



LLC RN- TUAPSE REFINERY

Address: 1 Sochinskaya st., Tuapse 352800, Krasnodar region, Russia Federation
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SALES AND PURCHASE CONTRACT FOR SPECIFICATIONS OF RUSSIAN LIQUEFIED PETROLEUM GAS (LPG) (GOST 2044890) (CIF)

TRANSACTION CODE AND REFERENCE NUMBERS

DATE OF ISSUE : 04/10/2019

CONTRACT NUMBER : RN-TUPSE/RBH /8735588GT/ LIQUEFIED PETROLEUM GAS (LPG)(GOST20448-90)

SELLER'S CODE : RN-TAUPSE/RBH/ 660000/LPG/0019

BUYER'S CODE :

THE SELLER

COMPANY : LLC RN-TUAPSE REFINERY

ADDRESS : 1,Sochinskaya Street Tuapse 352800,Krasnodar Region,Russian Federation.

CITY : Krasnodar Region

COUNTRY : RUSSIA

TELEPHONE / FAX. : +7-(495)-203-5970 / +7-(926)-774-8443

EMAIL : sales@rn-tuapse.ru , info@rn-tuapse.ru

REPRESENTED BY : Mr Sergey Nikolayevich Skuridin (Deputy General Director)

AND

THE BUYER

COMPANY :

ADDRESS :

CITY :

COUNTRY :

TELEPHONE/FAX :

EMAIL :

REPRESENTED BY :

BASIC INFORMATION

PRODUCT	RUSSIAN LIQUEFIED PETROLEUM GAS (LPG) (GOST 2044890)
ORIGIN	Russian
QUALITY	AS PER THE SPECIFICATION IN THIS CONTRACT
QUANTITY	(CIF) 3,000MTX 12 MONTHS (FIRST TRIAL SHIPMENT 3,000MT)
CONTRACT DURATION	(CIF) TWELVE MONTHS
LOADING PORT	(CIF) PRISMOSK OR VLADIVOSTOK(ASWP)
DISCHARGING PORT	(CIF) Delivering to Walvis Bay Port in Namibia (ASWP)





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PRICE	US\$200/190/MT (Based on CIF)
COMMISSION	\$10/MT (Seller side 50%, and Buyer side 50%)
PAYMENT DOCUMENT	IRREVOCABLE, DIVISIBLE, CONFIRMED AND TRANSFERABLE SBLC/MT760, MT103 (TT-WIRE TRANSFER). before Lifting against correspondents document and contract between O LLC RN-TUAPSE REFINERY and
PROOF OF PRODUCT	REFERENCE No-RUS/000026648.S.T./XX,
SELLER'S CODE	RN-TAUPSE/RBH/ 660000/LPG/0019
BUYER'S CODE	

WHEREAS THE BUYER HEREBY MAKES AND CONFIRMS THAT THEY ARE READY, WILLING AND ABLE TO PURCHASE RUSSIAN SPECIFICATIONS OF RUSSIAN LIQUEFIED PETROLEUM

GAS (LPG) (GOST 2044890), QUANTITY: \$200/190 Per MT / 3,000MT x 12 months = 36,000MT (+/- 5%) MT MONTHLY, First trial delivery 3,000MT
AND

WHEREAS THE SELLER WITH FULL CORPORATE AUTHORITY AND RESPONSIBILITY HEREBY CERTIFIES, REPRESENTS AND WARRANTS IRREVOCABLY THAT IT CAN FULFILL THE REQUIREMENTS OF THIS AGREEMENT AND PROVIDE THE PRODUCT UNDER THE TERMS AND CONDITIONS CONTAINED HEREIN FOR A TOTAL QUANTITY OF RUSSIAN SPECIFICATIONS OF RUSSIAN LIQUEFIED PETROLEUM GAS (LPG) (GOST 20448-90)
AND

WHEREAS, EACH OF THE OFFICERS EXECUTING RESPECTIVELY ON BEHALF OF THE SELLER AND THE BUYER HEREIN EACH REPRESENT THAT THEY HAVE THE FULL AUTHORITY TO EXECUTE THIS AGREEMENT AND THAT THE BUYER AND SELLER EACH AGREES HERETO TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN:
BOTH PARTIES HEREBY AGREE AND COVENANT AS TO HONORING THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT AS PER THE INTERNATIONAL CHAMBER OF COMMERCE ICC 600 2007 REVISION.

ARTICLE 01 - ORIGIN RUSSIAN FEDERATION

ARTICLE 02 - PRODUCT NAME, QUALITY AND SPECIFICATIONS

THE COMMODITY SHALL BE CORRESPONDING AS PER INSPECTION CERTIFICATE ISSUED BY SGS OR COMPATIBLE WORLD CLASS INSPECTION ORGANIZATION AT PORT OF LOADING CONFIRMING THAT THE COMMODITY MEETS THE FOLLOWING

SPECIFICATIONS: RUSSIAN LIQUEFIED PETROLEUM GAS (LPG) (GOST 2044890)



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SPECIFICATION:

Specification of RUSSIAN LIQUEDIED PETROLUUM GAS (LPG) (GOST 2044890)

