



中国海洋石油(新加坡)贸易有限公司
CNOOC TRADING (SINGAPORE) PTE LTD

Co. Reg No.: 200412252W

SALES CONTRACT

TO : HIN LEONG TRADING (PTE) LTD
ATTN : CONTRACT DEPARTMENT
FROM : CNOOC TRADING (SINGAPORE) PTE LTD
DATE : 24 DECEMBER 2019
RE : 1,200,000 BBLS +/-5% AT OPERATIONAL TOLERANCE OF GASOIL 10PPM SULPHUR
FOB OR ITT UNIVERSAL TERMINAL, SINGAPORE DURING 01 – 05 JANUARY 2020

OUR CONTRACT REF : CT2020CN0058S-GO
YOUR CONTRACT REF : PLEASE ADVISE

THE PURPOSE OF THIS LETTER (THIS "CONTRACT") IS TO CONFIRM THE TERMS AND CONDITIONS OF THE TRANSACTION ENTERED INTO BETWEEN **HIN LEONG TRADING (PTE) LTD** (THE "BUYER") AND **CNOOC TRADING (SINGAPORE) PTE LTD** (THE "SELLER") ON **13 DECEMBER 2019** (THE "TRADE DATE"). THE PROVISIONS DOCUMENTED HEREIN (THE "SPECIAL PROVISIONS") AND THE GOVERNING GENERAL TERMS AND CONDITIONS SET OUT HEREIN AND ANY CORRESPONDENCES BETWEEN THE SELLER AND BUYER SHALL BE COLLECTIVELY REFERRED TO AS AN AGREEMENT (THE "AGREEMENT").

1. SELLER:

CNOOC TRADING (SINGAPORE) PTE LTD
12 MARINA BOULEVARD
#34-02 MARINA BAY FINANCIAL CENTRE TOWER 3
SINGAPORE 018982
(HEREINAFTER REFERRED TO AS "SELLER")

2. BUYER:

HIN LEONG TRADING (PTE) LTD
37 TUAS ROAD
SINGAPORE 638503
(HEREINAFTER REFERRED TO AS "BUYER")

3. PRODUCT:

GASOIL 10PPM SULPHUR

4. QUALITY:

THE PRODUCT SHALL BE OF THE QUALITY AND SPECIFICATIONS SET OUT BELOW:

PRODUCT SPEC	MIN	MAX	TEST METHODS
TOTAL ACID NUMBER, MG KOH/G		0.3	ASTM D664

CONTRACT REF. : CT2020CN0058S-GO

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APPEARANCE @ 25 DEG C	PASS PROC 1 CLEAR & BRIGHT, WITHOUT UNDISSOLVED SEDIMENT OR FREE WATER		ASTM D4176 (PROC 2)
ASH CONTENT, % WT		0.01	ASTM D482/EN ISO 6245
CETANE INDEX	46		ASTM D4737/EN ISO 4262
CETANE NUMBER	51		ASTM D613/EN ISO 5165
CONRADSON CARBON RESIDUE (10% DISTILLATION), % MASS		0.2	ASTM D4530/EN ISO 10370
CFPP, DEG C		-5	IP309/EN 116
CLOUD POINT, DEG C		-1	ASTM D2500/ISO 3015-92/JIS K 2269-87/EN 23015
COLOUR		2	ASTM D1500/ IP 196
CONDUCTIVITY @ 20 DEG C, PS/M	150		ASTM D2624/EN ISO 6297:1997
COPPER CORROSION (3 HRS AT 50 DEG C)		1	ASTM D130/EN ISO 2160
DENSITY AT 15 DEG C, G/ML	0.820	0.845	ASTM D4052/EN ISO 3675
DISTILLATION T95 (95% RECOVERED), DEG C		360	ASTM D86/EN ISO 3405:1998
DISTILLATION, % VOL RECOVERED @ 250 DEG C		65	EN ISO 3405:1998
DISTILLATION, % VOL RECOVERED @ 350 DEG C	85		EN ISO 3405:1998
FILTER BLOCKING TENDENCY		2	ASTM D2068/IP 387
FLASH POINT, DEG C	66		ASTM D93/EN 22719
KIN VISCOSITY @ 40 DEG C, CST	2.0	4.5	ASTM D445/EN ISO 3104
LUBRICITY (CORRECTED WEAR SCAR DIAMETER @ 60 DEG C), MICRONS		460	ASTM D6079/IP 450/ISO 12156-1
ODOUR	MERCHANTABLE		
OXIDATION STABILITY, MG/L		25	ASTM D2274/EN ISO 12205
PARTICULATE MATTER, MG/KG		24	EN 12662
POLYAROMATIC HYDROCARBONS (PAHS), % WT		11	IP391:1995
SULFUR CONTENT, PPM		10	ASTM D5453/EN ISO 20846/7 & 20884
WATER CONTENT, MG/KG		200	EN ISO 12937
WATER AND SEDIMENT, % VOL		0.05	ASTM D2709



THE SELLER'S OBLIGATIONS WITH REGARDS TO THE QUALITY OF THE PRODUCT SUPPLIED ARE LIMITED SOLELY TO SUPPLYING PRODUCT WHICH CORRESPONDS WITH THE DESCRIPTION AND ANY SPECIFICATIONS SET OUT IN THE CONTRACT.

ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS WHETHER EXPRESS, IMPLIED OR WHICH WOULD OTHERWISE BE IMPOSED BY STATUTE, WITH RESPECT TO QUALITY, SATISFACTORY QUALITY, SUITABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER OF THE PRODUCT ARE HEREBY EXCLUDED.

5. QUANTITY:

1,200,000 BARRELS ("BBL") PLUS OR MINUS 5 PERCENT AT OPERATIONAL TOLERANCE.

6. DELIVERY:

IN ONE TO THREE LOTS VIA FOB, ONE SAFE PORT/BERTH UNIVERSAL TERMINAL, SINGAPORE OR INTERTANK TRANSFER ("ITT") UNIVERSAL TERMINAL, SINGAPORE AT SELLER'S OPTION DURING THE PERIOD 01-05 JANUARY 2020 (BOTH DATES INCLUSIVE).

SELLER SHALL NARROW A 3-DAY LOADING DATE RANGE OR 3-DAY ITT DELIVERY DATE RANGE (WHICHEVER APPLICABLE) NO LATER THAN SEVEN DAYS PRIOR TO THE FIRST DAY OF THE APPLICABLE 3-DAY DATE RANGE.

FOR FOB LOADING:

BUYER SHALL NOMINATE THE LOADING VESSEL NO LATER THAN SEVEN DAYS PRIOR TO THE FIRST DAY OF THE 3-DAY LOADING DATE RANGE. THE NOMINATED VESSEL SHALL BE SUBJECT TO LOADING'S TERMINAL'S ACCEPTANCE WHICH SHALL NOT BE UNREASONABLY withheld.

IF THE FIRST DAY OF THE 7-DAY PERIOD FALLS ON A WEEKEND OR PUBLIC HOLIDAY THEN NOMINATION TO THE VESSEL SHALL BE MADE ON THE FRIDAY PRECEDING THE WEEKEND OR THE LAST BUSINESS DAY PRECEDING THE PUBLIC HOLIDAY.

ANY SUBSTITUTION OF VESSEL SHOULD BE IN WRITING AT LEAST 48 HOURS BEFORE THE FIRST DAY OF THE 3-DAY LOADING DATE RANGE. THE LOADING DATE RANGE FOR THE SUBSTITUTED VESSEL SHALL NOT DIFFER FROM THE 3-DAY LOADING DATE RANGE FOR THE VESSEL PREVIOUSLY NOMINATED. IN THE EVENT THAT THE NOTIFICATION OF SUBSTITUTION IS GIVEN LESS THAN 48 HOURS BEFORE THE FIRST DAY OF THE 3-DAY LOADING DATE RANGE, LAYTIME SHALL COMMENCE UPON VESSEL ALL FAST.

