



РН-ЮГАНСКНЕФТЕГАЗ

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ

ДОГОВОР/CONTRACT №:	RNY/ RU / 350003520-60 / RU / 10PPM
ПОКУПАТЕЛЬ/BUYER №:	
ПРОДАВЕЦ/SELLER №:	RNY/ 8397-19-1220 / RU / 10PPM

**ДОГОВОР НА РОССИЙСКАЯ ЭКСПОРТНАЯ
ДИЗЕЛЬНОЕ ГАЗОВОЕ МАСЛО
НИЗКОЙ СЕРЕБНЫЙ 10PPM (EN590)**

**CONTRACT FOR RUSSIAN DIESEL GAS OIL
ULTRA-LOW SULPHUR DIESEL 10PPM (EN590)**

Quantity: 1.200.000 Metric tons

This Agreement made on this [15_02_2020]

Between:-

HEREINAFTER REFERRED TO AS THE SELLER:-

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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COMPANY NAME:	OJSC «ROSNEFT-YUGANSKNEFTEGAZ»
REGISTRATION №:	1058602819538
TAX ID №:	8604035473
ADDRESS:	LENINA STREET 26, TYUMEN REGION NEFTEYUGANSK, 626430, RUSSIAN FEDERATION
TELEPHONE NUMBER:	+7 (3463) 315-201
FAX:	+7 (3463) 228-951
E – MAIL ADDRESS:	<i>info@rosnefte-yungjsc.ru, exports@rosnefte-yungjsc.ru</i>
REPRESENTED BY:	MR. IGOR ZHERZH
TITLE:	GENERAL DIRECTOR
DATE:	15.02.2020

AND

HEREINAFTER REFERRED TO AS THE BUYER:-

COMPANY NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E – MAIL ADDRESS:	
REPRESENTED BY:	
TITLE:	
DATE:	15.02.2020

DEFINITIONS:

METRIC TONS A MEASURE OF WEIGHT EQUIVALENT TO ONE THOUSAND GRAM MASS (1000.00G) OF THE VOLUME OF A LIQUID.

COMMODITY IS “[RUSSIAN DIESEL GAS OIL ULTRA-LOW SULPHUR DIESEL 10PPM EN590] ELSEWHERE IS THIS AGREEMENT ALSO REFERRED TO AS “PRODUCT”, THE SPECIFICATIONS FOR WHICH APPEAR IN ANNEX A ATTACHED AND BY THIS REFERENCE CONFIRMED AN INTEGRAL PART OF THIS AGREEMENT.

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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DAY	MEANS A CALENDAR DAY, UNLESS DIFFERENTLY SPECIFIED.
MONTH	MEANS A GREGORIAN CALENDAR MONTH.
CALENDAR QUARTER	PERIOD OF THREE (3) CONSECUTIVE MONTHS
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS, IS THE INSTITUTE, INTERNATIONALLY RECOGNIZED, THAT APPROVED ALL STANDARDS, TESTS AND PROCEDURES USED IN THE OIL INDUSTRY AND TO BE REFERRED IN THE AGREEMENT TO THE LATEST REVISED EDITION WITH AMENDMENTS IN FORCE TO DATE.
OUT-TURN	THE QUANTITY AND QUALITY OF THE PRODUCT ASCERTAINED, ACCORDING TO THE ASTM PROCEDURES, ON COMPLETION OF THE DISCHARGE OPERATIONS. THE SO DETERMINED OUT-TURN QUANTITY AND QUALITY IS THE BASE ON WHICH THE AMOUNT WILL BE COMPUTED FOR THE PAYMENT OF THE PRODUCT EFFECTIVELY DELIVERED TO THE BUYER.
BILL OF LADING	THE OFFICIAL DOCUMENT, ISSUED AT THE LOAD PORT AFTER COMPLETION OF THE LOADING OPERATIONS, STATING, AMONG OTHER THINGS, THE SHIP'S LOADED QUANTITY, EXPRESSED IN CUBIC METERS (M3) BARREL (BBL) AND IN METRIC TONS (MT) PER THE DEFINITIONS HEREIN. THIS DOCUMENT HAS TO BE SIGNED IN ORIGINAL BY THE SHIP'S MASTER AND MADE OUT IN ACCORDANCE WITHOUT THE INSTRUCTION HEREINAFTER SPECIFIED IN THE AGREEMENT.
DISCHARGE	THE SAFE PORT/BERTH DESIGNATED BY THE BUYER AS FINAL RECEIVING DESTINATION. DISCHARGE AS PER THIS CONTRACT SHALL CIF IPLS KOREA
CIF:	COST INSURANCE AND FREIGHT, CIF IPLS KOREA
BANKING DAY	ANY DAY ON WHICH THE BANK OPENS FOR BUSINESS IN JURISDICTION WHERE THESELLER AND BUYER ARE LOCATED.
DELIVERY DATE	THE DATE MUTUALLY ACCEPTED BY BOTH SELLER AND BUYER AS THE DATE ON WHICH THE NOMINATED INTERNATIONAL SURVEYOR COMPANY HAS ASCERTAINED THE QUANTITY AND QUALITY OF THE PRODUCT PUMPED INTO

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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THE BUYERS DESIGNATED DISCHARGE TERMINAL FACILITIES. UNDER INCOTERM TM 2010

EXECUTION DATE THE DATE ON WHICH THE SELLER AND THE BUYER RECEIVE THEIR RESPECTIVE SIGNED AND SEALED NOTARIZED COPIES OF THIS AGREEMENT IN PDF VIA EMAIL, OR AS MAY BE INDICATED OTHERWISE IN THE AGREEMENT.

