

SUPPLY CONTRACT

BETWEEN

MADOLIA GROUP

AND

Mac General Trading Co Shpk

FOR

Light CRUDE OIL

DATED

25th august 2020

SUPPLY CONTRACT

DATE:25th august 2020

CONTRACT REF: MCS/W/S/2020/3460

THIS SUPPLY CONTRACT HEREINAFTER REFERRED TO AS THE "CONTRACT" IS MADE ON 2020 BY AND BETWEEN:

1. PARTIES

1.1. THE SELLER

MADOLIA GROUP

REG NUMBER 99874534

TEHRAN/IRAN

MAHDI FAGHIHI MANAGING DIRECTOR

1.2. THE BUYER

Mac General Trading Co Shpk

L92410034B(Tax number)

Tirane/Albania

MR. MURAT HALLI AS MANAGING DIRECTOR OF BUYER COMPANY IS FULLY AUTHORIZED TO SIGN THIS CONTRACT

2. DEFINITIONS

MONTH OF LOADING: FIRST SPOT WILL BE DELIVER IN SEPTEMBER

3. CONTRACT DURATION

THE CONTRACT BECOMES EFFECTIVE AT THE DATE OF SIGNING AND SHALL REMAIN IN EFFECT UNTIL 30.11.2020

4. PRODUCT

LIGHT CRUDE OIL

5. QUALITY

BASED ON ANNEX I

6. QUANTITY

6.1. THE TOTAL QUANTITY IS UP TO 1,000,000 US BARRELS +/- 10% OPERATIONAL TOLERANCE.

- 6.2. THE TRIAL CARGO SHALL BE UP TO 1,000,000 US BARRELS +/- 10% OPERATIONAL TOLERANCE FOR THE FIRST MONTH OF CONTRACT CONCLUSION TO BE DELIVERED BY ONE SHIPLOAD.
- 6.3. AFTER SUCCESSFUL IMPLEMENTATION OF THE TRIAL CARGO, THE BUYER MAY HAVE AN OPTION TO PROCURE REMAINING VOLUME ON EVENLY SPREAD BASIS WITHIN 12 SUBSEQUENT MONTHS BY MULTIPLE CARGOES OF 1,000,000 (1 MILLION) +/- 10% AND 1 (ONE) MILLION US BARRELS +/-10% OPERATIONAL TOLERANCE.
- 6.4. THE VOLUME FOR SUPPLY UNDER THIS CONTRACT CAN BE INCREASED UPON MUTUAL AGREEMENT OF THE PARTIES.

7. DELIVERY TERMS

- 7.1. THE PRODUCT SHALL BE DELIVERED ON THE BASIS OF FOB SELLER'S LOADING TERMINAL OR STS, ADVISED BY THE SELLER AND STIPULATED IN THE SIDE LETTER TO THE CONTRACT (AS IDENTIFIED BY INCOTERMS 2020).
- 7.2. THE BUYER SHALL NOMINATE THE VESSEL AND THE SELLER SHALL APPROVE THE VESSEL NO LATER THAN 24 HOURS DAYS FROM RECEIPT OF VESSEL NOMINATION FROM THE BUYER.
- 7.3. ALL THE STS OPERATION WILL COORDINATE BY THE SELLER AND ALL STS COSTS WILL BE BORNE BY THE EACH SIDE FOR THEIR OWN COST.

8. PRICE

- 8.1. UNIT PRICE IN USD PER BARREL TO BE SOLD AND DELIVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE DETERMINED BY THE FOLLOWING FORMULA:

$$P = BR DTD + DIFF$$

"PLATT'S BDATED BRENT AVERAGE FOR 3 DAYS (1 DAY BEFORE LOADING UP TO 1 DAY AFTER LOADING) PLUS DIFFERENTIAL" USD/BBL.

"BR DTD" - MEAN OF ALL AVERAGE AVAILABLE QUOTATIONS OF PLATT'S DATED BRENT, PUBLISHED IN PLATT'S CRUDE OIL MARKETWIRE THE QUOTATIONS TO APPLY WILL BE THE B/L DATE QUOTATION, THE ONE (1) IMMEDIATELY PRECEDING QUOTATION, AND THE ONE (1) IMMEDIATELY FOLLOWING QUOTATIONS, IF THE DATE OF B/L OR QUOTATIONS WERE ON A HOLIDAY, THE FIRST NON-HOLIDAY DAY BEFORE OR AFTER IT, IS ACCEPTED.

"DIFF" – DIFFERENTIAL (SELLER'S PREMIUM/DISCOUNT) SHALL BE FIXED AS: - **12 USD** (MINUS TWELVE US DOLLARS).