VESSEL MUST SEND ETA NOTICES TO SELLER/NOMINATED TERMINAL AT LEAST 72/48/24 HOURS PRIOR TO ARRIVAL AT TERMINAL/LOADPORT (EVEN IF VESSEL IS WORKING IN PORT AT TIME OF NOTIFICATION) STATING EXPECTED DATE AND HOUR OF ARRIVAL. ANY CHANGES IN ETA FOR MORE THAN 3 HOURS TO ADVISE ACCORDINGLY.

ANY DELAYS RESULTING FROM A FAILURE TO GIVE ANY OF THE ABOVE NOTICES SHALL NOT COUNT AGAINST LAYTIME OR, IF VESSEL IS ON DEMURRAGE AS TIME ON DEMURRAGE.

FOR ITT DELIVERY:

BUYER AND SELLER TO MUTUALLY AGREE ON THE ITT DELIVERY DATE.



7. PRICE:

BASIS BILL OF LADING QUANTITY AT LOADPORT OR ITT CERTIFICATE QUANTITY (AS APPLICABLE) AS DETERMINED UNDER CLAUSE 9.

UNIT PRICE SHALL BE FIXED AT USD 78.32 (UNITED STATES DOLLAR SEVEN EIGHT POINT THREE TWO) PER BARREL.

8. PAYMENT/RETENTION OF TITLE:

PAYMENT SHALL BE BASED ON BILL OF LADING QUANTITY OR ITT CERTIFICATE QUANTITY AND SHALL BE MADE BY BUYER TO SELLER IN UNITED STATES DOLLAR IN FULL (WITHOUT ASSERTING AT THE TIME FOR PAYMENT ANY SETOFF, COUNTERCLAIM OR RIGHT TO WITHHOLD WHATSOEVER).

PAYMENT OF THE PRODUCT SHALL BE MADE BY BUYER TO SELLER BY MEANS OF AN IRREVOCABLE DOCUMENTARY LETTER OF CREDIT ("L/C") WITHIN THIRTY (30) DAYS FROM BILL OF LADING DATE OR ITT DATE (BILL OF LADING DATE OR ITT DATE TO BE COUNTED AS DAY ZERO) UPON PRESENTATION OF THE FOLLOWING DOCUMENTS:

- A) ORIGINAL/PDF/ELECTRONIC COPY OF THE COMMERCIAL INVOICE;
- B) A FULL SET OF CLEAN ORIGINAL BILLS OF LADING DULY ISSUED OR ENDORSED OR INTER-TANK TRANSFER ("ITT") CERTIFICATE;
- C) CERTIFICATE OF QUANTITY ISSUED OR COUNTERSIGNED BY INDEPENDENT INSPECTOR;
- D) CERTIFICATE OF QUALITY ISSUED OR COUNTERSIGNED BY INDEPENDENT INSPECTOR.
- E) IN THE ABSENCE OF ITEM B TO D ON PAYMENT DUE DATE, THE BUYER SHALL PAY AGAINST THE SELLER'S ORIGINAL COPY OF THE COMMERCIAL INVOICE AND A LETTER OF IDEMNITY (FOR "FOB") OR WARRANTY OF TITLE (FOR "ITT") (IN THE FORM SET OUT IN SCHEDULE A OR B)

WITHOUT PREJUDICE TO ANY OF THE SELLER'S OTHER RIGHTS UNDER THIS CONTRACT, IF THE BUYER FAILS TO PAY IN FULL ANY SUMS ON THE DUE DATE, THE SELLER SHALL HAVE THE RIGHT TO CHARGE INTEREST AT FOUR (4) PERCENTAGE POINTS ABOVE THE LONDON INTERBANK OFFERED RATE ("LIBOR") FOR ONE MONTH US DOLLARS CALCULATED ON THE DATE PAYMENT IS DUE AS PUBLISHED/QUOTED ON THOMSON REUTERS/BLOOMBERG PAGE "LIBO" (OR ANY SUCCESSOR THERETO), SUCH INTEREST TO RUN FROM AND INCLUDING THE DUE DATE UP TO THE DATE PAYMENT IS RECEIVED AND CREDITED INTO SELLER'S ACCOUNT BY THE SELLER'S BANK. SUCH INTEREST SHALL BE PAYABLE TO THE SELLER ON DEMAND THEREFOR BEING MADE BY THE SELLER. INTEREST SHALL CONTINUE TO ACCRUE UNTIL PAYMENT IS PAID IN FULL NOTWITHSTANDING THE TERMINATION OF THIS CONTRACT FOR ANY CAUSE WHATSOEVER. THE AMOUNT OF INTEREST PAYABLE TO THE SELLER SHALL BE ENGROSSED FOR WITHHOLDING TAX, IF ANY, SUCH THAT THE NET AMOUNT RECEIVED BY THE SELLER AFTER THE DEDUCTION OF ANY SUCH WITHHOLDING TAX SHALL BE EQUAL TO THE FULL AMOUNT OF INTEREST DUE TO IT.

THE FOREGOING SHALL NOT BE CONSTRUED BY THE BUYER AS AN INDICATION OF THE SELLER'S WILLINGNESS TO PROVIDE EXTENDED CREDIT AS A MATTER OF COURSE, AND SHALL BE WITHOUT PREJUDICE TO ANY RIGHTS AND REMEDIES WHICH THE SELLER MAY HAVE UNDER THIS CONTRACT OR OTHERWISE. ANY EXPENSES INCURRED BY THE SELLER, INCLUDING BUT NOT LIMITED TO REASONABLE LEGAL FEES, COURT COSTS AND COLLECTION AGENCY FEES, CAUSED BY DELAYED OR NON-PAYMENT BY THE BUYER OF THE AMOUNT(S) DUE SHALL BE FOR THE ACCOUNT OF THE BUYER AND PAYABLE UPON DEMAND.



IF THE LAST DAY FOR ANY PAYMENT FALLS DUE ON A SUNDAY OR A MONDAY WHICH IS A BANK HOLIDAY IN NEW YORK, SUCH PAYMENT SHALL BE MADE ON THE NEXT FOLLOWING NEW YORK BANKING DAY AND IF ANY PAYMENT FALLS DUE ON A SATURDAY OR ON A WEEKDAY (OTHER THAN A MONDAY) WHICH IS A BANK HOLIDAY IN NEW YORK, SUCH PAYMENT SHALL BE MADE ON THE LAST PRECEDING BANKING DAY IN NEW YORK.

THE L/C IN FAVOUR OF THE SELLER SHALL BE SUFFICIENT TO COVER THE CONTRACTUAL MEAN VALUE OF THE SHIPMENT AT THE PRICE SPECIFIED ABOVE AND SHALL INCORPORATE AN ESCALATION / DE-ESCALATION CLAUSE IN THE L/C SO AS TO COVER THE FLUCTUATIONS OF THE VALUE OF THE PRODUCT, WITHOUT REQUIRING FURTHER AMENDMENTS TO THE L/C. THE BUYER SHALL CAUSE THE L/C TO BE ADVISED OR CONFIRMED TO THE SELLER IN WRITING BY A FIRST CLASS INTERNATIONAL BANK ACCEPTABLE TO THE SELLER IN A FORMAT ACCEPTABLE TO THE SELLER. SUCH L/C SHALL BE SO ADVISED OR CONFIRMED TO THE SELLER AND THE SELLER'S ADVISING BANK NOT LATER THAN 1600 HOURS (SINGAPORE TIME) FIVE (5) WORKING DAYS PRIOR TO THE FIRST DAY OF THE 3 DAY LOADING DATE RANGE.

ALL BANK CHARGES AT BUYER'S BANK SHALL BE FOR BUYER'S ACCOUNT. ALL BANK CHARGES AT SELLER'S BANK SHALL BE FOR SELLER'S ACCOUNT.