PPOP: PARTIAL PROOF OF PRODUCTS, WHICH IS THE FIRST SECTS OR PACK OF DOCUMENTS TO BE PROVIDED BY THE SELLER TO THE BUYER

POP: PROOF OF PRODUCTS WHICH IS THE FINAL DOCUMENTATION TO BE PROVIDED BY THE SELLER TO THE BUYER , SHIPPING DOCUMENTS SHOWING THAT THE PRODUCT HAS BEEN LOADED INTO VESSELS ONBOARD TO BUYER DISCHARGE PORT.

PAYMENT METHOD: PAYMENT SHALL BE TELEX TRANSFER WIRE PAYMENT (TT), MT103

WHEREAS: THE SELLER AND BUYER, EACH WITH FULL CORPORATE AUTHORITY, CERTIFIES, REPRESENTS AND WARRANTS THAT EACH CAN FULFILL THE REQUIREMENTS OF THIS AGREEMENT AND RESPECTIVELY PROVIDE THE PRODUCTS AND THE FUNDS REFERRED TO HEREIN, IN TIME AND UNDER THE TERMS AGREED TO HEREAFTER; AND

WHEREAS: THE SELLER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO DELIVER ONE HUNDRED THOUSAND METRIC TONS PER TWELVE MONTHS (100.000 MT X 12 MONTHS) OF RUSSIAN DIESEL GAS OIL ULTRA-LOW SULPHUR DIESEL 10PPM EN590, IPLS KOREA AND

WHEREAS: THE BUYER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO BUY ONE HUNDRED THOUSAND METRIC TONS PER TWELVE MONTHS (100.000 MT X 12 MONTHS) OF RUSSIAN DIESEL GAS OIL ULTRA-LOW SULPHUR DIESEL 10PPM EN590, IPLS KOREA AND

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ

WHEREAS: THE SELLER AND THE BUYER BOTH AGREE TO FINALIZE THIS CONTRACT UNDER THE TERMS AND CONDITIONS, IT IS THEREFORE AGREED AS FOLLOWS:

1. PRODUCT / PRODUCT SPECIFICATIONS:

IT IS THE SOLE RESPONSIBILITY OF THE SELLER AND/OR THE SELLER REPRESENTATIVE TO PROVIDE CORRECT SPECIFICATIONS OF RUSSIAN DIESEL GAS OIL ULTRA-LOW SULPHUR DIESEL 10PPM EN590 TO THE BUYER. FURTHER, IT IS THE SOLE RESPONSIBILITY OF THE BUYER TO INSURE THAT THE SPECIFICATIONS PROVIDED BY THE SELLER ARE IN FULL ACCORD WITH THOSE ESTABLISHED BY THE GOVERNING BODY HAVING JURISDICTION AT THE POINT OF USE. IF THE DELIVERED PRODUCT MEETS THE SPECIFICATIONS PROVIDED BY THE SELLER BUT DOES NOT MEET THE SPECIFICATIONS ESTABLISHED BY THE GOVERNING BODY, THEN THE SELLER SHALL BE RESPONSIBLE FOR THE FULL CONTRACT VALUE OF THE ORDER PLUS ANY PENALTIES, FEES, FINES, LEGAL EXPENSES, SHIPPING AND/ HANDLING COSTS, ETC. INCURRED BY THE SELLER IN DELIVERING THE PRODUCT TO THE BUYER.

2. ORIGIN:

RUSSIAN FEDERATION

3. DESTINATION / PRODUCT DISCHARGE:

DESTINATION SHALL BE COST INSURANCE AND FRIEHT, IPLS KOREA AND THE BASIS OF DELIVERY FOR ALL SHIPMENTS SHALL BE MINIMUM (100.000 MT X 12 MONTHS). THE CONTRACTUAL QUANTITY OF ONE MILLION TWO HUNDRED THOUSAND METRIC TONS (1.200.000 MT) SHOULD BE DELIVERED BY EACH SINGLE SHIPMENT OF 100.000 METRIC TONS PER MONTH FROM THE DATE OF RECEIPT OF BUYER'S MT103 TT PAYMENT CONFIRMABLE TO SELLERS BANK. DELIVERY SHIPMENTS SHALL COMMENCE IMMEDIATELY UPON RECEIPT OF APPROVED PAYMENT BY SELLER'S DESIGNATE.

