

# **“SALES & PURCHASE” AGREEMENT**

## **SPOT/ CIF ROTTERDAM SPOT**

**For Russian Gasoil Diesel (D2) L-0.02-62, GOST 305-82**

**SELLER'S TRANSACTION CODE:**

**BUYERS'S TRANSACTION CODE: 10 MILX12-040608**

**Sales and Purchase Agreement for 10 MIL MT X 12 CIF**

Low Sulphur Gasoil Diesel

**(D2) L-0.02-62, GOST 305-82**

**Delivery: SPOT ROTTERDAM**

This agreement is made on this 4th Day of June, 2008 and entered into between:

**SELLER :**

COMPANY NAME: :

REPRESENTED BY: :

ADDRESS: :

TEL.: :

FAX: :

E-MAIL: :

Hereinafter referred to as "**Seller**"

AND

**BUYER :**

COMPANY NAME: :

REPRESENTED BY: :

ADDRESS: :

TEL.: :

FAX: :

E-MAIL: :

Hereinafter referred to as "**BUYER**"

Hereinafter together shall be referred to as "**Party**" "**Parties**"

Commodity:  
Origin:  
Quantity:

Delivery:  
Duration:  
Price:  
Inspection:  
Payment Terms:

### **TRANSACTION PROCEDURES:**

- 1.- Buyer Issues LOI
- 2.- Buyer Issues Contract. After Signed and sealed by seller, contract is returned,
- 3.- Seller will submit through mail/fax transmission the Product "D2" Proof of Product "POP" to Buyer,  
consisting of following set of documents:

STORAGE TANKS (LOCATED IN ROTTERDAM OR CHILLINGTONS) RECEIPTS,  
OR TANKER RECEIPTS. CURRENT DATE "SGS INSPECTION CERTIFICATES  
RE QUANTITY & QUALITY"

- 4.- Buyer/buyers bank verifies Product "D2" POP's authenticity and pays via SWIFT MT103 direct to the Sellers designated bank account per shipment. Swift receipt will be faxed or mailed to the seller as confirmation that transfer of funds has been made.
- 5.- After verification & transfer of funds by MT103/23, the Seller transfers merchandize Title to Buyer or his  
nominated party's name and presents the pertinent documents to Buyer's bank.

### **AGREEMENT CLAUSES**

The Parties mutually desire to execute this Agreement which shall be binding upon and inure to the benefit of the Parties, their successors and assigns, in accordance with the jurisdictional law of the negotiated and fully executed Agreement with terms and provisions hereunder agreed upon.

### **SCOPE OF AGREEMENT**

The Seller hereby confirms with full legal and corporate responsibility and under penalty of perjury that the Seller is the owner of the Commodity, and is ready, willing, and able to enter into this Agreement for the purpose of selling the Commodity.

The Buyer hereby confirms with full legal and corporate responsibility and under penalty of perjury that the Buyer is ready, willing, and able to enter into this Agreement for the purpose of buying the Commodity.

### **COMMODITY**

In this document "Commodity" shall be understood to be low Sulphur content "Russian Gasoil Diesel (D2) L-0.02-62, GOST 305-82."

**QUANTITY**

The total contractual quantity of the Commodity sold and purchased under this Agreement is 10,000,000 (Ten Million metric tons) SPOT first month delivery and 10 MIL MT (TEN Million metric tons) per month for 12 months as per agreed loading schedule between SELLER and BUYER. Duration: 12 months with Possible Rolls and Extensions.

**QUALITY**

The Seller hereby guarantees that the quality of the Commodity sold will conform to the guaranteed specifications below.

**SPECIFICATIONS:** As per specification in Annex A attached hereto.

**SELLER'S BANKING INFORMATION:**

BANK NAME:

ADDRESS OF BANK:

ACCOUNT NUMBER:

SWIFT CODE:

IBAN:

ACCOUNT NAME:

Bank officer:

TEL /FAX:

**BUYER'S BANKING**

BANK NAME:

ADDRESS OF BANK:

SWIFT CODE:

IBAN:

ACCOUNT NAME:

Bank officer:

TEL /FAX:

**NOTE:** No contact with Seller or Buyer's bank is permitted without prior written notification and approval by return written notice. The Parties have the right to change their bank with a written notification and approval by the other Party.