THE L/C SHALL TAKE EFFECT IN ACCORDANCE WITH ITS TERMS (INCLUDING ANY AGREED AMENDMENT(S) THERETO) BUT SUCH TERMS (INCLUDING ANY AGREED AMENDMENT(S) THERETO) SHALL NOT ALTER, ADD TO OR IN ANY WAY AFFECT THE PROVISIONS OF THIS AGREEMENT.

IF, FOR ANY REASON, THE LOADING OF THE VESSEL WILL NOT TAKE PLACE WITHIN THE PERIOD FOR LOADING REFERRED TO IN THE L/C, THEN THE BUYER SHALL EITHER OBTAIN AN EXTENSION OF SUCH PERIOD FOR LOADING OR PROVIDE A NEW L/C IN TERMS ACCEPTABLE TO THE SELLER.

THE PROVISIONS HEREOF FOR SUCH PAYMENT BY L/C ARE NOT TO BE CONSTRUED AS EXCLUDING THE BUYER'S BASIC RESPONSIBILITY FOR PAYING WITHIN THE AFORESAID CREDIT PERIOD FOR PRODUCT DELIVERED HEREUNDER.

FAILURE BY THE BUYER TO COMPLY WITH THE REQUIREMENTS OF THIS CLAUSE SHALL BE A BREACH BY THE BUYER OF THE AGREEMENT ENTITLING THE SELLER TO TERMINATE THE AGREEMENT AND CLAIM DAMAGES. IN ANY EVENT, WHETHER THE SELLER HAS EXERCISED THAT RIGHT TO TERMINATE OR NOT, THE SELLER SHALL BE UNDER NO OBLIGATION TO COMMENCE LOADING OF THE SHIPMENT IN QUESTION AND SHALL BE ENTITLED TO CLAIM DAMAGES (INCLUDING DEMURRAGE, IF ANY).

PAYMENT OF ANY DIFFERENCE BETWEEN THE PROVISIONAL PAYMENT AND FINAL PAYMENT, DUE BY EITHER PARTY TO THE OTHER, SHALL BE MADE WITHIN FIVE (5) NEW YORK BANKING DAYS UPON RECEIPT OF THE SELLER'S FINAL INVOICE WHICH SHALL BE PREPARED AS SOON AS PRACTICABLE AFTER ALL THE RELEVANT PRICING AND/OR QUANTITY INFORMATION BECOMES AVAILABLE TO THE SELLER. NO INTEREST SHALL BE INCURRED FOR THE PERIOD BETWEEN THE PROVISIONAL INVOICE PAYMENT DUE DATE AND THE FINAL INVOICE PAYMENT DUE DATE.

IN THE EVENT THAT THE FINAL INVOICE AMOUNT IS GREATER THAN THE PROVISIONAL INVOICE AMOUNT, SETTLEMENT SHALL BE CLAIMED UNDER THE L/C AND TO BE PAID BY THE ISSUING BANK TO THE SELLER



WITHIN FIVE (5) NEW YORK BANKING DAYS UPON RECEIPT OF DOCUMENTS BY THE ISSUING BANK (DATE OF RECEIPT OF DOCUMENTS BY ISSUING BANK TO BE COUNTED AS DAY ZERO).

IN THE EVENT THAT THE PROVISIONAL AMOUNT IS GREATER THAN THE FINAL INVOICE AMOUNT, THE SELLER SHALL PAY THE BUYER THE DIFFERENCE VIA TELEGRAPHIC TRANSFER AS SOON AS PRACTICABLE.

SELLER RESERVES THE RIGHT TO WITHHOLD THE LOADING OF CARGO TILL THE ABOVEMENTIONED REQUIREMENTS ARE FULFILLED IN GOOD ORDER. ALL ADDITIONAL COST/DAMAGES (INCLUDING DEMURRAGE) ARISING FROM SUCH DELAYS SHALL BE FOR BUYER'S ACCOUNT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER THIS CONTRACT OR ANY OTHER CONTRACT AND WITHOUT PREJUDICE TO ANY OTHER LEGAL REMEDIES AVAILABLE TO SELLER, IF BUYER FAILS TO COMPLY WITH THIS CLAUSE, SELLER IS ENTITLED TO THE FOLLOWING CUMULATIVE REMEDIES AT SELLER'S OPTION:

- I) SHALL TERMINATE THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE BUYER;
- II) SHALL BE UNDER NO OBLIGATION TO COMMENCE LOADING OR DISCHARGE OF THE PRODUCT;
- III) SHALL BE ENTITLED TO GIVE SUCH INSTRUCTIONS TO THE VESSEL AS IT MAY REASONABLY THINK FIT; AND/OR
- IV) SHALL BE ENTITLED TO CLAIM DAMAGES (INCLUDING DEMURRAGE, IF ANY).

EACH PARTY WARRANTS AND REPRESENTS THAT ANY PAYMENT INSTRUCTIONS GIVEN AND ANY PAYMENTS MADE BY SUCH PARTY PURSUANT TO THIS CONTRACT WILL BE DULY AUTHORIZED BY SUCH PARTY IN GOOD FAITH, WILL COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS (INCLUDING WITHOUT LIMITATION ANY TAX AND CURRENCY REGULATIONS), AND WILL NOT CREATE ANY LIABILITY FOR THE PAYING OR RECEIVING PARTY UNDER ANY SUCH LAWS, RULES OR REGULATIONS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS ALL NECESSARY AUTHORITIES, LICENSES AND APPROVALS TO MAKE SUCH PAYMENTS AND/OR GIVE SUCH PAYMENT INSTRUCTIONS. ALL BANK CHARGES INCLUDING CORRESPONDENT CHARGE AND REIMBURSEMENT CHARGE IS FOR BUYER'S ACCOUNT. BANK CHARGES OF SELLER'S BANK SHALL BE FOR SELLER'S ACCOUNT.

SELLER SHALL BE ENTITLED TO SET OFF ANY SUM OWING AT ANY TIME FROM THE SELLER TO THE BUYER AGAINST ANY AMOUNT OWING BY THE BUYER TO THE SELLER. THE SELLER SHALL FURTHER BE ENTITLED TO SET-OFF ANY LIABILITY THAT IT OWES TO THE BUYER AGAINST ANY LIABILITY THE BUYER OWES TO ANY AFFILIATES OF THE SELLER.

TO THE EXTENT THAT THERE ARE ANY CONTRACTUAL RELATIONS BETWEEN THE BUYER AND ANY AFFILIATE OF THE SELLER ENTITLING THE SELLER OR ANY AFFILIATE OF THE SELLER TO EXERCISE A RIGHT OF SET-OFF AS ABOVE IN RESPECT OF ANY MONIES DUE AND/OR OWING, SUCH RELATIONS SHALL BE DEEMED TO GIVE RISE TO MUTUAL CREDITS, MUTUAL DEBITS OR OTHER MUTUAL DEALINGS BETWEEN ONE PARTY AND THE OTHER PARTY.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE STATUTORY SET-OFF PROVISIONS, THE RIGHT OF SET-OFF SHALL BE ENFORCEABLE BY THE SELLER OR ANY AFFILIATE OF THE SELLER IN THE EVENT OF DEFAULT, INSOLVENCY, LIQUIDATION OR BANKRUPTCY OF THE BUYER.

ANY EXERCISE BY A PARTY OF ITS RIGHTS UNDER THIS CLAUSE SHALL BE WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO IT UNDER THE AGREEMENT.



