



## Hydrocarbons # 95

**SCO - All products from REFINERY**

Start with a **video**  **meeting** > before ICPO

**EN590 10 PPM ONLY US\$ 460 > US\$ 450 /MT**

### TERMS AND CONDITIONS

**FUEL ORIGIN:** KAZAKHSTAN

**DELIVERY PORTS:** ASWP / ROTTERDAM / HOUSTON **INCOTERMS:** CIF / FOB / TTO

**LOADING PORTS:** AKTAU / BAUTINO

**CIF PAYMENT TERMS:** MT 103 / SBLC / DLC MT 700 /

**INSPECTION:** SGS OR EQUIVALENT

**COMMISSIONS:** 50/50% PAID TO SELLER AND BUYER SIDE, SELLER SIDE IS CLOSED.

**INSURANCE:** BY SELLER COVERING 110% OF THE SHIPMENT VALUE.

**MAX. TRIAL LIFTS:** 2,000,000 BARRELS; 200,000 METRIC TONS; 2,000,000,000 GAL.

**FUEL AVAILABILITY:** FUELS ON THIS SCO ARE ALWAYS AVAILABLE.

**YOUR CI IS YOUR GUARANTEE OF AN ALLOCATION.**

**PRICES:** SUBJECT TO CHANGE WITHOUT NOTICE.

**PROCEDURES: SELLER PROCEDURES ONLY, NON-NEGOTIABLE.**

**VIDEO MEETING > BEFORE ICPO.** 

Before submitting an ICPO, all parties from buyer to seller must sign an NCNDA, and a videoconference call will be coordinated with the Buyer and/or an officially Authorized Buyer Representative/Mandate for a question-and-answer session. Prior to the meeting, the Buyer and/or Buyer Representative/Mandate must provide a complete CIS from the buyer's company, along with the full names, titles, and companies represented by each participant at the video meeting.

**NOTE ON THE USE OF FIDUCIARY RECEIVERS**

Sanctions policies, along with their effects on International Banking practices, have dramatically affected the availability of funds for foreign wire transfers. **To facilitate timely transactions, our sellers will use regionally based fiduciary receivers rather than have funds sent directly to the refineries.** A Fiduciary CIS and Relationship Letter will be provided upon request when engaged in a valid transaction.

**A. FOB PROCEDURE: TANK TO TANK, TTIA**

1. Buyer issues an official ICPO with the Seller's procedure, passport copy, banking details, along with their Tank Storage Agreement (TSA).
2. Upon successful validation of the Buyer's ICPO, logistics company, and storage agreement with the local port authority. Seller issues a Commercial Invoice (CI) to the Buyer. Buyer signs, seals, and returns the CI to the Seller.
3. Upon receipt of the Signed CI, Seller will issue a Tank-to-Tank Injection Agreement (TTTIA) to be fully completed, signed, and sealed by the Buyer and its Storage Facility. Upon receipt of the fully endorsed TTTIA, Seller issues the

POP below to the Buyer, along with the NCNDA/IMFPA, to be signed by all intermediaries involved in the transaction and the commission structure.

- Injection Report.
- Product Passport.
- 24 Hours SGS Report.
- Product Certificate of Origin.
- Tank Storage Receipt (TSR).
- Authorization to sell and collect.
- Commitment/Guarantee to Supply.
- Unconditional Dip-Test Authorization.
- Product Title Holder Transfer Agreement.