4. PRODUCT DELIVERY:

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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THE DATE (S) OF BILL OF LADING SHALL BE CONSIDERED THE DATE (S) OF DELIVERY. THE TRIAL/FIRST DELIVERY SHALL BEGIN IMMEDIATELY ON CONFIRMATION OF BUYER'S FINANCIAL INSTRUMENT ACCEPTABLE TO THE SELLER. THE SELLER SHALL HAVE THE RIGHT TO DELIVER EARLIER THAN AGREED IN THIS CONTRACT GIVING NOTICE TO ALL DESIGNATED PARTIES AS REQUIRED HEREIN, WITH THE APPROVAL OF THE BUYER.

5. CONTRACTED QUANTITY:

THE TOTAL QUANTITY OF THE CONTRACT IS ONE MILLION TWO HUNDRED THOUSAND METRIC TONS (1.200.000 MT), IN MONTHLY SHIPMENTS OF ONE HUNDRED THOUSAND METRIC TONS X TWELVE MONTHS COST INSURANCE AND FREIGHT (CIF) IPLS KOREA

6. PRODUCT QUANTITY AND QUALITY:

THE SELLER GUARANTEES THAT EACH SHIPMENT OF RUSSIAN DIESEL GAS OIL ULTRA-LOW SULPHUR DIESEL 10PPM EN590 SHALL BE PROVIDED WITH AN INSPECTION CERTIFICATE OF QUALITY AND QUANTITY AT TIME OF LOADING AND SUCH CERTIFICATE SHALL BE PROVIDED AS FOLLOWS: PRE -INSPECTION OF THE PRODUCT SHALL BE CARRIED OUT BY SOCIETE GENERALE DE SURVEILLANCE (SGS) AT PORT OF LOADING AT BUYERS EXPENSE. SGS SHALL ISSUE AN INSPECTION CERTIFICATE OF QUALITY AND QUANTITY TO CERTIFY THAT THE PRODUCTS ARE IN GOOD ORDER AND CONDITION AND CONFORM TO THE SPECIFICATIONS HEREIN STATED. THE BUYER OR HIS REPRESENTATIVE MAY INSPECT THE GOODS AND WITNESS THE CARGO AT THE LOADING PORT AT HIS OWN COST AND SHOULD NOT HAVE ANY AUTHORIZATION IN NEGOTIATION OF THE SAID DOCUMENTS. THE SELLER SHALL INSTRUCT THE SAID AUTHORITY TO CARRY OUT THE INSPECTION IN STRICT ACCORDANCE WITH THE INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.) RULES THE BUYER AT HIS OWN EXPENSE SHALL PROVIDE ADDITIONAL INSPECTION AT PORT OF LOADING TO CONFIRM LOADING SINGLE BULK VESSEL. IF DISCREPANCIES SHOULD AT ANY TIME AND IN PARTICULAR CASE RESULT IN RELATION TO THE INSPECTION CERTIFICATE(S) ISSUED AT THE PORT OF LOADING AND DESTINATION, IT IS HEREBY AGREED THAT ARBITRATION SHALL BE EMPLOYED

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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TO DETERMINE THE APPROPRIATE JUDGEMENT. BOTH PARTIES AGREE TO BE BOUND BY THE ARBITRATOR S DECISION FOR OR AGAINST EITHER BUYER OR SELLER.

7. **SHIPMENT QUANTITY:**

EACH MONTHLY SHIPMENT OF ONE HUNDRED THOUSAND METRIC TONS FOR TWELVE MONTHS OF RUSSIAN DIESEL GAS OIL ULTRA-LOW SULPHUR DIESEL 10PPM EN590 SHALL BE SHIP FROM SELLER'S (LOADING PORT – VLADIVOSTOK SEA PORT) TO CIF IPLS KOREA, WHERE BUYER CONFIRMS QUALITY AND QUANTITY AND LIFTS ON A MONTHLY BASIC.

8. **PACKING:**

IN BULK

9. **PRICE PER METRIC TON:**

GROSS US\$390.00USD PER METRIC TONS, NET US\$ 370 PER METRIC TONS COST INSURANCE AND FREIGHT IPLS KOREA

COMMISSION: SELLER CONFIRMS THAT TOTAL OF US\$ 20 WILL BE PAID AS COMMISSION BY SELLER, TO BE SHARED 50/50 BY SELLER & BUYER SIDES EQUALLY. I.E. US\$10.00 TO SELLER SIDE & US\$ 10 TO THE BUYER SIDE. NCNDA / IMFPA WILL BE SEND TO COVER THIS.