IN THE EVENT THAT BUYER RECEIVES ANY NOTICE OF CHANGE OF BANKING DETAILS OR INSTRUCTION FOR PAYMENT TO SELLER TO BE MADE TO A BANK ACCOUNT DIFFERENT FROM THAT PREVIOUSLY USED FOR SETTLEMENT OR DIFFERENT FROM THAT CURRENTLY IN BUYER'S RECORDS (COLLECTIVELY KNOWN AS "PAYMENT INSTRUCTION"), BUYER SHALL BE REQUIRED TO FORTHWITH VERIFY AND CONFIRM THE PAYMENT INSTRUCTION WITH SELLER BY BOTH TELEPHONE AND EMAIL WITH THE SELLER'S CONTACT PERSON STATED IN THE NOTICE CLAUSE OF THE APPLICABLE CONTRACT BEFORE ANY PAYMENT IS MADE BY BUYER TO THE BANK ACCOUNT IN THE PAYMENT INSTRUCTION. BUYER SHALL UPDATE ITS RECORDS IN A TIMELY MANNER UPON RECEIPT OF SELLER'S CONFIRMATION SO AS TO AVOID UNNECESSARY FURTHER REQUESTS FOR CONFIRMATION. SELLER SHALL NOT BE RESPONSIBLE FOR ANY LOSSES, COSTS, EXPENSES, LIABILITIES OR DELAYS, RESULTING DIRECTLY AND/OR INDIRECTLY FROM BUYER'S RELIANCE ON ANY PAYMENT INSTRUCTION OR CORRESPONDENCE SENT BY ANY EMAIL ADDRESSES NOT STATED IN THE CONTRACT AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES, COSTS, EXPENSES, LIABILITIES OR DELAYS, RESULTING DIRECTLY AND/OR INDIRECTLY FROM BUYER SENDING ANY CORRESPONDENCE TO ANY OTHER EMAIL THAN OTHERWISE STATED IN THE CONTRACT. BUYER SHALL ENSURE THE IMPLEMENTATION OF SECURITY MONITORING TO PROTECT ITSELF AGAINST NETWORK INTRUSION ATTACK AND MAINTAIN THE SECURITY OF ITS IT EQUIPMENT AND SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ITS EMAIL SYSTEM, AND BUYER SHALL BE LIABLE FOR ALL ACTIVITIES THAT OCCUR UNDER ITS EMAIL SYSTEM.

ALL BANK CHARGES AT BUYER'S BANK FOR BUYER'S ACCOUNT.

ALL BANK CHARGES AT SELLER'S BANK FOR SELLER'S ACCOUNT.

9. DETERMINATION OF QUANTITY AND QUALITY:

FOR FOB LOADING:

SELLER TO APPOINT AN INDEPENDENT INSPECTOR TO DETERMINE QUANTITY AND QUALITY AT LOADPORT.

THE INDEPENDENT INSPECTOR'S FINDINGS AT LOADPORT SHALL BE FINAL AND BINDING ON BOTH PARTIES SAVE FOR FRAUD AND/OR MANIFEST ERROR. ALL COSTS OF THE INDEPENDENT INSPECTOR SHALL BE FOR SELLER'S ACCOUNT.

FOR ITT DELIVERY:

SELLER TO APPOINT AN INDEPENDENT INSPECTOR TO DETERMINE QUANTITY AND QUALITY BASIS DELIVERING SHORETANK(S) AT UNIVERSAL TERMINAL.

THE INDEPENDENT INSPECTOR'S FINDINGS AT LOADPORT SHALL BE FINAL AND BINDING ON BOTH PARTIES SAVE FOR FRAUD AND/OR MANIFEST ERROR. ALL COSTS OF THE INDEPENDENT INSPECTOR SHALL BE FOR SELLER'S ACCOUNT.

10. LAYTIME AND DEMURRAGE:

LAYTIME

FOR FOB LOADING

LAYTIME ALLOWED SHALL BE 60 HOURS SHINC.

IF VESSEL ARRIVES WITHIN THE 3-DAY LOADING DATE RANGE, USED LAYTIME SHALL COMMENCE 6 HOURS AFTER VESSEL TENDERS NOR OR WHEN VESSEL ALL FAST ALONGSIDE BERTH, WHICHEVER IS EARLIER AND SHALL CEASE UPON DISCONNECTION OF HOSES AFTER THE COMPLETION OF LOADING.



IF VESSEL ARRIVES BEFORE THE 3-DAY LOADING DATE RANGE, USED LAYTIME SHALL COMMENCE AT 0600 HOURS ON THE FIRST DAY OF THE 3-DAY LOADING DATE RANGE OR WHEN VESSEL ALL FAST ALONGSIDE BERTH, WHICHEVER IS EARLIER AND SHALL CEASE UPON DISCONNECTION OF HOSES AFTER THE COMPLETION OF LOADING.

IF VESSEL ARRIVES AFTER THE LAST DAY OF THE 3-DAY LOADING DATE RANGE, USED LAYTIME SHALL COMMENCE WHEN VESSEL ALL FAST ALONGSIDE BERTH AND SHALL CEASE UPON DISCONNECTION OF HOSES AFTER THE COMPLETION OF LOADING.

FOR ITT DELIVERY

NOT APPLICABLE.

DEMURRAGE

FOR FOB LOADING

DEMURRAGE, IF ANY, SHALL BE AS PER ACTUAL CHARTER PARTY RATE, PDPR.

NO CLAIM FOR DEMURRAGE SHALL BE ENTERTAINED IF A WRITTEN CLAIM IS NOT RECEIVED BY SELLER WITHIN THIRTY (30) DAYS FROM THE DATE VESSEL COMPLETED LOADING AND THE FULLY DOCUMENTED CLAIM IS NOT RECEIVED BY SELLER WITHIN SIXTY (60) DAYS FROM THE DATE VESSEL COMPLETED LOADING.

FOR ITT DELIVERY

NOT APPLICABLE.

11. TITLE AND RISK:

FOR FOB LOADING

TITLE AND RISK OF PRODUCT TO PASS FROM SELLER TO BUYER WHEN OIL PASSES VESSEL'S PERMANENT FLANGE CONNECTION AT LOADPORT.

FOR ITT DELIVERY

TITLE AND RISK TO PASS FROM SELLER TO BUYER AT 0001 HOURS ON ITT DATE.

WITHOUT PREJUDICE TO ANY OTHER RIGHTS OF THE SELLER UNDER THIS CONTRACT OR ANY RULE, REGULATION OR PROVISION OF LAW, THE SELLER SHALL HAVE A LIEN UPON THE PRODUCT OR ANY PART THEREOF UNTIL SUCH TIME AS THE BUYER HAS PAID IN FULL FOR THE PRODUCT OR SOLD THE PRODUCT TO A BONA FIDE THIRD PARTY IN GOOD FAITH AND RECEIVED THE PURCHASE PRICE IN THE ORDINARY COURSE OF THE BUYER'S BUSINESS.

12. BREACHES AND RIGHT OF TERMINATION:

SELLER OR THE BUYER SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT IN THE EVENT OF A MATERIAL BREACH (INCLUDING WITHOUT LIMITATION, ANTICIPATORY BREACH) BY THE OTHER PARTY OF ANY OF ITS TERMS, BUT WITHOUT PREJUDICE TO THE RIGHTS OF EITHER PARTY ACCRUED UNDER THIS CONTRACT (INCLUDING WITHOUT LIMITATION THE RIGHT OF EITHER PARTY TO DAMAGES ARISING FROM SUCH BREACH OR PRIOR BREACHES HEREOF).



13. INSURANCE:

THE RESPONSIBILITY AND ALL COSTS FOR SECURING ALL APPLICABLE INSURANCES IN RELATION TO THE TRANSACTION SHALL REST WHOLLY WITH THE BUYER.

14. NON-PERFORMANCE CLAUSE:

NOTWITHSTANDING ANYTHING TO THE CONTRARY, SHOULD BUYER FAIL TO TAKE DELIVERY OF THE PRODUCT UNDER THE TERMS OF THIS CONTRACT THROUGH NO FAULT OF THE SELLER AND SUCH FAILURE IS NOT EXCUSED UNDER ANY OTHER PROVISION OF THIS CONTRACT, SELLER SHALL, IN ADDITION TO ANY OTHER LEGAL REMEDIES IT MAY HAVE, BE ENTITLED TO SELL THE PRODUCT NOT LIFTED BY THE BUYER AND THE PRICE SO OBTAINED SHALL BE DEEMED CONCLUSIVELY THE BEST PRICE WHICH SELLER COULD OBTAIN.

