

**GENERAL T&C FOR PURCHASE/SALE OF MOGAS**

**1. SELLER**

(HEREINAFTER REFERRED TO AS “SELLER”)

**2. BUYER**

(HEREINAFTER REFERRED TO AS “BUYER”)

**3. PRODUCT**

GASOLINE 92 RON AND/OR 95R UNLEADED  
(HEREINAFTER REFERRED TO THE “PRODUCT”)

**4. QUALITY**

THE QUALITY OF THE PRODUCT SHALL MEET THE SPECIFICATIONS AS ATTACHED UNDER APPENDIX I.

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**

A MINIMUM OF BARRELS +/- 5 PERCENT AT OPERATIONAL TOLERANCE,

**6. LOADING AND NOMINATION**

FOB AT ONE SAE PORT/BERTH DESIGNATED BY SELLER.

CIF AT ONE SAFE PORT/BERTH/ANCHORAGE DESIGNATED BY BUYER.

FOR EACH MONTH, THE BUYER SHALL DELCARE THE TOTAL LIFITING TOGETHER WITH 3-DAYS LOADING LAYCAN BY 15TH OF M-1.

**MONTH (M) DEFINITION**

*MONTH (M) IS DEFINED AS THE NOMINATED MONTH OF LOADING*

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*MONTH (M-1) IS DEFINED AS ONE MONTH IMMEDIATELY PRIOR TO THE NOMINATED MONTH OF LOADING.*

BUYER SHALL NOMINATE THE LOADING VESSEL AT LEAST FIVE (7) WORKING DAYS PRIOR TO THE FIRST DAY OF THE LOADING DATE RANGE, SUBJECT TO THE SELLER'S AND LOADING TERMINAL'S ACCEPTANCE, WHICH SHALL NOT BE UNREASONABLY WITHHELD. THE NOMINATION SHALL BE CONSISTENT WITH THE LOADING PORT AUTHORITY REQUIREMENTS AND SHALL INCLUDE THE VESSEL'S NAME, DATE BUILT, SUMMER DEADWEIGHT, LENGTH, FLAG, DRAUGHT TOGETHER WITH THE GRADE AND APPROXIMATE QUANTITY TO BE LOADED, ETA OF THE VESSEL AND OTHER INFORMATION AS MAY BE REQUIRED BY THE LOADING TERMINAL OPERATOR FROM TIME TO TIME.

ANY SUBSTITUTION OF VESSEL SHOULD BE IN WRITING AT LEAST SEVENTY-TWO (72) HOURS BEFORE THE FIRST DAY OF THE LOADING DATE RANGE. SUCH SUBSTITUTION OF VESSEL SHALL BE SUBJECTED TO SELLER'S AND LOADING TERMINAL'S ACCEPTANCE WHICH SHALL NOT BE UNREASONABLY WITHHELD.

BUYER MUST PROVIDE DOCUMENTARY INSTRUCTIONS TO SELLER AT LEAST THREE (3) WORKING DAYS PRIOR TO THE FIRST DAY OF THE LOADING DATE RANGE.

BUYER TO SEND ESTIMATED TIME OF ARRIVAL ("ETA") NOTICES TO SELLER AND LOADING TERMINAL 96/72/48/24/12/6 HOURS PRIOR TO VESSEL ARRIVAL AT LOADING TERMINAL AND WHEN ETA CHANGES BY MORE THAN 3 HRS.

ANY DELAYS RESULTING FROM A FAILURE TO GIVE ANY OF THE ABOVE NOTICES OR INSTRUCTIONS, OR IF VESSEL FAILS TO ARRIVE AT LOADING TERMINAL WITHIN THREE (3) HOURS AFTER THE ETA LAST NOTIFIED, SHALL NOT COUNT AGAINST LAYTIME, OR IF VESSEL IS ON DEMURRAGE AS TIME ON DEMURRAGE. BERTHING WILL BE SUBJECT TO BEST ENDEAVOURS BASIS AND LAYTIME SHALL ONLY COMMENCE AT THE TIME LOADING COMMENCES.

IF, AT ANY TIME, THE ETA OF THE PERFORMING VESSEL CHANGES FROM THE LAST ETA COMMUNICATED TO THE TERMINAL AND THE SELLER, THE BUYER SHALL NOTIFY THE TERMINAL AND THE SELLER PROMPTLY OF SUCH CHANGED ETA AND THE REASONS FOR THE CHANGED ETA.

## **7. PRICE**

INVOICE QUANTITY SHALL BE BASED ON THE BILL OF LADING QUANTITY AT LOADING PORT, SAVE FOR FRAUD AND/OR MANIFEST ERROR.

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THE FOB UNIT PRICE INCLUSIVE OF DISCHARGING COST IN U.S. DOLLARS PER BARREL SHALL BE THE ARITHMETIC AVERAGE OF THREE (3) PUBLICATIONS OF THE MEAN OF HIGH AND LOW QUOTATIONS OF PLATT'S ASIA PACIFIC/ARABGULF MARKETSCAN FOR "GASOLINE 92R AND/OR 95R UNL" UNDER THE HEADING "FOB SINGAPORE" CENTERED ON ACTUAL B/L DATE (1-1-1), I.E. ONE (1) QUOTATION PUBLISHED IMMEDIATELY BEFORE

B/L DATE, ONE (1) QUOTATION PUBLISHED ON B/L DATE AND ONE (1) QUOTATION PUBLISHED IMMEDIATELY AFTER B/L DATE PLUS A PREMIUM OF USD (U.S DOLLARS ZERO POINT) PER BARREL.

IF THERE IS NO PLATT'S QUOTATION FOR THE B/L DATE, THEN THE ONE (1) DAY QUOTATION IMMEDIATELY PRECEDING B/L DATE AND TWO (2) DAYS QUOTATIONS IMMEDIATELY FOLLOWING B/L DATE SHALL APPLY (1-0-2).

ANY PUBLISHED CORRECTION TO ANY OF THE RELEVANT PLATTS QUOTATIONS FOR THE ABOVE PRICING PERIOD SHALL BE APPLIED AUTOMATICALLY. THE FINAL UNIT PRICE SHALL BE ROUNDED TO THREE (03) DECIMAL PLACES WITH THE THIRD DECIMAL PLACE TO BE INCREASED TO THE NEXT DIGIT WHENEVER THE FOURTH DECIMAL PLACE IS FIVE OR GREATER THAN FIVE. THE TOTAL INVOICE AMOUNT SHALL BE ROUNDED TO TWO DECIMAL PLACES.