10. **CONTRACT AMOUNT (1.200.000 MT): -**

IN USD \$468,000,000USD (FOUR HUNDRED AND SIXTY-EIGHT MILLION UNITED STATES DOLLARS), COST INSURANCE AND FREIGHT, IPLS KOREA

TRIAL / FIRST MONTHLY AMOUNT (100.000 MT):-

IN USD \$39,000,000.00USD (THIRTY-NINE MILLION UNITED STATES DOLLARS), COST INSURANCE AND FREIGHT, IPLS KOREA

SELLER INITIALS: **MR. IGOR ZHERZH**

BUYER INITIALS:





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11. PAYMENT TERMS:

1. CONFIRMABLE IRREVOCABLE TRANSFERABLE DOCUMENTARY LETTER OF CREDIT VIA MT700 AS PROOF OF FUNDS TO BE ISSUE WITHIN 7 WORKING DAYS AS CONTRACTED OTHER WISE BUYER IS TO MAKE A DEPOSIT PAYMENT OF \$455,500USD OF THE FIRST SHIPMENT TO SELLER AS AN ALTERNATIVE GUARANTEE PAYMENT TO TAKE CARE OF THE FREIGHT FOR SHIPPING WHICH WILL BE DEDUCTED FROM THE TOTAL VALUE OF THE PRODUCT IN THE COMMERCIAL INVOICE.

THIS PAYMENT STANDS IN PLACE OF FINANCIAL INSTRUMENT AND THE AMOUNT SHALL BE DEDUCTED FROM INVOICE VALUE WHEN FINAL PAYMENT IS MADE AFTER DISCHARGE OF PRODUCT IN DESTINATION PORT.

12. PROOF OF PRODUCT (SHIPPING DOCUMENTS)

ONE SET OF THE FOLLOWING DOCUMENTS CONSISTING OF THREE ORIGINALS AND NON-NEGOTIABLE COPIES WILL BE ISSUED FOR EVERY SHIPMENT:

- i. CLEAN ON BOARD BILL OF LADING MARKED "FREIGHT PREPAID" AND BLANK ENDORSED.
- ii. Q88 FULL VESSEL DETAILS
- iii. SGS QUALITY AND QUANTITY ANALYSIS REPORT
- iv. CERTIFICATE OF TITLE TRANSFER IN BUYER'S NAME [NOTARIUS ENDORSED]
- v. SHIPPING SCHEDULE
- vi. TANK RECEIPT
- vii. PRODUCT PASSPORT CERTIFICATE
- viii. NON-WOODEN PACKING
- ix. PRODUCT CONFIRMING WARRANT
- x. PRODUCT TITLE CERTIFICATE IN BUYERS NAME.

13. PRODUCT INSURANCE:

IN ACCORDANCE WITH ICC RULES AND TERMS AND CONDITIONS OF THIS CONTRACT, INSURANCE IS FOR THE SELLER'S ACCOUNT AND SELLERS SOLE RESPONSIBILITY TO DISCHARGE PORT, CIF IPLS KOREA. THE SELLER SHALL PROVIDE INSURANCE AT HIS SOLE EXPENSE AND RESPONSIBILITY OF 110 % FOR EACH SHIPMENT.

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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14. DEMURRAGE:

AT THE LOADING PORT IT IS ON SELLERS ACCOUNT AND AT THE DISCHARGING PORT IT IS ON BUYER'S ACCOUNT.

15. FORCE MAJEURE:

NEITHER PARTY TO THIS CONTRACT SHALL BE HELD RESPONSIBLE FOR BREACH OF CONTRACT CAUSED BY AN ACT OF GOD, INSURRECTION, CIVIL WAR, WAR, MILITARY OPERATION OR LOCAL EMERGENCY. THE PARTIES DO HEREBY ACCEPT THE INTERNATIONAL PROVISION OF FORCE MAJEURE AS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE, GENEVA, SWITZERLAND, AND AS DEFINED BY I.C.C. RULES UNIFORM CUSTOMS AND PRACTICE.

16. DISPUTES AND ARBITRATION:

THE PARTIES HEREBY AGREE TO SETTLE ALL DISPUTES AMICABLY. IF SETTLEMENT IS NOT REACHED, THE DISPUTE IN QUESTION SHALL BE SUBMITTED AND SETTLED BY ARBITRATION AT THE I.C.C. CHAMBERS IN PARIS, FRANCE, BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH SAID RULES.

17. DOCUMENTARY LETTER OF CREDIT ISSUANCE TIME AND PENALTY:

AS PART OF OUR PROOF OF FUNDS (POF) POLICY AND AS COMMITTED IN THIS SALES AND PURCHASE AGREEMENT, BUYER IS TO ISSUE THE DOCUMENTARY LETTER OF CREDIT SWIFT MT700 WITHIN 7 WORKING DAYS WHICH IS THE APPROVED TIME FOR THE ISSUANCE OF THE POF-DLC MT700. IF AFTER 7 DAYS AND BUYER IS UNABLE TO ISSUE THE NECESSARY DOCUMENTARY LETTER OF CREDIT MT700 TO SELLER, BUYER WILL PAY PENALTY DEFAULT CHARGES OF \$55,750USD FOR FAILURE TO ISSUE WITHIN THE 5 WORKING DAYS TIME AND THE PENALTY CHARGES GIVES BUYERS ADDITIONAL 10 WORKING DAYS TO ISSUE THE NECESSARY DOCUMENTARY LETTER OF CREDIT MT700.

