

ROSNEFT-VANKORNEFT

Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Text/Fax: (391) 274-56-00,
274-56-99; (391) 274-56-45
Email: sales.vankorneft@vk.ru,
legal.vankorneft@vk.ru
Skypa: rosneft.vankorneft



DIESEL GAS OIL (D2) GOST 305-82/10PPM

Date: 18 January, 2019.

Between:-

HEREINAFTER REFERRED TO AS THE END SELLER:

COMPANY NAME:	OJSC VANKORNEFT
ADDRESS:	SHADRINA ST., 20, TURUKHANSK, KRASNOYARSKTERRITORY, 663230
TELEPHONE NUMBER:	(391) 274-56-00
FAX:	(391) 274-56-45
E - MAIL ADDRESS:	SALES.VANKORNEFT@BK.RU
REPRESENTED BY:	MR ARKADY KUZNETSOV
TITLE:	GENERAL DIRECTOR
AND	

HEREINAFTER REFERRED TO AS THE SELLER: MANDATE

COMPANY NAME:	TOMOWELL CO., LTD (JAPAN)
ADDRESS:	3-25-1, IZUMI, SUGINAMI-KU, TOKYO, JAPAN
TELEPHONE NUMBER:	+81-3-6794-9111
FAX:	+81-3-6794-9108
REPRESENTED BY:	MATTHEW CHA
TITLE:	CEO

Distributed by Hong Kong Solutions Co., Ltd.

1. PRODUCT / PRODUCT SPECIFICATIONS:

IT IS THE SOLE RESPONSIBILITY OF THE SELLER AND/OR THE SELLER REPRESENTATIVE TO PROVIDE CORRECT SPECIFICATIONS FOR THE DIESEL GAS TO THE BUYER. FURTHER, IT IS THE SOLE RESPONSIBILITY OF THE SELLER 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.

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



CONTRACT CODE: VKN/RU/551075-100037/RU/D2
BUYER CODE : CNZGTDHKLTD/D2/12072019
SELLER CODE: VKN/75-329/RU/ D2-19

SALES AND PURCHASE AGREEMENT

DIESEL GAS OIL (D2) GOST 305-82/10PPM

Quantity: 650,000 Metric Tones

This Agreement made on this 15th February, 2019.

Between:-

HEREINAFTER REFERRED TO AS THE SELLER:

COMPANY NAME: OJSC VANKORNEFT
ADDRESS: SHADRINA ST., 20, TURUKHANSK, KRASNOYARSKTERRITORY, 663230
TELEPHONE NUMBER: (391)274-56-00
FAX: (391) 274-56-45
E - MAIL ADDRESS: SALES.VANKORNEFT@BK.RU
REPRESENTED BY: MR ARKADY KUZNETSOV
TITLE: GENERAL DIRECTOR
DATE: 15 FEBRUARY, 2019
AND

HEREINAFTER REFERRED TO AS THE BUYER:-

COMPANY NAME: CHINA ZHONGYUAN TRADING (HK) LTD
ADDRESS: ROOM1106, CHEUK NANG CENTRE, 9 HILLWOOD ROAD.TSIM SHA
TSUI.KOWLOON.HONG KONG
TELEPHONE NUMBER: (86)1064789185
FAX: (86)10 67695811
MAIL:
REPRESENTED BY: MR.ZHANG ZHITAO
TITLE: GENERAL MANAGER
DATE: 15 FEBRUARY, 2019

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 FIFTY THOUSAND METRIC TONNES TRIAL AND FIFTY THOUSAND METRIC TONNES FOR 12 MONTHS (50,000MT, 50,000MTX 12 MONTHS) METRIC TONS (+/-5%) OF DIESEL GAS D2 10PPM INSURANCE FREIGHT (CIF SINGAPORE) AND

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



WHEREAS: THE BUYER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO PURCHASE FIFTY THOUSAND METRIC TONNES TRIAL AND FIFTY THOUSAND METRIC TONNES FOR 12 MONTHS (50,000MT, 50,000MTX 12 MONTHS) METRIC TONS (+/-5%) OF DIESEL GAS OIL 10PPM INSURANCE FREIGHT (CIF SINGAPORE) AND

WHEREAS: THE SELLER AND THE BUYER BOTH AGREE TO REFER TO THE GENERAL TERMS AND DEFINITIONS SET OUT BY THE INCOTERMS EDITION 2000 WITH LATEST AMENDMENTS AND 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 FOR THE DIESEL GAS TO THE BUYER. FURTHER, IT IS THE SOLE RESPONSIBILITY OF THE SELLER 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.