TEST	GUARANTEE	METHOD
Composition, liquid volume %		ASTM D-2163
Ethane	Max 2.0	
Propane	Min 95.0	
Butanes	Max 4.0	
Pentanes and heavier	Nil	
Total Olefins	Max 0.1	
Corrosive Compounds, Copper strip	Max No.1	ASTM D-1838
Hydrogen Sulfide, ppm (wt) (b)	Max 5	Lead acetate paper per Exxon Lab. Inspection Circular 200.14 UOP-212
Specific Gravity, 60°F/60°F	To be reported	ASTM D-2598
Sulfur (Total), ppm (wt) (µg/g)	Max 30	ASTM D-2784 (d)
Vapor pressure @ 100°F, psig (kPa(g))	Max 200 (1380)	ASTM D-2598/D-1267
Water Content, ppm (wt)	Max 10 (c)	ASTM E-700

ARTICLE 03 – PACKING

BULK

ARTICLE 04 – DESTINATION PORT : (CIF) Walvis Bay Port in

Namibia (ASWP)

TIME OF SHIPMENT: THE FIRST DELIVERY DATE WILL BE WITHIN 15 DAYS AFTER THE BUYER’S SBLC BECOMES EFFECTIVE. THE OTHERS WOULD BE ACCORDING TO SHIPPING SCHEDULE PLAN.

ARTICLE 05 - BASIS OF DELIVERY

RUSSIAN LIQUEDIED PETROLEUM GAS (LPG) (GOST 2044890) \$200/190MT 3,000MT x 12MONTHS
MONTHLY QUANTITY: 3,000MT X12months / First delivery 3,000MT

PLACE/PORT OF LOADING: THE NOMINATED PORTS OF LOADING IS PORTS OF PRISMOSK OR VLADIVOSTOK (ASWP)”



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INCOTERMS: „INCOTERMS 2010“

PRODUCTPRICE: \$200/190/MT (CIF) Walvis Bay Port in Namibia (ASWP)

ORIGIN: RUSSIA

Discharge Port: (CIF) Walvis Bay Port in Namibia (ASWP)

LAYCAN:

PAYMENTTERMS: IRREVOCABLE, DIVISIBLE, CONFIRMED AND TRANSFERABLE

SBL/MT760, MT103 (TT-WIRETRANSFER).

COMMISSIONS: \$10/MT (Seller Side: 50%, BuyerSide: 50%.)

PACKING: ISO LPG BULK

LAYTIME: 36 Hrs SHINC +6 Hrs. No berthing between 17hrs and 07 hrs

INSPECTION: SGS at loading port at seller's cost. CIQ Discharge port at buyer's cost.

FULL POP: Provided bank to bank per working procedure.

VETTING: vessel to have Total-Shell or Exxon Mobil vetting. In case of no vetting, buyer will do the need full to clear the vessel

ARTICLE 06 - PRODUCT DOCUMENTATION

A FULL SET OF THE FOLLOWING DOCUMENTS WILL BE ISSUED:

- ✓ CLEAN ON BOARD OCEAN BILL OF LADING MARKED SHORT FORM - FULL SET IN 3 ORIGINALS.
- ✓ PACKING LIST IN 3 ORIGINALS AND 3 COPIES.
- ✓ SIGNED COMMERCIAL INVOICE IN 3 ORIGINALS AND 3 COPIES.
- ✓ CERTIFICATE OF ORIGIN ISSUED BY OR ENDORSED BY THE CHAMBER OF COMMERCE OF COUNTRY OF ORIGIN OR DEPARTMENT OF TRADE OR MINISTRY OF INDUSTRY AND TRADE IN 1 ORIGINAL AND 3 COPIES.
- ✓ CERTIFICATE OF QUALITY AND QUANTITY AND WEIGHT ISSUED BY SGS INSPECTION IN 2 ORIGINALS.
- ✓ CERTIFICATE OF HOLD AND HATCH CLEANLINESS ISSUED BY SGS OR AN INDEPENDENT SURVEYOR IN 2 ORIGINALS.
- ✓ COPY OF FAX OR CABLE SENT BY SELLER WITHIN 8 (EIGHT) WORKING DAYS FROM BL-DATE TO THE BUYER OF THE DETAILED SHIPPING ADVICE SHOWING: SHIPMENT NUMBER+ COMMODITY NAME + VESSELS NAME + NATIONALITY + FLAG + B/L WITH NUMBER AND DATE + QUANTITY OF LOADED CARGO + NAME OF LOADING PORT + ETA AT DISCHARGING PORT + TOTAL INVOICE VALUE.
- ✓ SGS CERTIFICATE CONFIRMING THE GOODS FULLY SHIPPED AT THE LOADING PORT
- ✓ BUYER'S SIGNED AND SEALED CERTIFICATE CONFIRMING THE CARRYING VESSEL TO BE ACCEPTED IN 1 ORIGINAL AND 2 COPIES.

ARTICLE 07 - WEIGHT AND QUALITY AN INSPECTION

„SOCIETE GENERALE DE SURVEILLANCE“ (SGS)

AT SELLER'S COST SHALL INSPECT COMMODITY AT THE PLACE/PORT OF LOADING.

