



АДРЕС:

MANAGEMENT COMPANY:

450077, республика Башкортостан, город Уфа

1123242, Moscow, Novinsky Boulevard, 31

**RUSSIAN DIESEL OIL 50 PPM.**  
 ул. Карла Маркса, д. 30, корпус 1  
 Тел: 8(347) 262-26-07, 8(347) 262-21-60

Tel: +7(495) 205-1287

**ISSUED MONDAY JULY 01<sup>ST</sup> 2019, VALIDITY FRIDAY 05<sup>TH</sup> OF JULY 2019.**  
 8(347) 262-58-85, 8(347) 262-44-48  
 8(917) 757-01-62

Emails: post@Bashneft-Dobycha.ru

CONTRACT №: 889022BASNEF.

TRANSACTION CODE: 0055867BASNEF.

REF: 7790000BASNEF.

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

### SALES AND PURCHASE AGREEMENT

#### RUSSIAN DIESEL OIL 50 PPM

Delivery Terms	:	CIF - SUBIC BAY, ZAMBALES, PHILIPPINES
Origin	:	RUSSIAN FEDERATION
Product	:	RUSSIAN DIESEL OIL 50 PPM
Trial shipment	:	<b>50.000 METRIC TON FIRST ORDER</b>
Contract	:	50.000MT METRIC TON PER MONTH
Price Basis	:	US \$270 Gross MT/Net US\$260. Per MT
Commission	:	BUYER SIDE \$ / SELLER SIDE \$ (PAYABLE BY SELLER)
Date of Issue	:	July 01, 2019
<b>Expiration Date</b>	:	<b>05th July 2019</b> (If not signed and returned by buyer, this Agreement will be automatically terminated)

This Agreement is made on this June 01, 2019 and entered into by and between the Seller and Buyer whose names and information details are set forth immediately below.

#### SELLER COMPANY:

Company	BASHNEFT-DOBYCHA (LLC)
Legal Address	123242, Moscow, Novinsky Boulevard, 31.
Registration No	INN: 0277106840 / OGRN: 1090280032699
Represented by	Mr. Rustem Bakirov Ilgizovich
Position	General Director
Telephone	Tel: +7(495) 205-12-87/ +7(347) 262-26-07,
E-mail	post@Bashneft-Dobycha.ru

#### BUYER COMPANY:

Company Buyer	
Legal Address	
Registration No	
Represented by	
Position	
Tel/Fax	
E-mail	

@Bashneft-Dobycha.ru

032699

ОБЩЕС

**CLAUSE 1 – SUBJECT OF THE CONTRACT**

1.1 The Seller has sold, and the Buyer has bought hereinafter referred to as the Goods, originating in the Russian Federation, quality whereof to conform to Appendix No. 1 to the present Contract, to be delivered on terms CIF- **Subic Bay, Zambales, Philippines**

1.2 Total quantity of the Goods sold and purchased under this Contract constitutes  $\pm 5\%$  metric tons (at the buyer's option).

1.3 Quantity of the Goods delivered on terms CIF- (50,000 MT **Trail**, And Then 50,000MT Monthly Shipments for a Period of 12 Months **initial** with possible rolls and extensions. Total QTY: 650.000 Metric Ton – For Twelve months. With possible rolls and extensions)  $\pm 5\%$  metric tons as per Spot Shipment

1.4 The Parties hereby acknowledge use of vessels of tonnage not less than 50,000 MT PER MONTH SHIPMENT  $\pm 5\%$  for the 12 months' shipment lifting

1.5 The following documents shall be considered an integral part of Contract: Annex A – Quality Specification of the Goods;

1.6 The discharging ports are: **Subic Bay, Zambales, Philippines**

1.7 The Parties agree that solely for the purpose of the contract total value calculation of delivery for the amount price of the Goods shall be determined as \$270/MT US dollars CIF per metric ton.

1.8 The first Shipment Value Amount \$13,500,000.00 US Dollars)

**CLAUSE 2 – QUALITY**

2.1 The quality of the Goods delivered under this Contract shall meet the specification indicated in Annex A to the present Contract.

2.2 The Parties agree that an independent surveyor, according to the terms stated herein, shall conduct quality and quantity inspection of the Goods onboard of the vessel at the loading port.

2.3 The Parties agree that inspection costs as shown in the surveyor's invoice in the port of loading shall



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: post@Bashneft-Dobycha.ru

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

be borne by the Seller and deducted from first month shipment value and inspection costs as shown in the surveyor's invoice in the port of discharge shall be borne by the Buyer.