THE BUYER SHALL INDEMNIFY AND HOLD THE SELLER HARMLESS FROM ANY LOSSES, LIABILITIES AND DAMAGES (BEING ANY DIFFERENCE BETWEEN THE PRICE ACTUALLY OBTAINED BY THE SELLER AND THE PRICE UNDER THIS CONTRACT) SUFFERED BY THE SELLER IN CONNECTION WITH OR ARISING FROM OR AS A RESULT OR IN CONSEQUENCE OF THE FAILURE OF THE BUYER TO TAKE DELIVERY AND/OR THE EXERCISE BY THE SELLER OF ANY OF ITS REMEDIES HEREUNDER. THE INDEMNITY IN THIS CLAUSE SHALL INCLUDE ANY COSTS AND EXPENSES REASONABLY INCURRED BY THE SELLER IN CONNECTION THEREWITH.

15. DUTIES, FEES AND TAXES:

FOR FOB LOADING:

BUYER SHALL PAY ANY AND ALL TAXES, FEES, DUTIES OR ASSESSMENTS IMPOSED BY ANY GOVERNMENTAL AUTHORITY ON THE IMPORT OF THE PRODUCT.

GOODS AND SERVICES TAX, IF AND WHERE APPLICABLE, SHALL BE FOR THE ACCOUNT OF BUYER.

FOR ITT DELIVERY:

ALL TAXES, CUSTOMS AND OTHER DUTIES IN CONJUNCTION WITH THE CONCLUSION AND EXECUTION OF THE AGREEMENT WHICH ARE LEVIED ON THE PRODUCTS AT ITT LOCATION SHALL BE PAID BY BUYER. GOODS AND SERVICES TAX, IF AND WHERE APPLICABLE, SHALL BE FOR THE ACCOUNT OF BUYER.

16. ARBITRATION AND APPLICABLE LAW:

THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SINGAPORE TO THE EXCLUSION OF ANY OTHER LAW WHICH MAY BE IMPUTED IN ACCORDANCE WITH CHOICE OF LAW RULES APPLICABLE TO ANY JURISDICTION.

ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY OR TERMINATION, SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION IN SINGAPORE IN ACCORDANCE WITH THE ARBITRATION RULES OF SINGAPORE INTERNATIONAL ARBITRATION CENTRE ("SIAC RULES") FOR THE TIME BEING IN FORCE WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE TO THIS CLAUSE. THE TRIBUNAL SHALL CONSIST OF A SINGLE ARBITRATOR AGREED UPON BY BOTH PARTIES, OR IF NOT SO AGREED, BY THE PRESIDENT FOR THE TIME BEING OF SIAC. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

THE PARTIES FURTHER AGREE THAT FOLLOWING THE COMMENCEMENT OF ARBITRATION, THEY WILL ATTEMPT IN GOOD FAITH TO RESOLVE THE DISPUTE THROUGH MEDIATION AT THE SINGAPORE



INTERNATIONAL MEDIATION CENTRE ("SIMC"), IN ACCORDANCE WITH THE SIAC-SIMC ARB-MED-ARD PROTOCOL FOR THE TIME BEING IN FORCE. ANY SETTLEMENT REACHED IN THE COURSE OF THE MEDIATION SHALL BE REFERRED TO THE ARBITRAL TRIBUNAL APPOINTED BY SIAC AND MAY BE MADE A CONSENT AWARD ON AGREED TERMS.

THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1980) SHALL NOT APPLY.

17. FORCE MAJEURE:

- I) IF EITHER PARTY IS RENDERED UNABLE BY FORCE MAJEURE TO PERFORM OR COMPLY FULLY OR IN PART WITH ANY OBLIGATIONS OR CONDITION OF THIS CONTRACT, EXCEPT IN RELATION TO OBLIGATIONS TO MAKE PAYMENTS DUE UNDER THIS AGREEMENT, UPON SUCH PARTY'S GIVING WRITTEN NOTICE TO THE OTHER PARTY OF SUCH FORCE MAJEURE WITHIN FORTY-EIGHT (48) HOURS AFTER RECEIVING NOTICE THEREOF, SUCH PERFORMANCE OR COMPLIANCE SHALL BE SUSPENDED DURING THE CONTINUANCE OF THE INABILITIES SO CAUSED, AND SUCH PARTY SHALL BE RELIEVED OF LIABILITY AND SHALL SUFFER NO PREJUDICE FOR FAILURE TO PERFORM THE SAME DURING SUCH PERIOD. IN THE EVENT THAT THE SAID PERIOD OF SUSPENSION OF PERFORMANCE SHALL CONTINUE IN EXCESS OF THIRTY (30) CALENDAR DAYS, THIS CONTRACT IS DEEMED TO BE CANCELLED WITHOUT LIABILITY OF EITHER PARTY, UNLESS OTHERWISE MUTUALLY AGREED.
- II) AS USED HEREIN, THE TERM FORCE MAJEURE SHALL INCLUDE, BY WAY OF EXAMPLE AND NOT IN LIMITATION, FIRE, WARS OR BELLIGERENT ACTION, RIOTS OR COMMOTIONS, ACTS OF GOD, STRIKES, GRIEVANCES OR ACTIONS BY OR AMONG WORKERS, LOCK-OUTS, OR OTHER LABOUR DISTURBANCES, EXPLOSIONS OR ACCIDENTS TO WELLS, PIPELINES, STORAGE DEPOTS, REFINERY FACILITIES, MACHINERY AND OTHER FACILITIES, ACTIONS OF ANY GOVERNMENT, OR BY ANY PERSON PURPORTING TO REPRESENT A GOVERNMENT, OR OTHER CAUSE NOT REASONABLY WITHIN THE CONTROL OF THE RESPECTIVE PARTIES.

18. ISPS CODE:

APPLICABLE FOR FOB LOADING

- I. BUYERS SHALL PROCURE THAT THE VESSEL SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (ISPS CODE) AND WHERE THE LOADING PORT IS WITHIN THE USA AND US TERRITORIES OR WATERS, WITH THE US MARITIME TRANSPORTATION SECURITY ACT 2002 (MTSA),
- II. THE VESSEL SHALL WHEN REQUIRED SUBMIT A DECLARATION SECURITY (DOS) TO THE APPROPRIATE AUTHORITIES PRIOR TO ARRIVAL AT THE LOADING PORT.
- III. NOTWITHSTANDING ANY PRIOR ACCEPTANCE OF VESSEL BY SELLER, IF AT ANY TIME PRIOR TO THE PASSING OF RISK AND TITLE THE VESSEL CEASES TO COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE OR MTSA:
- A. SELLER SHALL HAVE THE RIGHT NOT TO BERTH SUCH NOMINATED VESSEL AND ANY DEMURRAGE RESULTING SHALL NOT BE FOR THE ACCOUNT OF THE SELLER.
- B. BUYER SHALL BE OBLIGED TO SUBSTITUTE SUCH NOMINATED VESSEL WITH A VESSEL COMPLYING WITH THE REQUIREMENTS OF THE ISPS CODE AND MTSA WITHOUT PREJUDICE TO THE AGREED LOADING RANGE.



IV.

A. SELLERS SHALL PROCURE THAT THE LOADING PORT/TERMINAL/INSTALLATION SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (ISPS CODE) AND IF LOCATED WITHIN THE USA AND US TERRITORIES, WITH THE US MARITIME TRANSPORTATION SECURITY ACT 2002 (MTSA)

B. ANY COSTS OR EXPENSES IN RESPECT OF THE VESSEL INCLUDING DEMURRAGE OR ANY ADDITIONAL CHARGE, FEE OR DUTY LEVIED ON THE VESSEL AT THE LOADING PORT AND ACTUALLY INCURRED BY BUYER RESULTING DIRECTLY FROM THE FAILURE OF THE LOADING PORT/TERMINAL/INSTALLATION TO COMPLY WITH THE ISPS CODE AND IF LOCATED WITHIN THE USA AND US TERRITORIES, WITH THE MTSA, SHALL BE FOR THE ACCOUNT OF THE SELLER, INCLUDING BUT NOT LIMITED TO THE TIME REQUIRED OR COSTS INCURRED BY THE VESSEL IN TAKING ANY ACTION OR ANY SPECIAL OR ADDITIONAL SECURITY MEASURES REQUIRED BY THE ISPS CODE OR MTSA.