4. At Buyer's option, Buyer may perform a Dip Test in Seller's tank at Buyer's expense.
5. Upon successful verification of POP or Dip Test in the Seller's tank, Buyer provides a Tank Storage Receipt (TSR) with sufficient storage to accommodate the Seller's injection programming. Seller then injects the product into Buyer's tanks.
6. Buyer makes the payment for the product via MT103, Seller transfers the Title Holder & Ownership of the product to the Buyer.
7. After a successful Trial Lift (First Lift), the Seller issues the SPA/Contract for 12 months with R&E to the Buyer for processing.
8. Within 24 hours of the completion of the injection, the Seller pays commissions to all intermediaries involved for the initial lift and on all subsequent lifts

## **B. FOB: TANK TO TANK**

1. Buyer issues an official ICPO with the Seller's procedure, passport copy, banking details, along with their Tank Storage Agreement (TSA) for the seller's approval.
2. Seller issues a Commercial Invoice (CI). Buyer then signs, seals, and returns the CI to the Seller.
3. ***Seller and Buyer will jointly pay the lease for Buyer's tank farm. The Buyer pays for 3 days, and the Seller pays for 2 days after the Seller verifies that the Buyer's tank farm has received the payment from the Buyer, for a total of 5 paid days of tank lease.***
  - a. Buyer will forward a copy of the wire confirmation for its 3 days to the Seller.
  - b. Buyer will provide a letter to Seller stating that the storage obtained by Buyer and Seller will only be used for this transaction.
  - c. Buyer will request that its tank farm provide a letter head addressed to Seller stating that the storage obtained by Buyer and Seller will only be used for this transaction.
  - d. Seller will forward a copy of the wire confirmation for its 2 days to the Buyer.
4. Seller provides buyer with the following FULL POP Documents:
  - a. Fresh SGS Report, less than 48 hours
  - b. Unconditional Dip Test Authorization
  - c. Injection Report
  - d. Tank Storage Receipt with GPS Coordinates
  - e. Tank Farm Bar-code Information
  - f. Letter of Commitment to Supply.
  - g. Authority to Sell & Collect (ATSC)
  - h. Endorsed Injection Schedule by the Seller and Buyer Tank Farm

- i. A Physical Authority To Verify (PATV)
5. Optionally, Buyer may conduct its own Dip-Test in Seller's tank at Buyer's expense.
6. Seller injects the fuel into the buyer's tank after a successful SGS Q&Q report, and the buyer makes payment by MT103 TT Wire Transfer according to the final product value Invoice.
7. Seller transfers the title of ownership per Buyer's instruction. Buyer lifts the product.
8. After a successful trial lift (first lift), the Seller issues the SPA for 12 months with R&E to the Buyer for processing.
9. Within 24 hours of the completion of the injection, the Seller pays commissions to all intermediaries involved for the initial lift and on all subsequent lifts.

### **C. FOB: TANK TAKE OVER (TTO).**

1. Buyer accepts the seller's working procedure and issues an Irrevocable Corporate Purchase Order (ICPO) with its banking details and signatory Passport copy.
2. The Seller issues a Commercial Invoice (CI) for the product, the Buyer countersigns and returns it to the Seller.
3. Seller receives the countersigned CI, Buyer requests a 5-day (five day) tank extension invoice for the dip test in the Seller's tanks.
4. Upon receipt of the Buyer's payment, the Seller opens communication with its Tank Farm Management for the creation, issuance, and Buyer's endorsement of the Tank Take Over documentation. Once the Buyer has obtained sufficient storage to exit the tanks without interruption, requested a testing date from the Seller, and Upon complete registration of the Buyer's Tank Take Over documentation with the port authority, Seller issues the full POP documents below:

- a. Injection Report
  - b. Product Passport
  - c. 24 Hrs. SGS Report
  - d. Product Certificate of Origin.
  - e. TSR
  - f. Authorization to Sell and Collect
  - g. Commitment/Guarantee to Supply
  - h. Product Title Holder Transfer Agreement
  - i. Unconditional Authority to Verify (UATV)
5. Optionally, Buyer may conduct its own Dip Test in Seller's tank at Buyer's expense.
  6. Buyer confirms receipt of the PPOP documents and conducts its inspection and Dip-Test with its SGS team. Upon successful verification of PPOP and the Dip Test in the Seller's tank, Buyer makes the payment for the total amount of the product via MT103. Seller confirms the Buyer's payment and transfers title ownership of the product to the Buyer. The Buyer then completely takes over Seller's storage tanks.
  7. After successful Trial Lift (First Lift), Seller issues SPA/Contract for 12 months with R&E to Buyer for processing.
  8. Within 24 hours of the completion of the injection, the Seller pays commissions to all intermediaries involved for the initial lift and on all subsequent lifts.