### **CLAUSE 3 – DELIVERY TERMS**

3.1 Date of the Bill of Lading for the Goods loaded shall be considered as the date of delivery of the Goods.

3.2 Delivery Term: CIF--Delivered Ex Ship (named port of destination), i.e. Delivery on board the port of destination (designated port of destination) means that the seller shall hand over the goods to the buyer for disposal but do not handle the import customs clearance procedures to complete the delivery. Among them, the continued delivery is completed. The seller must bear all risks and expenses before the shipment of the goods to the designated port of discharge.

### **CLAUSE 4 – PRICE AND TERMS OF PAYMENT**

4.1 Price of the Goods sold under this Contract is calculated in \$270 US Dollars per Metric Ton on terms CIF- Subic Bay, Zambales, Philippines

4.2 The price of the Goods with Sulphur content, 0.5 max % from VLADIVOSTOK is based on CIF Philippines per Payment.

4.3 Payment Documents: The payment for the product is made on arrival at buyer's port by MT103 on verification and confirmation of the documents below.

1. Full set of Bill of Lading
2. Certificate of Origin, 1 copy;
3. Time sheet, 1 copy;
4. Certificate of Quality and quantity made by SGS at the buyer's port.
5. Invoice, 3 originals 1 copy;
6. The third party documents other than the Invoice Parties are acceptable;
8. The seller put 110% insurance for each vessel. Insurance document, 3 copies;
9. Certificate of Quantity and quality issued by CIQ at discharge port.

### **CLAUSE 5 CIF– TERMS & TRANSACTION PROCEDURES:**

5. 1. Buyer issues ICPO with letter of acceptance to seller upon receipt of soft corporate offer.
- 5.2. Seller issues Sales Purchase Agreement, (SPA) and open for amendment for buyer review.
- 5.3. Buyer reviews draft agreement and returns to seller sign in word format and PDF format.



АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: post@Bashneft-Dobycha.ru

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

5.4. Seller acknowledged and submit the contract to the Ministry for legalization on seller expense.

5.5. Seller issues Partial proof of product (PPOP) as stated below approved by the appropriate ministry including the legalized contract to buyer via Email as regular buyer upon notarization on seller expense.

Dear Costumer our records shows that the management of  
Are not among our regular buyer so therefore buyer bear the cost of the documents notary. \$(14700) USD

FRESH SGS REPORT BASED ON INTERNATIONAL ANALYTICAL REPORT,  
LEGALIZED CONTRACT FROM THE MINISTRY.

COPY OF THE TANK RECEIPT OF THE PRODUCT

COPY OF THE CERTIFICATE OF ORIGIN

CHARTER PARTY AGREEMENT for both parties to endorse (note seller pay the full vessel cost)

ATSC/AUTHORIZATION TO SELL& COLLECT

COPY OF THE COMPANY REGISTRATION CERTIFICATE,

COPY OF THE STATEMENT OF THE PRODUCT AVAILABILITY.

COPY OF THE REFINERY COMMITMENT TO SUPPLY.

5. 6. Upon the confirmation of the listed partial PPOP, Buyer bank issues Non-operative letter of credit (DLC/MT700) covering the first shipment value. (Buyer's bank option).

5.7. Seller issues all shipping documents & BILL OF LADING to Buyer in accordance to instrument presented by Buyer's bank. Seller's bank replies with 2% PB to activate the letter of credit issued by the Buyer bank.

5.8. Buyer confirms shipping documents with vessels captain while Seller effect delivery to buyer destination according to contract. The SGS inspection will be borne by the Seller at the loading seaport and Buyer at the Unloading seaport then Shipment commences as per contract.

5. 9. Buyer's bank upon arrival of the cargo at the discharge port, payment will be made for the Product by the buyer via MT103 100% after (Q& Q) or CIQ report Inspection at Discharge port

5. 10. Seller will release payments to the intermediaries involved within 48 hours of receiving the Payment for the product from the Buyer's bank.

#### **CLAUSE 6 – DELIVERY AND ACCEPTANCE**

6.1 Delivery and acceptance of quantity of the Goods shall be executed in accordance with the requirements of the present Contract through transfer of the Bill of Lading to the Buyer.



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: [post@Bashneft-Dobycha.ru](mailto:post@Bashneft-Dobycha.ru)

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

6.2 The quality of the Goods delivered under the present Contract shall be indicated in the Quality Certificate issued by an independent surveyor (SGS) at the port of loading.