V. SAVE WHERE THE VESSEL HAS FAILED TO COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (ISPS CODE) AND WITHIN THE USA AND US TERRITORIES OR WATERS, WITH THE US MARITIME TRANSPORTATION SECURITY ACT 2002 (MTSA), THE SELLER SHALL BE RESPONSIBLE FOR ANY DEMURRAGE ACTUALLY INCURRED BY THE BUYER ARISING FROM DELAY TO THE VESSEL AT THE LOADING PORT RESULTING DIRECTLY FROM THE VESSEL BEING REQUIRED BY THE PORT FACILITY OR ANY RELEVANT AUTHORITY TO TAKE ANY ACTION OR ANY SPECIAL OR ADDITIONAL SECURITY MEASURES OR UNDERGO ADDITIONAL INSPECTIONS BY VIRTUE OF THE VESSEL'S PREVIOUS PORTS OF CALL.

VI. THE SELLER'S LIABILITY TO THE BUYER UNDER THIS AGREEMENT FOR ANY COSTS, LOSSES OR EXPENSES INCURRED BY THE VESSEL, THE CHARTERERS OR THE VESSEL OWNERS RESULTING FROM THE FAILURE OF THE LOADING PORT/TERMINAL/INSTALLATION TO COMPLY WITH THE ISPS CODE OR MTSA SHALL BE LIMITED TO THE PAYMENT OF DEMURRAGE AND COSTS ACTUALLY INCURRED BY THE BUYER IN ACCORDANCE WITH THE PROVISIONS OF THIS CLAUSE.

19. ENTIRE AGREEMENT

THIS CONTRACT AND THE DOCUMENTS REFERRED TO IN IT, CONSTITUTE THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT AND NEITHER OF THE PARTIES HAVE ENTERED INTO THIS CONTRACT IN RELIANCE UPON ANY PRESENTATION, WARRANTY OR UNDERTAKING OF THE OTHER PARTY WHICH IS NOT SET OUT OR REFERRED TO IN THIS CONTRACT UNLESS AGREED TO BY THE PARTIES IN WRITING. NOTHING IN THIS CLAUSE SHALL HOWEVER OPERATE TO LIMIT OR EXCLUDE LIABILITY FOR FRAUD. THE TERMS OF THIS CONTRACT WILL TAKE PRECEDENCE OVER, GOVERN AND CONTROL ANY PURCHASE ORDER, DEAL RECAP, SALES ACKNOWLEDGEMENT, INVOICE OR OTHER WRITTEN COMMUNICATION BETWEEN THE SELLER AND BUYER DESPITE SUBSEQUENT ISSUANCE EXCEPT WHERE THE SELLER HAS EXPRESSLY AGREED IN WRITING.

20. GENERAL TERMS AND CONDITIONS:

INCOTERMS 2000 PLUS LATEST AMENDMENTS FOR FOB SALES OR INCOTERMS 2000 PLUS LATEST AMENDMENTS FOR FOB SALES LOGICALLY AMENDED FOR ITT DEALS (AS APPLICABLE) TO APPLY.

UNLESS OTHERWISE SPECIFIED, BP OIL INTERNATIONAL LIMITED'S GENERAL TERMS AND CONDITIONS FOR SALES AND PURCHASES OF CRUDE OIL AND PETROLEUM PRODUCTS (2015 EDITION, VERSION 1.1) SHALL APPLY TO THIS CONTRACT, WHICH TERMS AND CONDITIONS ARE DEEMED INCORPORATED BY REFERENCE



TO THIS CLAUSE, AND EACH PARTY HEREBY WARRANTS TO THE OTHER PARTY THAT A COPY OF SUCH CONDITIONS IS ALREADY IN ITS POSSESSION. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN BP OIL INTERNATIONAL LIMITED'S GENERAL TERMS AND CONDITIONS FOR SALES AND PURCHASES OF CRUDE OIL AND PETROLEUM PRODUCTS (2015 EDITION, VERSION 1.1) AND THE TERMS AND CONDITIONS OF THIS CONTRACT, THE LATTER SHALL PREVAIL, TO THE EXTENT OF ANY INCONSISTENCY.

THE PARTIES AGREE THAT THIS CONTRACT AND THE TERMS AND CONDITIONS CONTAINED HEREIN ARE TO REMAIN STRICTLY CONFIDENTIAL.

21. OTHER TERMS AND CONDITIONS:

THE BUYER HEREBY DECLares AND UNDERTAKES THAT:

IT IS NOT A RESTRICTED PARTY (THAT IS A PARTY THAT APPEARS ON ANY INTERNATIONAL BLACKLISTS, INCLUDING UNITED NATIONS ("U.N."), UNITED STATES ("U.S."), UNITED KINGDOM ("U.K.") OR EUROPEAN UNION ("E.U.") LISTS);

NO RESTRICTED PARTY DIRECTLY OR INDIRECTLY CONTROLS IT OR HOLDS AN INTEREST OF 50 PERCENT OR MORE IN IT;

THE PRODUCT OF THIS CONTRACT WILL NOT BE SOLD TO NORTH KOREA OR ANY NORTH KOREAN ENTITY OR ANY OTHER SANCTIONED COUNTRIES;

IT IS NOT PROVIDING AND WILL NOT PROVIDE MATERIAL SUPPORT FOR ANY RESTRICTED PARTIES, INCLUDING BUT NOT LIMITED TO ANY RESTRICTED INDIVIDUALS OR ENTITIES IN OR RELATED TO NORTH KOREA; AND

IT WILL NOT VIOLATE ANY SANCTIONS LAWS OF THE U.N., U.S., U.K., OR E.U.

NORTH KOREA SANCTIONS CLAUSE

NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT:

(1) THE BUYER HEREBY IRREVOCABLY REPRESENTS AND WARRANTS TO THE SELLER AS FOLLOWS:

(I) IT MAINTAINS A SANCTIONS COMPLIANCE POLICY FOR THE PURPOSE OF COMPLYING WITH ALL APPLICABLE SANCTIONS AGAINST NORTH KOREA AS DETERMINED BY THE LAWS, RULES, REGULATIONS, SANCTIONS, DECREES AND/OR OFFICIAL GOVERNMENT ORDERS OF THE UNITED NATIONS, EUROPEAN UNION, UNITED KINGDOM, THE UNITED STATES OF AMERICA, AND ANY OTHER JURISDICTION WHICH MAY AFFECT THE PERFORMANCE OF THIS AGREEMENT;

(II) IT WILL, UPON REQUEST BY THE SELLER, PRODUCE A COPY OF THE AFOREMENTIONED SANCTIONS COMPLIANCE POLICY FOR INSPECTION BY THE SELLER;

(III) IT IS NOT DIRECTLY OR INDIRECTLY OWNED, CONTROLLED, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF THE NORTH KOREAN GOVERNMENT, THE KOREAN WORKERS PARTY, OR ANY INDIVIDUAL OR ENTITY INCORPORATED, CONSTITUTED, LOCATED OR RESIDENT IN, OR A CITIZEN OF, OR OTHERWISE CONNECTED WITH, NORTH KOREA;

(IV) IT HAS PERFORMED ADEQUATE DUE DILIGENCE IN RELATION TO THE END RECEIVERS OF THE PRODUCT TO BE SOLD PURSUANT TO THE TERMS OF THIS AGREEMENT, INCLUDING ANY INTERMEDIATE SUB-BUYERS, AND SATISFIED ITSELF THAT NONE OF THE RECEIVERS, SUB-BUYERS OR ANY OF THE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, OR BENEFICIAL OWNERS THEREOF, IS THE SUBJECT OF ANY SANCTIONS CONNECTED WITH NORTH KOREA;

(V) THE PRODUCT WILL NOT BE USED BY ANY SANCTIONED VESSELS, INCLUDING ANY VESSELS DIRECTLY OR INDIRECTLY OWNED OR CONTROLLED BY ANY PERSON OR ENTITY CONNECTED WITH NORTH KOREA, ANY VESSELS FLYING THE NORTH KOREAN FLAG, OR ANY VESSELS OPERATED OR CREWED BY ANY PERSON OR ENTITY CONNECTED WITH NORTH KOREA;



(VI) IT WILL, UPON REQUEST BY THE SELLER, IMMEDIATELY DISCLOSE THE INFORMATION OBTAINED AS A RESULT OF ITS DUE DILIGENCE EFFORTS REQUIRED BY SUB-CLAUSE (IV) ABOVE.