SGS SHALL ISSUE AN INSPECTION CERTIFICATE OF QUALITY AND QUANTITY FOR EACH SHIPMENT TO CERTIFY THAT THE GOODS ARE IN GOOD ORDER AND CONDITION



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AND BEING CONFORM TO THE SPECIFICATIONS HEREIN STATED FOR LIQUEFIED PETROLEUM GAS BUYER IS ENTITLED TO LODGE THE CLAIM ON QUALITY IF AND WHEN NECESSARY; WITHIN 30 DAYS AFTER THE COMPLETION OF DISCHARGE AT DISCHARGING PORT:

THE CLAIM SHALL BE SUBMITTED IN TWO COPIES AND SHOULD CONTAIN FOLLOWING: DATE, CONTRACT NUMBER, DESCRIPTION OF THE GOODS IN ACCORDANCE WITH THE CONTRACT, WEIGHT OF THE GOODS WITH RESPECT TO THE CLAIM SUBMITTED, VESSELS NAME AND NUMBER OF B/L, THE MARKING OF THE GOODS, A CERTIFICATE OF DAMAGE WITH DETAILED DESCRIPTION OF DEFECTS AND DAMAGES OR ANY NON-CONFORMITIES OF THE GOODS TO THE CONTRACT QUALITY CONDITIONS.

THE CLAIM IS TO BE SUPPORTED WITH CIQ CLAIM CERTIFICATE ISSUED BY CIQ INSPECTION AGENCY AT THE DISCHARGING PORT AND ARRANGED AT BUYER'S EXPENSES.

THE CLAIM HAS TO BE SENT TO THE SELLER BY REGISTERED MAIL, THE POSTAL STAMP ON THE LETTER SHALL BE CONSIDERED AS THE DATE OF THE CLAIM. MATERIALS UNDER CLAIM HAVE TO BE KEPT ON SELLER'S DISPOSAL UNTIL THE SETTLEMENT OF THE CLAIM AND BEFORE THAT IT CAN'T BE PROCESSED OR RE-SOLD. SHOULD THE BUYER FAIL TO SUBMIT THE CLAIM WITHIN STIPULATED PERIOD, HE LOSES FURTHER HIS RIGHTS TO CLAIM.

SHOULD THE SELLER DISPUTE THE DIFFERENCE IN QUALITY CLAIMED AT THE DISCHARGING PORT, HE HAS THE RIGHT TO APPOINT THE INDEPENDENT SURVEYOR (MUTUALLY AGREED BY BOTH PARTIES) TO ASCERTAIN THE FINAL QUALITY. RESULT FOUND BY INDEPENDENT SURVEYOR SHALL BE FINAL AND BINDING FOR BOTH PARTIES AND THE COST OF THE SURVEY TO BE ON THE ACCOUNT OF THE PARTY FOUND TO BE WRONG.

ARTICLE 08 - PRODUCT PRICE: \$200/190/MT

THE BUYER AND SELLER AGREE TO THE FOLLOWING QUANTITIES, PRICE AND PAYMENT TERMS:

TOTAL QUANTITY: 36,000MTS (thirty six thousand only) METRIC TONS (+/-5%)

FIRST TRIAL SHIPMENTS: 3,000MTS X 1Time

PRICE (DAP China port): USD \$200/MT.GROSS, \$190MTS.NET (ASWP)

COMMISSION : \$10/MT,

FIRST DELIEVERY VALUE: USD \$600, 000.00 (Six Hundred Thousand US Dollars) (+/- 5%)

TOTAL CONTRACT VALUE: USD 7,200,000.00 (Seven million Two Hundred Thousand US dollars) (+/- 5%) FOR AN AGREGATED QUANTITY OF 3,000MT x 12months (+/5%)
Monthly AT USD \$200 PER MT ON (CIF) BASIS.

ARTICLE 09 – PERFORMANCE BOND

THE STANDBY LETTER OF CREDIT IN THE AMOUNT OF TWO PERCENT (2%) OF THE VALUE OF ONE MONTH SHIPMENTS (4 * 5,000 tons LPG * \$260 /MT) AS PERFORMANCE BOND, SHALL BE ISSUED FROM AN EQUAL ACCEPTABLE PRIME INTERNATIONAL BANK TO BUYER'S BANK AND CONFIRMED IRREVOCABLY. THE STANDBY LETTER OF CREDIT PERIOD VALIDITY IS ONE YEAR.

THIS STANDBY LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN



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ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (HEREINAFTER THE "ISP 98"), AND ALL AND ANY MATTERS UNDER THIS STANDBY LETTER OF CREDIT NOT ADDRESSED BY ISP 98 SHALL BE SUBJECT TO THE LAWS OF THE SINGAPORE.

ARTICLE 10 - TERMS OF PAYMENT

1 METHOD OF PAYMENT: SBLC+MT103

2 THE BUYER ISSUES SBLC FOR A SHIPMENT OF 5,000 TONS. IT IS VALID FOR ONE MONTH. THE SBLC CORRESPONDS TO EACH SHIPMENT AGAINST THE CONTRACT SIGNED BY THE BUYER AND THE SELLER. BUYER WOULD EXTEND THE SBLC'S VALIDITY TO COVER THE PERIOD OF THIS CONTRACT WITHIN 5 WORKING DAYS AFTER THE TRIAL SHIPMENT GOODS BE DISCHARGED TO THE BUYER'S STORAGE FACILITY AT DESTINATION PORT.