- 8.2. COMMERCIAL INVOICE SHALL BE BASED ON CERTIFICATE OF QUANTITY AND QUALITY ISSUED BY AN INDEPENDENT THIRD PARTY INSPECTOR, NET OF BASE SEDIMENT AND WATER, PURSUANT TO "ARTICLE 13.1". ALL DOCUMENTS MUST SIGN AND STAMP BUYER'S VESSEL CAPTAIN AND ONE ORIGINAL DOCUMENT SET MUST DELIVERY TO BUYER'S MASTER.
- 8.3. ALL THE REDOCUMENTATION COSTS AND OPERATION WILL BORNE BY THE BUYER.
- 8.4. IN CALCULATING THE FINAL VALUE OF RELEVANT LOT OF THE PRODUCT, ARITHMETIC RULE FOR ROUNDING THE INVOICE VALUE TO THE NEAREST USD SHALL BE APPLIED AS FOLLOWS:
- 8.4.1. IF THE DECIMAL FIGURE (CENTS) IS ANY AMOUNT UP TO 49 CENTS THEN SUCH CENT(S) SHALL BE IGNORED;
- 8.4.2. IF THE DECIMAL FIGURE (CENTS) IS 50 TO 99 THEN ONE U.S. DOLLAR SHALL BE ADDED TO THE INVOICE VALUE AND THE REST SHALL BE IGNORED.
- 8.5. IN CALCULATING THE FINAL UNIT PRICE, ARITHMETIC RULES FOR ROUNDING TO TWO DECIMAL POINTS SHALL BE APPLIED AS FOLLOWS:

- 8.5.1. IF THE THIRD DECIMAL POINT IS FOUR (4) OR ANY NUMBER LESS THAN FOUR (4), THEN SUCH THIRD AND/OR MORE DECIMALS SHALL BE IGNORED;
- 8.5.2. IF THE THIRD DECIMAL POINT IS FIVE (5) OR ANY NUMBER HIGHER THAN FIVE (5), THEN ONE DIGIT SHALL BE ADDED TO THE SECOND DECIMAL POINT AND THE REST SHALL BE IGNORED.
- 8.6. THE PROVISIONAL PRICE FOR EACH US BARREL OF THE CARGO SHIPPED SHALL BE THE OF ALL AVAILABLE QUOTATIONS OF PLATT'S BWAWE BRENT, PUBLISHED IN PLATT'S CRUDE OIL MARKETWIRE DURING NOMINATED MONTH OF LOADING OF EACH CARGO LOT PER US BBL., MINUS AGREED PREMIUM/DISCOUNT AS STATED IN ARTICLE 8.1 HEREINABOVE.
- 8.7. THE MENTIONED DISCOUNT IN CLAUSE 8.1 IS JUST FOR GREECE PORTS AND THE BUYER IS COMMITTED TO PROVIDE THE CERTIFICATE OF DISCHARGE FROM GREECE PORTS FOR THE SELLER, IF THE CARGO SAIL TO ANOTHER DESTINATION EXCEPT GREECE SAFE PORTS THERE WILL BE FIVE(5) USD PENALTY PER BBL.

9. PAYMENT

- 9.1. PAYMENT OF THE FULL AMOUNT OF SELLER'S INVOICE SHALL BE MADE WITHOUT ANY DISCOUNT, DEDUCTION, WITHHOLDING, ABATEMENT, SET-OFF OR COUNTERCLAIM IN EURO VIA LETTER OF CREDIT (L/C) INTO SELLER'S DESIGNATED BANK ACCOUNT.
- 9.2. PAYMENT WILL BE THROUGH L/C AND PAYMENT WILL BE DONE 30 DAYS AFTER B/L DATE.
- 9.3. THE SELLER SHALL ISSUE THE RELEVANT INVOICE IN USD AND INSTRUCT THE BUYER TO PAY THE FULL INVOICE VALUE IN EURO AS STIPULATED IN "ANNEX II – EXCHANGE RATE".
- 9.4. IF PAYMENT DUE DATE HEREUNDER FALLS ON A SATURDAY, SUNDAY OR A BANKING HOLIDAY, PAYMENT WILL BE EFFECTED ON THE PRECEDING BANKING DAY. PAYMENT SHALL BE EFFECTED ACCORDING TO INTERNATIONAL PRACTICE.
- 9.5. ALL BANK CHARGES AT THE BUYER'S BANK SHALL BE FOR THE BUYER'S ACCOUNT. ALL BANK CHARGES AT THE SELLER'S BANK SHALL BE FOR THE SELLER'S ACCOUNT.
- 9.6. IN CASE THE PAYMENT IS MADE LATER THAN THE DATE STIPULATED BY THE CONTRACT, THE PARTY AT FAULT SHALL PAY THE PENALTY CALCULATED ON THE BASIS OF THE MONTHLY LIBOR RATE PLUS ONE (1%) PER CENT P.A. IN FAVOR OF THE OTHER PARTY, CALCULATED BY THE DAYS OF DELAY. THE LIBOR RATE IS CALCULATED ON THE BASIS OF US DOLLARS FOR ONE MONTH, QUOTED BY THE BRITISH ASSOCIATION OF BANKERS (THE RATE IS AVAILABLE AT THE FOLLOWING ADDRESS [HTTP://BBG.ORG.UK](http://bbg.org.uk)) AT 11:00 LONDON TIME TWO DAYS PRIOR TO THE DATE OF PAYMENT STIPULATED BY THE CONTRACT.