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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18. AUTHORITY TO EXECUTE THIS CONTRACT:

THE PARTIES TO THIS CONTRACT DECLARE THAT THEY HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND ACCORDINGLY TO BE FULLY BOUND BY THE TERMS AND CONDITIONS.

19. EXECUTION OF THIS CONTRACT:

THIS CONTRACT MAY BE EXECUTED IN ONE PARTS VIA EMAIL TRANSMISSION IN PDF, EACH OF WHICH SHALL BE DEEMED AS ORIGINALS AND LEGALLY BINDING.

20. GOVERNING LAW:

THIS CONTRACT SHALL BE GOVERNED, AND INTERPRETED IN ACCORDANCE WITH THE UNITED NATION CONVENTION FOR THE SALE OF GOODS (U.N. CONVENTION). IN EVENT OF INCONSISTENCY BETWEEN THIS CONTRACT AND THE PROVISIONS OF THE U.N. CONVENTION, THIS CONTRACT SHALL HAVE PRIORITY FOR THE PURPOSE OF ARTICLE 39, OF THE U.N. CONVENTION; A REASONABLE PERIOD OF TIME SHALL BE DEEMED TO BE FIVE [5] DAYS. THIS CONTRACT SHALL FURTHER BE CONSTRUED IN ACCORDANCE WITH THE COURTS OF THE EUROPEAN UNION, WHICH SHALL APPLY TO ICC RULES AND REGULATIONS.

21. LANGUAGE USED:

ENGLISH LANGUAGE TO BE USED.

22. ASSIGNMENT:

THIS AGREEMENT IS ASSIGNABLE AND TRANSFERABLE BY EITHER PARTY, WITH PRIOR PERMISSION OF THE OTHER PARTY.

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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23. **NON-CIRCUMVENTION AND NON-DISCLOSURE:**

THE PARTIES ACCEPT AND AGREE TO THE PROVISIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE, GENEVA, SWITZERLAND FOR NON-CIRCUMVENTION AND NON-DISCLOSURE WITH REGARDS TO ALL AND EVERYONE OF THE PARTIES INVOLVED IN THIS TRANSACTION AND CONTRACT, ADDITIONS, RENEWALS, AND THIRD PARTY ASSIGNMENTS, WITH FULL RECIPROCATION FOR A PERIOD OF (5) FIVE YEARS FROM THE DATE OF EXECUTION OF THIS CONTRACT.

24. **THE BANKING PROCEDURES ARE AS FOLLOWS:**

1. SELLER ISSUE SOFT OFFER TO BUYER AND BUYER REVIEW AND AGREES WITH SELLER AND BUYER ISSUE ICPO OR LOI TO SELLER.
2. SELLER ISSUES DRAFT CONTRACT TO BUYER, BUYER REVIEW, AND MAKE ANY NECESSARY AMENDMENTS AND SIGN AND SEND BACK TO SELLER IN WORD FORMAT AND AT THE SAME TIME SEND OUT NCNDA FOR ALL PARTIES TO FILL FOR COMMISSION PAYMENT.
3. SELLER NOTARIZES THE CONTRACT AT SELLER'S EXPENSES AND SENDS THE NOTARIZED COPY TO BUYER IN PDF FORMAT AS THE FINAL CONTRACT WITH THE FOLLOWING DOCUMENTS:
 - A. *PRODUCT CERTIFICATE OF ORIGIN.*
 - B. *PRODUCT PASSPORT – QUALITY CERTIFICATE*
 - C. *COMMERCIAL INVOICE*
 - D. *SELLER COMMITMENT LETTER TO SUPPLY THE PRODUCT*
 - E. *THE CHARTERED PARTY AGREEMENT [CPA]*
 - F. *EXPORT APPROVED LICENSE*
 - G. *PRODUCT DELIVERY SHIPPING SCHEDULE*
4. ON RECEIPT OF THE NOTARIZED CONTRACT IN PDF WITH THE OTHER PPOF DOCUMENTS, BUYER ISSUES DLC MT700 WITHIN 7 WORKING DAYS OR BUYER PAYS \$455,500USD OF THE FIRST SHIPMENT TO SELLER AS AN ALTERNATIVE GUARANTEE

SELLER INITIALS: **MR. IGOR ZHERZH**

BUYER INITIALS:





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PAYMENT TO TAKE CARE OF THE FREIGHT FOR SHIPPING WHICH WILL BE DEDUCTED FROM THE TOTAL VALUE OF THE PRODUCT IN THE COMMERCIAL INVOICE.