#### **D. - FOB: TANK TO VESSEL**

1. Buyer sends Seller an ICPO with banking details, company information, and passport after review of Seller's Soft Corporate Offer, along with a CPA.

2. Seller issues a Commercial Invoice (CI) for the available quantity to the Buyer. The Buyer signs, seals, and returns the CI to the Seller.
3. Seller issues the following PPOP to the Buyer and Buyer confirms receipt:
  - a. Product Passport
  - b. Certificate of Origin
  - c. Commitment Letter to Supply
  - d. Authorization to Sell and Collect
  - e. Statement of Product Availability.
  - f. Tank Storage Receipt (TSR).
  - g. Five (5) Days Tank Extension Fee Invoice (refundable if Seller's fuel does not pass inspection and deductible from the cost of the fuel if Buyer waives its own dip test in favor of verifying Seller's SGS)
4. Buyer confirms acceptance of PPOP and then pays for the tank extension and upon Seller's confirmation of the Tank Extension payment, Seller issues the following POP along with NCNDA/IMFPA to be signed by all intermediaries with the commission structure involved in the transaction.
  - a. SGS Test (24 hours).
  - b. Unconditional Dip Test Authorization (UDTA).
  - c. Authorization to Verify (ATV).
  - d. TSR
  - e. Injection Report
5. Upon the countersigning of the UDTA, the Buyer has the option to schedule SGS/Intertek to conduct a Dip Test of the product in the Seller's Tank at the Buyer's Expense.

6. Upon successful Dip Test OR acceptance of the Seller's SGS report, Buyer provides Vessel details (Q88) to Seller and Seller shall immediately submit the Notice of Readiness to Inject.
7. Seller commences injection into the Buyer's Vessel and issues the Injection Report to the Buyer.
8. Upon confirmation of the total quantity injected into Buyer's vessel, the Buyer makes 100% payment by MT103 TT Wire Transfer for the total product, Seller transfers the Title Holder & Ownership of the product to the Buyer.
9. After a successful Trial Lift (first lift), the Seller issues the SPA for 12 months with R&E to the Buyer for processing.
10. Within 24 hours of the completion of the injection, the Seller pays commissions to all intermediaries involved for the initial lift and on all subsequent lifts.

#### **E.- CIF – ANY SAFE WORLD PORT # 1**

1. Buyer issues an ICPO addressed to the Seller Refinery along with a scanned copy of the buyer's passport.
2. Supplier verifies Buyer Irrevocable Corporate Purchase Order and issues Commercial Invoice for the First Trial Shipment. Note: Sales & Purchase Agreement will be jointly signed after the Trial Shipment.
3. Upon buyer endorsement of the Commercial Invoice, the Seller sends the following documents to the buyer.
  - Charter Party Agreement.
  - Product Quality Passport
  - Commitment to supply.
  - Statement of Availability of the Product.

4. Seller and Buyer proceed to endorse the Charter Party Agreement (CPA) document with the Shipping Company, and both jointly bear the charges for the shipment. The buyer's portion of the shipping cost is credited against the final product cost upon delivery and successful Q&Q.
5. After the shipment charges have been met by both the Seller and the Buyer, the Seller issues the following Proof of Product documents along with an assurance delivery letter:
  - Attestation of Allocation.
  - Allocation Transaction Passport Code Certificate.
  - Copy of statement: Availability of the Product.
  - Copy of the refinery commitment to supply the product.
  - Copy of port storage agreement
  - Copy of the charter party agreement
  - Copy of the Product Passport
  - SGS Report
  - Bill Of Lading
  - Vessel's Q88
  - Tank Receipt
  - Certificate of Origin
  - Certificate of Inspection
  - Notice of Readiness
  - Net Weight
  - Full Packing List
  - Cargo Manifest
  - DTA and ATV