10. SHIPPING TERMS AND CONDITIONS

- 10.1. THE SELLER SHALL CONFIRM THE STS POINT AT LEAST 7 DAYS PRIOR TO LOADING.
- 10.2. NOT LATER THAN 5 (FIVE) DAYS PRECEDING THE 1ST DAY OF THE LOADING PERIOD THE BUYER SHALL NOMINATE TO THE SELLER A VESSEL TO LOAD, SPECIFYING ALL NECESSARY CHARACTERISTICS REQUIRED FOR HER ACCEPTANCE.
- 10.3. WITHIN 24 HOURS FROM THE DATE OF THE VESSEL NOMINATION SENT FROM BUYER TO THE SELLER, THE LATTER SHALL EITHER CONFIRM THE VESSEL ACCEPTANCE OR REQUEST FOR REPLACEMENT THEREOF, WHICH REQUEST SHALL BE DULY GROUNDED.
- 10.4. THE BUYER WILL BE ENTITLED TO REPLACE AN ACCEPTED VESSEL WITH ANOTHER SIMILAR ONE. SUCH REPLACEMENT SHALL NOT BE UNREASONABLY WITHHELD BY SELLER.

- 10.5. THE BUYER OR BUYER'S APPOINTED SHIPPING AGENT AT THE LOADING POINT SHALL INFORM THE SELLER OF THE VESSEL'S EXPECTED TIME OF ARRIVAL, BERTHING, SAILING FROM THE LOADING POINT 72, 48, 24 AND 12 HOURS BEFORE THE VESSEL ARRIVES AT THE LOADING POINT.
- 10.6. THE VESSEL NOMINATED BY THE BUYER SHALL BE READY IN ALL RESPECTS FOR LOADING OF A FULL LOT OF THE PRODUCT, WHICH SHE HAS BEEN NOMINATED FOR AND SHALL IN ALL RESPECTS MEET THE REQUIREMENTS IN FORCE AT BOTH THE LOADING POINT AND THE DISCHARGE POINT, SUCH AS VESSEL'S SIZE, BALLASTING, SAFETY, SECURITY, ETC.
- 10.7. THE SELLER SHALL OBTAIN PERMISSION FOR SURVEYOR TO ENTER THE OIL TERMINAL AT THE LOADING POINT, AND THE BUYER SHALL OBTAIN PERMISSION FOR SURVEYOR AND SELLER'S OR PRODUCER'S REPRESENTATIVES TO ENTER THE OIL TERMINAL AT THE DISCHARGE POINT, AND IN ANY CASE THE SURVEYOR SHALL BE PERMITTED TO BOARD THE VESSEL FOR SAMPLES COLLECTION FOR QUALITY SURVEY AND QUANTITY SURVEY DURING BOTH LOADING AND DISCHARGE OF THE CARGO.
- 10.8. BUYER SHALL ADVISE ITS DOCUMENTARY INSTRUCTIONS TO THE SELLER NO LATER THAN 3 (THREE) DAYS PRECEDING VESSEL'S ARRIVAL AT THE LOADING POINT.
- 10.9. BUYER IS COMMITTED TO GIVE THE BUYER A CERTIFICATE OF DISCHARGE IF THE CARGO IS SHIPPING TO ANY PLACE OR POINT IN WESTERN HEMISPHERE .