3 THE BUYER'S BANK SHALL PAY TO THE SELLER THROUGH TT WITHIN 3 BANK WORKING DAYS AFTER BUYER'S RECEIPT OF THE FULL SET DOCUMENTS (REFER TO 6) AND THE GOOD'S PHYSICAL DISCHARGE AT THE DESTINATION PORT.

4 IF (3) ABOVE IS MET. BUT THE BUYER FAILS TO PERFORM THE PAYMENT OBLIGATION, THE SELLER MAY USE THE SBLC TO COLLECT THE PAYMENT

5 THE FACE VALUE OF THE BANK INSTRUMENT SHALL BE SUFFICIENT TO COVER THE AMOUNT IN US DOLLARS. THE AMOUNT PAYABLE BY THE BUYER TO THE SELLER SHALL BE THE AMOUNT SET OUT IN THE SELLER'S INVOICE. SUCH AMOUNT SHALL BE CALCULATED BY MULTIPLYING THE UNIT PRICE BY THE QUANTITY STATED IN THE INDEPENDENT SURVEYOR'S CERTIFICATE OF QUANTITY.

6 SETTLEMENTS SHALL BE MADE AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS:

6.1 SELLER'S SIGNED COMMERCIAL INVOICE IN TRIPLICATE (ORIGINAL), COVERING THE COMMODITY COST BASED ON THE WEIGHT INDICATED IN THE BILL OF LADING. FULL SET OF 3 / 3 ORIGINAL AND 4 NON-NEGOTIABLE COPIES OF "CLEAN ON BOARD" MARINE BILL OF LADING, INDICATED BUYER AS CONSIGNEE AND SIGNED BY THE CAPTAIN OR SHIPPING AGENT AND INDICATING THE FOLLOWING:

- (1) QUANTITY IN MTS
- (2) PORT OF LOADING
- (3) DESTINATION / PORT OF DISCHARGE / DESIGNATED DISCHARGE TERMINAL
- (4) MARKED "FREIGHT PREPAID" AND "SHIPPED ON BOARD"
- (5) PRODUCT DESCRIPTION

6.2 FULL SET OF ONE (1) ORIGINAL PLUS TWO (2) COPIES OF INSURANCE POLICY FOR COVERING 110% OF THE INVOICE VALUE AGAINST ALL RISKS AND WAR RISK AND INDICATING BUYER AS BENEFICIARY.

6.3 CERTIFICATE OF QUALITY, ISSUED OR SIGNED BY THE INDEPENDENT SURVEYOR SGS AT THE PORT OF LOADING, CONFIRMING QUALITY CONFORMITY TO THE SPECIFICATIONS STIPULATED IN THIS CONTRACT.

6.4 CERTIFICATE OF QUANTITY ISSUED OR SIGNED BY THE INDEPENDENT SURVEYOR SGS AT THE PORT OF LOADING, INDICATING THE QUANTITY IN METRIC TONS.

6.5 CERTIFICATES OF ORIGIN ISSUED OR SIGNED BY THE RELEVANT CHAMBER OF COMMERCE, SPECIFYING THE COUNTRY OF ORIGIN OF THE GOODS.

6.6 TIME SHEET, SIGNED BY EITHER THE CAPTAIN OR LOCAL AGENT.

6.7 CERTIFICATE OF CLEANLINESS OF PUMPS AND LINES SIGNED BY INDEPENDENT SURVEYOR AT THE PORT OF LOADING; CAPTAIN'S ACT CONFIRMING RECEIPT OF SEALED



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CONTROL (ARBITRATION) SAMPLES.

6.8 CAPTAINS ACT CONFIRMING RECEIPT OF ALL DOCUMENTS, EXCLUDING COMMERCIAL INVOICE.

6.9 THE CERTIFICATE OF RECEIPT AT DESTINATION PORT OR SHORE TANK (ORIGINAL). 7 THE QUANTITY OF GOODS SETTLED FOR EACH SHIPMENT UNDER THIS CONTRACT IS SUBJECT TO THE NUMBER OF DESTINATION CIQ OR SGS INSPECTIONS. IN THE EVENT OF ANY DIFFERENCE BETWEEN THE TOTAL AMOUNT DRAWN FROM THE ESTABLISHED BANK INSTRUMENT AND THE AMOUNT CORRESPONDING TO THE TOTAL VALUE OF CARGO EFFECTIVELY DELIVERED AS ASSESSED AT THE DISCHARGE TERMINAL, SUCH DIFFERENCE SHALL BE CARRIED OVER TO THE NEXT CONSECUTIVE SHIPMENT. VARIANCES IN THE LAST MONTH OF THE CONTRACT WILL BE SETTLED BY MUTUAL AGREEMENT BETWEEN THE PARTIES, FAILING WHICH, SETTLEMENT OF THE VARIANCE WILL BE DETERMINED BY AN INDEPENDENT FIRM OF CHARTERED ACCOUNTANTS.