6.3 Quantity and quality assessments of the Goods by the appointed Surveyor Company shall be carried out by the appointed surveyor in accordance with methods and procedures commonly used in the oil industry practice and accepted at the port of loading, and, however, at all times, shall strictly comply with the revised ASTM/IP International standards and procedures.

6.4 Latest revised edition of ASTM tables shall be used for conversion of observed volumes of the Goods to the volumes at the standard temperature and for conversion of volumes to weight.

6.5 Each tanker lot of the Goods shall be accompanied with the Full set of 3/3 clean on board bill of lading marked: "freight payable as per Charter Party". Each original to be hand signed by master or vessel's agent at the port of loading

6.6 At the time of the vessel loading inspected samples shall be taken from the auto sampler or flow-meter. Sampling shall be performed according to the standard procedure accepted at the given port. Samples taken in such manner shall be thoroughly mixed, put into bottles and sealed.

6.7 One part of each of these samples filled into not less than two bottles and sealed by the Seller or their appointed representative, shall be placed on board of the tanker under the care of the Vessel Master for delivery to the Buyer or his nominated representative at the port of discharge. The other part of the same samples filled into not less than two bottles shall be sealed by the Vessel Master and delivered to the Seller.

6.8 The samples taken in both such manner shall be considered as the inspected samples after the loading.

#### **CLAUSE 7 – DELIVERY ADVICE**

7.1 Seller should notify the buyer of the chartered ship's particulars (general dimensions, cargo system arrangement, maximum unloading capacity rate, cargo tanks capacities at 98% loaded, manifolds sizes and reductions available on board), her name, tonnage, flag, draught, on



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: [post@Bashneft-Dobycha.ru](mailto:post@Bashneft-Dobycha.ru)

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

board quantities etc, and the service time over 15 years is unacceptable., also notify the buyer contact person of the shipping agent at the discharge port. This information must be provided to the buyer at five (5) days prior to the seller's vessel nomination, so as to assure compliance at the buyer's discharge port.

7.2 Vessels chartered by Seller shall in all respects meet discharging port rules and regulations in terms of seaworthiness, otherwise, or and any damages caused by non-compliance with such rules and regulations shall be imposed on the Seller.

7.3 Within 5 international bank working days after the seller loaded his vessel, shall send the shipping advice to buyer and the agent by fax. The documents include:

- 7.1. Code of contract and copy of commercial invoice;
- 7.2. Original copy of inspection report for quantity and quality issued by SGS at loading port;
- 7.3. Name of vessel, voyage, name of loading port and date of departure;
- 7.4. Original copy of B/L, number and issue date;
- 7.5. Estimated date of arrival;
- 7.6. Insurance Company and policy number.

#### **CLAUSE 8 – COMPENSATION FOR POLLUTION**

8.1 The vessel carries a certificate of insurance as described in the civil liability convention for oil pollution damage;

8.2 The vessel has in place insurance cover for oil pollution no less in scope and amounts than available under the rules of P&I clubs entered into the international group of P&I clubs.

#### **9. INSURANCE**

9.1 Seller, at his own expense, shall procure a policy with a first class marine insurance institute to cover the 110% (one hundred and ten percent) of the value of the cargo. The insurance policy will cover all risks of loss or damages to said cargo, including war, hijacking, explosion, shortage etc. From the time the cargo has passed the ships manifold at the loading port. A copy of the said policy is to be submitted to buyer.



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: post@Bashneft-Dobycha.ru

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

9.2 Marine insurance will cover all risk, of loss or damage to said cargo, including war, hijacking, explosion and goods' not arriving at the buyer's designated port etc. until cargo commences to pass the ship's manifold flanges at the discharge port.

## **10. CLAUSE LAYCAN-LAYTIME-DEMURRAGES**

### 10.1 Lay-can

Seller and buyer hereby agree on the lay cans at buyer designated discharge port(s).

### 10.2 Lay time

10.2.1 Buyer warrants that seller's nominated vessel(s) will be allowed to discharge her cargo within two hundred and sixteen (216) free running hours SHINC' plus six (6) hours nor, but start to count of the Lay time will according with the GENCON C/P 1994

10.2.2 Notice of readiness (N.O.R) shall be given, on ship's arrival at the buyer's designated discharge port(s), by the ship's master to buyer and/or agent, by radio, cable or by hand, at any time including Saturdays, Sundays and holidays.