## 8. PAYMENT TERMS

### PAYMENT OPTION 1: CASH IN ADVANCE

PAYMENT SHALL BE MADE IN U.S. DOLLARS IN FULL WITHOUT WITHHOLDING, OFFSET, DEDUCTION OR COUNTERCLAIM, BY **CASH IN ADVANCE** (FOR AN AMOUNT DETERMINED BY SELLER) THROUGH TELEGRAPHIC TRANSFER REMITTANCE TO SELLER'S DESIGNATED BANK ACCOUNT AT LEAST THREE (3) DAYS PRIOR TO THE FIRST DAY OF THE LOADING DATE RANGE AGAINST SELLER'S PRESENTATION OF PROVISIONAL INVOICE (FAX/EMAIL ACCEPTABLE). MULTIPLE PAYMENTS ARE ACCEPTABLE AS LONG ARE NOT FROM ANY SANCATIONED COUNTRIES.

SELLER RESERVES THE RIGHT TO WITHHOLD THE LOADING OF CARGO TILL THE PRE-PAYMENT IS RECEIVED IN GOOD ORDER. ALL ADDITIONAL COST/DAMAGES (INCLUDING DEMURRAGES) ARISING FROM SUCH DELAYS SHALL BE FOR BUYER'S ACCOUNT.

UPON FINAL UNIT PRICE AND/OR FINAL INVOICE QUANTITY BECOMES AVAILABLE, A FINAL INVOICE (FAX/EMAIL ACCEPTABLE) AS A FINAL PRICE ADJUSTMENT SHALL BE SEND BY THE SELLER TO THE BUYER. ANY SHORTFALL IN PAYMENT DUE FROM THE BUYER TO THE SELLER OR REFUND OF OVERPAYMENT DUE FROM THE SELLER TO THE BUYER SHALL BE SETTLED BY TELEGRAPHIC TRANSFER REMITTANCE WITHIN SEVEN (07) DAYS FROM THE BILL OF LADING DATE (B/L DATE SHALL BE COUNTED AS DAY ONE). ANY DELAY IN EFFECTING PAYMENT TO THE FINAL INVOICE SHALL ENTITLE THE BENEFICIARY TO RECEIVE PAYMENT OF INTEREST FOR EACH DAY OF DELAY CALCULATED AS PER THE PRIME RATE AS QUOTED ON REUTER'S

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PAGE "USPRIME=" PLUS THREE (3) PCT PER ANNUM ON THE DAY IMMEDIATELY AFTER THE DATE ON WHICH SUCH PAYMENT BECOMES DUE UNTIL AND INCLUDING THE DATE SETTLEMENT IS MADE.

**OR**

**PAYMENT OPTION 2: IRREVOCABLE DOCUMENTARY LETTER OF CREDIT**

PAYMENT SHALL BE MADE IN U.S. DOLLARS IN FULL WITHOUT WITHHOLDING, OFFSET, DEDUCTION OR COUNTERCLAIM, BY TELEGRAPHIC TRANSFER REMITTANCE TO SELLER'S DESIGNATED BANK ACCOUNT PAYABLE THIRTY (30) DAYS FROM THE BILL OF LADING DATE (B/L DATE SHALL BE COUNTED AS DAY ONE) AGAINST SELLER'S PRESENTATION OF COMMERCIAL INVOICE (FAX/EMAIL ACCEPTABLE) AND ORIGINAL SHIPPING DOCUMENTS.

IT IS A CONDITION OF THIS AGREEMENT THAT BUYER SHALL PROVIDE AN IRREVOCABLE DOCUMENTARY LETTER OF CREDIT IN ACCEPTABLE FORMAT BY SELLER, OPENED BY A FIRST CLASS INTERNATIONAL BANK ACCEPTABLE TO SELLER AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE FIRST DAY OF THE LOADING DATE RANGE.

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

IN THE EVENT THE ORIGINAL SHIPPING DOCUMENTS ARE NOT AVAILABLE WHEN PAYMENT FALLS DUE, BUYER SHALL PAY AGAINST SELLER'S PRESENTATION OF COMMERCIAL INVOICE AND LETTER OF INDEMNITY (LOI), LOI FORMAT AS STIPULATED UNDER APPENDIX II (INVOICE/LOI FAX/EMAIL ACCEPTABLE).

IF PAYMENT DUE DATE FALLS ON A SATURDAY OR NON-MONDAY BANKING HOLIDAY IN NEW YORK, THEN THE PAYMENT SHALL BE EFFECTED ON THE FIRST PRECEDING BANKING DAY IN NEW YORK. IF PAYMENT DUE DATE FALLS ON SUNDAY OR MONDAY BANKING HOLIDAY IN NEW YORK, THEN THE PAYMENT SHALL BE EFFECTED ON THE NEXT SUCCEEDING BANKING DAY IN NEW YORK.

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.

**9. QUALITY AND QUANTITY DETERMINATION**

BUYER AND SELLER SHALL JOINTLY APPOINT A MUTUALLY AGREED INTERNATIONALLY RECOGNISED INDEPENDENT INSPECTOR TO DETERMINE QUANTITY AND QUALITY OF THE PRODUCT ACCORDING TO THE CUSTOMARY PRACTICE OF THE LOADING TERMINAL. THE COST FOR SUCH INSPECTION SHALL BE SHARED EQUALLY BETWEEN BUYER AND SELLER.

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THE INDEPENDENT INSPECTOR'S FINDINGS AND RESULTS ON QUANTITY AND QUALITY AT SHORE TANKS OF LOADING TERMINAL SHALL BE CONCLUSIVE AND FINAL AND BINDING ON BOTH SELLER AND BUYER, SAVE FOR FRAUD AND/OR MANIFEST ERROR WITH NO GUARANTEE, CONDITION, WARRANTY OR UNDERTAKING (WHETHER EXPRESS OR IMPLIED) THAT THE PRODUCT WILL REMAIN OF SUCH QUALITY AND/OR CONDITION THEREAFTER. SELLER SHALL HAVE NO LIABILITY FOR ANY DETERIORATION IN THE CONDITION AND/OR QUALITY OF THE PRODUCT AFTER LOADING FOR ANY REASON WHATSOEVER.