6. Buyer issues an Irrevocable and Non-Transferable Letter of Credit (MT760) SBLC or Letter of Credit (LC).
7. Shipment will commence according to the terms and conditions of the Contract and according to the agreed Delivery Schedule.
8. Buyer's bank to release payment of the product via MT103 upon the arrival of the cargo at the discharge port and successful report of SGS Inspection at the discharge port.
9. Supplier issues the SPA to the Buyer and an NCNDA/IMFPA to the intermediaries for payment of commissions. Supplier's bank releases the commission to intermediaries accordingly.

#### **F.- CIF: ANY SAFE WORLD PORT # 2**

1. Buyer issues an ICPO according to Seller's SCO procedure & terms.
2. Seller confirms ICPO and issues a draft contract for the Buyer's signatory. Buyer signs and seals the contract and returns it to the Seller for acceptance and final signatures.
3. Seller bears the cost to register, endorse, and legalize the contract with the Ministry of Energy. Seller issues a payment Invoice to the Buyer for the cost of the Product Transfer Certificate (PTC). This payment also covers 50% of the CPA charges to certify the Buyer as the product title holder for the delivery quantity. These costs are credited against the cost of the final product cost upon delivery and successful Q&Q
4. Upon confirmation of the Buyer's payment, the Seller sends the POP documents below to the Buyer via email, along with an NCNDA/IMFPA to be signed by all intermediaries with the commission structure involved in the transaction, and Hard Copies are sent via courier service:
  - a. SGS Report.
  - b. Product passport (quality and quantity).

- c. Copy of product transfer certificate.
  - d. Copy of warehouse agreement.
  - e. Commitment letter to supply.
5. Seller finalizes shipment schedules with the shipping company with notice of readiness and approval for delivering the commodity to the Buyer's discharge Port.
6. The Buyer's bank issues a bank instrument Via DLC-MT 700 for the value of the first shipment to the Seller's nominated fiduciary bank in a format acceptable to the Seller's bank within 7 banking days to enable the Seller to commence transfer/loading of the product with the shipping company. Seller then releases the POP documents below after loading via a bank-to-bank SWIFT within five (5) working days, and to allow Buyer to activate its DLC-MT700 for the value of goods and posts a 2% Performance Bond:
- a. Copy of the product's certificate of origin.
  - b. Copy of statement of availability of product.
  - c. Copy of export license approval.
  - d. Copy of warehouse agreement.
  - e. Copy of vessel questionnaire 88.
  - f. Copy of charter party agreement with the shipping company.
  - g. Copy of assignment of ownership document.
  - h. Fresh cut SGS REPORT/DIP TEST letter.
7. Buyer or Buyer's representative visits the loading port to witness product inspection at the Port facility. Lifting starts, and Buyer releases payment to Seller via Swift DLC payment instrument, four (4) days from discharging the entire cargo from the destination port, along with confirmation of the relevant shipping documents from both the loading and discharge ports.

8. Seller issues an IMFPA/NCNDA and pays all the intermediaries involved in the transaction 24 hours after confirmation of the Buyer's payment for the initial lift and all subsequent lifts.
9. If the Seller commits a material breach of the contractual provisions in this agreement and/ or fails to meet the delivery obligations in Article 5 of the SPA, the Buyer will be entitled to a claim on the Performance Bond (PB) immediately.