11. LAYTIME & DEMURRAGE

- 11.1. THE SELLER WARRANTS THAT NOMINATED VESSELS WILL BE ALLOWED TO LOAD THE CARGO WITHIN A REASONABLE TIME BASED ON THE SIZE OF THE SHIP.
- 11.2. LAYTIME AT LOADING POINT(S) SHALL BE 36 HOURS + 6 NOR SSHINC FOR THE TOTAL LOADING OPERATIONS OF THE ENTIRE SHIPMENT ON THE PERFORMING VESSEL. LAYTIME SHALL COMMENCE EITHER AT THE EXPIRATION OF SIX (6) RUNNING HOURS AFTER VESSEL TENDERS NOR OR WHEN VESSEL IS ALL FAST, WHICHEVER OCCURS FIRST AND SHALL CONTINUE UNTIL FINAL DISCONNECTION OF HOSES OR LOADING ARMS, WHEREUPON LAYTIME SHALL CEASE. THE SELLER AGREES TO MAKE ITS BEST ENDEAVOUR TO ENSURE THE VESSEL WILL HAVE THE LEAST REASONABLE WAITING TIME TO ENTER THE POINT AND LOAD THE CARGO.

12. TITLE AND RISK

- 12.1. TITLE AND ALL RISKS OF THE PRODUCT INCLUDING ACCIDENTAL LOSS OR DAMAGE SHALL PASS FROM THE SELLER TO THE BUYER WHEN THE PRODUCT PASSES THE TANKER'S PERMANENT HOSE CONNECTION AT THE LOADING POINT, AS SET BY THE FOB INCOTERMS 2020.
- 12.2. SELLER HEREBY IRREVOCABLY UNDERTAKES AND EXPRESSLY WARRANTS THAT IT HAS AND/OR WILL HAVE, AT THE TIME WHEN TITLE IN THE PRODUCT IS TRANSFERRED AND WHEN DELIVERY IS EFFECTED TO BUYER UNDER THIS CONTRACT:
- 12.2.1. FULL, MARKETABLE AND INDEFEASIBLE TITLE TO THE PRODUCT FREE AND CLEAR OF ANY LIENS OR ENCUMBRANCES; AND
- 12.2.2. FULL RIGHT AND AUTHORITY TO TRANSFER TITLE TO THE PRODUCT AND TO EFFECT DELIVERY OF SAME TO BUYER.

13. QUANTITY AND QUALITY DETERMINATION

- 13.1 QUANTITY OF EACH CARGO SHALL BE DETERMINED DURING LOADING AND BY AN INDEPENDENT THIRD PARTY INSPECTOR,

MUTUALLY AGREED BY BOTH THE BUYER AND THE SELLER, AND BE FINAL AND BINDING AT POINT OF LOADING.

13.2. QUALITY OF EACH LOT OF THE PRODUCT SHALL BE DETERMINED BY INDEPENDENT THIRD PARTY INSPECTOR MUTUALLY AGREED BY PARTIES, DURING LOADING THE PERFORMING VESSEL. QUALITY CERTIFICATE SHALL BE FINAL AND BINDING BETWEEN THE PARTIES.

13.3. THE INSPECTION COSTS AT THE LOADING POINT SHALL BE BEAR BY THE BUYER.

14. WARRANTY

14.1 SELLER REPRESENTS THAT THE QUALITY OF THE PRODUCT SHALL CONFORM TO THE SPECIFICATIONS SET FORTH IN ANNEX I NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IS MADE BY SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER.

15. LAW & JURISDICTION

15.1. THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THIS CONTRACT SHALL BE GOVERNED BY ENGLISH LAW.

15.2. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE FINALLY SETTLED BY ARBITRATION ADMINISTERED BY THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE (THE "SCC").

THE RULES FOR EXPEDITED ARBITRATIONS SHALL APPLY, UNLESS THE SCC IN ITS DISCRETION DETERMINES, TAKING INTO ACCOUNT THE COMPLEXITY OF THE CASE, THE AMOUNT IN DISPUTE AND OTHER CIRCUMSTANCES, THAT THE ARBITRATION RULES SHALL APPLY. IN THE LATTER CASE, THE SCC SHALL ALSO DECIDE WHETHER THE ARBITRAL TRIBUNAL SHALL BE COMPOSED OF ONE OR THREE ARBITRATORS.

15.3. THE SEAT OF ARBITRATION SHALL BE STOCKHOLM. THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH.

15.4. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1980) SHALL NOT GOVERN THIS CONTRACT OR THE PERFORMANCE THEREOF.

15.5. THE PARTIES EXPRESSLY RECORD THEIR INTENTION THAT THE OPERATION AND PROVISIONS OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2002 CHAPTER 53B SHOULD BE EXCLUDED AND SHOULD NOT EXTEND ANY RIGHTS UNDER THIS AGREEMENT TO ANY THIRD PARTY.