ANY CHARGES OF THE INSPECTOR FOR PERFORMING DUTIES NOT SPECIFIED IN THE AGREEMENT WILL BE FOR THE ACCOUNT OF THE PARTY SO INSTRUCTING THE INSPECTOR.

ANY CLAIM AGAINST SELLER REGARDING THE QUANTITY OR QUALITY OF THE PRODUCT DELIVERED SHALL BE WAIVED UNLESS SUBMITTED TO SELLER IN WRITING, TOGETHER WITH SUPPORTING DOCUMENTATION AND REASONABLE DETAILS OF THE FACTS ON WHICH THE CLAIM IS BASED, WITHIN THIRTY (30) DAYS FROM THE DATE OF COMPLETION OF LOADING (DISCONNECTION OF HOSES). BUYER SHALL ONLY BE ENTITLED TO RECOVER ANY COSTS, LOSSES OR DAMAGES INCURRED FOR DEFICIENCY IN QUANTITY AND QUALITY OF THE PRODUCT FROM SELLER TO THE EXTENT THAT SELLER IS ABLE TO AND ACTUALLY RECOVER SUCH SHORTAGE OR DEFECT FROM SELLER'S SUPPLIER OR HOST COUNTRY GOVERNMENT.

#### **10. LAYTIME AND DEMURRAGE**

UPON VESSEL'S ARRIVAL AT CUSTOMARY ANCHORAGE OR WAITING PLACE, VESSEL SHALL GIVE SELLER AND LOADING TERMINAL NOTICE OF READINESS (NOR) THAT VESSEL IS IN ALL RESPECTS READY TO LOAD CARGO.

LAYTIME ALLOWED FOR **EACH LOADING** SHALL BE **THIRTY-SIX (36)** HOURS SHINC (SUNDAYS AND HOLIDAYS INCLUDED).

IF NOR IS TENDERED WITHIN THE LOADING DATE RANGE, LAYTIME SHALL COMMENCE SIX (6) HOURS AFTER NOR TENDERED OR WHEN VESSEL IS ALL FAST, WHICHEVER IS EARLIER.

IF NOR IS TENDERED PRIOR TO THE FIRST DAY OF THE LOADING DATE RANGE, LAYTIME TO COMMENCE AT 0600 HOURS OF THE FIRST DAY OF THE 3-DAY LOADING DATE RANGE OR WHEN VESSEL ALL FAST, WHICHEVER IS EARLIER.

IF NOR IS TENDERED AFTER THE LAST DAY OF THE LOADING DATE RANGE, LAYTIME SHALL COMMENCE WHEN VESSEL ALL FAST.

IN ALL CASES, LAYTIME SHALL CEASE UPON DISCONNECTION OF HOSES ON COMPLETION OF LOADING.

TIME NOT TO COUNT AS LAYTIME OR TIME ON DEMURRAGE IF VESSEL IS ON DEMURRAGE:

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- TIME WAITING FOR PILOT, TUG, TIDE, DAY BREAK, INSPECTION, ULLAGING AND TESTING OR SHIFTING FROM ANCHORAGE TO PLACE OF LOADING.
- STOPPAGE BY THE VESSEL'S ORDER OF NEGLIGENCE OF DEFAULT ON THE PART OF THE BUYER, ANY LOSS SHALL BE ON BUYER'S ACCOUNT.
- WAITING TIME DUE TO BAD WEATHER SHALL COUNT A HALF AS LAYTIME, OR TIME ON DEMURRAGE IF VESSEL IS ON DEMURRAGE.

## **11. DEMURRAGE**

DEMURRAGE, IF INCURRED, SHALL BE AS PER THE ACTUAL CHARTER PARTY RATE OF THE PERFORMING VESSEL, PRORATED FOR PART DAY (PDPR).

IF THE NOMINATED VESSEL SIZE IS LARGER THAN THE CARGO SIZE, THEN THE DEMURRAGE RATE WILL BE CALCULATED ON THE PROPORTION THAT THE PRODUCT BEARS TO THE CARRYING VESSEL'S SUMMER DEADWEIGHT.

DEMURRAGE CLAIMS SHALL BE DEEMED TO BE WAIVED AND BE ABSOLUTELY TIME BARRED UNLESS THEY ARE SUBMITTED TO SELLER IN WRITING WITH PROPER SUPPORTING DOCUMENTATION INCLUDING A COPY OF THE DULY SIGNED CHARTER PARTY, NOR AND TIMESHEET NO LATER THAN SIXTY (60) DAYS FROM THE BILL OF LADING DATE. DEMURRAGE SHALL ONLY BE PAYABLE IF CLAIMED BY SHIPOWNERS AND IN NO CASE SHALL DEMURRAGE BE PAID OVER THE AMOUNT PAID TO SHIPOWNERS.

## **12. ISPS COMPLIANCE**

- 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 OF 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.

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- 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. IF THE LOADING TERMINAL IS NOT OPERATED BY THE SELLER OR AN AFFILIATE OF THE SELLER, THE SELLER'S LIABILITY TO THE BUYER UNDER THE AGREEMENT FOR ANY DEMURRAGE, COSTS, LOSSES OR EXPENSES INCURRED BY THE VESSEL, THE CHARTERERS OR THE VESSEL OWNERS RESULTING FROM THE FAILURE OF THE LOADING TERMINAL/PORT/INSTALLATION TO COMPLY WITH THE ISPS CODE OR THE MTSA SHALL BE LIMITED TO THE PAYMENT OF DEMURRAGE, COSTS, LOSSES OR EXPENSES THAT THE SELLER IS ABLE TO RECOVER AND DOES RECOVER FROM ITS SUPPLIER OR OTHER RELEVANT THIRD PARTY, AND THEN ONLY TO THE EXTENT OF SUCH RECOVERY. THE SELLER SHALL, HOWEVER, USE REASONABLE EFFORTS TO SO RECOVER FROM ITS SUPPLIER OR OTHER RELEVANT THIRD PARTY.

### **13. RISK AND TITLE**

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THE RISK AND TITLE IN THE PRODUCT DELIVERED UNDER THE AGREEMENT SHALL PASS TO THE BUYER AS THE PRODUCT PASSES THE VESSEL'S PERMANENT HOSE CONNECTION AT THE LOADING TERMINAL AND OR SHIP TO SHIP (STS).