OTHER DOCUMENTS:

- CHARTER PARTY BILL OF LADING AND THIRD-PARTY DOCUMENTS ARE ACCEPTABLE.
- PARTIAL SHIPMENT ALLOWED AND TRANSSHIPMENT NOT ALLOWED.
- SHIPPING DOCUMENTS PRESENTED WITHIN 21 (TWENTY-ONE) DAYS AFTER BILL OF LADING DATE BUT WITHIN IRREVOCABLE, NON-TRANSFERABLE, UNENCUMBERED, UNCONDITIONAL, DIVISIBLE BY SHIPMENT, REVOLVING, IRREVOCABLE STANDBY LETTER OF CREDIT VALIDITY ARE ACCEPTABLE. THE DOCUMENTS SHALL INCLUDE CHARTER PARTY BILLS OF LADING AND SUCH DOCUMENTS SHALL BE ACCEPTABLE.
- QUANTITY AND AMOUNT OF BANK GUARANTEE PLUS OR MINUS FIVE PERCENT (+/- 5%) ALLOWED.
- DOCUMENTS WORDING (PCT) OR (%) OR (0/0) OR (PERCENT) IS ACCEPTABLE.
- STANDBY LETTER OF CREDIT AMENDMENT CHARGES WILL BE AT FAULTY PARTY'S ACCOUNT.
- ALL BANK CHARGES AT ISSUING BANK ONLY ARE FOR THE ACCOUNT OF APPLICANT.

ARTICLE 11 - OTHER CONTRACT CONDITIONS

- ✓ SHIPMENT IN VESSELS CLASSIFIED LLOYDS 1001A OR EQUIVALENT.
- ✓ BUYER'S TO NOMINATE VESSEL MIN 5 DAYS BEFORE ETA FOR LOADING.

ARTICLE 12 - CONTRACT PROCEDURES

PROCEDURE (CIF):

1. SELLER ISSUE SOFT CORPORATE OFFER (SCO) TO BUYER"" BUYER SENDS LOI/ICPO WITH COMPANY'S REGISTRATION CERTIFICATE, DATA PAGE PASSPORT COPY TO SELLER FOR OBTAINING ALLOCATION TRANSACTION CODE.
2. SELLER ISSUES DRAFT OF SPA TO THE BUYER FOR REVIEW AND SIGNS.
3. AFTER RECEIVING SIGNED SPA SELLER ISSUES INVOICE FOR ALLOCATION TRANSACTION CODE / CONTRACT APPROVAL FOR LEGALIZATION AND NOTARIZATION OF THE TRANSACTION DOCUMENT BY THE GOVERNMENT TO ENABLE THE CONTRACT VALID.



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4. UPON APPROVAL OF CONTRACT BY THE MINISTRY OF ENERGY SELLER ISSUES PARTIAL POP ON LISTED BELOW DOCUMENT WITH APPROVE CONTRACT

- COPY OF LICENSE CERTIFICATE
- COPY OF STATEMENT OF AVAILABILITY OF THE PRODUCT
- COPY OF PERFORMA INVOICE.
- CERTIFICATE OF ORIGIN.
- PRODUCT PASSPORT
- APPROVE CONTRACT

5. WITHIN THREE (3) BANKING DAYS, BUYER OPEN OPERATIVE IRREVOCABLE FULLY FUNDED CONFIRMABLE STANDBY LETTER OF CREDIT (SBLC) MT760 TO SELLER FIDUCIARY COMPANY BANK OUTSIDE RUSSIA AND SEND COPY TO SELLER VIA EMAIL.

6. SELLER FIDUCIARY BANK CHECKS THE COPY OF SBLC AND SELLER OPEN 2%PB TO BUYER BANK.

7. LOADING COMMENCES.

8. SELLER SENDS ALL SHIPPING DOCUMENTS TO BUYER.

9. BUYER MAKE PAYMENT AT SIGHT AGAINST APPROVED INSPECTION COMPANY AND PAYMENT VIA MT103/TT6

MISCELLANEOUS:

- ✓ UPON SIGNING THIS CONTRACT ALL PREVIOUS NEGOTIATIONS AND ALSO ALL PREVIOUS CORRESPONDENCE IS TO BE CONSIDERED NULL AND VOID.
- ✓ CHANGES TO THE TERMS AND CONDITIONS OF THIS CONTRACT MUST BE IN WRITING AND AGREED TO IN WRITING BY ALL PARTIES INVOLVED.
- ✓ THIS CONTRACT SHALL BE LEGAL AND BINDING UPON NOTARIZED WITH THE CHAMBER OF COMMERCE
- ✓ CARBON COPIES CANNOT BE USED AND WILL NOT BE ACCEPTED.
- ✓ DOCUMENTS IN OTHER THAN ENGLISH LANGUAGE ARE NOT ACCEPTABLE.
- ✓ THIS CONTRACT IS ONLY CONSIDERED VALID AND CONCLUDED AFTER THE PARTIES HAVE SIGNED ALL PAGES INDIVIDUALLY AND PUT THEIR SIGNATURE AND CORPORATE SEAL.

ARTICLE 13 – PRE ADVICE OF SHIPMENT -VESSEL DISCHARGE & TERMS OF DELIVERY

PRE ADVICE OF SHIPMENT:

- ✓ TEN (10) WORKING DAYS BEFORE LOADING COMMENCES, THE SELLER SHALL INFORM THE BUYER BY CABLE, TELEX OR FAX OF THE CONTRACT NUMBER, RDLN NUMBER, NAME OF THE COMMODITY.

