port authorities are to be clearly specified by the Contractor and a separate price for these Services indicated in the Contract; otherwise, there shall be no charge for any such additional Service or facilities.

11.3 Prices stated in the Contract are not to be exceeded without the written approval of INSW's Representative. Unless it is otherwise clearly stated in the Purchase Order, no additional charges for

Work performed outside of normal working hours will be accepted at a rate different from that stated in the Purchase Order. This provision shall apply whether or not the individuals performing such Work are directly or indirectly employed by the Contractor.

11.4 INSW's Representative shall have the sole authority for the issuance of any additional Work items not covered by a new or supplemental Purchase Order from INSW's Purchasing Department. Wherever possible, additional Work items shall be settled and agreed to prior to commencement of such Work.

11.5 Although the Contractor's bid response is not part of the Contract unless explicitly incorporated into the Purchase Order, prices included in the Contractor's bid response may be accepted by INSW for the purpose of determining pricing for work not necessarily included in the original Contract. Should any more or less Work be completed with the approval of INSW's Representative on any or all items that were bid and agreed to, final pricing shall be pro-rated in direct proportion to the quantities of Work actually performed. Unless otherwise agreed by the parties, items not included in the original Contract requested by INSW's Representative after commencement of the Work by the Contractor that are similar or comparable to original bid items are to be provided to INSW by the Contractor at a price comparable or proportional to Contractor's original bid price for the similar or comparable items.

11.6 Prices for any new items not included in the original Contract or not subject to determination pursuant to Clause 9.5 shall be quoted by the Contractor and submitted for the written approval of INSW's Representative. Unauthorized cost for any additional work performed by the Contractor or Sub-Contractors will not be accepted.

11.7 Within thirty (30) days after completion of the Services, the Contractor shall issue the original invoice for the Services to the INSW accounting department at the address for INSW stated in the Purchase Order quoting the Purchase Order number and describing the Services supplied. The invoice shall be issued in the currency of the Purchase Order.

11.8 INSW shall pay the net invoice amount and the charges of its own bank only within sixty (60) days from receipt of the invoice. INSW shall consider earlier payment if agreement can be reached on a specific rebate on the invoiced amount.

11.9 Risk of loss or damage to the Goods shall pass to INSW on delivery to the delivery point requested by INSW. Risk of loss or damage to INSW Property shall, where applicable, pass to the Contractor on delivery to the Contractor or its agents or Sub-Contractors and shall return to INSW on delivery by the Contractor or its agents or Sub-Contractors to the delivery point requested by INSW.

12. NO ASSIGNMENT

The Contractor may not assign or sub-contract provision of the Services without the written consent of INSW.

13. SAFETY ON BOARD VESSELS

The Contractor and/or its agents, employees or Sub-Contractors shall comply with the instructions of the Master while on board a Ship owned or operated by INSW or its affiliates and shall follow all

applicable safety requirements. The Contractor shall form a safety coordinating team to coordinate with the Ship Safety Coordination Committee (SSCC) on safety matters. The Ship's safety practices and procedures should outline the minimum standard to be followed by all those working aboard. This minimum standard can under no circumstances be compromised or deviated from.

14. ENVIRONMENTAL PROTECTION

INSW and its affiliates operate to a quality and safety management system registered to both ISO9001 and the ISO14001 standards, and as a carrier of environmentally sensitive cargoes. The INSW group of companies has committed itself to implement and maintain environmental management system (EMS) within its office headquarters and onboard the vessels it manages as defined by the ISO14001 standard. INSW and its affiliates promote the adoption of environmental principles by suppliers and contractors acting on behalf of INSW, encouraging improvements, and where appropriate, requiring improvements in their practices. Accordingly, the Contractor agrees to take all consideration and care with regard to environmental issues for all Goods and Services supplied by the Contractor hereunder. Specifically, the Contractor agrees to comply with, and agrees to ensure that its agents and Sub-Contractors comply with, the following INSW requirements: The Contractor shall: Review and evaluate all products for their material content and their compliance with required environmental objectives; Instill in all personnel environmental protection awareness; Ensure that an organized approach is used to identify environmental concerns and that adequate support and resources are provided to implement prompt corrective action; and Reduce where practicable all packaging and replace environmentally sensitive packaging with environmentally friendly packaging. Furthermore, the Contractor shall, with respect to any Goods provided: Label any items in accordance with the provisions of applicable hazardous materials regulations; and Provide INSW with all necessary product information, especially with respect to product composition and shelf/service life (e.g., safety data sheets, processing advice, labeling regulations, assembly instructions, workers' protection measures, etc.), including any amendments to the foregoing.