SPECIFICATION DIESEL GAS OIL GOST 305-82 10PPM (D2)

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



Specification (D2 10PPM COLOUR 1):

DIESEL GAS D2 OIL GOST 305-82 / 10ppm			0.001%S
		Unit	10 ppm
Acid Number, Total	Max	mg KOH/g	0.3
Appearance @ 25°C	Pass Procedure 1	Visual test	Clear & bright, without undissolved sediment or free water
Ash content	Max	% weight	0.01
Cetane Index	Min	Range 0-100	46
Cetane Number	Min	Range 0-100	51
Conradson Carbon Residue (10% distillation)	Max	% mass	0.2
CFPP (Cold filter plugging point)	Max	°C	Minus 6
Cloud point	Max	°C	Minus 1
Colour	Max	Grade	1.0
Conductivity @ 20°C	Min	pS/m	150
Copper corrosion (3 hrs @ 50°C)	Max	Class	1
Density @ 15°C	Min	g/ml	0.820-0.845
Distillation T80 (80% recovered)	Max	°C	
Distillation T95 (95% recovered)	Max	°C	360
Distillation volume recovered @ 250°C	Max	%	85
Distillation volume recovered @ 350°C	Min	%	85
Filter blocking tendency @ 40°C	Max	mm ² /s	2
Flash point	Min	°C	Min 60 - Max 66
Kinematic viscosity @ 40°C	Min	cSt	2.0-4.5
Lubricity (HFRR) (WSD 1.4) @ 60°C	Max	microns	460
Odour			Merchantable
Oxidation stability	Max	mg/L	25
Particulate matter	Max	mg/kg	24
Polycyclic aromatic hydrocarbons (PAHs)	Max	% weight	11
Pour point	Max	°C	
Sulfur content (0.001% per MT)	Max	ppm	10
Water content	Max	mg/kg	200
Water & sediment	Max	% volume	0.05
Fatty Acid Methyl Esters Content (% V/V)	Max	% volume	1.0

ROSNEFT-VANKORNEFT



Address:
Shadrina St, 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



2. ORIGIN: RUSSIA

3. DESTINATION / PRODUCT DISCHARGE:

DESTINATION SHALL BE COST INSURANCE FREIGHT CIF SINGAPORE. THE BASIS OF DELIVERY FOR ALL SHIPMENTS SHALL BE MINIMUM 50,000MT TRIAL AND 50,000MTX 12 MONTHS. THE CONTRACTUAL QUANTITY OF SIX HUNDRED AND FIFTY THOUSAND METRIC TONS (650,000MT) SHOULD BE DELIVERED BY EACH SINGLE SHIPMENT OF 50,000MT TRIAL AND 50,000MT PER MONTH FROM THE DATE OF RECEIPT OF BUYER'S FINANCIAL INSTRUMENT CONFIRMABLE TO SELLERS BANK. DELIVERY SHIPMENTS SHALL COMMENCE IMMEDIATELY UPON RECEIPT OF APPROVED PAYMENT INSTRUMENT BY SELLER'S DESIGNATE.

4. PRODUCT DELIVERY:

THE DATE (S) OF BILL OF LADING SHALL BE CONSIDERED THE DATE (S) OF DELIVERY. THE 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 SIX HUNDRED AND FIFTY THOUSAND (650,000 MT) METRIC TONS, FIFTY THOUSAND METRIC TONS TRIAL AND FIFTY THOUSAND METRIC TONS FOR 12 MONTHS (50,000MT, 50,000MTX 12 MONTHS)).

6. PRODUCT QUANTITY AND QUALITY:

THE SELLER GUARANTEES THAT EACH SHIPMENT OF DIESEL GAS OIL 10PPM 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 SELLERS 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 DESTINATION TO CONFIRM LOADING SINGLE BULK VESSEL AND QUANTITY & QUALITY. 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 TO DETERMINE THE APPROPRIATE JUDGEMENT. BOTH PARTIES AGREE TO BE BOUND BY THE ARBITRATOR'S DECISION FOR OR AGAINST EITHER BUYER OR SELLER.