NOTICE OF SHIPMENT:

AFTER THE VESSEL IS LOADED AND DEPARTED THE PORT OF LOADING FOR PORT OF DESTINATION (WITHIN 1 (ONE) WORKING DAY AFTER THE DATE OF B/L) AND WHEN THE SHIP IS TO ARRIVE, THE SELLER OR THE MASTER OF THE VESSEL OR HIS AUTHORIZED AGENT AT THE DESTINATION PORT SHALL NOTIFY THE BUYER BY FAX. THE NOTIFICATIONS SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL ACCEPTED STANDARDS. ALSO FOLLOWING VESSEL DESCRIPTION SHALL BE INCLUDED.



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- A) NAME OF THE VESSEL
- B) NATIONALITY OF THE VESSEL
- C) CONTRACT NUMBER
- D) QUANTITY
- E) AGE OF THE VESSEL
- F) FLAG OF THE VESSEL
- G) LOA/BEAM
- H) NUMBER OF HOLDS/HATCHES/CRANES/DERRICKS

TERMS OF DELIVERY:

- ✓ THE PORTS AND STORAGE TANKS CAN ONLY UNLOAD THE PRESSURIZED LPG AT NORMAL TEMPERATURE.
- ✓ THE VESSEL AGE MUST BE NO MORE THAN 10 YEARS.
- ✓ THE SHIPMENT SHALL BE AS PER AGREEMENT TO THIS CONTRACT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT.
- ✓ ALL SUPERVISION CHARGES AT PORT OF UNLOADING ARE FOR THE BUYER,,S ACCOUNT, ANY TAXES OR LEVIES AT PORT OF LOADING ARE ON THE SELLER"S ACCOUNT.

ARTICLE 14 - PRODUCT INSURANCE

- ✓ THE PRODUCT INSURANCE WOULD BE COVERED BY SELLER.

ARTICLE 15 – FORCE-MAJEURE

FORCE-MAJEURE IS DEFINED AS SITUATION/CONDITION SUCH AS ACTS OF GOD, STORMS, FIRE, WAR, CIVIL WAR, MILITARY ACTION, GOVERNMENT EMERGENCY ORDERS, STOP-ORDER, BLOCKADES, PROHIBITION OF EXPORT OF IMPORT OR STRIKES AS WELL AS TRANSPORTATION ACCIDENT AND OTHER CIRCUMSTANCES BEYOND THE PARTIES CONTROL (IE) EARTHQUAKE, TIDAL WAVES ETC. THE VALID FORCE-MAJEURE CLOSE OF THE ICC IS APPLIED TO THIS CONTRACT (INTERNATIONAL PROVISIONS OF FORCE-MAJEURE PUBLISHED BY ICC).

THE SELLER AND BUYER SHALL NOT BE RESPONSIBLE FOR THE NON-PERFORMANCE OF THIS CONTRACT IN CASE OF FORCE-MAJEURE, BUT, WHEN FORCE-MAJEURE HAPPENS, THE SELLER OR BUYER MUST IMMEDIATELY SEND WITHIN 15 (FIFTEEN) DAYS THEREAFTER BY REGISTERED AIR MAIL TO THE OTHER PARTY A CERTIFICATE OF FORCE-MAJEURE ISSUED BY A COMPETENT GOVERNMENT AUTHORITY AT THE PLACE WHERE THE FORCE-MAJEURE OCCURED AS EVIDENCE THEREOF. SHOULD THE EFFECT OF THE FORCE-MAJEURE CONTINUE FOR MORE THAN 120 (ONE HUNDRED TWENTY) CONSECUTIVE DAYS, THE BUYER AND THE SELLER SHALL DISCUSS THROUGH FRIENDLY NEGOTIATION AS SOON AS POSSIBLE THEIR OBLIGATION TO CONTINUE PERFORMANCE UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. BOTH PARTIES AGREE THAT THE FORCE-MAJEURE CLAUSE OF ICC WILL BE APPLICABLE.

ARTICLE 16 - CONTRACT ARBITRATION

IF ANY DISPUTE HAPPENS, THE TWO PARTIES AGREE TO TRY THEIR UTMOST TO SOLVE IT BY FRIENDLY NEGOTIATION. IF THE DISPUTE PROVES IMPOSSIBLE TO SETTLE, ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PRESENT CONTRACT SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL



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CHAMBER OF COMMERCE + THE DISPUTED MATTER WILL BE SUBJECT TO ARBITRATION BY AN ARBITRATOR IN PARIS, FRANCE UNDER ICC RULES AND REGULATIONS. THE LOSING PARTY WILL PAY THE ARBITRATION FEE. IT IS UNDERSTOOD THAT IN THE EVENT OF DISPUTE OR ARBITRATION, ENGLISH SHALL PREVAIL. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING FOR BOTH PARTIES.