16. EXPOINT AND IMPOINT LICENSES

THE SELLER SHALL OBTAIN AND MAINTAIN ALL LICENSES, CONSENTS, PERMITS, APPROVALS AND AUTHORIZATIONS NECESSARY FOR THE EXPOINT OF THE OIL AND TO ENABLE IT TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT. ANY FAILURE TO COMPLY WITH THIS PROVISION SHALL NOT CONSTITUTE FRUSTRATION OR BE SUFFICIENT GROUNDS FOR A DECLARATION OF FORCE MAJEURE.

17. DEFAULT AND TERMINATION CLAUSE

17.1. IN THE EVENT THAT THE BUYER SHALL DEFAULT IN MAKING ANY PAYMENT DUE, THE SELLER MAY SUSPEND DELIVERIES OF

THE PRODUCT UNTIL SUCH PAYMENT HAS BEEN MADE IN FULL, OR THE SELLER MAY, IN ITS DISCRETION, ELECT TO TREAT SUCH DEFAULT AS A SERIOUS BREACH OF THE CONTRACT AND THEREUPON TERMINATE THE CONTRACT ON WHOLE OR IN PART WITHOUT PREJUDICE TO ANY CLAIM AGAINST THE BUYER FOR DAMAGES, INCLUDING CANCELLATION CHARGES. SUCH TERMINATION OR SUSPENSION SHALL NOT RELIEVE THE BUYER OF ANY OBLIGATION UNDERTAKEN BY VIRTUE OF A CONTRACT SO TERMINATED.

17.2. WHERE THE BUYER FAILS TO PAY TIMELY, THE SELLER HAS THE RIGHT TO (WITHOUT PREJUDICE TO ITS RIGHTS TO RECEIVE DEFAULT/DELAY COMPENSATION) TAKE ALL APPROPRIATE STEPS TO SECURE AND ENFORCE ITS CLAIM;

17.3. ALL JUDICIAL AND EXTRAJUDICIAL COSTS AND EXPENSES, INCLUDING PRE-ACTION COSTS, FEES, EXPENSES AND DISBURSEMENTS OF THE SELLER'S LAWYERS/ATTORNEYS-AT-LAW, INCURRED IN CONNECTION WITH NON PAYMENT OR DELAYED PAYMENT OR BY ANY OTHER BREACH BY THE BUYER OF THESE CONDITIONS, SHALL BE FOR THE BUYER'S ACCOUNT, IMMEDIATELY PAYABLE BY THE LATTER TO THE SELLER. IN CASE OF LITIGATION, THE BUYERS SHALL ALSO PAY ALL THE RELEVANT EXPENSES TO THE SELLER, INCLUDING BUT WITHOUT LIMITATION ALL HIS REASONABLE ATTORNEYS/LAWYERS' FEES, COSTS AND DISBURSEMENTS.

18. COMPLIANCE WITH LAWS AND REGULATIONS

18.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS CONTRACT IS INTENDED, AND NOTHING HEREIN SHOULD BE INTERPRETED OR CONSTRUED, TO INDUCE OR REQUIRE EITHER PARTY HERETO TO ACT IN ANY MANNER (INCLUDING FAILING TO TAKE ANY ACTIONS IN CONNECTION WITH A TRANSACTION) WHICH IS INCONSISTENT WITH, PENALISED OR PROHIBITED BY (I) SUCH INTERNATIONAL SANCTION LAWS ISSUED BY THE UNITED NATIONS OR ANY OTHER JURISDICTION THAT MAY BE APPLICABLE TO THAT PARTY AND/OR (II) ANY LAWS RELATING TO MONEY LAUNDERING, BRIBERY, TRADE CONTROLS, EXPORT CONTROLS, EMBARGOES OR INTERNATIONAL BOYCOTTS OF ANY TYPE APPLICABLE TO THAT PARTY (TOGETHER "THE APPLICABLE LAWS AND REGULATIONS").

18.2. IN ADDITION, EACH PARTY HEREBY ALSO REPRESENTS, WARRANTS, AND COVENANTS THAT, WITH RESPECT TO ANY ACTIVITIES UNDERTAKEN IN CONNECTION WITH THIS CONTRACT OR TRANSACTIONS CONTEMPLATED, IT HAS NOT VIOLATED OR FAILED, AND WILL NOT VIOLATE OR FAIL, TO COMPLY WITH ANY OF THE APPLICABLE LAWS AND REGULATIONS AND THAT ALL ACTIVITIES UNDERTAKEN IN CONNECTION WITH THIS CONTRACT CAN BE FULLY PERFORMED (INCLUDING MAKING AND RECEIVING PAYMENT) WITHOUT INFRINGING ANY OF THE APPLICABLE LAWS AND REGULATIONS.

