**VALIDITY xxxxxxxxxxxxx Date: xxxxxxxxxxx**

**SOFT CORPORATE OFFER CIF-FOB-DIP & PAY**

*We* ***xxxxxxxxxxx****, on behalf of our Refinery/Suplier* **xxxxxxxxxxx.** *with* **REF/xxxxxxxxxxxxxxxxxxxxxx**, *confirms our readiness and willingness to issue a Soft Corporate Offer and then straight to Sales Purchase agreement upon acceptance of our terms and conditions stipulated herein for the below products:*

* **DIESEL-GAS OIL L0.2-62 GOST 305-82 (Diesel D2)** Origin Rusian
* Quantity MINIMUM 100.000MT – MAXIMUM 900.000MT x 12 months
* Price **- xxxxxxxxxx Gross/ Net per MT CIF ASWP**
* Price: **$ xxxxxxx Gross/ Net** per MT **FOB**: Novorossiysk/Vladivostok/Rotterdam/ Primorsk.
* Price: **$xxxxx Minus Platts NWE discount /MT FOB:**Novorossiysk/Vladivostok/Rotterdam/Primorsk
* **MAZUT FUEL OIL 100 GOST 10585/75-99( Mazut M100)** Origin Rusian
* Quantity MINIMUM 100.000MT - MAXIMUM 800.000MT x 12 months
* Price – **$xxxxxxxxxxUSD Gross/Net,** per MT CIF ASWP
* PRICE: **$xxxxxxxxxx Gross/Net,** per MT FOB: Novorossiysk/Vladivostok/Rotterdam/ Primorsk.
* **PRICE: $xxxxx minus Platts NEW discount /MT FOB: Novorossiysk/Vladivostok/Rotterdam/Primorsk**
* **JET FUEL (JP A1) Origin Rusian**
* Quantity MINIMUM 1.000.000 – MAXIMUM 5.000.000Barrels x 12 months
* Price **- xxxxxxxxxx Gross/ Net per MT CIF ASWP**
* Price: **$ xxxxxxx Gross/ Net** per MT **FOB**: Novorossiysk/Vladivostok/Rotterdam/ Primorsk.
* Price: **$xxxxx Minus Platts NWE discount /MT FOB:**Novorossiysk/Vladivostok/Rotterdam/Primorsk
* **JET FUEL AVIATION KEROSENE COLONIAL GRADE 54 (JP54) Origin Rusian**
* Quantity MINIMUM 1.000.000 – MAXIMUM 10.000.000Barrels x 12 months
* Price **- xxxxxxxxxx Gross/ Net per MT CIF ASWP**
* Price: **$ xxxxxxx Gross/ Net** per MT **FOB**: Novorossiysk/Vladivostok/Rotterdam/ Primorsk.
* Price: **$xxxxx Minus Platts NWE discount /MT FOB:**Novorossiysk/Vladivostok/Rotterdam/Primorsk
* **D6 VIRGIN FUEL OIL** Origin Rusian
* Quantity 100.000.000 G. week and Maximum 800.000.000 Galons per week x 52 weeks with R/E.
* Price - **$xxxxxxxxxxxxx Gross/Net ,**per GAL. **CIF ASWP**
* **On FOB Basis :** **Houston / Rotterdam** Price - **xxxxxxxxxxxx** per Gallon
* **DIESEL EN 590** Origin Rusian
* Quantity MINIMUM 50.000 MT – MAXIMUM 200.000 MT X 12 MONTHS
* Price - **$xxxxxxxxxxx Gross/Net ,**per MT **CIF ASWP**
* Price - **USD xxxxxxxxx** per MT **On FOB Basis :** Novorossiysk/Vladivostok/Rotterdam/ Primorsk
* Price **- $xxxxxxxxx Minus Platts discount /MT FOB: Novorossiysk/Vladivostok/Rotterdam/Primorsk**
* **(REBCO) RUSIAN EXPORT BLEND CRUDE OIL** Origin Rusian
* Quantity Minimum 1.000.000.000 BBL Maximum 10.000.000 BBL X MONTH with R/E.
* Price - **$xxxxxxxx Gross/Net ,**per BBl **CIF ASWP**
* Price - **USD xxxxxx** per BBL **On FOB Basis :** Novorossiysk/Vladivostok/Rotterdam/ Primorsk
* **PRICExxxxxxxx Platts discount /MT FOB: Novorossiysk/Vladivostok/Rotterdam/Primorsk**
* **LPG – LIQUEPIED PETROLEUM GAS:**
* Quantity MINIMUM 100.000 – MAXIMUM 500.000 MT x 12 months
* Price - **$xxxxxxxxxx ,**per MT **CIF ASWP**
* Price - **$xxxxxxxxxxxxxxxxx USD** per MT **FOB**: Novorossiysk/Vladivostok/Rotterdam/ Primorsk.
* **GASOLINES:**
* Quantity MINIMUM 100.000 – MAXIMUM 500.000 MT x 12 months
* Price - **$xxxxxxxxxxxxxx Gross/Net ,**per MT **CIF ASWP**
* Price - **$xxxxxxxxxxxxxxxxx USD** per MT **FOB**: Novorossiysk/Vladivostok/Rotterdam/ Primorsk.
* **BITUMEN:**
* Quantity MINIMUM 100.000 – MAXIMUM 500.000 MT x 12 months
* Price - **$xxxxxxxxxxxxx Gross/Net ,**per MT **CIF ASWP**
* Price - **$xxxxxxxxxxxxxxxx USD** per MT **FOB**: Novorossiysk/Vladivostok/Rotterdam/ Primorsk.
* **UREA:**
* Quantity MINIMUM 100.000 – MAXIMUM 500.000 MT x 12 months
* Price - **$xxxxxxxxxxxxxxxxxxx Gross/Net ,**per MT **CIF ASWP**
* Price - **$xxxxxxxxxxxxxxx USD** per MT **FOB**: Novorossiysk/Vladivostok/Rotterdam/ Primorsk.