ROSNEFT-VANKORNEFT



Address:
Shadrina St./, 20, Turukhansk, Krasnoyarsk Territory, 663230

Tex/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



7. SHIPMENT QUANTITY:

EACH MONTHLY SHIPMENT OF FIFTY THOUSAND METRIC TONNES TRIAL AND FIFTY THOUSAND METRIC TONNES FOR TWELVE MONTHS OF DIESEL GAS OIL SHALL BE SHIP FROM SELLER'S PORT VLADIVOSTOK TO CIF SINGAPORE, WILL FURTHER SPECIFY WHERE BUYER CONFIRMS QUALITY AND QUANTITY AND LIFTS ON A MONTHLY BASIC.

8. PACKING:

SINGLE BULK VESSEL

9. PRICE PER METRIC TON:

GROSS \$350.00; CIF SINGAPORE

10. CONTRACT AMOUNT: IN \$227, 500,000 USD (TWO HUNDRED AND TWENTY SEVEN MILLION FIVE HUNDRED THOUSAND UNITED STATE DOLLARS) CIF SINGAPORE

MONTHLY TRIAL AMOUNT: USD \$17,500,000USD (SEVENTEEN MILLION FIVE HUNDRED THOUSAND UNITED STATES DOLLARS), CIF SINGAPORE

11. PAYMENT TERMS:

TT AGAINST IRREVOCABLE, LETTER OF CREDIT, ESTABLISHED BY A TOP PRIME BANK FOR 100% INVOICE VALUE, PAYABLE AT SIGHT AGAINST SHIPPING DOCUMENTS OR WILL BE MUTUALLY NEGOTIATED BY SELLER AND BUYER. (MT700 DLC OR \$350,000 + MT103)

12. PROOF OF PRODUCT

A. DIP TEST WILL PROVIDE A HARD PROOF OF PRODUCT WHENEVER BUYER DEEMS NECESSARY

A SOFT PROOF OF PRODUCT SHALL BE PROVIDED TO BUYER VIA EMAIL AND SHALL CONSIST OF THE FOLLOWING DOCUMENTS:

A, COMMITMENT LETTER TO SUPPLY PRODUCT

B, PRODUCT ALLOCATION CERTIFICATE ISSUED BY MINISTRY OF ENERGY C,

EXPORT LICENSE ISSUED BY RUSSIAN MINISTRY OF ENERGY.

D, SELLER CERTIFICATE OF INCORPORATION/REGISTRATION.

B. TO BE PROVIDED BY SELLER AFTER ON POINT OF DISCHARGE AT BUYERS PORT.

13. PRODUCT DOCUMENTATION PER LIFT:

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



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

- SGS
- TANK RECEIPT LOADED IN VESSEL CISTEN
- CUSTOM DUTY CLEARANCE
- CERTIFICATE OF THE PRODUCT (PRODUCT ORIGINALITY).
- TITLE TRANSFER FROM SELLER TO BUYER
- VESSEL MASTER SHEET SCHEDULE
- CONFIRMING WARRANT OF THE PRODUCT

14. 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 SINGAPORE. THE SELLER SHALL PROVIDE INSURANCE AT HIS SOLE EXPENSE AND RESPONSIBILITY OF 110% FOR EACH SHIPMENT.

15. DEMURRAGE:

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

16. 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.

17. 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.

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:

ROSNEFT-VANKORNEFT



Address:
Shadrina St, 20, Turukhansk, Krasnoyarsk Territory, 663230

Tex/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



THIS CONTRACT MAY BE EXECUTED SIMULTANEOUSLY IN TWO OR MORE COUNTERPARTS VIA TELEX OR FACSIMILE TRANSMISSION, 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 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.

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, BUYER ACCEPTS SELLER'S PROCEDURE AND ISSUE ICPO WITH THE FOLLOWING: BANKING DETAILS, COMPANY PROFILE, PASSPORT COPY AND ACCEPTANCE LETTER STATING TO ADHERE TO SELLER'S PROCEDURE.

2, SELLER ACKNOWLEDGES BUYER'S ICPO AND ISSUES CONTRACT TO BUYER OPEN FOR AMENDMENT, BUYER SIGNS AND RETURN THE CONTRACT TO THE SELLER IN WORD FORMAT WITHIN 4 WORKING INTERNATIONAL DAYS.