18.3. IF A PARTY BREACHES ANY OF ITS OBLIGATIONS UNDER THIS CLAUSE OR IF IT OR ANY OF ITS AFFILIATES BECOMES A SANCTIONED ENTITY, THE OTHER PARTY SHALL HAVE THE RIGHT OF UNILATERAL FULL OR PARTIAL TERMINATION OR SUSPENSION OF THIS CONTRACT BY WRITTEN NOTICE TO THE OTHER PARTY AND NO LIABILITY WILL BE APPLIED TO THE TERMINATING PARTY FOR SUCH EARLY TERMINATION AND/OR SUSPENSION OF THIS CONTRACT. THE PARTY IN BREACH OF ITS OBLIGATIONS SHALL BE LIABLE FOR ANY LOSSES AND DAMAGES SUFFERED BY THE OTHER PARTY AS A RESULT THEREOF.

19. SURVIVABILITY

IF FOR ANY REASON THE CONTRACT SHALL BE TERMINATED THEN SUCH TERMINATION SHALL BE WITHOUT PREJUDICE TO ANY RIGHTS, OBLIGATIONS OR LIABILITIES OF EITHER PARTY WHICH HAVE ACCRUED AT THE DATE OF TERMINATION BUT HAVE NOT BEEN PERFORMED OR DISCHARGED, AND ANY PARTS OF THE CONTRACT HAVING ANY RELEVANCE THERETO OR ANY BEARING THEREON SHALL, NOTWITHSTANDING THE TERMINATION OF THE CONTRACT FOR ANY REASON, CONTINUE IN FORCE AND EFFECT.

20. SEVERABILITY

IF ANY PROVISION OF THIS CONTRACT IS DECLARED TO BE ILLEGAL, INVALID OR OTHERWISE UNENFORCEABLE BY A COURT OR TRIBUNAL OF COMPETENT JURISDICTION OR EITHER PARTY'S COMPLIANCE WITH ANY RULING OR RESOLUTION OF THE UNITED NATIONS OR EUROPEAN UNION HAS A LIKE OR SIMILAR EFFECT, THE REMAINDER OF THIS CONTRACT (AND OF SUCH PROVISION) SHALL NOT BE AFFECTED EXCEPT TO THE EXTENT NECESSARY TO DELETE SUCH ILLEGAL, INVALID OR UNENFORCEABLE PROVISION (OR PART THEREOF).

21. INTERNATIONAL SHIP & POINT FACILITY SECURITY (ISPS) CODE

21.1. SELLER SHALL ENSURE THAT THE VESSEL SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL CODE FOR THE SECURITY OF SHIPS AND OF POINT FACILITIES AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (ISPS CODE).

21.2. AS AND WHEN REQUIRED THE VESSEL SHALL SUBMIT A DECLARATION OF SECURITY (DOS) TO THE APPROPRIATE AUTHORITIES BEFORE ITS ARRIVAL AT THE DISCHARGE POINT.

21.3.1. BUYER SHALL ENSURE THAT THE DISCHARGE POINT/TERMINAL/INSTALLATION SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL CODE FOR THE SECURITY OF SHIPS AND OF POINT FACILITIES AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (ISPS CODE).

21.3.2. ANY COSTS OR EXPENSES INCURRED BY THE VESSEL INCLUDING DEMURRAGE OR ANY ADDITIONAL CHARGE, FEE OR DUTY LEVIED ON THE VESSEL AT THE DISCHARGE POINT AND ACTUALLY INCURRED BY THE SELLER RESULTING DIRECTLY FROM THE FAILURE OF THE DISCHARGE POINT/TERMINAL/INSTALLATION TO COMPLY WITH THE ISPS CODE SHALL BE FOR THE ACCOUNT OF THE BUYER, 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.

21.4. EXCEPT WHERE THE VESSEL HAS FAILED TO COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL CODE FOR THE SECURITY OF SHIPS AND OF POINT FACILITIES AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (ISPS CODE), THE BUYER SHALL BE RESPONSIBLE FOR ANY DEMURRAGE ACTUALLY INCURRED BY THE SELLER ARISING FROM DELAY TO THE VESSEL AT THE DISCHARGE POINT RESULTING DIRECTLY FROM THE VESSEL BEING REQUIRED BY THE POINT 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 POINTS OF CALL.