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE INRESPECT OF ANY PROVISSION OF THIS CONTRACT.

ANY UNAUTHORIZED ALTERATION OF THIS CONTRACT BY RECIPIENT WILL DEEM THIS CONTRACT NULL AND VOID.

**SANCTIONS (NON PERFORMANCE)**

Should either Party fail to comply with any of their obligations to the other Party related to This Contract, then the contract is void.

### **INSPECTION**

The quality and the weight of the products shall be ascertained and certified by SGS at loading port at Seller's cost and at the discharging port at the Buyer's cost.

### **TAXES AND OBLIGATIONS**

The Buyer shall pay all any taxes, duties related to the performance of this contract and collected beyond the discharge port.

### **APPLICABLE LAW**

The English (UK) Law shall govern all matters relating to the validity, interpretation or performance of this contract.

### **ABRITRATION**

-All disputes arising in connection with the present contract shall be settled in an amicable way firstly. Should no agreement be reached by the parties, then the case shall brought for final settlement under the rules of conciliation and arbitration of the international Chamber of commerce in London by one or more arbitrators in accordance with the said rules.

-Each party shall appoint one arbitrator, nothing in the agreement shall be constructed to prevent any court having jurisdiction from issuing injunctions, attachment orders or order for other similar relief in aid of any arbitration commenced (or to be commenced) pursuant to the Section. Judgment upon the award rendered by the Arbitrator(s) could be entered in the Court having jurisdiction hereof.

-Neither party shall fail to comply in a timely way with the obligations of this part to be performed in a pursuance to this contract although a dispute has arisen and proceeded to arbitration.

-Findings as assessed by the designated third Arbitrator, without any possibility of recourse, will be final and binding on both parties.

### **CONFIDENTIALITY, NON DISCLOSURE AND NON CIRCUMVENTION**

All parties related to this contract accept and agree to the internationally accepted provisions for non-circumvention and non-disclosure with regard to all and every one of the parties involved in this transaction and contract, and any additions, renewals and third party assignments, with full reciprocation for a period of Five (5) years of the execution of this contract.

### **FORCE MAJEURE**

Neither party to this agreement shall be responsible for breach of contract cause by acts of God, insurrection and breakdown of refinery operations or supplies to the seller, civil war, military operations, and national or local emergencies. The parties hereby accept the international provisions of Force Majeure and hardships published by the International Chamber of Commerce.

### **DECLARATION**

The undersigned declare that the foregoing instrument fully sets forth the entire agreement between the parties and that the signatories below have been fully and duly authorized to enter into and bind each representative company to the contract.

WITNESS WHEREOF; THE PARTIES HERE TO SET THEIR HANDS AND ARE  
WITNESSED WITH SEALS UPON THIS COMMODITY CONTRACT AS OF THE June 4<sup>th</sup>,  
2008

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## ANNEX A

### **RUSSIAN GAS OIL D-2 L-0.2/62, GOST 305-82**

ASTM Colour max.	2
Density at 20 deg.C° kg/m <sup>3</sup> , max.	860
Cetane number, min.	45
Mercaptan sulphur, %, max.	0.02
Kinetic viscosity at 20 C°, mm <sup>2</sup> /c, (cst)	3.0-6.0
Pour point, C° max.	minus 10
Flash point (closed cup), C° min.	62
Sulphur, %, max.	0.02
Hydrogen sulphide	abs.
Copper strip test	passes
Water soluble acids and alkaloids	abs.
Actual gum content, mg/100cm <sup>3</sup> , max.	40
Acidity, mg/100 cm <sup>3</sup> of gas oil, max.	5
Iodine number, g/100g, max.	6
Ash, %, max.	0.01
Cokability of 10% residue, max., %	0.20
Filtration coefficient, max.	3
Sediments	abs.
Water	abs.
Filtration breaking point, C°, max.	Minus 5
Distillation, C°:	
50%, max	280
96% (final boiling point), max.	360
During October–March winter specification:	Pour Point not more than -15°C / Cloud Point -8°C Max.