***THE COMMISSIONS WILL BE PAID BY THE BUYER, WITH THE FOLLOWING DISTRIBUTION:***

* 50%: Seller Side- Closed to xxxxxxxxxxxxxxxxxxxxxxx*

* 50%:Buyer side - Buyer Mandate and Buyer Intermediaries.*

*The commission of the Platt’s price is paid by the Buyer and is the same that in fixed price and has the same*

*distribution.*

**Procedures: Dip & Pay FOB: Dip Test on Seller tank before injection into buyer hire tank**

**1.BUYER ISSUES ICPO +NCNDA/IMPFA + COMPANY PROFILE to the Sales Director of:**

**Xxxxxxxxxxxxxxxxxxxxxxxxxxxx via:**

**2) Seller issue Commercial Invoice (CI) for Buyer to countersign and return to Seller signed CI along TSA for Seller approval.**

**3) Seller Approve buyer TSA and issue POP documents to Buyer: Commitment to supply, Certificate of Origin, Q&Q done by indigenous lab at port of Origin, ATS (Authorization to Sell) License certificate, Statement of availability of product, Notice of Readiness (NOR) to Commence Injection of the Product.**

**4) Buyer provide to Seller Tank Storage Receipt(TSR), Authorization to Verify (ATV), Readiness to Receive Fuel (RTR) and send to Seller.**

**5) Seller confirm buyer tank and verify buyer tank then Seller issue to buyer Dip Test Authorization(DTA), Tank Storage Receipt (TSR), Authorization to Verify (ATV) to enable buyer verify the fuel in Seller tanks.**

**6) Buyer engages SGS to conduct Q&Q dip Test Inspection on the Product on Seller tank to check the Quality and Quantity of the fuel before injection can to take place to be sure the product match the Specification for international Standard product.**

**7) Seller inject fuel into buyer tank and buyer confirm the fuel and buyer Pays by MT103 against SGS report**

**8) Seller issue Title ownership documents to buyer**

**9) The commissions will be paid by the BUYER, against IMFPA with the following distribution:**

**• 50%: Seller Side - Closed to xxxxxxxxxxxxxxxxxxxxxxxxx**

**• 50%: Buyer side - Open to Buyer Mandate and Buyer Intermediaries.**

**10) Seller issue contract to buyer for signing and buyer sign and return same back to Seller.**

**11) Seller open 2%PB to buyer to guarantee the contract shipments and buyer open BG to guarantee the contract shipments and buyer make payment against Q&Q done by SGS report with Commercial Invoice on each slot tank**

**12) Buyer will pay 5% to Seller as penalty if the buyer fails to performed and default while Seller will pay 5% to Buyer as penalty if the Seller fails to performed and default.**

**PROCEDURES FOR CIF ASWP CONTRACT**

1. **BUYER ISSUES ICPO +NCNDA/IMPFA + COMPANY PROFILE and to the Sales Director of:**