22. FORCE MAJEURE

22.1 NEITHER BUYER NOR SELLER SHALL BE LIABLE IN DAMAGES OR OTHERWISE FOR ANY FAILURE OR DELAY IN PERFORMANCE OF ANY OBLIGATION HEREUNDER OTHER THAN OBLIGATION TO MAKE PAYMENT, WHERE SUCH FAILURE OR DELAY IS CAUSED BY A FORCE MAJEURE EVENT, BEING ANY EVENT, THE OCCURRENCE OF WHICH WAS UNFORESEEABLE AND BEYOND THE CONTROL OF THE AFFECTED PARTY, AND THE EFFECT/IMPACT OF WHICH COULD NOT BE AVOIDED DESPITE THE BEST EFFORTS OF THE AFFECTED PARTY INCLUDING BUT WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, FAILURE OR DELAY CAUSED BY OR RESULTING FROM ACT OF GOD, STRIKES, FIRES, FLOODS, WARS (WHETHER DECLARED OR UNDECLARED), RIOTS, DESTRUCTION OF THE PRODUCT, PERILS OF THE SEA, EMBARGOES, ACCIDENTS, RESTRICTIONS IMPOSED BY ANY GOVERNMENT AUTHORITY OR PERSON PURPOINTING TO ACT THEREFOR (INCLUDING ALLOCATIONS, PRIORITIES, REQUISITIONS, QUOTAS AND PRICE CONTROLS), DELAYS OF THE CARRYING VESSEL DUE TO BREAKDOWN, ADVERSE WEATHER OR SEA CONDITIONS AND UNEXPECTED SHUT-DOWN OF PRODUCTION FACILITIES AND BREAKDOWN OF LOADING FACILITIES.

22.2 THE PARTY WHOSE PERFORMANCE IS SO AFFECTED SHALL WITHIN 2 WORKING DAYS OF THE OCCURRENCE OF THE FORCE MAJEURE EVENT NOTIFY THE OTHER PARTY HERETO IN WRITING OF THE DETAILS OF THE FORCE MAJEURE EVENT AND, TO THE EXTENT POSSIBLE, THE EXPECTED DURATION OF THE PERIOD WHEN ITS PERFORMANCE OF THE OBLIGATIONS UNDER THIS CONTRACT IS PREVENTED BY THE FORCE MAJEURE EVENT.

22.3 IF ANY FAILURE, OMISSION OR DELAY IN PERFORMANCE OF THIS CONTRACT CONTINUES FOR MORE THAN SEVEN (7) CONSECUTIVE DAYS FROM THE DAY OF COMMENCEMENT OF THE FORCE MAJEURE EVENT, THEN EITHER PARTY SHALL BE ENTITLED AFTER THE SAID DURATION TO TERMINATE THIS CONTRACT BY WRITTEN NOTICE TO THE OTHER PARTY WITHOUT ANY LIABILITY TO EITHER PARTY SAVE THAT SUCH TERMINATION SHALL BE WITHOUT PREJUDICE TO ANY OTHER ACCRUED RIGHTS UNDER THIS CONTRACT.

22.4 NOTWITHSTANDING THE FOREGOING, ANY PARTY, WHICH IS A GOVERNMENT OIL COMPANY OR OTHER AGENCY OR ENTITY CONTROLLED BY THE GOVERNMENT, SHALL NOT BE ENTITLED TO INVOKE ANY ACTION, ORDER, DECREE, RULE, REGULATION, OR DIRECTIVE OF SUCH GOVERNMENT AS FORCE MAJEURE EVENT IN ORDER TO RELIEVE ITSELF OF ANY OBLIGATION UNDER THIS AGREEMENT.

22.5 NOTHING IN THIS CLAUSE SHALL BE TAKEN TO LIMIT OR PREVENT THE OPERATION OF THE COMMON LAW DOCTRINE OF FRUSTRATION (INCLUDING FRUSTRATION OF THE ADVENTURE, OF PURPOSE OR OF THE AGREEMENT).

23. ASSIGNMENT

23.1 NEITHER PARTY SHALL ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, IN WHOLE NOR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, PROVIDED, HOWEVER, THAT SELLER SHALL BE FREE TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT TO ANY OF ITS AFFILIATES. IF SUCH CONSENT IS GIVEN AND WHEREVER THE ASSIGNMENT IS MADE, THE ASSIGNING PARTY SHALL REMAIN JOINTLY AND SEVERALLY LIABLE WITH THE ASSIGNEE FOR THE FULL PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

23.2 NOTWITHSTANDING SECTION 22.1 ABOVE, SELLER MAY WITHOUT BUYER'S CONSENT ASSIGN ALL OR A PORTION OF ITS RIGHTS TO RECEIVE AND OBTAIN PAYMENT UNDER THE AGREEMENT IN CONNECTION WITH SECURITISATION OR BANK FUNDING ARRANGEMENTS, PROVIDING SUCH ASSIGNMENT DOES NOT CONTRAVENE ANY APPLICABLE LAW, REGULATION OR DECREE BINDING UPON BUYER. ANY PAYMENT MADE BY BUYER TO THE PAYEE SPECIFIED IN SELLER'S INVOICE IN RESPECT OF THE PRODUCT DELIVERABLE UNDER THE AGREEMENT SHALL BE IN FULL DISCHARGE OF BUYER'S PAYMENT OBLIGATIONS TO SELLER UNDER THE AGREEMENT. ANY SUCH ASSIGNMENT WILL NOT DETRACT FROM SELLER'S OBLIGATIONS UNDER THIS AGREEMENT.

