

Clause 5 of revised ISO 8217 'has no teeth'

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Global fuel testing agency **Viswa Lab** says proposed changes to a clause in ISO 8217 that addresses contaminants has "pulled what little teeth" the international marine fuel specification had.

Clause 5.1 of ISO 8217:2005 addresses contaminants that have not been given explicit parameters and limits in the fuel specification. The clause has also formed the basis for regulation 18 under Marpol Annex VI (Prevention of Air Pollution from Ships).

Claims based on clause 5.1 in ISO 8217:2005 are fraught with difficulty because there is no industry consensus on appropriate test methods for most contaminants and no defined limit for what could be considered harmful.

Still, Viswa lab said it is "the only recourse that a bunker fuel buyer has" to hold the bunker supplier responsible for the supply of a problem fuel.

But changes outlined in the Final Draft International Standard (FDIS) for ISO 8217:2010, and in particular an 'informative' Annex B on deleterious materials, will undermine the case for bunker buyers, according to Viswa Lab.

It also said that what is proposed in the ISO 8217:2010 final draft will conflict with the wording in existing clause 18 of Marpol Annex VI.

"A careful study of the wording will convince one that the existing clause 5.1 of ISO 8217:2005 and the existing regulation 18 of Marpol Annex VI at least have some teeth to deal with bunker fuel supplies which are blended with chemical waste or contaminants and which have potential to cause machinery problems," the company said in a circular to customers.

"Adopting the new final draft with Annex B on Deleterious substances will totally render clause 5 ineffective and give the supplier a free rein."

In the FDIS of ISO 8217:2010, clause 5 has been expanded and the wording subtly changed. The ISO 8217 working group [has been under pressure](#) to update the fuel specification by July 2010 to address fuel quality concerns raised by at the **International Maritime Organization** in connection with revisions of MARPOL Annex VI.

Viswa Lab called them "deft changes" with some serious consequences.

One example it pointed to was a draft Clause 5.3 that has been added. It says: "Marine fuels shall be free from any material that renders the fuel unacceptable for use in marine applications."

"This is going to be a legal nightmare to prove what fuel is unacceptable for use in marine applications" commented Viswa Lab.

It was even more critical of Annex B on deleterious materials, which Viswa Lab said would render ISO 8217 toothless.

Viswa Lab said Annex B paragraph C excuses the supplier of whatever contaminants may be in the fuel since it can be at "varying levels". It also can excuse the supplier on the basis that the contamination can come from "refineries, fuel terminals or other supply facilities".

However, Viswa Lab said chemical waste in bunker fuel is not just accidental mixing of refinery waste into fuels, but suggested that chemical waste "is consciously and deliberately added to bunker fuel."

It also criticised paragraph D of Annex B for apparently dismissing the identification of contaminants by fuel testing agencies on the basis that there is no standardized approach in testing.

"It is true that all labs do not have the same method to identify the contaminants," it noted, but said it was unfair



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ISO revision 'lacks teeth'

" Adopting the new final draft ... will totally render clause 5 ineffective "

to dismiss thousands of tests done using methods such as gas chromatography to identify and quantify contaminants in marine fuels.

"We are constrained to make the comment that Annex B Deleterious material reads like an insurance clause which starts by saying you are covered for every peril and then lists all the exceptions and at the end of the fine print you find that you are covered for nothing," Viswa Lab concluded.

Unni Einemo, 7th April 2010 16:17 GMT

Comments? Email editor@bunkerworld.com.