ARTICLE 17 - EXECUTION OF CONTRACT

EACH OF THE PARTIES TO THIS CONTRACT REPRESENTS THAT IT HAS FULL LEGAL AUTHORITY TO EXECUTE THIS CONTRACT AND THAT EACH PARTY IS TO BE BOUND BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN. EACH PARTY AGREES THAT CONTRACT MAY BE EXECUTED SIMULTANEOUSLY BY AND BETWEEN THE PARTIES VIA FAX OR FACSIMILE TRANSMISSION, EACH OF WHICH SHALL BE DEEMED AS ORIGINAL NATURE. THIS CONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY CHANGE WILL BE MADE IN WRITING, EXECUTED BY BOTH PARTIES.

ARTICLE 18 - CONFIDENTIALITY

BUYER AND SELLER RESPECT THE CONFIDENTIAL NATURE OF THIS AGREEMENT AND AGREE TO MAINTAIN IN STRICTEST CONFIDENCE THE NAMES OF THE PARTIES WHOSE IDENTITIES MAY BECOME KNOWN TO ONE ANOTHER THROUGH EITHER THE TENDERING OF DOCUMENTS OR ASSEMBLY OF BANKING OR GOVERNMENT APPROVALS. THE PARTIES AGREE TO MAINTAIN STRICT CONFIDENTIALITY CONCERNING THE IDENTITIES OF THE PARTIES DIRECTLY OR INDIRECTLY INVOLVED IN THIS TRANSACTION. BUYER AND SELLER ACCEPT AND AGREE TO THE PROVISIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE FOR NON-CIRCUMVENTION AND NON-DISCLOSURE WITH REGARDS TO BUYER AND SELLER BEING INVOLVED IN THIS CONTRACT, ADDITIONS, RENEWALS AND THIRD PARTY ASSIGNMENTS WITH FULL RECIPROCATON. ALL DATA REMAIN THE PROPERTY OF THE PARTY WHO HAS BROUGHT THE RESPECTIVE DATA INTO THIS TRANSACTION.

ANY OF THE PARTIES BREACHING THIS RULE WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH ACTION, REGARDLESS OF WHETHER THEY ARE COMMITTED DELIBERATELY OR BY NEGLIGENCE. IN CASE OF BREACH OF THE RESPECTIVE RULES EMITTED, THE INTERNATIONAL CHAMBER OF COMMERCE IN PARIS, FRANCE WILL BE APPLIED TO.

ARTICLE 19 - GOVERNING LAW

THE CONTRACT WILL BE GOVERNED, AND INTERPRETED IN ACCORDANCE WITH THE UNITED NATIONS CONVENTIONS FOR INTERNATIONAL SALE OF GOODS (UN CONVENTION). IN THE EVENT OF INCONSISTENCY BETWEEN THIS CONTRACT AND THE PROVISIONS OF THE UN CONVENTION, THIS CONTRACT WILL HAVE PRIORITY FOR THE PURPOSE OF ARTICLE, OF THE UN CONVENTION, A REASONABLE PERIOD OF TIME WILL BE DEEMED TO BE 5 (FIVE) DAYS. THIS CONTRACT SHALL FURTHER BE CONSTRUED IN ACCORDANCE WITH ICC RULES.

ARTICLE 20 - NON-COMPLIANCE PENALTY

NON-COMPLIANCE PENALTY AFTER CONTRACT SIGNATURE IS 8% OF ONE SHIPMENT VALUE PAYABLE BY THE DEFAULTING PARTY.

IN THE EVENT OF DELAYED DELIVERY, THE SELLER SHALL PAY TO THE BUYER AN AMOUNT EQUIVALENT OF 100% OF THE SELLER'S SBLIC MT760 AMOUNT. IN THE EVENT



LLC RN-TUAPSE REFINERY

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Www.Rosneft.com VHH:2365004375 OKTIO:1052313098683



THE BUYER DELAY TO OPEN THE IRREVOCABLE, CONFIRMABLE, NON-TRANSFERABLE SBLC IN THE TERMS REQUIRED BY THE SELLER, AND IN THE DELAY FIXED IN THE SIGNED AND SEALED DRAFT CONTRACT, THE BUYER SHALL PAY TO THE SELLER AN AMOUNT EQUIVALENT OF 8% OF THE BUYER'S SBLC MT760 AMOUNT. THE PARTIES WHO ARE SIGNATORIES TO THIS CONTRACT AGREE THAT, IN CASE OF BREACH OF THIS CONTRACT THE DEFAULTING SHALL PAY THIS PENALTY OF ABOVE-MENTIONED AMOUNT TO THE AGGRIEVED PARTY IMMEDIATELY UPON THE LETTER'S DEMAND, ANY CLAIMS.

ARTICLE 21 - IMPLEMENTATION

WHILST SIGNATURE ON THIS CONTRACT CERTIFIES THE INTENTION OF BOTH PARTIES TO THE CONTRACT, THE TERMS OF THIS CONTRACT SHALL BECOME BINDING UPON BOTH PARTIES ONLY AT SUCH TIME AS THE FOLLOWING HAVE BEEN COMPLIED WITH, IN WRITING.