**NOTES:**

1. The Refinery does not provide Full POP ahead of when procedures state Buyer will receive it. If a Buyer thinks for a moment that he will receive a Full POP from the start, that's not going to happen. It will require a demonstrated investment in a Buyer's ability to receive fuel prior to the Refinery issuing Full POP in a transaction, and that is only achieved by submitting an acceptable TSR when the Procedures request it.
2. Any investment made by a third-party provider for tank storage, injection services, or to a shipping company for title transfer or shipping costs is part of the costs involved in doing business in this space. The Refinery we represent takes no fees or deposits. Please note that not all Tank Farms are accepted, so before jumping ahead and signing contracts with a Tank Farm, run their name by us and let us know whether they are approved to do business with us.
3. The Refinery's Procedures cannot be changed in any way. Please do not attempt to change or negotiate the Procedures once you are in a transaction.
4. Before submitting an ICPO, a videoconference call will be coordinated with the Buyer and/or an officially Authorized Buyer Representative/Mandate for a question-and-answer session. Prior to the meeting, the Buyer and/or Buyer Representative/Mandate must provide the full names, titles, and companies represented by each participant.
5. Prices are subject to adjustment until receipt of the ICPO and/or execution of the SPA.

**PRICES and MOQ**

**ORIGIN: KAZAKHSTAN >> Direct Refinery**

<b># 95 A</b>	<b>PRODUCT</b>	<b>Measu re</b>	<b>FINAL COST GROSS</b>	<b>Commiss ions</b>	<b>NET</b>	<b>MOQ</b>	<b>MAX QUANTITY</b>
<b>FOB</b>	EN 590 10 ppm	<b>MT</b>	<b>\$ 460.00</b>	<b>\$ 10.00</b>	<b>\$ 450.00</b>	50,000	1,000,000
<b>CIF</b>	EN 590 10 ppm	<b>MT</b>	<b>\$ 480.00</b>	<b>\$ 10.00</b>	<b>\$ 470.00</b>	50,000	1,000,000
<b>FOB</b>	JET Fuel A 1 / or 54	<b>BBL</b>	<b>\$ 74.00</b>	<b>\$ 2.00</b>	<b>\$ 72.00</b>	500,000	10,000,000
<b>CIF</b>	JET Fuel A 1 / or 54	<b>BBL</b>	<b>\$ 76.00</b>	<b>\$ 2.00</b>	<b>\$ 74.00</b>	500,000	10,000,000
<b>FOB</b>	Diesel D6	<b>Gall</b>	<b>\$ 0.90</b>	<b>\$ 0.05</b>	<b>\$ 0.85</b>	100,000,000	800,000,000
<b>CIF</b>	Diesel D6	<b>Gall</b>	<b>\$ 0.95</b>	<b>\$ 0.05</b>	<b>\$ 0.90</b>	100,000,000	800,000,000
<b>FOB</b>	D2 Oil Gost 305-82	<b>MT</b>	<b>\$ 470.00</b>	<b>\$ 10.00</b>	<b>\$ 460.00</b>	50,000	1,000,000
<b>CIF</b>	D2 Oil Gost 305-82	<b>MT</b>	<b>\$ 490.00</b>	<b>\$ 10.00</b>	<b>\$ 480.00</b>	50,000	1,000,000
<b>FOB</b>	LPG gost 20448-90	<b>MT</b>	<b>\$ 410.00</b>	<b>\$ 10.00</b>	<b>\$ 400.00</b>	50,000	500,000
<b>CIF</b>	LPG gost 20448-90	<b>MT</b>	<b>\$ 430.00</b>	<b>\$ 10.00</b>	<b>\$ 420.00</b>	50,000	500,000
<b>CIF</b>	LNG	<b>MT</b>	<b>\$ 390.00</b>	<b>\$ 10.00</b>	<b>\$ 380.00</b>	50,000	200,000
<b>FOB</b>	High Speed Diesel E. 4	<b>MT</b>	<b>\$ 370.00</b>	<b>\$ 10.00</b>	<b>\$ 360.00</b>	50,000	1,000,000
<b>CIF</b>	High Speed Diesel E. 4	<b>MT</b>	<b>\$ 390.00</b>	<b>\$ 10.00</b>	<b>\$ 380.00</b>	50,000	1,000,000
<b>FOB</b>	Light Cycle Oil (LCO)	<b>MT</b>	<b>\$ 400.00</b>	<b>\$ 10.00</b>	<b>\$ 390.00</b>	10,000	500,000
<b>CIF</b>	Light Cycle Oil (LCO)	<b>MT</b>	<b>\$ 420.00</b>	<b>\$ 10.00</b>	<b>\$ 410.00</b>	10,000	500,000
<b>FOB</b>	MAZUT M100	<b>MT</b>	<b>\$ 320.00</b>	<b>\$ 10.00</b>	<b>\$ 310.00</b>	50,000	1,000,000
<b>CIF</b>	MAZUT M100	<b>MT</b>	<b>\$ 340.00</b>	<b>\$ 10.00</b>	<b>\$ 330.00</b>	50,000	1,000,000
<b>CIF</b>	Base Oil SN100	<b>MT</b>	<b>\$ 340.00</b>	<b>\$ 10.00</b>	<b>\$ 330.00</b>	50,000	200,000
<b>CIF</b>	Base Oil SN120	<b>MT</b>	<b>\$ 360.00</b>	<b>\$ 10.00</b>	<b>\$ 350.00</b>	50,000	200,000
<b>CIF</b>	Base Oil SN150	<b>MT</b>	<b>\$ 380.00</b>	<b>\$ 10.00</b>	<b>\$ 370.00</b>	50,000	200,000
<b>CIF</b>	Base Oil SN300	<b>MT</b>	<b>\$ 390.00</b>	<b>\$ 10.00</b>	<b>\$ 380.00</b>	50,000	200,000
<b>CIF</b>	Base Oil SN500	<b>MT</b>	<b>\$ 400.00</b>	<b>\$ 10.00</b>	<b>\$ 390.00</b>	50,000	200,000
<b>FOB</b>	ULSFO or LSFO	<b>MT</b>	<b>\$ 480.00</b>	<b>\$ 10.00</b>	<b>\$ 470.00</b>	50,000	1,000,000
<b>CIF</b>	ULSFO or LSFO	<b>MT</b>	<b>\$ 500.00</b>	<b>\$ 10.00</b>	<b>\$ 490.00</b>	50,000	1,000,000