5. SELLER ISSUES TO BUYER 3% PERFORMANCE BOND [PB] AND SEND FULL POP DOCUMENTS [SHIPPING DOCUMENTS] TO BUYER
6. SELLER SHIPS TO BUYER'S PORT AND PRESENT SHIPPING DOCUMENTS TO BUYER.
7. BUYER PAYS FOR THE FIRST MONTHLY SHIPMENT WITHIN 7 DAYS AFTER SGS / CIQ VIA MT103 / TT – BALANCE PAYMENT, IMMEDIATELY TO SELLER DESIGNATED ACCOUNT.
8. ON SELLER CONFIRMATION OF PAYMENT, SELLER RELEASE COMMISSION PAYMENTS TO ALL PARTIES AS PER FILLED, SIGNED & SEALED NCNDA/IMFPA

- ADDENDUM A:** PRODUCT SPECIFICATIONS:
- ADDENDUM B:** TRANSACTION IDENTITIES:
- ADDENDUM C:** SCHEDULE OF DELIVERIES
- ADDENDUM D:** BANKING INFORMATION
- ADDENDUM E:** SHIPPING CONTRACT CONFIRMATION:
- ADDENDUM F:** DESTINATION PORT (S) CONFIRMATION
- ADDENDUM G:** DOCUMENTARY LETTER OF CREDIT VERBIAGE [MT700]
- ADDENDUM H:** SIGNATORY / ENDORESEMENT [SELLER AND BUYER]

SELLER INITIALS: **MR. IGOR ZHERZH**

BUYER INITIALS:





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ADDEDUM A:

PRODUCT SPECIFICATIONS:

TEST	METHOD ASTM	SPEC	UNIT	RESULTS
Density	ASTM D4052-96	REPORT	Kg/L	0.8443
	ASTM D1298-99	REPORT	Kg/L	-
Color	ASTM D1300-98	25Max	-	1.10
Distillation @ 90% Recovered	ASTM D86-00a	370Max	oC	369.7
Kenematic Viscosity @40oC	ASTM D445-97	1.5-5.8	cst	4.0(typical)
Sulphur	ASTM D2622-98	0.002-0.004Max	wt%	0.02
	ASTM D4294-03	0.3Max	Wt%	0.3
Carbon Residue (10% Residue)	ASTM D4530-00	0.1Max	Wt	<0.1(typical)
Flash Point	ASTM D93-00	6Min	oC	91.0
Total Acide Number	ASTM D974-97	0.25Max	MgKOH/g	0.1(typical)
Strong Acid Number	ASTM D974-97	Nil	MgKOH/g	Nil(typical)
Water By Distillation	ASTM D95-99	.05Max	%Vol	<0.05(typical)
Ash	ASTM D482-00a	0.01Max	%Wt	0.002(typical)
Cetane Index	ASTM D976-00	47Min	-	55
Pour Point	ASTM D97-96a	+15Max	oC	+9
Sediment by Extraction	ASTM D473-95	0.01Max	Wt%	<0.01(typical)
Copper Corrosion	ASTM D130-94	1Max	-	1A

ADDENDUM B:

TRANSACTION IDENTITIES:

ДОГОВОР/CONTRACT №: RNY/ RU / 350003520-60 / RU / 10PPM

ПОКУПАТЕЛЬ/BUYER №:

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SELLER INITIALS: MR. IGOR ZHERZH

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ADDENDUM C: SCHEDULE OF DELIVERIES:

THIS DELIVERY – SHIPPING / LIFTING SCHEDULE IS TO BECOME AN INTEGRAL PART OF THIS CONTRACT BEFORE IT IS EFFECTIVE. PROVIDED HOWEVER, THE PARTIES MAY SIGN THE CONTRACT AND ESTABLISH SHIPPING SCHEDULE AS AN INTEGRAL PART OF THIS CONTRACT BY MUTUAL WRITTEN AGREEMENT. BUYER WILL HAVE THE OPTION TO CHANGE THE DESIGNATED DISCHARGE PORT, PROVIDED THAT WRITTEN NOTICE IS GIVEN TO THE SELLER AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE SHIP'S ETA AT THE FORMER NOMINATED AND SCHEDULED DISCHARGE CIF IPLS KOREA

SHIPMENT NUMBER	FREQUENCY DAYS/MONTH	QUANTITY IN MT/SHIPMENT	CIF/DISCHARGING PORT	AGGREGATE QTY. METRIC TONS (MT)
PSC001	FEBRUARY'20	100.000 MT	IPLS KOREA	100.000
PSC002	MARCH'20	100.000 MT	IPLS KOREA	200.000
PSC003	APRIL'20	100.000 MT	IPLS KOREA	300.000
PSC004	MAY'20	100.000 MT	IPLS KOREA	400.000
PSC005	JUNE'20	100.000 MT	IPLS KOREA	500.000
PSC006	JULY'20	100.000 MT	IPLS KOREA	600.000
PSC007	AUGUST'20	100.000 MT	IPLS KOREA	700.000
PSC008	SEPTEMBER'20	100.000 MT	IPLS KOREA	800.000
PSC009	OCTOBER'20	100.000 MT	IPLS KOREA	900.000
PSC0010	NOVEMBER'20	100.000 MT	IPLS KOREA	1.000.000
PSC0011	DECEMBER'20	100.000 MT	IPLS KOREA	1.100.000

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





РН-ЮГАНСКНЕФТЕГАЗ

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ

PSC0012	JANUARY'21	100.000 MT	IPLS KOREA	1.200.000
				1.200.000
				1.200.000 METRIC TONS

TOTAL QUANTITY: 1.200.000 METRIC TONS (ONE MILLION TWO HUNDRED THOUSAND METRIC TONS).