3, SELLER MAKES THE FINAL SIGNATURE AND CONVERTS THE CONTRACT TO PDF AND SEND TO BUYER AS FINAL APPROVED CONTRACT ALONG WITH BELLOW SOFT PERFORMANCE GUARANTEE POP DOCUMENTS:

A, COMMITMENT LETTER TO SUPPLY PRODUCT

B, PRODUCT ALLOCATION CERTIFICATE ISSUED BY MINISTRY OF ENERGY

C, EXPORT LICENSE ISSUED BY RUSSIAN MINISTRY OF ENERGY.

D, SELLER CERTIFICATE OF INCORPORATION/REGISTRATION.

4, BUYER'S BANK IN ACCORDANCE WITH SELLER'S VERBIAGE ISSUE DLC MT700 WITHIN 7 WORKING DAYS FOR FIRST SHIPMENT'S VALUE TO SELLER'S FINANCIAL BANK TO ENABLE SELLER COMMENCE LOADING OF PRODUCT WITH THE SHIPPING COMPANY AND RELEASE FULL SET OF POP DOCUMENTS AFTER LOADING VIA BANK TO BANK SWIFT

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



WITHIN 7 WORKING DAYS. IF BUYER FAILS TO ISSUE DLC MT700 WITHIN 7 WORKING DAYS, IN ALTERNATIVE BUYER PAY'S VIA TT \$350,000 AS GUARANTEE PERFORMANCE WITHIN 72 HOURS WHICH WILL BE DEDUCTED FROM THE PRODUCT FACE VALUE WHEN FINAL PAYMENT IS MADE.

5, SELLER'S BANK ISSUES OPERATIVE 2% PB IN FAVOUR OF BUYER'S BANK ACCOUNT WITHIN 3 WORKINGDAYS, WHICH IS SUBMITTED AND DETAILED IN THE MUTUALLY AGREED SIGNED CONTRACT.

6, UPON SELLER BANK SUCCESSFUL EXCHANGE OF INSTRUMENT METHOD WITH BUYER'S BANK OR ALTERNATIVE TT PAYMENT OF \$350,000 PAID IF BUYER FAILED TO ISSUE INSTRUMENT WITHIN THE STIPULATED TIME FRAME, SELLER LOADS PRODUCT WITHIN 7 WORKING INTERNATIONAL DAYS AND SEND POP DOCUMENTS IN BUYER'S COMPANY NAME TO BUYER VIA BANK TO BANK AND A COPY VIA EMAIL TO BUYER AND REPRESENTATIVE. (8 SETS BELLOW)

A, CERTIFICATE OF ORIGIN B,

PRODUCT PASSPORT

C, COMMERCIAL INVOICE

D, COMPANY TAX PAYER CERTIFICATE E,

FRESH SGS REPORT

F, TANK RECEIPT

G, Q88 AND QUALITY SPECIFICATION

H, BILL OF LADING

7, BUYER NOTIFIES SELLER BY OFFICIAL WRITTEN NOTICE OF HIS BANK RECEIVING SELLER'S POP DOCUMENTS WHILST SELLER SENDS TO BUYER THE REGISTERED HARD COPY OF THE CONTRACT THROUGH COURIER SERVICE WITHIN 3 WORKING DAYS.

8, SHIPMENT COMMENCES AS SCHEDULED IN THE CONTRACT AND UPON ARRIVAL OF THE CARGO AT THE DISCHARGE PORT, BUYER'S INSPECTION TEAM CARRY OUT CIQ OR EQUIVALENT INSPECTION TO ASCERTAIN QUALITY AND QUANTITY.

9, PRODUCT IS DISCHARGED AFTER SUCCESSFUL INSPECTION INTO BUYER'S STORAGE FACILITY, BUYER'S BANK RELEASE PAYMENT FOR TOTAL VALUE OF THE PRODUCT TO SELLER'S BANK WITHIN 72 HOURS BY TT MT 103. SELLER SHALL PAY ALL PARTIES INVOLVED THEIR COMMISSION BY TT WITHIN 2 WORKING DAYS.

10, SECOND AND SUCCEEDING SHIPMENTS CONTINUES.