#### **14. INSURANCE**

BUYER SHALL BE RESPONSIBLE FOR THE CARGO INSURANCE BE IT FOB AND/OR CIF. ALL COST ON CARGO INSURANCE SHALL BE ON BUYER'S ACCOUNT.

#### **15. FORCE MAJEURE**

IF EITHER PARTY IS RENDERED UNABLE TO PERFORM FULLY OR IN PART ANY OBLIGATION UNDER THIS AGREEMENT, EXCEPT IN RELATION TO OBLIGATIONS TO MAKE PAYMENTS DUE UNDER THE AGREEMENT, THEN TO THE EXTENT THAT SUCH INABILITY ARISES FROM A CAUSE OR CAUSES BEYOND THAT PARTY'S CONTROL AND UPON SUCH PARTY PROMPTLY GIVING WRITTEN NOTICE WITHIN FORTY-EIGHT (48) HOURS AFTER RECEIVING NOTICE THEREOF TO THE OTHER PARTY OF SUCH CAUSE(S), NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN DAMAGES OR OTHERWISE AND THE TIME FOR PERFORMANCE OF THE AFFECTED OBLIGATION SHALL BE EXTENDED DURING AND FOR THE PERIOD OF INABILITY SO CAUSED, UP TO A MAXIMUM OF THIRTY (30) CALENDAR DAYS.

SHOULD SUCH PERIOD OF INABILITY CONTINUE IN EXCESS OF THIRTY (30) CALENDAR DAYS, EITHER PARTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO THE OTHER PARTY, IN WHICH CASE NEITHER PARTY SHALL BE RESPONSIBLE FOR FURTHER PERFORMANCE NOR LIABLE IN ANY WAY TO EACH OTHER, SAVE TO THE EXTENT OF ANY BREACHES ARISING PRIOR TO THE INABILITY.

THE TERM "A CAUSE OR CAUSES BEYOND THAT PARTY'S CONTROL" USED HEREIN SHALL INCLUDE (BUT WITHOUT LIMITING THE GENERALITY OF SUCH TERM) ANY RESTRICTION ON, FAILURE OF, OR DEFAULT BY TERMINAL OF SELLER AND/OR SELLER'S SUPPLIER, UNEXPECTED CURTAILMENT OR CESSATION OF SUPPLIES OF CARGO BY SELLER'S USUAL SOURCES OF SUPPLY, REASON BEYOND SELLER'S CONTROL, ACT OF GOD, STRIKE, FLOOD, LOCK-OUT OR LABOUR DISPUTE, FIRE, EXPLOSION, WAR (DECLARED OR UNDECLARED), RIOTS, DESTRUCTION OF THE OIL, MILITARY OPERATIONS, BLOCKADE, REVOLUTION, DISTURBANCE, TRADE RESTRICTION, DELAYS OF CARRIER DUE TO BREAKDOWN OR ADVERSE WEATHER, PERILS OF THE SEA, REQUESTS OR ORDERS OR ACTION BY ANY GOVERNMENTAL OR CIVIL OR MILITARY AUTHORITY (INCLUDING ALLOCATIONS, PRIORITIES, REQUISITIONS, QUOTAS AND PRICE CONTROLS), CHANGE OF LAW, EMBARGOES, ACCIDENTS, PROHIBITIONS ON EXPORT, UNEXPECTED SHUT-DOWN OF PRODUCTION FACILITIES AND BREAKDOWN OF LOADING FACILITIES OF SELLER, OR ANY OTHER CAUSE OF A SIMILAR NATURE AS DESCRIBED HEREIN.

NOTWITHSTANDING THIS CLAUSE, BUYER SHALL NOT BE RELIEVED OF MAKING PAYMENT IN FULL AND IN ACCORDANCE WITH THE AGREEMENT OF ANY SUMS THAT HAVE ACCRUED DUE UNDER THIS AGREEMENT

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PRIOR TO ITS SUSPENSION OR TERMINATION INCLUDING BUT NOT LIMITED TO THE PRICE, DEMURRAGE AND/OR ANY OTHER FINANCIAL OBLIGATION WHATSOEVER.

## **16. LAW AND ARBITRATION**

THIS AGREEMENT SHALL BE GOVERNED BY LAW OF SINGAPORE TO THE EXCLUSION OF ANY OTHER LAW WHICH MAY BE IMPUTED IN ACCORDANCE WITH CHOICE OF LAW RULES APPLICABLE IN ANY JURISDICTION. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHICH CANNOT BE RESOLVED BY NEGOTIATION SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE (SIAC RULES) FOR THE TIME BEING IN FORCE WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE IN THIS CLAUSE.

THE TRIBUNAL SHALL COMPRISE OF ONE ARBITRATOR TO BE AGREED BETWEEN THE PARTIES AND IF NOT SO AGREED, TO BE APPOINTED BY THE PRESIDENT OF THE COURT OF ARBITRATION OF SIAC. THE PLACE OF ARBITRATION SHALL BE SINGAPORE UNLESS THE PARTIES AGREE TO HAVE THE ARBITRATION ELSEWHERE. THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS AND IN THE AWARD SHALL BE ENGLISH. ANY AWARD SHALL BE FINAL AND BINDING UPON THE PARTIES, AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

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

## **17. THIRD PARTY RIGHTS**

ANY PERSON WHO IS NOT A PARTY TO THIS AGREEMENT (A "THIRD PARTY") HAS NO RIGHT UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) CHAPTER 53B SINGAPORE STATUTES TO ENFORCE ANY TERM OF THIS AGREEMENT.

## **18. TAXES AND DUTIES**

ALL TAXES, FEES, CUSTOMS, DUTIES OR ASSESSMENTS IMPOSED BY ANY GOVERNMENTAL AUTHORITY ON THE IMPORT OF THE PRODUCT SHALL BE PAID BY BUYER. AS FOR ALL HANDLING CHARGES AT DISCHARGE PORT, SELLER SHALL FULLY INCHARGE.

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

## **19. INSOLVENCY**

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NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, A DEFAULT (DEFAULT) OF THIS AGREEMENT SHALL BE DEEMED TO OCCUR IF A PARTY INTER ALIA:

(A) FAILS TO PROVIDE ACCEPTABLE SECURITY TO SELLER IN ACCORDANCE WITH THE CREDIT RISK OR PAYMENT CLAUSES IN THE AGREEMENT WITHIN THE TIME PERIOD SPECIFIED IN SELLER'S REQUEST TO BUYER.

(B) FILES A PETITION OR OTHERWISE COMMENCES OR AUTHORISES THE COMMENCEMENT OF A PROCEEDING UNDER ANY BANKRUPTCY, INSOLVENCY, REORGANIZATION OR SIMILAR LAW OR HAS ANY SUCH PETITION FILED OR PROCEEDING COMMENCED AGAINST IT; OR HAS A LIQUIDATOR, ADMINISTRATOR, RECEIVER, TRUSTEE OR OFFICER WITH SIMILAR POWERS APPOINTED WITH RESPECT TO IT OR ANY SUBSTANTIAL PORTION OF ITS PROPERTY OR ASSETS.

(C) OTHERWISE BECOMES INSOLVENT (HOWEVER EVIDENCED) OR IS UNABLE TO PAY ITS DEBTS AS THEY BECOME DUE;

IN THE EVENT THAT EITHER PARTY OR ITS SECURITY PROVIDER IS IN DEFAULT (THE DEFAULTING PARTY) THE OTHER PARTY (THE NON-DEFAULTING PARTY), IN ITS SOLE DISCRETION, SHALL BE ENTITLED ON NOTICE TO THE DEFAULTING PARTY TO DO ANY OR ALL OF THE FOLLOWING: (1) SUSPEND AND/OR TERMINATE ITS PERFORMANCE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT (2) LIQUIDATE BY WRITTEN NOTICE ANY OR ALL EXISTING AGREEMENTS THEN OUTSTANDING AS SELECTED BY THE NON-DEFAULTING PARTY.

ON THE GIVING OF SUCH NOTICE, SUCH EXISTING AGREEMENT(S) SELECTED SHALL BECOME AUTOMATICALLY TERMINATED, EXCEPT FOR THE PAYMENT OBLIGATION REFERRED TO BELOW.

ON TERMINATION OF THE EXISTING AGREEMENTS, THE NON-DEFAULTING PARTY SHALL ISSUE A CONCLUSIVE AND BINDING CALCULATION OF ITS DAMAGES (LIQUIDATION AMOUNT) RESULTING FROM THE LIQUIDATION OF EACH EXISTING AGREEMENT, BY CALCULATING THE DIFFERENCE BETWEEN THE PREVAILING MARKET PRICE OF SUCH EXISTING AGREEMENT (AS DETERMINED BY THE NON DEFAULTING PARTY IN A COMMERCIALY REASONABLE MANNER) AND THE VALUE SPECIFIED IN SUCH EXISTING AGREEMENT.

THE NON-DEFAULTING PARTY SHALL SET OFF, NET OR AGGREGATE AS APPROPRIATE ALL LIQUIDATION AMOUNTS PAYABLE BY EACH PARTY TO THE OTHER PLUS ANY ASSOCIATED COSTS AND LAWYER'S FEES PLUS ANY ADDITIONAL AMOUNTS PAYABLE UNDER THIS AGREEMENT, SO THAT ALL SUCH AMOUNTS ARE AGGREGATED OR NETTED TO A SINGLE LIQUIDATED AMOUNT (TERMINATION PAYMENT ). THE DEFAULTING PARTY SHALL PAY THE TERMINATION PAYMENT TO THE NON-DEFAULTING PARTY WITHIN 5 DAYS OF RECEIPT OF SUCH NOTICE.

FOR THE PURPOSES OF THIS AGREEMENT, EXISTING AGREEMENTS MEANS THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE DEFAULTING PARTY AND/OR ITS AFFILIATED/ASSOCIATED OR PARENT

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Main Line: +852 2815-4212 Email: [trading@ppc.com.hk](mailto:trading@ppc.com.hk)

COMPANIES AND THE NON-DEFAULTING PARTY AND/OR ITS AFFILIATED/ASSOCIATED OR PARENT COMPANIES INCLUDING BUT NOT LIMITED TO PHYSICAL CONTRACTS, SWAP AGREEMENTS AND FUTURES CONTRACTS.

## **20. LIMITATION OF LIABILITIES**

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, IN RESPECT OF ANY CONSEQUENTIAL OR INDIRECT DAMAGE, LOSS OR LOSS OF PROFIT ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF ANY TERM OF THIS AGREEMENT, WHETHER OR NOT SUCH LOSS, DAMAGE OR LOSS OF PROFIT IS FORESEEABLE. SELLER'S LIABILITY (IF ANY) WHETHER IN CONTRACT, TORT OR OTHERWISE IN RESPECT OF ANY DEFECT IN THE PRODUCTS, OR ANY BREACH OF THIS AGREEMENT OR OF ANY DUTY OWED TO BUYER IN CONNECTION HERewith, SHALL BE LIMITED TO THE AGGREGATE PRICE OF THE PRODUCTS.

## **21. CLAIMS**

IF ANY CLAIM ARISES WHICH ARE KNOWN OR OUGHT TO HAVE BEEN KNOWN UNDER OR IN CONNECTION WITH THIS AGREEMENT (OTHER THAN (A) QUANTITY AND QUALITY CLAIMS COVERED IN CLAUSE 9 AND (B) DEMURRAGE CLAIMS COVERED IN CLAUSE 11), BUYER SHALL NOTIFY SELLER WITHIN THIRTY (30) DAYS FROM THE DATE ON WHICH THE EVENTS GIVING RISE TO THE CLAIM OCCURRED, FAILING WHICH THE CLAIM SHALL BE DEEMED WAIVED AND ABSOLUTELY BARRED.

## **22. LIQUIDATION CLAUSE**

WITHOUT LIMITING ANY OTHER RIGHTS THAT MAY BE AVAILABLE TO THE LIQUIDATING PARTY (AS HEREINAFTER DEFINED) , IN THE EVENT THAT A PARTY HERETO (THE DEFAULTING PARTY) IS THE SUBJECT OF A BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR PROCEEDING OR FAILS TO PAY ITS DEBTS GENERALLY AS THEY BECOME DUE, THE OTHER PARTY HERETO (THE LIQUIDATING PARTY) SHALL HAVE THE RIGHT, EXERCISABLE IN ITS SOLE DISCRETION AND AT ANY TIME, TO LIQUIDATE THIS AND ANY OR ALL OTHER AGREEMENTS THEN OUTSTANDING BETWEEN THE PARTIES (WHETHER THE LIQUIDATING PARTY IS THE SELLER OR THE BUYER HEREUNDER) BY DECLARING ANY OR ALL SUCH AGREEMENTS TERMINATED (WHEREUPON THEY SHALL BECOME AUTOMATICALLY TERMINATED, EXCEPT FOR THE OBLIGATION TO EFFECT PAYMENT), CALCULATING THE DIFFERENCE, IF ANY BETWEEN THE PRICE SPECIFIED THEREIN, AND THE MARKET PRICE FOR THE RELEVANT COMMODITY (AS DETERMINED BY THE LIQUIDATING PARTY IN A COMMERCIALY REASONABLE MANNER AT A TIME OR TIMES REASONABLY DETERMINED BY THE LIQUIDATING PARTY), AND AGGREGATING OR NETTING SUCH MARKET DAMAGES TO A SINGLE LIQUIDATED SETTLEMENT PAYMENT THAT WILL BE DUE AND PAYABLE UPON DEMAND THEREFOR.

## **23. LIMITATION ON ASSIGNMENT**

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WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, NEITHER PARTY MAY ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT IN FULL OR IN PART, EXCEPT THAT THE SELLER OR ITS ASSIGNS MAY WITHOUT SUCH CONSENT ASSIGN ALL OR A PORTION OF THEIR RIGHTS TO RECEIVE AND OBTAIN PAYMENT UNDER THE AGREEMENT IN CONNECTION WITH SECURITISATION OR BANK FUNDING ARRANGEMENTS. ANY SUCH ASSIGNMENT WILL NOT DETRACT FROM THE SELLER'S OBLIGATIONS UNDER THIS AGREEMENT.

IN THE EVENT OF AN ASSIGNMENT IN ACCORDANCE WITH THE TERMS OF THIS SECTION, THE ASSIGNOR SHALL NEVERTHELESS REMAIN RESPONSIBLE OF THE PROPER PERFORMANCE OF THE AGREEMENT. ANY ASSIGNMENT NOT MADE IN ACCORDANCE WITH THE TERMS OF THIS SECTION SHALL BE VOID.

## **24. TRADE CONTROLS**

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS AGREEMENT IS INTENDED OR SHALL BE INTERPRETED TO REQUIRE EITHER PARTY TO THE AGREEMENT TO ACT IN ANY MANNER WHICH IS INCONSISTENT WITH, PENALISED OR PROHIBITED UNDER ANY LAWS, REGULATIONS, RULES OR REQUIREMENTS APPLICABLE TO SUCH PARTY WHICH RELATE TO FOREIGN TRADE CONTROLS, EXPORT CONTROLS, EMBARGOES, SANCTIONS OR INTERNATIONAL BOYCOTTS OF ANY TYPE.

## **25. WAIVER**

THE FAILURE OF THE PARTY TO EXERCISE OR ENFORCE ANY RIGHT UNDER THIS AGREEMENT SHALL NOT BE DEEMED TO A WAIVER OF THAT RIGHT NOR OPERATE TO BAR THE EXERCISE OR ENFORCEMENT OF IT AT ANY TIME OR TIMES THEREAFTER.

## **26. SEVERABILITY**

IF ANY PART OF THIS AGREEMENT BECOMES INVALID, ILLEGAL OR UNENFORCEABLE THE PARTY SHALL IN SUCH EVENT NEGOTIATE IN GOOD FAITH IN ORDER TO AGREE THE TERMS OF A MUTUALLY SATISFACTORY PROVISION TO BE SUBSTITUTED FOR THE INVALID, ILLEGAL OR UNENFORCEABLE PROVISION WHICH AS NEARLY AS POSSIBLE VALIDLY GIVES EFFECT TO THEIR INTENTIONS AS EXPRESSED IN THIS AGREEMENT. FAILURE TO AGREE ON SUCH A PROVISION WITHIN THREE (3) MONTHS OF COMMENCEMENT OF THOSE NEGOTIATIONS SHALL RESULT IN AUTOMATIC TERMINATION OF THIS AGREEMENT. THE OBLIGATIONS OF THE PARTIES UNDER ANY INVALID, ILLEGAL OR UNENFORCEABLE PROVISION OF THE AGREEMENT SHALL BE SUSPENDED DURING SUCH NEGOTIATIONS.

## **27. DEFAULT**

WITHOUT PREJUDICE TO ANY OTHER REMEDY THAT MAY BE AVAILABLE TO THE SELLER, IF BUYER FAILS TO ACCEPT DELIVERY OF THE PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER, THE SELLER MAY IN ITS ABSOLUTE DISCRETION

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AND WITHOUT PREJUDICE TO ANY OTHER AVAILABLE RIGHT OR REMEDY, AND WITHOUT ANY LIABILITY ON THE PART OF SELLER WHATSOEVER, BE ENTITLED TO EXERCISE THE FOLLOWING REMEDIES AVAILABLE TO SELLER AT ITS OPTION:-

- 1) PROVIDE ITS OWN STORAGE, IF AVAILABLE, OR STORAGE AT A THIRD PARTY'S TERMINAL OR ON BOARD A VESSEL WITH CHARGES OF ALL ASSOCIATED COSTS FOR STORAGE ON BUYER'S ACCOUNT. IN ADDITION, IF THE PRODUCT IS STORED ONBOARD A VESSEL, BUYER SHALL BE LIABLE FOR ASSOCIATED LOSSES OF THE PRODUCT AND CUSTOMS DUTIES PAYABLE THEREON. THE BUYER SHALL NOT BE ENTITLED TO CLAIM ANY GAINS INDICATED IN DOCUMENTATION USED IN SUCH TRANSFERS;
- 2) SELLER MAY FREELY SELL OR DISPOSE OF SUCH UNDELIVERED QUANTITY OF PRODUCT AT ITS SOLE AND ABSOLUTE DISCRETION AND BUYER SHALL BE LIABLE TO THE SELLER FOR ANY DIFFERENCE IN PRICE BETWEEN THE SALE PRICE AS AGREED UNDER THIS AGREEMENT FOR SUCH PRODUCT AND THE ACTUAL PRICE AT WHICH THE PRODUCT WAS ACTUALLY SOLD IF SUCH ACTUAL PRICE IS LESS THAN THE SALE PRICE AS AGREED UNDER THIS AGREEMENT; AND ALL OTHER DIRECT COSTS, LOSSES, DAMAGES, EXPENSES AND LIABILITIES INCURRED BY THE SELLER AS A RESULT OF THE BUYER'S FAILURE TO ACCEPT DELIVERY OF THE PRODUCT. IF SELLER ELECTS TO DISPOSE THE PRODUCT, SUCH ACTION SHALL NOT RELIEVE BUYER OF ANY REMAINING OBLIGATIONS TO RECEIVE SPECIFIC QUANTITIES OF PRODUCT OR ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT; AND/OR
- 3) TERMINATE THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY EXPRESS OR IMPLIED ELSEWHERE HEREIN, IN THE EVENT BUYER FAILS TO PAY ANY AMOUNTS OWING IN FULL WHEN DUE AFTER THE PRODUCT HAS BEEN DELIVERED TO THE BUYER, AT THE SELLER'S OPTION EXERCISABLE AT ANY TIME BY WRITTEN NOTICE BY THE SELLER TO THE BUYER, TITLE, BUT NOT RISK, IN THE PRODUCT SHALL REVERT TO AND/OR REMAIN WITH THE SELLER AND THE BUYER SHALL AT ITS OWN COST UNDERTAKE TO DELIVER THE PRODUCT (INCLUDING ORDERING THE DISCHARGE OF THE VESSEL IF THE PRODUCT IS ON BOARD THE BUYER'S VESSEL) EXCLUSIVELY TO A PARTY NOTIFIED TO THE BUYER BY THE SELLER. SELLER SHALL ALSO BE ENTITLED TO SET-OFF OR NETTING UNPAID AMOUNT FROM ANY PAYMENT TO BUYER UNDER ANY AGREEMENT BETWEEN SELLER AND BUYER.

## **28. ENTIRE AGREEMENT**

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PREVIOUS NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS OR COMMITMENTS WITH REGARD TO ITS SUBJECT MATTER.

EACH PARTY ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR UNDERTAKINGS EXCEPT THOSE WHICH ARE EXPRESSLY SET OUT HEREIN.

EACH PARTY FURTHER ACKNOWLEDGES THAT IT WILL ONLY BE ENTITLED TO REMEDIES IN RESPECT OF BREACH OF THE EXPRESS TERMS OF THE AGREEMENT AND WILL NOT BE LIABLE IN TORT OR UNDER ANY COLLATERAL CONTRACT OR WARRANTY IN RESPECT OF ANY REPRESENTATIONS, WARRANTIES,

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STATEMENTS OR UNDERTAKINGS WHICH MAY HAVE BEEN MADE PRIOR TO THE AGREEMENT BEING ENTERED INTO.

## **29. HEALTH, SAFETY AND ENVIRONMENT**

(1) THE BUYER SHALL PROVIDE ITS EMPLOYEES, USERS AND CUSTOMERS WITH HEALTH, SAFETY AND ENVIRONMENTAL INFORMATION IN RELATION TO THE PRODUCT TO BE DELIVERED AND/OR USED. THE SELLER SHALL NOT BE RESPONSIBLE IN ANY RESPECT WHATSOEVER FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM ANY HAZARDS INHERENT IN THE NATURE OF THE PRODUCT.

(2) THE BUYER SHALL AT ALL TIMES COMPLY WITH ANY OBLIGATIONS, REQUIREMENTS, RECOMMENDATIONS AND/OR INDUSTRY BEST PRACTICES WHETHER MADE BY THE SELLER OR CONTAINED IN ANY LAW, STATUTE, DIRECTIVE OR REGULATION OF ANY TERRITORY, STATE OR JURISDICTION IN OR THROUGH WHICH THE PRODUCT MAY BE DELIVERED, SOLD, TRANSPORTED OR USED AND ALL GOVERNMENT, STATE OR LOCAL REGULATIONS AT THE PORT SUCH AS, BUT NOT LIMITED TO, THOSE RELATED TO FIRE, OR LOSS OF PRODUCT.

(3) IF AN ESCAPE, SPILLAGE OR DISCHARGE OF PRODUCT (HEREINAFTER REFERRED TO AS A “**SPILL**”) OCCURS WHILE PRODUCT IS BEING DELIVERED TO BUYER HEREUNDER, BUYER WILL PROMPTLY TAKE SUCH ACTION AS IS REASONABLY NECESSARY TO REMOVE THE PRODUCT AND MITIGATE THE EFFECTS OF SUCH SPILL. HOWEVER, NOTWITHSTANDING THE CAUSE OF SUCH SPILL, SELLER OR ITS SUPPLIER IS HEREBY AUTHORISED, AT ITS OPTION, UPON NOTICE TO BUYER, OR THE RECEIVING VESSEL, TO TAKE SUCH MEASURES, EITHER IN COOPERATION WITH BUYER, OR EXCLUSIVELY AS THE SOLE PARTY, AND INCUR SUCH EXPENSES (WHETHER BY EMPLOYING ITS OWN RESOURCES OR BY CONTRACTING WITH OTHERS) AS ARE REASONABLY NECESSARY, IN THE JUDGMENT OF SELLER OR ITS SUPPLIERS TO REMOVE THE PRODUCT AND MITIGATE THE EFFECTS OF SUCH SPILL. IF SELLER HAS EXERCISED ITS OPTION TO REMOVE THE PRODUCT AND MITIGATE THE EFFECT OF SUCH SPILL, BUYER AGREES TO COOPERATE AND RENDER SUCH ASSISTANCE AS IS REQUIRED BY SELLER IN THE COURSE OF SUCH ACTION. ANY EXPENSES, DAMAGES, COSTS, FINES AND PENALTIES ARISING FROM ESCAPE, SPILLAGE, DISCHARGE OR POLLUTION OF PRODUCT SHALL BE PAID BY THE PARTY THAT CAUSED SUCH ESCAPE, SPILLAGE, ETC BY A NEGLIGENT ACT OR OMISSION. IF BOTH PARTIES HAVE ACTED NEGLIGENTLY, ANY EXPENSES ETC SHALL BE DIVIDED BETWEEN THE PARTIES IN ACCORDANCE WITH THE RESPECTIVE DEGREE OF NEGLIGENCE. BUYER ALSO AGREES TO GIVE, OR CAUSE TO BE GIVEN, TO SELLER, ALL SUCH DOCUMENTS, AND OTHER INFORMATION CONCERNING ANY SPILL, OR ANY PROGRAMME FOR THE PREVENTION THEREOF, WHICH ARE REQUESTED BY SELLER, OR REQUIRED BY LAW OR REGULATION APPLICABLE AT THE TIME AND PLACE WHERE SELLER DELIVERS THE PRODUCT TO BUYER.

(4) THE BUYER SHALL INDEMNIFY AND KEEP THE SELLER INDEMNIFIED AGAINST ANY LIABILITY, CLAIM OR PROCEEDINGS WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY FAILURE BY THE BUYER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS CLAUSE.

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### **30. OTHER TERMS**

WHERE NOT CONTRADICTORY TO THE ABOVE SPECIFIC TERMS AND WHERE RELEVANT TO THIS SALE, ALL OTHER GENERAL TERMS SHALL REFER TO FOB INCOTERMS 2010.

IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH THE TERMS AND CONDITIONS STIPULATED IN INCOTERMS 2010 INDICATED ABOVE, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL. IN ALL OTHER CASES, THE TERMS OF THE INCOTERMS 2010 SHALL COMPLEMENT THE TERMS OF THIS AGREEMENT.

THIS AGREEMENT IS TO BE KEPT PRIVATE AND CONFIDENTIAL BY THE BUYER AND THE SELLER.

### **31. CONFIRMATION**

THE SELLER OF THIS TRANSACTION AND SELLER'S AGREEMENT WILL GOVERN THE TERMS OF THIS TRANSACTION. IF ANY OF THE ABOVE IS CONTRARY TO YOUR UNDERSTANDING OF THIS AGREEMENT, PLEASE RESPOND IMMEDIATELY VIA EMAIL/FAX WITH YOUR SPECIFIC POINTS OF DISAGREEMENT (NOT A FULL AGREEMENT). PLEASE NOTE THAT YOUR SPECIFIC POINTS OF DISAGREEMENT SHALL BE CONSTRUED AS PROPOSALS FOR ADDITIONS TO THE AGREEMENT AND SHALL NOT BECOME PART OF AGREEMENT UNLESS EXPRESSLY AGREED BY UNIPPEC IN WRITING. THE PROVISIONS SET FORTH IN THIS AGREEMENT SHALL BE FINAL AND BINDING UPON BOTH PARTIES WITHOUT SUBSTITUTION OR MODIFICATION.

SELLER SHALL NOT BE HELD RESPONSIBLE FOR ANY DELAYS AND NO CLAIM FOR DEMURRAGE SHALL BE ENTERTAINED IF THE CLAIM DOES NOT REACH OUR DEMURRAGE TEAM AS AFORESAID, DUE TO THE CORRESPONDENCE BEING SENT TO ANY OTHER PLACE.

WE ARE PLEASED TO HAVE CONCLUDED THIS TRANSACTION WITH YOU.



FOR PARTNERS PETROLEUM CO LTD

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**APPENDIX I – SPECIFICATIONS**

Gasoline specifications					
No.	Specs	Unleaded Gasoline			Test Method
			92		
1	Octane number, min				
	- RON (*)		92		ASTM 2699
	- MON (**)				ASTM 2700
2	Lead content, g/l, max	0.013			ASTM D3237
3	Distillation				ASTM D86
	- IBP, oC	Report			
	-10% vol, oC, max	70			
	- 50% vol, oC, max	120			
	- 90% vol, oC, max	190			
	- FBP, oC, max	215			
	- residual, %vol, max	2			
4	Copper corrosion @50oC/3hrs, max	1			ASTM D130
5	Existent gum, mg/100ml, max	5			ASTM D381
6	Induction period, minutes, min	480			ASTM D525
7	Sulfur content, mg/kg, max	500			ASTM D2622/D5453
8	RVP @37.8oC, KPA	43-75			ASTM D4953/D5191
9	Benzene, %vol, max	2.5			ASTM D3606/D4420
10	Aromatics, % vol, max	40			ASTM D1319
11	Olefin, % vol, max	38			ASTM D1319
12	Oxygen content, %wt, max	2.7			ASTM D4815
13	Density@15oC, kg/m3	Report			ASTM D1298/D4052
14	Appearance	Clear, no impurities			ASTM D4176
15	MTBE, %vol, max		10		D4815
16	Acetone	Not detected			
17	Color		Undyed		
18	Manganese, G/L max		0.018		D3831
19	Odour	Marketable			
20	Alcohol	No addition			ASTM D4815
- (*) RON: Research Octane Number					



**Appendix I**
**Gasoline specifications**

No.	Specs	Unleaded Gasoline		Test Method
		95		
1	Octane number, min			
	- RON (*)	95		ASTM 2699
	- MON (**)			ASTM 2700
2	Lead content, g/l, max	0.013		ASTM D3237
3	Distillation			ASTM D86
	- IBP, oC	Report		
	-10% vol, oC, max	70		
	- 50% vol, oC, max	120		
	- 90% vol, oC, max	190		
	- FBP, oC, max	215		
	- residual, %vol, max	2		
4	Copper corrosion @50oC/3hrs, max	1		ASTM D130
5	Existent gum, mg/100ml, max	5		ASTM D381
6	Induction period, minutes, min	480		ASTM D525
7	Sulfur content, mg/kg, max	500		ASTM D2622/D5453
8	RVP @37.8oC, KPA	43-75		ASTM D4953/D5191
9	Benzene, %vol, max	2.5		ASTM D3606/D4420
10	Aromatics, % vol, max	40		ASTM D1319
11	Olefin, % vol, max	38		ASTM D1319
12	Oxygen content, %wt, max	2.7		ASTM D4815
13	Density@15oC, kg/m3	Report		ASTM D1298/D4052
14	Appearance	Clear, no impurities		ASTM D4176
15	MTBE, %vol, max	10		D4815
16	Acetone	Not detected		
17	Color	Undyed		
18	Manganese, G/L max	0.018		D3831
19	Odour	Marketable		
20	Alcohol	No addition		ASTM D4815
- (*) RON: Research Octane Number				

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