DELIVERY FROM DATE: BUYER INDICATES 2020

**ADDENDUM D:
BANKING INFORMATIONS FOR BOTH BUYER AND SELLER:**

SELLERS FULL BANKING DETAILS WILL BE GIVEN WITH FINAL SALES AND PURCHASE CONTRACT. NO CONTACT WITH THE SELLERS BANK/S MAY BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SELLER (BANK TO BANK) IF CONTACT IS MADE WITHOUT THIS PERMISSION THE CONTRACT IS CONSIDERED NULL AND VOID. THIS IS ALSO APPLIED TO THE SELLER AS SELLER HAS NO RIGHT TO CONTACT BUYER'S BANK UNTIL SUCH PERMISSION IS GRANTED FROM THE BUYER.

SELLER RESERVES THE RIGHT TO USE ONE OF ITS ALTERNATE CORPORATE/PARTNERSHIP BANK ACCOUNTS. IN THE EVENT AN ALTERNATE OR PARTNERS ACCOUNT IS TO BE USED, SELLER WILL NOTIFY BUYER OF NEW BANK COORDINATES WITHIN 48 HOURS OF RECEIPT OF SIGNED AND SEALED CONTRACT. SELLER REQUIRES THAT BUYER NOTIFY SELLER PRIOR TO FORWARDING ANY FINANCIAL INSTRUMENT OR CORRESPONDENCE TO SELLERS BANK.

SELLER BANK DETAILS RECEIVING DLC MT700:

BANK NAME: HSBC, LONDON
ADDRESS: 21 KINGS MALL, KING STREET, HAMMERSMITH, LONDON W6 0CF
ACCOUNT NO: 52177072
SORT CODE: 40-03-21
ACCOUNT NAME: CAPSILVA LIMITED
ACCOUNT BENEFICIARY: OJSC «ROSNEFT-YUGANSKNEFTEGAZ»

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ

SWIFT CODE:

MIDLGB22

BUYER'S BANK DETAILS:

BANK NAME:

BANK ADDRESS:

ACCOUNT NAME:

ACCOUNTNUMBER (USD):

SWIFT CODE:

ADDENDUM E:

SHIPPING CONTRACT CONFIRMATION:

THIS IS TO CERTIFY THAT WE OJSC «ROSNEFT-YUGANSKNEFTEGAZ», DO HAVE IN PLACE A CONTRACT OF A FREIGHT AGREEMENT FOR THE CARRIAGE AND SAFE DELIVERY OF ONE HUNDRED THOUSAND METRIC TONS PER MONTHS FOR TWELVE MONTHS [100.000 MT X 12 MONTHS] WHICH IN TOTAL QUANTITY IS ONE MILLION TWO HUNDRED THOUSAND METRIC TONS[1.200.000 MT] WITH LLC «OSTIKA SHIPPING COMPANY», RUSSIAN FEDERATION TO ASSIST OJSC «ROSNEFT-YUGANSKNEFTEGAZ», TO DELIVER IN A TIMELY AND EFFICIENT MANNER OF 1.200.000 METRIC TONS OF RUSSIAN DIESEL GAS OIL ULTRA-LOW SULPHUR DIESEL 10PPM EN590 SPECIFIED IN THE SALES AND PURCHASE CONTRACT №.: ДОГОВОР/CONTRACT №: RNY/ RU / 750003520-60 / RU / 10PPM BETWEEN OJSC «ROSNEFT-YUGANSKNEFTEGAZ» AND “”.

SELLER INITIALS: MR. IGOR ZHERZH

BUYER INITIALS:





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ADDENDUM F:

DESTINATION PORT (S) CONFIRMATION

THIS IS TO CERTIFY AND CONFIRM THAT PORT OF LOADING IS VLADIVOSTOK SEA PORT, RUSSIAN FEDERATION AND FINAL PORT OF DISCHARGE IPLS KOREA, WHERE BUYER CONFIRMS PRODUCT QUALITY AND QUANTITY AND LIFT IMMEDIATELY PER MONTH. CHANGE OF PORT DELIVERY WILL BE ACCEPTED IF INFORM TO SELLER THREE [3] WORKING DAYS AFTER THE ISSUANCE OF PPOP DOCUMENTS TO BUYER.