(2) IN THE EVENT OF THE INTRODUCTION, AMENDMENT, OR CLARIFICATION OF ANY SANCTIONS AGAINST NORTH KOREA WHICH, IN THE SELLER'S ABSOLUTE DISCRETION, RENDER THE PERFORMANCE OF THIS AGREEMENT UNLAWFUL OR RESULT IN A MATERIAL ADVERSE CHANGE IN THE RISK OF THE SELLER BEING FOUND TO BE IN BREACH OF ANY SANCTIONS AGAINST NORTH KOREA IN CONNECTION WITH THIS AGREEMENT, THE SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT BY WAY OF WRITTEN NOTICE TO THE BUYER WITHOUT ANY LIABILITY WHATSOEVER.

(3) THE BUYER FURTHER UNDERTAKES TO THE SELLER THAT:

(I) THE VESSEL(S) WHICH CARRY THE PRODUCT SHALL AT ALL TIMES REFRAIN FROM SWITCHING OFF ITS AUTOMATIC IDENTIFICATION SYSTEM AT ANY POINT WHilst THAT PRODUCT (OR ANY PART THEREOF) IS ON BOARD THE PERFORMING VESSEL;

(II) IT SHALL PROVIDE TO THE SELLER WITHIN SEVEN (7) DAYS OF COMPLETION OF DISCHARGE OF THE PRODUCT FROM THE BUYER'S PERFORMING VESSEL COMPLETE SUPPORTING DOCUMENTATION EVIDENCED TO THE SELLER'S SATISFACTION (IN SELLER'S REASONABLE DISCRETION) A FULL RECONCILIATION OF THE DISCHARGED QUANTITIES OF SUCH PRODUCT BY THE BUYER'S PERFORMING VESSEL(S) INCLUDING, WITHOUT LIMITATION, FULL DETAILS OF THE DATES OF DISCHARGE (AND IN EACH CASE THE QUANTITY DISCHARGED) TO EITHER RECEIVING SHORE FACILITIES AND/OR VESSELS (INCLUDING DETAILS OF THE VESSEL NAME, FLAG AND REGISTERED OWNERS, AS APPLICABLE) AGAINST THE QUANTITIES DELIVERED BY THE SELLER TO THE BUYER; AND

(III) WHERE A DISCHARGE PORT IS SPECIFIED ON THE BILL OF LADING ISSUED WITH RESPECT TO THE PRODUCT OR ANY PART THEREOF, THE BUYER SHALL PROVIDE TO THE SELLER WITHIN SEVEN (7) DAYS OF COMPLETION OF DISCHARGE OF SUCH PRODUCT, DOCUMENTARY EVIDENCE THAT THE CARGO WAS DELIVERED BY THE PERFORMING VESSEL AT THE SPECIFIED DISCHARGE PORT.

THE BUYER SHALL INDEMNIFY THE SELLER ON DEMAND (ON A FULL INDEMNITY BASIS) AGAINST ALL LIABILITIES, LOSSES, DAMAGES, DEMANDS, CLAIMS, EXPENSES AND COSTS (INCLUDING LEGAL FEES), PROCEEDINGS OR ACTIONS WHICH THE SELLER MAY SUFFER OR INCUR IN CONNECTION WITH THE BUYER'S BREACH OF THE DECLARATIONS AND UNDERTAKINGS UNDER THIS CLAUSE 21.

22. NOTICES:

UNLESS OTHERWISE PROVIDED ELSEWHERE IN THIS CONTRACT, ANY NOTICES, COMMUNICATIONS OR CLAIM BY EITHER PARTY TO THE OTHER SHALL BE MADE IN WRITING TO THE FOLLOWING:

SELLER'S CONTACTS:

CNOOC TRADING (SINGAPORE) PTE LTD

12 MARINA BOULEVARD

MARINA BAY FINANCIAL CENTRE TOWER 3

#34-02 SINGAPORE 018982

TEL : (65) 6535 6995

FAX : (65) 6535 2976

COMMERCIAL

ATTN : MR JERRY TAN

MOBILE: (65) 9235 2127



EMAIL : JERRYTAN@CNOOC.COM.CN
ATTN : MR KONG TIANHAO
MOBILE: (65) 9662 3795
EMAIL : KONGTH@CNOOC.COM.CN

OPERATIONS / INVOICING

ATTN : MS JAMIE HUANG
MOBILE: (65) 9624 9855
EMAIL : JAMIE.HUANG@CNOOC.COM.CN
ATTN : MR KUANG LONG
MOBILE: (65) 9638 1789
EMAIL : KUANGLONG@CNOOC.COM.CN

DEMURRAGE

EMAIL : SH_DEM.SG@CNOOC.COM.CN/JAMIE.HUANG@CNOOC.COM.CN/
KUANGLONG@CNOOC.COM.CN

CONTRACTS

ATTN : MS CHIM LAI MEI
MOBILE : (65) 9238 5733
EMAIL : LAIMEI.CHIM@CNOOC.COM.CN

FINANCE

ATTN :	MR CHENG DONGFENG	EMAIL : CHENGDF@CNOOC.COM.CN
ATTN :	MS ERH XIN MEI	EMAIL : ERHXINMEI@CNOOC.COM.CN
ATTN :	MS TERESA DING	EMAIL : DING.BING@CNOOC.COM.CN

BUYER'S CONTACTS

PLEASE ADVICE.

NO NOTICE OR COMMUNICATION FROM THE BUYER TO THE SELLER ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT SHALL BE EFFECTIVE UNLESS IT HAS BEEN RECEIVED BY THE SELLER IN WRITING BEFORE 1700 SINGAPORE BUSINESS HOURS AND SENT IN ACCORDANCE WITH THE NOTIFICATIONS PROVISIONS HEREIN. ANY NOTICE OR COMMUNICATIONS RECEIVED AFTER 1700 SINGAPORE BUSINESS HOURS SHALL BE DEEMED TO HAVE BEEN RECEIVED ON THE NEXT WORKING DAY.

PLEASE NOTE THAT CNOOC TRADING (SINGAPORE) PTE LTD SHALL NOT BE HELD ACCOUNTABLE FOR ANY DELAYS, COSTS AND/OR RESPONSIBILITIES WHEN ANY COMMUNICATIONS/CORRESPONDENCES DID NOT REACH THE PROVIDED CONTACTS AS AFORESAID OR SENT BY ANY OTHER MEANS.

WHERE CNOOC TRADING (SINGAPORE) PTE LTD IS THE RECEIVING PARTY, ALL CLAIMS UNDER THIS AGREEMENT SHALL BE SENT BY EMAIL TO THE PROVIDED CONTACTS AS AFORESAID. ANY CLAIMS SENT BY ANY OTHER MEANS SHALL NOT BE DEEMED RECEIVED NOR ACKNOWLEDGED.



FOR THE AVOIDANCE OF DOUBT, ALL TELEPHONE NUMBERS PROVIDED ABOVE ARE FOR INFORMATION PURPOSE ONLY AND NO NOTICES SHALL BE GIVEN BY TELEPHONE TO THE SELLER UNDER THIS AGREEMENT. KINDLY SEND A FORMAL EMAIL FOR ALL BINDING CONFIRMATIONS.