ADDENDUM A:

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

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tex/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



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 PORT. CIF SINGAPORE.

SHIPMENT NUMBER	FREQUENCY DAYS/MONTH	QUANTITY IN MTS/SHIPMENT	CIF /DISCHARGING PORT	AGGREGATE QTY. IN MTS
PSC001	MARCH	50,000MT+50,000MT	SINGAPORE	100,000MT
PSC002	APRIL	50,000MT	SINGAPORE	150,000MT
PSC003	MAY	50,000MT	SINGAPORE	200,000MT
PSC004	JUNE	50,000MT	SINGAPORE	250,000MT
PSC005	JULY	50,000MT	SINGAPORE	300,000MT
PSC006	AUGUST	50,000MT	SINGAPORE	350,000MT
PSC007	SEPTEMBER	50,000MT	SINGAPORE	400,000MT
PSC008	OCTOBER	50,000MT	SINGAPORE	450,000MT
PSC009	NOVEMBER	50,000MT	SINGAPORE	500,000MT
PSC0010	DECEMBER	50,000MT	SINGAPORE	550,000MT
PSC0011	JANUARY	50,000MT	SINGAPORE	600,000MT
PSC0012	FEBRUARY	50,000MT	SINGAPORE	650,000MT

TOTAL QUANTITY: 650,000 METRIC TONS (SIX HUNDRED AND FIFTY THOUSAND METRIC TONS).

DELIVERY FROM DATE: AS INDICATED IN THIS CONTRACT 2019.

ADDENDUM B:

BANKING INFORMATION

SELLERS FULL BANKING DETAILS WILL BE GIVEN WITH FINAL SALES AND PURCHASE CONTRACT. NO CONTACT WITH THE SELLERS BANK 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.

ROSNEFT-VANKORNEFT



Address:
Shadrina St, 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



SELLER RESERVES THE RIGHT TO USE ONE OF ITS ALTERNATE ORPORATE 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 NOMINATED BANK DETAILS TO ABSORD INSTRUMENT ONLY:

RECEIVER: QATAR NATIONAL BANK (QNB)
ADDRESS: PO BOX: 4050, P.C 112, MUSCAT, SULTANATE OF OMAN
ACCOUNT NO: 2351-000323-001
ACCOUNT NAME: NEW INVESTMENT FOR OIL AND GAS LLC
SWIFT CODE: QNBAOMRXXX
BANK OFFICER: MR. JUMA AL SULAIMAN BANK
TELEPHONE: +96824725555
BANK FAX: +96824521908
BANK EMAIL: JUMAAL.SULAIMAMI@QNB.COM

BUYER'S BANK DETAILS

BANK NAME: STANDARD CHARTERED BANK SHENZHEN BRANCH
BANK ADDRESS: 11-14/F TOWER A KINGKEY 100 BUILDING 5016 SHENNAN ROAD, SHENZHEN, CHINA
ACCOUNT NUMBER: 4469970411
ACCOUNT NAME: CHINA ZHONGYUAN TRADING (HK) LTD
SWIFT CODE: SCBL CNSX SHZ
IBAN:
BANK OFFICER: MS.SHI MIAO
BANK TELEPHONE: +86 10 59182527
BANK FAX NO:
BANK E-MAIL: AMYJINGJINGZHOU@SC.COM

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tex/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



APPROVED VERBIAGE:

SWIFT INPUT APPROVED VERBIAGE FOR DLC VIA MT700

SWIFT INPUT REFERENCE MT 700

SENDER:

XXXXXXXXXXXXXXXXXX

XX XXXXXX – XXXX

BANK OF XXXXXX

ACCOUNT NO:

ACCOUNT NAME:

IBAN:

BANK SWIFT:

BRANCH:

BANK OFFICER NAME:

BANK OFFICER PHONE:

BANK OFFICER FAX:

BANK OFFICER EMAIL:

RECEIVER: QATAR NATIONAL BANK (QNB)