10.2.3 Time spent for customs/ health/ port authority formalities for ship and goods, pilot age from anchorage area to berth, mooring, or crossing river mouth, shall not to count as Lay time.

### 10.3 DEMURRAGE

10.3.1 Demurrage at the unload port(s), if any and according to above mentioned if caused by the buyer, will be paid by the buyer. Otherwise, it is paid by the seller. Demurrage will be counted in accordance with charter party.

10.3.2 If the vessel arrives at the discharge terminal ahead of the range of days, this notice shall only be effective as from 00.01 hours on the first of these days, unless the discharge terminal begins to discharge the vessel before such time. In the case of a vessel arriving later than the range of days accepted, the discharge terminal will use his best efforts to minimize the delay to discharge. However, in such cases, lay time will only start to count upon vessel being all fast in berth.

## **11. CLAUSE CLAIMS**



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: [post@Bashneft-Dobycha.ru](mailto:post@Bashneft-Dobycha.ru)

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

11.1 If the quality or quantity of the goods at the discharging port inspected by CIQ does not conform to the Contract Specification, claims for quality or quantity shall be submitted to the Seller within 2 (two) month of the date of delivery.

Any claim made after that the Seller shall not accept date, and the Buyer shall have no right to resort to Arbitration.

11.2 The Buyer shall submit the following documents for claims consideration:

Timesheet;

1 Copy of Notice of Readiness;

Bill of Lading photo copy plus one copy of original;

Certifications of quality and quantity issued from independence inspection organization;

Certificate of Origin;

Certificate of Unloading;

Act of flow-meter passing

11.3 In case independent Inspection proves that the chemical composition of any consignment does not conform to the specification agreed in the present Contract, the Buyer shall accept such consignment with reduction in price as agreed by the Parties. If the Buyer fails to inform the Seller within 60 (sixty) calendar days of the date of arrival of the Goods to the port of dispatch in written form or (by fax) supplying all necessary copies of inspection reports proving inferior quality of the tanker lot as compared with the Quality Specification of the Goods set forth in this Contract, such tanker lot of the Goods shall be declared by the Seller as conforming to the agreed quality and no further claim shall be accepted from the Buyer for consideration.

11.4 If the Seller receives a written claim with respect to quality, quantity of a tanker lot of the Goods within the stipulated period of time in accordance with the terms of this Contract, he shall have the right to agree with the Buyer as regards the discount in the price for such lot of the Goods or other compensation not limited in the discount.





## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: [post@Bashneft-Dobycha.ru](mailto:post@Bashneft-Dobycha.ru)

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

11.5 In the event of failure to deliver of a tanker lot of the Goods in the time period agreed by the Parties the Seller shall be liable for penalty payments at the rate of 0.3% (zero point three percent) of such tanker lot value per each day of delay. Total amount of penalty payments cannot exceed \$5/MT (two percent) of the non-delivered Goods value at which time a breach of Contract is declared automatically.

11.6 Any penalties stipulated in the present Contract imposed on one of the Parties shall be paid to the damaged Party within 5 (five) international banking days of the date of acknowledged instance of according Contract breach.

## **12. CLAUSE FORCE – MAJEURE**

12.1 As regards the terms of delivery of the Goods under this Contract, the regulations of the International Chamber of Commerce, Paris, France shall apply to Force-majeure circumstances.

12.2 Neither of the Parties shall be liable for complete or partial non-performance of obligations, if such non-performance resulted from Force-majeure circumstances such as fires, floods, strikes, wars (whether wars declared or undeclared), riots, embargoes, accidents, restrictions imposed by any governmental authority (including protection, quotas, priorities, requisitions and price control) and any other circumstances which are beyond control of the contracting Parties and have arisen after conclusion of the present Contract.

12.3 If any of above mentioned circumstances directly affects performance of the obligations in the period of time determined by the present Contract, the time for performance of obligations shall be extended correspondingly by the period for which such Force-majeure circumstances persisted.

12.4 In the case the Force-majeure circumstances persist for more than 30 (thirty) days, the Parties shall have the right to cancel this Contract partially or completely. In this case neither of the Parties shall have the right to claim any compensation from the other Party for possible losses.

12.5 A certificate issued by the Chamber of Trade and Commerce of the corresponding country shall serve as a sufficient proof of approach and duration of the Force-majeure circumstances.