23.3 FOR THE PURPOSE OF THIS CLAUSE, AFFILIATES MEANS ANY COMPANY OR LEGAL ENTITY DIRECTLY OR INDIRECTLY CONTROLLING OR CONTROLLED BY A PARTY TO THE AGREEMENT OR CONTROLLED DIRECTLY OR INDIRECTLY BY ANY COMPANY OR OTHER LEGAL ENTITY HAVING DIRECT OR INDIRECT CONTROL OVER THAT PARTY.

24. CUSTOMS DUTY

SELLER SHALL INDEMNIFY BUYER AND HOLD BUYER HARMLESS FROM ANY AND ALL LIABILITY IN RESPECT OF EXPORT DUTY, EXCISE DUTY AND EXPORT VAT INCURRED BY SELLER, SELLER'S SUPPLIER OR THE OWNER OF THE BONDED PREMISES FROM WHICH THE PRODUCT IS DISPATCHED, INCLUDING ANY INTEREST, PENALTIES OR COSTS ARISING ON SUCH EXPORT DUTY, EXCISE DUTY AND EXPORT VAT.

25. GENERAL TERMS AND CONDITIONS

25.1. OTHER THAN THOSE MUTUALLY AGREED BY BUYER AND SELLER, TRADE TERMS TO HAVE THE MEANINGS DEFINED IN INCOTERMS 2020 FOR FOB SALES.

25.2. ALL TERMS AND CONDITIONS RELATED TO THIS CONTRACT SHALL REMAIN STRICTLY CONFIDENTIAL BETWEEN BUYER AND SELLER. DISCLOSURE TO ANY THIRD PARTY IS STRICTLY PROHIBITED EXCEPT WHERE BANKING NEEDS MAY PREVAIL.

25.3. THE CONTRACT WILL BE EFFECTIVE AFTER STAMPED AND SIGNED BY BOTH PARTIES. THE FAX AND SCANNED COPY OF CONTRACT HAS THE SAME LEGAL EFFECT AS THE ORIGINAL ONES.

THIS CONTRACT CONSIST OF A ANNEXE, WHICH THE ANNEXE IS INTEGRAL PART OF THIS CONTRACT.

THE BUYER:

THE SELLER:




ANNEX 1
TO THE CONTRACT № MCS/W/S/2020/3460 DATED 25.08.2020
“QUALITY SPECIFICATIONS OF CRUDE OIL”

CHARACTERISTICS	UNITS	RESULT	TEST METHOD
Specific Gravity @ 15.56 /15.56 °C	---	0.8568	ASTM D5002
API Gravity	°API	33.6	ASTM D5002
Sulfur Content (Total)	wt.%	1.46	ASTM D4294
H ₂ S Content	ppm	86	IP 570
Mercaptan Content	ppm	60	UOP 163
Nitrogen Content (Total)	wt.%	0.13	ASTM D 5762
Water & Sediment	vol.%	< 0.05	ASTM D4007
Water Content	vol.%	< 0.025	ASTM D4006
Salt Content	PTB	7	ASTM D3230
Kinematic Viscosity @ 10 °C	mm ² /s	19.50	ASTM D445
Kinematic Viscosity @ 20 °C	mm ² /s	10.88	
Kinematic Viscosity @ 40 °C	mm ² /s	6.319	
Pour Point (Upper)	°C	-12	ASTM D5853
Reid Vapor Pressure	psi	8.95	ASTM D323
Asphaltene Content	wt.%	1.6	IP 143
Wax Content	wt.%	4.8	BP 237
Drop Melting Point of Wax	°C	57	IP 133
Conradson Carbon Residue	wt.%	4.50	ASTM D189
Total Acid Number	mg KOH/g	0.12	UOP 565
Nickel Content	mg/kg	11	ASTM D5863
Vanadium Content	mg/kg	40	
Iron Content	mg/kg	<1	
Lead Content	mg/kg	<1	
Sodium Content	mg/kg	8	
Zinc Content	mg/kg	<1	
Copper Content	mg/kg	<1	