ADDENDUM G:

DOCUMENTARY LETTER OF CREDIT VERBIAGE [MT700]

IRREVOCABLE TRANSFERABLE DRAFT LETTER OF CREDIT FORMAT (SWIFT MT700 FORMAT)

FROM:

TO:

40A/ FORM OF TRANSFERABLE DOCUMENTARY CREDIT

20/ DOCUMENTARY CREDIT NUMBER

31C/ DATE OF ISSUE

31D/ DATE & PLACE OF EXPIRY

50/ APPLICANT

59/ BENEFICIARY

32B/ CURRENCY CODE AMOUNT CURRENCY:

39A/ PERCENTAGE CRDT AMT TOLERANCE

41D/ AVAILABLE WITH:

42P/ PAYMENT DETAILS –

43P/ PARTIAL SHIPMENTS

43T/ TRANSHIPMENT

44B/ FOR TRANSPORTATION

44C/ LATEST DATE OF FIRST SHIPMENT

45A/ DESC OF GOODS

SELLER INITIALS: **MR. IGOR ZHERZH**

IRREVOCABLE

0000XX0XX0

YYMMDD

YYMMDD RUSSIA (180 DAYS AFTER DATE OF ISSUE)

(US DOLLARS) AMOUNT: XXXXXXXX (US DOLLARS)

5/5

XXXXXXXX, BANK, XXXXXXXX COUNTRY SWIFT: BY PAYMENT

PAYMENT AT SIGHT AGAINST DOCUMENTS

ALLOWED

ALLOWED

FROM VLADIVOSTOK RUSSIA TO QINGDAO

YYMMDD

XXXUNIT PRICE: /MT CIF PORT XXX (INCOTERMS 2000)

BUYER INITIALS:





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46A/ DOCUMENTS REQUIRED

- + **COMMERCIAL INVOICE - ONE ORIGINAL AND THREE COPIES**
- + **ONE SET(S) OF ORIGINAL 'CLEAN ON BOARD' BILLS OF LADING PLUS 3 NON-NEGOTIABLE COPIES EACH ISSUED OR ENDORSED TO THE ORDER OF ', MARKED : 'FREIGHT PAYABLE AS PER CHARTER PARTY'.**
- + **CERTIFICATE OF QUALITY AND QUANTITY ANALYSIS ISSUED BY SGS IN LOADING PORT – ONE ORIGINAL AND THREE COPIES.**
- + **CERTIFICATE OF ORIGIN ISSUED BY CHAMBER OF COMMERCE OF THE RUSSIAN FEDERATION - ONE ORIGINAL AND THREE COPIES**
- + **INSURANCE POLICY IN ONE ORIGINAL AND THREE COPIES TO COVER 110% OF VALUE OF THE GOODS DELIVERED**

47A/ ADDITIONAL CONDITIONS

- + **ALL DOCUMENTS TO BE MADE IN ENGLISH LANGUAGE.**
- + **THIRD PARTY DOCUMENTS EXPECT INVOICE ACCEPTABLE**
- + **ALL DOCUMENTS SHOULD BE SEND IN ONE COVER BY COURIER SERVICE TO (ISSUING) BANK ADDRESS:**

71B/ CHARGES

ALL BANK CHARGES ARE FOR ACCOUNT OF APPLICANT, ALL BANK CHARGES INSIDE PORTUGAL ARE FOR ACCOUNT OF BENEFICIARY

48/ PERIOD FOR PRESENTATION

NOT EARLY 30 DAYS AFTER THE DATE(S) OF LOADING(S) BUT WITHIN THE VALIDITY OF THE CREDIT

49/ CONFIRMATION INSTRUCTIONS

WITHOUT

78/ INSTRUC TO PAY/ACPT/NEGOT BNK

- + **PAYMENT BY 100 PCT OF EACH INVOICE PAYABLE AGAINST PRESENTATION OF SHIPPING DOCUMENTS COMPLYING WITH L/C TERMS & CONDITIONS & A COPY OF NOTICE OF READINESS ISSUED BY SHIPMASTER**
- + **DOCUMENTS ISSUED PRIOR TO THE LC ISSUANCE DATE ARE ACCEPTABLE**
- + **UNLESS OTHERWISE STATED, THIS CREDIT IS SUBJECT TO THE UCP/DC 2010, I.C.C PUBLICATION NO.600 57A/ ADVICE THROUGH BANK – XXXXXXXXXX, XXXXXXXX COUNTRY, SWIFT**

SELLER INITIALS:

MR. IGOR ZHERZH

BUYER INITIALS:





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ADDENDUM H:

SIGNATORY / ENDORESEMENT [SELLER AND BUYER]

IN WITNESS THEREOF, THE BUYER AND SELLER HAVE SIGNED BELOW TO ACCEPT AND APPROVED ALL TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

BUYER'S SIGNATURE & SEAL:

GENERAL DIRECTOR - ""

SELLER'S SIGNATURE & SEAL:

MR. IGOR ZHERZH

GENERAL DIRECTOR- **OJSC «ROSNEFT-YUGANSKNEFTEGAZ»**
TYUMEN REGION NEFTEYUGANSK, 626430, RUSSIAN FEDERATION



SELLER INITIALS: MR. IGOR ZHERZH



BUYER INITIALS: