



RULES OF IRREVOCABLE CORPORATE PURCHASE ORDER (ICPO) LPFO FORMULATION

Update Version Reference: 19/02/2019 12:53:27

The English version is the legally binding \ language that will be enforced by laws and all jurisdictions will refer to it regarding all translations.

Any authentic buyer is familiar with the rules of formulation for such documents such as an **ICPO** with **bank endorsement** and **BCL**, but in order to save our time we decided to upload example. Disregarding these will not lead to a joint operation with **Canaf Petro-Chemicals Refinery™** (hereinafter **CPCR**).

We always require accurate and complete documents, which can be provided to suppliers. We will always reply to those companies whose documents are prepared properly. Frankly an improperly completed or processed ICPO will not even be examined.

ICPO must be issued in both English and you're Local Authoritarianism Language wherever your registration of company

resides. Example of ICPO formulation you can be found below and specified if you are Governmental Company.

The NNPC sells the **LPFO** to **CPCR** at their load port Incoterms CIF Delivered. This is a very important distinction for our business as regards cost and risk versus having to deal FOB or plain CIF. Therefore, NNPC charters the vessels and pays all costs, insurance and freight to **CPCR's** destination port. Title transfer to **CPCR** at the loading port and risk transfer to **CPCR** at the destination port after the **LPFO** is discharged from the vessel.

We require that Buyers follow the Seller's procedures. Not the Buyer's procedures. Otherwise, we are unable to supply product to the Buyer. Not because the Seller's procedures are necessarily superior; they may not be. But because – of the immense responsibility imposed and/or-affiliated - there are private Treaty provisions in place that dictate the conduct of sale.

***** BEGINNING ICPO *****

(ON BUYER'S LETTERHEAD)

To: Canaf Petro-Chemicals Refinery Inc.
Attn.:

ICPO: _____
Date: " " _____ 201__

IRREVOCABLE CONFIRMED PURCHASE ORDER (ICPO) # _____

We, (**name of organization**), on behalf of (**full name of the finance manager or director**), acting ground (**document giving the right to dispose on behalf of organization**), with the complete responsibility as "Buyer", order the following goods:

- Commodity:** Low Pour Fuel Oil (LPFO)
- Origin:** Nigeria
- The detailed specification:** NNPC Standard Export LPFO
- Total quantity:** bbl. (+/- 5%)
- Monthly shipment:** bbl. (+/- 5%)
- The price and discount:** To be mutually agreed upon by Buyer & Seller
- Shipment:** CIF ASWP (your specified destination port)
- Single Shipment Quantity:** From 1,000,000 bbl. – 118,343.195 Metric Tons up to 2,000,000 bbl. - 236,686.391 Metric Tons Vessels
- Payment terms:** Irrevocable, Automatically Revolving Sight Credit Payment SWIFT and Payable 100% at Sight upon Q&Q (with the release of title/documents upon full payment and shall be automatically revolving to the next shipment until completion of the contracted quantity. The RSCP must be issued from one of the prime world banks.
- Payment Procedure:** According to the terms of the existing contract, mutually agreed upon by Buyer & Seller
- Transaction Procedure:** According to the terms of the existing contract, mutually agreed upon by Buyer & Seller
- Inspection:** SGS for Quantity and Quality
- Buyer's Bank information:**



BANK NAME:	
BANK ADDRESS	
SWIFT CODE	
ACCOUNT NAME	
ACCOUNT NO.	
BANK OFFICER NAME	
REQUIRED MESSAGE	All wire transfers shall incorporate below text message and a copy of bank wire transfer slip shall be emailed to info@canafpcr.ca for legal verification and documentation pursuant to patriot act/banking regulations with one original contract/agreement copy to be filed with bank. The S.W.I.F.T., RMA or clear stream text message covering all remittances shall clearly state the following: "We know remitter, this is done with full banking responsibility, we are satisfied as to the source of the funds sent, funds are clean and clear, lien free and unencumbered funds of non-criminal origin. For same day transfer and immediate credit - we know the remitter and we are satisfied as to the source of the funds sent to us - this is done with full banking responsibility."

We as [Non-Government Organization (NGO) / Government Organization (GO)] also give our sanction to SELLER [Open Joint-Stock Company (OJSC) "...."] to make inquiry of our solvency concerning the given agreement (Soft Probe, code ...) thus we authorize Bank in the period of validity this ICPO to give the necessary information.