ADDRESS: POBOX:4050,P.C112,MUSCAT,SULTANATEOFOMAN

ACCOUNT NO: 2351-000323-001

ACCOUNT NAME: NEW INVESTMENT FOR OIL AND GAS LLC

SWIFT CODE: QNBAOMRXXX

BANK OFFICER: MR. JUMA AL SULAIMAN

BANK TELEPHONE: +96824725555

BANK FAX: +96824521908

BANK EMAIL: JUMAAL.SULAIMAMI@QNB.COM

**40A: FORM OF DOCUMENTARY CREDIT
IRREVOCABLE**

**20: DOCUMENTARY CREDIT NO.
XXX**

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



31C: DATE OF ISSUE

XXXXXX

40E: APPLICABLE RULES

UCPURR LATEST VERSION, or By Demand

31D: DATE & PLACE OF EXPIRY

80 days Muscat, Sultanate of Oman

50: APPLICANT

QNB, Sudan/Sudan Petroleum Cooperation

59: BENEFICIARY - NAME & ADDRESS

New Investment Co. for Oil and Gas LLC, Office 22a/22b, 1st floor, plot No. 1845, Al-Qurum,
Muscat, Oman

32B: CURRENCY CODE AMOUNT

USD 17,500,000+/-10% (Doha QNB)

41A: AVAILABLE WITH/ BY

Muscat, Sultanate of Oman, by Negotiation

42A: DRAWEE – BIC

Muscat, Sultanate of Oman, by Negotiation

42C: PAYMENT AT...

AT SIGHT

43P: PARTIAL SHIPMENT

NOT ALLOWED

43T: TRANSSHIPMENT

NOT ALLOWED

44A: Place of taking in charge/ Place of Receipt

44C: LATEST DATE OF SHIPMENT

XXXXXX

45A: DESCRIPTION OF GOODS AND/OR SERVICES

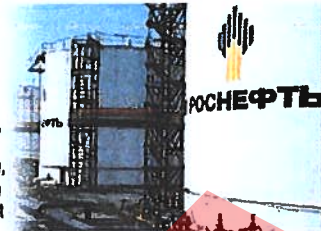
DIESEL GAS D2 OIL GOST 305-82

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



PRICE:

THE UNIT PRICE SHALL BE BASED IN US DOLLARS PER METRIC TON CALCULATED BASED ON THE AVERAGE OF FIVE (5) EFFECTIVE QUOTATIONS AROUND THE B/L DATE (B/L DATE EQUAL TO THIRD EFFECTIVE QUOTATION) THE UNIT PRICE AS PER METRIC TON ON THE BILL OF LADING QUANTITY SHALL BE EQUAL TO THE AVERAGE OF THE MEAN QUOTATIONS UNDER THE HEADING ". SINGAPORE PORT" PLUS A PREMIUM OF USD \times .XX (US DOLLARS XXXX POINT XXX XXX) PER METRIC TON, THE APPLICABLE QUOTATION SHALL BE THE BILL OF LADING DATE, THE TWO PUBLISHED QUOTATIONS IMMEDIATELY PRECEDING THE BILL OF LADING DATE AND THE TWO PUBLISHED QUOTATIONS IMMEDIATELY FOLLOWING THE BILL OF LADING DATE

IN THE EVENT THERE IS NO VALID QUOTATION ON THE BILL OF LADING DATE THEN THE THREE PUBLISHED QUOTATIONS IMMEDIATELY PRECEDING THE BILL OF LADING DATE AND THE TWO PUBLISHED QUOTATIONS IMMEDIATELY FOLLOWING THE BILL OF LADING DATE TO APPLY.

ANY PUBLISHED CORRECTION TO ANY OF THE QUOTATIONS SHALL BE CONSIDERED FOR PRICING/ INVOICING.

PRICE WILL BE CALCULATED DOWN TO THE THIRD DECIMAL PLACE.

INVOICE QUANTITY SHALL BE AS PER QUANTITY DETERMINATION AS STATED IN THE CERTIFICATE OF QUANTITY ISSUED BY THE INDEPENDENT INSPECTORS MUTUALLY AGREED AT LOAD PORT, WHOSE FINDINGS FOR QUANTITY SHALL BE FINAL AND BINDING FOR BOTH PARTIES.

46A: DOCUMENTS REQUIRED

ALL DOCUMENTS TO BE PRESENTED IN ONE ORIGINAL PLUS TWO COPIES UNLESS OTHERWISE STATED:

- 1) SIGNED AND STAMPED COMMERCIAL INVOICE.
- 2) FULL SET (3/3) ORIGINAL CLEAN ON BOARD MARINE BILLS OF LADING, PLUS THREE NON-NEGOTIABLE COPIES MARKED FREIGHT PAYABLE AS PER CHARTER PARTY.
- 3) CARGO MANIFEST
- 4) CERTIFICATE OF QUALITY ISSUED OR COUNTERSIGNED BY INTERNATIONAL INDEPENDENT INSPECTOR AT LOAD PORT CONFIRMING THAT THE CARGO COMPLIES WITH THE FOLLOWING SPECIFICATIONS:
- 5) CERTIFICATE OF QUANTITY ISSUED OR COUNTERSIGNED BY SGS INTERNATIONAL INDEPENDENT INSPECTOR.
- 6) CERTIFICATE OF ORIGIN.

ROSNEFT-VANKORNEFT



Address:
Shadrina St, 20, Turukhansk, Krasnoyarsk Territory, 663230

Tex/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



47A: ADDITIONAL CONDITIONS

- 1) THIRD PARTY DOCUMENTS ARE NOT ACCEPTABLE.
- 2) ALL DOCUMENTS MUST BEAR L/C NUMBER AND DATE, MUST BE DATED, SEALED AND MANUALLY SIGNED BY ALL PARTIES.
- 3) ALL DOCUMENTS MUST BE PREPARED AND SUBMITTED IN ENGLISH.
- 4) DOCUMENTS ISSUED BEFORE ISSUING DATE OF L/C ARE NOT ACCEPTABLE.
- 5) APPLICANT BANK CHARGES ARE FOR THE ACCOUNT OF APPLICANT AND BENEFICIARY BANK CHARGES ARE FOR THE ACCOUNT OF BENEFICIARY
- 6) TYPOGRAPHICAL AND SPELLING ERRORS SHALL NOT CONSTITUTE A DISCREPANCY UNLESS WITH REGARD TO QUANTITY AND AMOUNT.
- 7) PRICE CLAUSES AND CALCULATION NOT STATED IN THE COMMERCIAL INVOICE ARE ACCEPTABLE.
- 8) THIS DOCUMENTARY CREDIT IS SUBJECT TO THE VERSION OF THE ICC UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT, INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, PUBLICATION NO.600, LATEST REVISION EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED IN THE LC.
- 9) IN CASE LC WILL NOT BE UTILIZED BY BANK OF BENEFICIARY, ADVISING COMMISSIONS TO BE PAID BY BENEFICIARY, ART 37 OF ICC 600 EXCLUDED.
- 10) THE BENEFICIARY BANK MUST STATE IN THEIR COVERING LETTER, THAT ALL PRESENTED SHIPPING DOCUMENTS HAVE BEEN CHECKED AND APPROVED BEFORE PRESENTATION.
- 11) IN THE EVENT THAT DOCUMENTS PRESENTED HEREUNDER ARE DETERMINED TO BE DISCREPANT, WE MAY SEEK A WAIVER OF SUCH DISCREPANCIES FROM THE APPLICANT.

48: DOCUMENTS TO BE PRESENTED WITHIN 21 DAYS FROM DATE OF DELIVERY BUT WITHIN THE VALIDITY OF THE CREDIT.

49: Confirmation Instructions
MAY ADD

ROSNEFT-VANKORNEFT



Address:
Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



71B: Charges

L/C ISSUING CHARGES AND COMMISSIONS ARE ON APPLICANT'S ACCOUNT AND BENEFICIARY'S CHARGES ARE ON BENEFICIARY'S ACCOUNT

78: Instructions to advising/negotiating Bank

AT RECEIPT AT YOUR COUNTERS OF DOCUMENTS COMPLYING WITH THE TERMS OF THIS CREDIT WE SHALL CREDIT YOU AS PER YOUR INSTRUCTIONS 2 WORKING DAYS FROM THE DATE OF YOUR TESTED MESSAGE.