**ORIGIN: KAZAKHSTAN >> Direct Refinery**

# 95 B	PRODUCT	Measure	FINAL COST GROSS	Ccmmissions	NET	MOQ	MAX QUANTITY
FOB	Bitumen 60/70	MT	\$ 390.00	\$ 10.00	\$ 380.00	10,000	50,000
CIF	Bitumen 60/70	MT	\$ 410.00	\$ 10.00	\$ 400.00	10,000	50,000
FOB	(AGO) Autom Gas Oil	MT	\$ 480.00	\$ 10.00	\$ 470.00	50,000	1,000,000
CIF	(AGO) Autom Gas Oil	MT	\$ 500.00	\$ 10.00	\$ 490.00	50,000	1,000,000
CIF	Gasoline 89 > 95 Octa.	MT	\$ 380.00	\$ 10.00	\$ 370.00	50,000	500,000
CIF	PET COKE	MT	\$ 340.00	\$ 10.00	\$ 330.00	15,000	1,000,000
CIF	DAP	MT	\$ 340.00	\$ 10.00	\$ 330.00	50,000	500,000
CIF	UREA 46% Gran / Pril	MT	\$ 390.00	\$ 10.00	\$ 380.00	50,000	500,000
FOB	MT103 / BTC / USDT	Rotterdam, Houston.					
CIF	SBLC / DLC / & MT 103. Seller Issues 2% PB						
TERM	12 Months or more						