## **13. CLAUSE ARBITRATION**



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: post@Bashneft-Dobycha.ru

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

13.1 The present Contract is a purely commercial deal concluded in accordance with International rules related to preparations, interpretation, execution of legality and any other issues regarding performance of the present Contract including customary norms of honesty, confidentiality adopted by the International Chamber of Commerce (ICC), Paris, as well as temporary suspension of deliveries due to force-majeure circumstances. Should the Parties fail to reach an agreement as regards any aspect of performance of the present Contract the Parties agree to submit the matter to Arbitration Court?

13.2 All disputes or controversies which may arise out of the present Contract shall be settled at the Arbitration Court in accordance with the rules and procedures of the stated Arbitration Court.

13.3 Decision of the stated Arbitration Court shall be final and binding upon both Parties.

#### **14. CLAUSE ORDER OF ASSIGNMENT**

14.1 The property and risk on the product shall pass to the Buyer as the product passes Vessel's first (1st) permanent hose connection at loading port.

14.2 The Parties may assign their rights and responsibilities under the present Contract to third parties only upon written approval of the other Party.

#### **15. CLAUSE SPECIAL CONDITIONS**

15.1 The Parties hereby agree that all terms, which are not specifically confirmed and agreed upon in this Contract, have to be referred to the general rules of the ICC INCOTERMS Edition 2000 with latest amendments.

#### **16. CLAUSE CONTRACTUAL VALIDITY PERIOD**

16.1 The present Contract comes into force on the day of its signing by the Parties and shall remain valid until full settlement in respect to the contractual payment.

#### **17. OTHER CONDITIONS**

17.1 After the present Contract signing all previous negotiations and correspondence between the Parties shall become null and void.

17.2 Any written alterations and appendices to this Contract shall be valid only if they are signed by both Parties.

17.3 All signed Appendices and Additions are an integral part of the present Contract.



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: post@Bashneft-Dobycha.ru

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

17.4 Except for the cases, expressly stipulated in the present Contract, neither of the Parties should bear responsibility for indirect losses, which have arisen as a result of performance (non-performance) of the obligations under the present Contract.

17.5 All taxes, customs and other duties connected with performance of this Contract levied before the point of receipt of the Goods (par. 1.1.) shall be paid by the Seller.

17.6 All taxes and duties levied after the point of receipt (par. 1.1) shall be paid by the Buyer.

17.7 The original of this Contract exists in English and Russian languages in six copies, three for the Buyer, and three for the Seller, all having equal legal power.

17.8 Coordination of terms of the present Contract made in writing and verified by signatures and seals of

Bank Name	AGRICULTURAL BANK OF CHINA
Bank Branch	GUANGXI
Bank Address	No. 3 Xinhua Road, Pingxiang City, Guangxi.
Account Name	BASHNEFT-DOBYCHA (LLC)
Account Number	20051101040005849
SWIFT CODE	ABOCCNBJ200

the Parties' representatives shall be acceptable.

17.9 Grammar mistakes and misprints, if such are present, shall not be considered as contradictions.

17.10 Any information contained herein constitutes a commercial secret, shall be kept confidential and shall not be disclosed by the Parties.

**SELLER'S BANK INFORMATION**

**BUYER'S BANK INFORMATION**

Bank Name	
Bank Branch	
Bank Address	
Account Name	
Account Number	
Swift Code	
BANK OFFICER	
Bank TEL/FAX	
Officer Email	

**ANNEX A**

**SPECIFICATION OF THE PRODUCT RUSSIAN D2 DIESEL FUEL 50PPM**



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: post@Bashneft-Dobycha.ru

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

## RUSSIAN ORIGIN DIESE EURO 4 (50PPM)

PARAMETER	TEST METHOD - IP/ASTM	LIMITS
Specific Gravity 15/15 deg C Density @ 15°C. Kg/l)	PNS ASTM D4052	0.820 min - 0.860
Distillation, 90% recovered, °C, Max	PNS ASTM D86	370 max
Color (ASTM)	PNS ASTM 1500	2.5 ax
Flash Point (deg. C), °C, Min	PNS ASTM D93	55
Kinematic Viscosity, mm <sup>2</sup> /s @ 40°C	PNS ASTM D445	2.0 – 4.5
Cetane Number, Min. or Derived Cetane Number. Min	PNS ASTM D976	50
Total Sulphur, mg/kg, Max.	PNS ASTM D5453	50
Water and Sediments, % Vol. Max	PNS ASTM D2709	0.10
Copper strip corrosion, 3h @ 100°C, Max	PNS ASTM D130	No. 1
Lubricity @ 60 C, (corrected wear scar diameter), Microns, Max	PNS ASTM D6079	460
Water content % by volume Max	PNS ASTM 6304	0.05
Carbon residue on 10% Distillation residue, % mass, Max	PNS ASTM D189	0.15

## \_ANNEX B

## DELIVERY SCHEDULE OF "RUSSIAN D2 DIESEL FUEL 50PPM"

Monthly	Year	Qty monthly	Loading Port/ Discharge Port
July	2019	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
August	2019	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
September	2019	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
October	2019	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
November	2019	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
December	2019	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
January	2020	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
February	2020	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: post@Bashneft-Dobycha.ru

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

March	2020	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
April	2020	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
May	2020	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
JUNE	2020	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
JULY	2020	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF SUBIC BAY, ZAMBALES, PHILIPPINES
<b>TOTAL:</b>	<b>12 Deliveries</b>	50,000MT, RUSSIAN D2 DIESEL FUEL 50PPM	Russian Far East Port VLADIVOSTOK)/CIF QINGDAO PORT CHINA

The parties hereby agree to respect the mentioned "Sales and Purchase Agreement" accepted "Russian D2 DIESEL FUEL 50PPM). signed and sealed as below on date: 01/07/2019 under penalty of perjury to perform sales and purchases agreement Conditions.

## SIGNED BY



*Rustem Bakirov*  
RUSTEM BAKIROV ILGIZOVICH  
GENERAL DIRECTOR  
BASHNEFT-DOBYCHA

BUYER SIGNATURE

Sample used by fraudsters



INTERNATIONAL CHAMBER OF COMMERCE  
38 Cours Albert 1er 75008 Paris, France  
Tel +33 1 49 53 2828  
INTERPOL IP CRIME UNIT INTERPOL GENERAL SECRETARIAT  
200, quai Charles de Gaulle, 69006 Lyon, France  
Fax: +33 (0) 4 72 44 72 21 Website: www.INTERPOL.int  
Fax: +33 (0) 4 72 44 72 21 Website: www.INTERPOL.int

АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60

MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

8 (347) 262-26-07, 8 (347) 262-21-60 J. Edgar Hoover Building W. Washington,  
D.C. 20535-0001  
8 (917) 757-01-62  
Investigations@fbi.gov <http://www.fbi.gov/majcases/fraud/fraudschemes.htm>

Emails: [post@Bashneft-Dobycha.ru](mailto:post@Bashneft-Dobycha.ru)

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

Mr.

This warning letter is an attempt to impress upon both parties the seriousness of misrepresentation of facts as presented in any documents relevant to the transaction you are working on together. "Fraud is generally defined in the law as an intentional misrepresentation of material existing fact made by one person to another with knowledge of its falsity and for the purpose of inducing the other person to act, and upon which the other person relies with resulting injury or damage. Fraud may also be made by an omission or purposeful failure to state material facts, which nondisclosure makes other statements misleading." - <http://definitions.uslegal.com/f/fraud/>

To the seller - It is fraud to present an offer to sell a product that you do not have or provide a service you are not qualified to provide, to incorrectly specify the properties of the product, or to omit information that would influence the decision of the buyer whether or not to buy the product. To the buyer - It is fraud to present yourself as a legitimate buyer when you do not have the resources or intent to complete. To both the buyer and seller - It is fraud to present information or promise to any broker in a transaction with the intent of circumventing the broker or brokers at any time during or after the contract has successfully been concluded. It is equally an act of fraud to cancel or terminate negotiations with the intent of restarting them without the brokers' participation.

If any party is found to have committed fraud by any other party in the transaction, civil and criminal remedies are possible. After attempting to address the actions through negotiation and direct contact a criminal complaint may be filed with appropriate law enforcement agencies in any and all jurisdictions of parties involved. Complaints may also be filed with the diplomatic missions of the parties involved in all countries with parties involved. The injured party or parties may expose the fraud publicly by various means. Finally, the injured party or parties may seek legal recourse in any civil court of competent jurisdiction.

By signing this letter, you indicate that you understand the consequences of committing fraud, and affirm to deal fairly and honestly with full disclosure of facts that would influence the other party's decisions with regards to your products and service.



RUSTEM BAKIROV ILGIZOVICH  
GENERAL DIRECTOR  
BASHNEFT-DOBYCHA(LLC)