15. ISPS CODE COMPLIANCE

15.1 Compliance with the provisions of this Clause 15 is required to comply with the ISPS Code.

15.2 All deliveries must be communicated to the Ship for which the Goods were purchased prior to the delivery being made. Each individual parcel/package/pallet must be labeled externally with the Purchase Order number and a list of the contents, which must be visible and clear to read.

15.3 Any parcels/packages/pallets delivered to a vessel owned or operated by INSW or its affiliates without prior delivery notification will be refused.

15.4 Any persons visiting the Ship shall be required to give the Master and agents for the Ship prior notification and must carry photographic identification with them.

16. DISPUTES

THIS CLAUSE 16.1 SHALL APPLY UNLESS (A) INSW SHIP MANAGEMENT LLC. IS THE INSW ENTITY SPECIFIED AS THE "PURCHASER" ON THE PURCHASE ORDER AND (B) THE ADDRESS OF THE CONTRACTOR AS INDICATED IN THE PURCHASE ORDER IS IN THE UNITED STATES OF AMERICA:

16.1 The Contract shall be governed by and constructed in accordance with English law and any dispute arising out of or in connection with it shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification thereof. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators, one to be appointed by each of the parties hereto and the third by the two so chosen, and their decision or that of any two of them shall be final and binding. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree, exclusive of interest on the sum claimed, costs of the arbitration, and legal expenses) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

THIS CLAUSE 16.2 SHALL APPLY IF (A) INSW SHIP MANAGEMENT, LLC. IS THE INSW ENTITY SPECIFIED AS THE "PURCHASER" ON THE PURCHASE ORDER AND (B) THE ADDRESS OF THE CONTRACTOR AS INDICATED IN THE PURCHASE ORDER IS IN THE UNITED STATES OF AMERICA:

16.2 The Contract shall be governed by and constructed in accordance with the laws of the State of New York and the federal laws of the United States, as applicable, and any dispute arising out of or in connection with it shall be referred to arbitration in New York in accordance with this Clause 16.2. The arbitration shall be conducted in accordance with the rules and procedures of the Society of Maritime Arbitrators Inc. (SMA) current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators, one to be appointed by each of the parties hereto and the third by the two so chosen, and their decision or that of any two of them shall be final and binding. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior

notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree, exclusive of interest on the sum claimed, costs of the arbitration, and legal expenses) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the SMA current at the time when the arbitration proceedings are commenced.

17. BUSINESS ETHICS

Gifts or other incentives to INSW employees are strictly prohibited. If the Contractor breaches this Clause, INSW reserves the right to terminate the Contract without any liability to the Contractor, and exclude the Contractor from INSW's list of service providers. In performing Services under this Contract, the Contractor shall comply with INSW's Anti-Bribery and Corruption Policy (as a Third Party) and INSW's Code of Business Conduct and Ethics, both as they may be amended, which policies are set forth on INSW's website, www.INSW.com, under Investor Relations, Corporate Governance.

18. CONFIDENTIALITY

The Contractor undertakes (a) to keep confidential any information, knowledge and materials (e.g., technical and other data, measured values, techniques, business experience, business secrets, knowhow, drawings and other documentation) (hereinafter referred to as "Information") received from or disclosed in any other way by INSW or an affiliate of INSW, (b) not to disclose such Information to third parties and (c) not to use such Information for any purpose other than executing and performing its responsibilities under the Contract. The Contractor undertakes to return all Information delivered to it in a tangible form (e.g., documents, samples, specimens, or the like) without undue delay upon INSW's request without retaining any copies or notes. In addition, the Contractor undertakes to delete its own notes, compilations and evaluations containing Information without undue delay upon INSW's request and to confirm that it has done this to INSW in writing. INSW shall continue to have ownership and all intellectual property rights relating to INSW's Information.

19. NOTICES

Notices required by the Contract to be given by the Contractor or INSW to the other shall be in writing and shall be deemed effective when served personally, delivered by courier service (with proof of delivery), or successfully transmitted by fax (with confirmation of receipt addressed to the intended recipient at the address stated on the face of the Purchase Order or at such other address(es) as such party may later specify in writing).