**Xxxxxxxxxxxxxxxxxxx via: xxxxxxxxxxxxxxxxxxxxxxxxx**

**2. Seller Issues Contract Open for Amendments.**

**3. Buyer Counters Sign and Seals the Contract and Sends Via E-Mail to Seller.**

**4. Seller issue proforma invoice and Partial POP documents to buyer via Seller Official email address to Buyer Official Email address on listed below:**

**A. Copy of License certificate**

**B. Copy of Statement of Availability of the product.**

**C. Copy of Proforma Invoice, Commitment to supply, Certificate of Origin, Q&Q done by indigenous lab at port of Origin, ATS (Authorization to Sell)**

**5. Buyer Within three (3) banking Days, Buyers bank Send Swift Operative Irrevocable Confirmed Bank Guarantee Via Swift MT760 or MT700 to Seller sister (Fiduciary) company bank outside Russia and send swift copies to Seller.**

**6. Seller issue Invitation letter and arrange invite the buyer to come and inspect the goods at port of loading (Optional if the Buyer decided to Come down but it can still be skip) and Seller 2%PB to buyers for Guarantee Monthly shipment and Commences and issue full POP and shipping documents Including (against shipment Documents (Q88, SGS report certificate, Bill of Lading), and test report Q88, SGS report certificate, Bill of**

**Lading,**

**A. Copy of Commercial Invoice.**

**B. Copy of Approval to License certificate.**

**C. Copy of Statement of Availability of the Product.**

**D. Copy of the Refinery Commitment to Produce the Product.**

**E. Copy of the Transnet Contract to Transport the Product to the Port.**

**F. Copy of the Port Storage Agreement.**

**G. Copy of the Charter Party Agreement(S) To Transport the Product to Discharge Port.**

**H. Dip test Authorization, Tank receipt and SGS report.**

**I. Copy of Vessel Questionnaire 88**

**J. Copy of Bill of Lading.**

**K. Certificate of Origin.**

**L. Allocation Transaction Passport Code Certificate [ATPCC]**

**M. The customs formalities, and test report to buyer/Bank.**

**7. Ship arrives at port destination port and conduct inspection on the goods and Buyer release payment to seller bank after inspection at port 100% payable for each shipment within 3 banking days upon the cargo passed SGS and receipt of all the relevant payment documents.**

**8. The commissions will be paid by the BUYER, against IMFPA with the following distribution:xxxxxxxxxxxxxxxxxxxxxxx**

**TERMS OF SALE SPOT FOR VESSEL**

**Procedures: Dip and Pay**

**1) BUYER ISSUES ICPO +NCNDA/IMPFA + COMPANY PROFILE and to the Sales Director of:**

**Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx via: xxxxxxxxxxxxxxxxxxxxx**

**2) Seller issue Commercial Invoice (CI) and Draft MT760/BG POF for Buyer to countersign and return**

**3) Seller issue POP documents to Buyer: Commitment to supply, Certificate of Origin, Q&Q done by indigenous lab at port of Origin, ATS (Authorization to Sell) License certificate, Statement of availability of product, Notice of Readiness (NOR) to Commence Injection of the Product**

**4) Buyer issue POF Operative Bank Guarantee via MT760 to financial company(Fiduciary) bank outside Russia and send swift copy to Seller.**

**5) Seller Financial company verify the MT760 and sponsor Seller to provide the said funds for this project and to enable Seller pump fuel into buyer own Vessel and Seller send to buyer the follow documents: DTA/ATV/ SGS/ Q88/ BL/TSR to buyer and authorized Buyer makes dip test in Vessel.**

**6) Buyer conduct dip test of the fuel on the Vessel by SGS and make payment via T/T or MT103 of the fuel against Q&Q By SGS Report to Seller bank account**

**7)Seller issue Title documents to buyer**

**8) The commissions will be paid by the BUYER, against IMFPA with the following distribution: • 50%: Seller Side - • 50%: Buyer side - Open to Buyer Mandate and Buyer Intermediaries**

**-----WE DO NOT ACCEPT ANY ICPO WITH OTHER PROCEDURE-----**

***These procedures, prices and conditions, are not negotiable.***

***The Seller only accepts documents submitted with its format, If the*** ***Buyer's request, we can send ICPO, and NCNDA / IMPFA templates used by the Seller.***

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| --- | --- |
| ***Best regards:***  | *REFINERY / SUPPLIER:* *REPRESENTED BY:**TITLE:* |

*REFINERY / SUPPLIER:*