ARTICLE 22 – SELLER'S BANKING INFORMATION: SBLC MT760, BG

BANK NAME	BPM (BANCO POPOLARE DI MILANO) AG. 175
BANK ADDRESS	VIA VERDI 1, GARBAGNATE LI. (MI) ITALI.
SWIFT CODE	BAPPIT22
ACCOUNT NAME	METAL PRISMA SRL
ACCOUNT NO.	IT89K050 3433130000000015220
IBAN NO.	IT89K050 3433130000000015220
BANK TEL/FAX	+390299025491
BANK OFFICER	ARCHINA CARLO

BUYER'S BANKING DETAILS: ,SBLCMT760,BG

Name of the Bank:	
BANKS ADDRESS:	
Account Number:	
SWIFT CODE:	
Account Name:	
Bank Officer:	
Telephone No	
Fax Number:	



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CONFIRMING BANK DETAILS: (if issuing bank is not a prime bank)

BANK NAME :
ADDRESS :
SWIFT :
TELEPHONE NUMBER :
FAX NUMBER :

ARTICLE 23 - FINAL PROVISIONS

THE PRESENT CONTRACT IS CONSTITUTED IN DUPLICATE, ON ONE TO EACH PARTY.
THE PRESENT CONTRACT IS VALID IN THE FACSIMILE OR EMAIL FORM.
ACCEPTED AND AGREED WITHOUT CHANGE.

ARTICLE 24 - APPLICABLE LAWS AND DEFINITIONS

THIS CONTRACT SHALL BE GOVERNED BY AND DONE ACCORDING TO THE RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC/PARIS) AND SUBJECT TO THE INTERPRETATION OF „INCOTERMS 2010“ EDITION AND AS AMENDED TO APPLY.
IN WITNESS THEREOF, BOTH PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AND HAVE THEREBY UNDERSTOOD, AGREED AND ACCEPTED THE TERMS AND CONDITIONS STATED HEREIN WITH SIGNATURES AFFIXED BELOW ON THE FIRST DATE ABOVE WRITTEN:

Shipping Schedule Plan:

SHIPMENT NO.	Year	Month	Shipment Plan	Sub- Total	Discharging at (CIF) Walvis Bay Port in Namibia.
10-2020	2019	October Trial Run	3,000Tonsx1	3,000Tons	3,000Tonsx1
11-2019	2019	November	3,000Tonsx1	3,000 Tons	3,000Tons x1
12-2019	2019	December	3,000Tonsx1	3,000 Tons	3,000Tonsx1
01-2020	2020	January	3,000Tonsx1	3,000 Tons	3,000Tonsx1
02-2020	2020	February	3,000Tonsx4	3,000 Tons	3,000Tonsx1
03-2020	2020	March	3,000Tonsx4	3,000 Tons	3,000Tonsx1
04-2020	2020	April	3,000Tonsx4	3,000 Tons	3,000Tonsx1
05-2020	2020	May	3,000Tonsx4	3,000 Tons	3,000Tonsx1
06-2020	2020	June	3,000Tonsx1	3,000 Tons	3,000Tonsx1



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07-2020	2020	July	5000Tonsx1	3,0000 Tons	3,000Tonsx1
08-2020	2020	August	3,000Tonsx1	3,0000 Tons	3,000Tonsx1
09-2020	2020	September	3,000Tonsx1	3,000 Tons	3,000Tonsx1

ARTICLE 25 – SIGNED THIS ON, DATE

THE SELLER: LLC RN-TUAPSE REFINERY

REPRESENTED BY: Mr. Sergey Nikolaevich Skuridin (Deputy General Director)

COUNTRY: RUSSIA

DATE: 04/10/2019

BUYERS'S SIGNATURE , STAMP AND SEAL :



SELLER'S SIGNATURE, STAMP AND SEAL:

THE BUYER:

REPRESENTED BY:

COUNTRY:

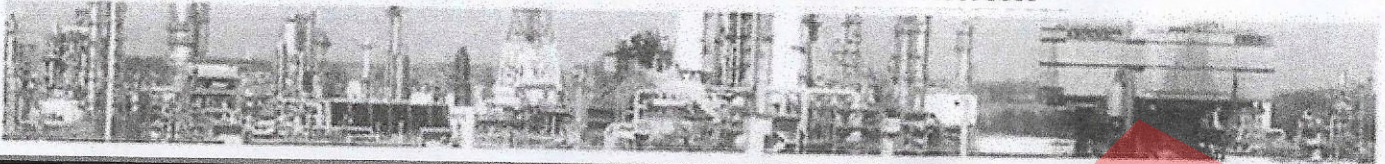
DATE: 04/10/2019

BUYERS'S SIGNATURE , STAMP AND SEAL :



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07-2020	2020	July	5000Tonsx1	3,0000 Tons	3,000Tonsx1
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09-2020	2020	September	3,000Tonsx1	3,000 Tons	3,000Tonsx1

ARTICLE 25 – SIGNED THIS ON, DATE

THE SELLER: LLC RN-TUAPSE REFINERY

REPRESENTED BY: Mr. Sergey Nikolaevich Skuridin (Deputy General Director)

COUNTRY: RUSSIA

DATE: 04/10/2019

BUYERS'S SIGNATURE , STAMP AND SEAL :



SELLER'S SIGNATURE, STAMP AND SEAL:

THE BUYER:

REPRESENTED BY:

COUNTRY:

DATE: 04/10/2019

BUYERS'S SIGNATURE , STAMP AND SEAL :