Bank Officer:
Phone:
Fax:
E-mail:

 Mr (sign and seal)

The given ICPO is a right legal basis for the SELLER transfer of the accepted names and sizes of the project of the prepared contract, and is also an integral part of the future.

BUYER

 Mr (FCO) (stamp and seal)

 Mr (President / CEO)

***** END ICPO *****

***** BEGINNING BCL *****

(ON BUYER'S BANK LETTERHEAD)
"BANK COMFORT LETTER"

OUR REF:

SENDER BANK NAME:

To: Canaf Petro-Chemicals Refinery Inc.
Attn:

RECEIVING BANK:

Bank Address:
 Company Address:
 Swift Code:
 Account Name:



Account No:
 Bank Officer Name:
ATTENTION OF:
RECEIVER BANK NAME:
 Address:
 Swift Code:
 Beneficiary:
 Beneficiary Acct #:
 Currency:
 Amount:
 Date of Issue:
 Date of maturity:
 Place Issue:
 REFERENCE:

We [**the full Bank Name & address**], hereby verify and confirm with full Banking responsibility that on this day of 2019, that our customer Messrs.'..... Inc., represented by, **Holder passport no.** has maintained satisfactorily Accounts in our books showing total present and average balances in dollars high eight and medium eight figures respectively.

We further confirm that the fund in the account is not collateralized. Our Client, (Account Holder Name) has full financial capability and has concluded discussions and arrangements from this facility, to issue Bank instruments via authenticated SWIFT methods MT103/202 Full Cash payment transfers for the total payment of contracted quantity of bbl. of **Low Pour Fuel Oil (LPFO)** Ref:

The Issuing or payment date via MT103/202 full Cash payment transfer: will transverse between the earliest Date: 36 hours or Latest Date: 48 hours upon a Q&Q.

We further confirm that the funds declared herein are cleared, clean with non -criminal origin and will remain in the account and can be confirmed on a responsible bank to bank verification only.

Our client by our affirmation, has therefore issued an **ICPO** reference number for the value of in the currency of irrevocably endorsed by us [..... bank] in the process to trigger and initiate the transaction.

This information is given in strict confidence and with responsibility, howsoever arising, on the part of the Bank or its officers.

For and on behalf of **Bank Ltd.**

Officer 1
Signature/Official Seal:
Name:
Position:
Phone no:
Email:
Pin no:

Officer 2
Signature/Official Seal:
Name:
Position:
Phone no:
Email:
Pin no:

***** **END BCL** *****

Changes of Rules of Irrevocable Corporate Purchase Order (ICPO) LPFO Formulation

CPCR reserves the right to make changes to the Policy defined in this [Rules of Irrevocable Corporate Purchase Order \(ICPO\) LPFO Formulation](#) from time to time. In case of in congruence between the different versions of these regulations, the English version shall overrule.

Client will be informed of any such changes. The respective changes shall be considered binding and agreed to unless the Client notifies **CPCR** of the contrary no later than 30 business days after the date on the announcement.

Concluding Provisions

All other aspects of the legal relations between **CPCR** and the Client shall be governed by the [General Terms and Conditions / Scope](#) and by the applicable Swiss law.

The [General Terms and Conditions / Scope](#) shall complement the [Rules of Irrevocable Corporate Purchase Order \(ICPO\) LPFO Formulation](#). However, in case of discrepancies or conflicts, the [Rules of Irrevocable Corporate Purchase Order \(ICPO\) LPFO Formulation](#) shall prevail and supersede the [General Terms and Conditions / Scope](#).

Legal Intellectual Property Notices



This confidential business information is provided to sophisticated and accredited individuals, FOR INFORMATIONAL PURPOSES ONLY, in response to a request for information, for their own interests and purposes, and not for distribution. The information is not intended for distribution to, or use by, any person or entity resident in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject the publisher to any registration requirement. Neither the information nor any opinion contained herein constitutes a solicitation or an offer to buy or sell securities or other regulated products or provide any investment advice or service. Any

enterprise contemplated hereunder is strictly one of private placement and, in no way relies upon, nor is related to, current Securities laws and regulations, and does not involve the sale of registered securities. While certain elements were received from the client that contributes to this [RULES OF IRREVOCABLE CORPORATE PURCHASE ORDER \(ICPO\) LPFO FORMULATION](#) this proprietary packaging and certain wording of this information created by **CPCR** and subject to copyright laws is the sole property of **CPCR** until satisfactorily compensated otherwise.