COMMUNICATION ADDRESSED TO SOMEONE OTHER THAN THE SELLER'S REPRESENTATIVE(S) NAMED HEREIN AND/OR NOT GIVEN IN WRITING SHALL BE DEEMED TO HAVE NOT BEEN RECEIVED AND SELLER WILL NOT BE HELD RESPONSIBLE FOR ANY LOSSES, COSTS, LIABILITIES OR DELAYS, RESULTING FROM CORRESPONDENCE SENT TO ANY OTHER EMAIL ADDRESSES OR BY ANY OTHER MEANS.

ANY NOTICES OR COMMUNICATIONS FROM THE SELLER TO THE BUYER SHALL BE DEEMED EFFECTIVE AND GIVEN ONCE SENT TO THE BUYER'S ADDRESS, FAX NUMBER OR EMAIL SET OUT IN THIS CONTRACT OR TO SUCH OTHER ADDRESS, FAX NUMBER OR EMAIL AS THE BUYER MAY SPECIFY IN ADVANCE.

FOR THE AVOIDANCE OF DOUBT, ONLY THOSE TERMS AND CONDITIONS EXPRESSLY AGREED TO BY CNOOC TRADING (SINGAPORE) PTE LTD IN WRITING SHALL GOVERN AND FORM PART OF OUR AGREEMENT.

WE ARE PLEASED TO CONCLUDE THIS TRANSACTION WITH YOU AND SHALL LOOK FORWARD TO FUTURE BUSINESS OPPORTUNITIES WITH YOUR ESTEEMED COMPANY.

BEST REGARDS,
CNOOC TRADING (SINGAPORE) PTE LTD



SCHEDULE A – LETTER OF INDEMNITY

LETTER OF INDEMNITY

DATE :

FROM :

TO :

WE REFER TO OUR CONTRACT DATED THE ... DAY OF [MONTH], [YEAR] IN RESPECT OF YOUR PURCHASE FROM US OF METRIC TONS/BARRELS OF PRODUCT FOB ("THE CONTRACT") ON VESSEL ".....", BILL OF LADING DATED

IN CONSIDERATION OF YOUR MAKING FULL PAYMENT OF USD FOR METRIC TONS / BARRELS OF THE SAID PRODUCT IN ACCORDANCE WITH THE CONTRACT AND HAVING AGREED TO ACCEPT DELIVERY OF THE PRODUCT WITHOUT HAVING BEEN PROVIDED WITH RELEVANT DOCUMENTS REQUIRED UNDER THE CONTRACT INCLUDING BUT NOT LIMITED TO THE FULL SET OF SIGNED BILL OF LADING ISSUED OR DULY ENDORSED IN YOUR FAVOUR ("THE DOCUMENTS"), WE HEREBY REPRESENT AND WARRANT THE EXISTENCE, AUTHENTICITY AND VALIDITY OF THE DOCUMENTS; THAT WE ARE ENTITLED TO POSSESSION OF THE DOCUMENTS; WE WERE (IMMEDIATELY PRIOR TO THE PRODUCT COMING TO YOUR POSSESSION) ENTITLED TO POSSESSION OF THE PRODUCT; WE HAD (IMMEDIATELY BEFORE TITLE PASSED TO YOU) GOOD TITLE TO SUCH PRODUCT; AND THAT TITLE IN THE PRODUCT HAS BEEN PASSED AS PROVIDED IN THE CONTRACT TO YOU FREE FROM ALL LIENS, SECURITIES, CHARGES OR ENCUMBRANCES OF WHATEVER KIND AND YOU WILL HAVE THE BENEFIT OF THE WARRANTY AS TO ENJOYMENT OF QUIET POSSESSION IMPLIED BY LAW IN THE CONTRACT BUT WITHOUT PREJUDICE TO ANY OTHER WARRANTY SO IMPLIED.

WITHOUT PREJUDICE TO YOUR RIGHTS UNDER THE CONTRACT WE HEREBY AGREE TO PROTECT, INDEMNIFY AND HOLD YOU HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS (INCLUDING LEGAL COSTS), CLAIMS AND EXPENSES WHICH YOU MAY SUFFER BY REASON OF:-

- (A) OUR FAILURE TO PRESENT TO YOU THE DOCUMENTS IN ACCORDANCE WITH THE CONTRACT; AND/OR INCLUDING BUT NOT LIMITED TO
- (B) ANY ACTION OR PROCEEDING BROUGHT OR THREATENED AGAINST YOU IN CONNECTION WITH QUESTIONS OF TITLE TO OR THE RIGHT TO POSSESSION OF THE DOCUMENTS OR THE PRODUCT OR THE PROCEEDS OF EITHER; OR ANY LIENS, SECURITIES, CHARGES OR ENCUMBRANCES ASSERTED ON THE DOCUMENTS OR THE PRODUCT OR ANY OTHER CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE DOCUMENTS OR THE PRODUCT.

THIS INDEMNITY SHALL CEASE TO HAVE EFFECT UPON THE DOCUMENTS BEING PROVIDED TO YOU WITHOUT PREJUDICE TO ANY DAMAGES, LOSSES, LIABILITIES, COSTS, CLAIMS AND EXPENSES WHICH YOU MAY HAVE SUFFERED BEFORE THE DOCUMENTS ARE PROVIDED TO YOU.

THIS LETTER OF INDEMNITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW SPECIFIED IN THE CONTRACT AND ANY DISPUTES, CONTROVERSIES OR CLAIMS ARISING OUT OF OR IN RELATION TO THIS LETTER OF INDEMNITY SHALL BE SETTLED IN ACCORDANCE WITH THE DISPUTE RESOLUTION SPECIFIED IN THE CONTRACT.

YOUR FAITHFULLY,
SIGNED BY:.....



SCHEDULE B – WARRANTY OF TITLE

DATE :
TO :

WARRANTY OF TITLE

WE REFER TO OUR CONTRACT WITH CONTRACT REFERENCE NO.: _____ ("CONTRACT") IN RESPECT OF YOUR PURCHASE FROM US OF _____ NET MT OF ... PRODUCT DELIVERED TO YOU BY VESSEL " ".

IN CONSIDERATION OF YOUR PAYMENT OF THE FULL/PROVISIONAL PURCHASE PRICE OF USD . . . IN ACCORDANCE WITH THE CONTRACT, WE HEREBY EXPRESSLY WARRANT THAT:

1. AT THE TIME OF SUCH TRANSFER, WE HAD THE RIGHT TO SELL THE SAID GOODS TO YOU; AND
2. THAT THE TITLE IN THE SAID GOODS HAS BEEN PASSED AS PROVIDED IN THE CONTRACT TO YOU FREE FROM ANY AND ALL LIENS, CHARGES AND ENCUMBRANCES OF ANY NATURE WHATSOEVER.

YOUR ACCEPTANCE OF THIS WARRANTY OF TITLE SHALL NOT ESTABLISH A COURSE OF DEALING BETWEEN US.

OUR OBLIGATION TO INDEMNIFY YOU IS, OF COURSE, SUBJECT TO THE CONDITION THAT YOU SHALL GIVE US PROMPT NOTICE OF ASSERTION OF ANY CLAIMS(S) AND FULL OPPORTUNITY TO CONDUCT, IN A TIMELY MANNER, THE DEFENCE THEREOF AND THAT YOU SHALL NOT SETTLE ANY SUCH CLAIM(S) WITHOUT OUR PRIOR WRITTEN APPROVAL, SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD.

THIS WARRANTY OF TITLE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW SPECIFIED IN THE CONTRACT AND ANY DISPUTES, CONTROVERSIES OR CLAIMS ARISING OUT OF OR IN RELATION TO THIS WARRANTY OF TITLE SHALL BE SETTLED IN ACCORDANCE WITH THE CONTRACT.

YOURS FAITHFULLY

.....
AUTHORISED SIGNATORY