ADDENDUM C:

SHIPPING CONTRACT CONFIRMATION:

THIS IS TO CERTIFY THAT WE OJSC VANKORNEFT DO HAVE IN PLACE A CONTRACT OF A FREIGHT AGREEMENT FOR THE CARRIAGE AND SAFE DELIVERY OF 50,000MT FOR 12 MONTHS WHICH IN TOTAL QUANTITY IS 650,000MT (SIX HUNDRED AND FIFTY THOUSAND METRIC TONS WITH OAO SOVCOMFLOT RUSSIAN FEDERATION TO ASSIST OJSC VANKORNEFT TO DELIVER IN A TIMELY AND EFFICIENT MANNER OF 650,000 METRIC TONS OF DIESEL GAS OIL 10PPM SPECIFIED IN THE SALE AND PURCHASE CONTRACT NO: VKN/RU/551075- 100037/RU/D2 BETWEEN OJSC VANKORNEFT AND CHINA ZHONGYUAN TRADING (HK) LTD

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

SELLER'S SIGNATURE & SEAL:

BUYER'S SIGNATURE & SEAL:



ARKADY KUZNETSOV

ZHANG ZHI TAO

GENERAL DIRECTOR

GENERAL MANAGER

OJSC VANKORNEFT

CHINA ZHONGYUAN TRADING(HK)LTD

ROSNEFT-VANKORNEFT



Address:
Shadrina St, 20, Turukhansk, Krasnoyarsk Territory, 663230

Tel/Fax: (391) 274-56-00,
274-56-99/(391) 274-56-45
Email: sales.vankorneft@bk.ru,
legal.vankorneft@bk.ru
Skype: rosneft.vankorneft



NOTARY ACKNOWLEDGMENT:

City of Moscow,
Nineteen day of February two thousand and Nineteen.
Registered in the register of № n-00579667
Recovered at the rate of 52,600 rubles



Milevski V.G

ПОДДЕЛКА

SALES AND PURCHASE AGREEMENT(2/22/2019)などより



ПОКУПКА

docomo

21:26

100%

× OJSC VANKORNEFT A...



9

ПРОДУКТА

docomo

21:26

100%



OJSC VANKORNEFT A...



ПРОФИЛКА

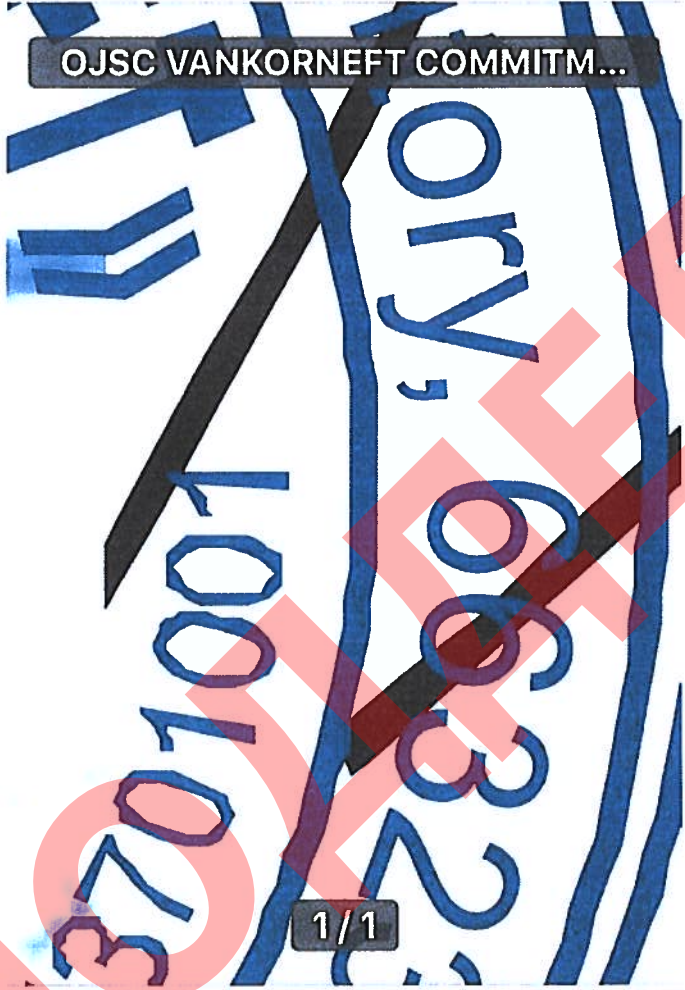
docomo

20:25

100%



OJSC VANKORNEFT COMMITM...



1/1





書類上住所地図 (Shadrina St., 20, Turukhansk, Krasnoyarsk Territory, 663230)