

AGREEMENT NO.BPPL/IMPORTS/007/_____/2012_____

AGREEMENT FOR SALE AND PURCHASE OF PRODUCT

This Agreement is made, on the _____

BETWEEN

_____, a company, incorporated under the Laws of _____, having its office at _____, (hereinafter referred to as the "Seller", which expression shall, where the context so admits, include its successors-in-interest and permitted assigns) of the First part.

AND

Byco Petroleum Pakistan Limited, a company incorporated under the Laws of Pakistan having its office at The Harbour Front, 9th Floor, Dolmen City, HC-3, Block 4, Marine Drive, Clifton, Karachi, Pakistan (hereinafter referred to as the "Buyer", which expression shall where context so admits, include its successors in interest and assigns) of the Second part.

The Buyer and the Seller are collectively referred to herein as the "parties" and the term "party" shall mean either the "Buyer" or the "Seller".

WHEREAS:

- a) The Buyer invited on _____, 2012 calling for the offers for the supply of **Jet A-1** during the month of January, 2012 in accordance with the terms of this Agreement;
- b) The Seller submitted its offer dated _____ and the Buyer and the Seller have agreed that Seller shall supply and Buyer shall purchase from Seller such a quantity of the Product as mentioned in the Clause 2 below.

NOW THEREFORE, in consideration of the mutual benefits to be derived and the representations, conditions and promises herein contained, and for lawful consideration and intending to be legally bound the Parties hereby agree as follows:

1. Definitions

In this Agreement, unless the context shall otherwise require, the following words and expressions shall have the meaning set out hereunder:

"Bid Document" means the complete set of documents along with its Appendices, Attachment(s), Annexures and schedules issued by Buyer in relation to the invitation of Bids mentioned above. All appendices, annexures, attachments and schedules of the Bid Document are deemed to be the part of this Agreement.

"Agreement" means this Agreement for Sale and Supply of the Product and amendments made thereto in writing from time to time.

"Product" or "**Jet A-1**" the terms used interchangeably and mean the product to be supplied under this Agreement and description/specification thereof stated in this Agreement.

"Bill of Lading" or "B/L" means document executed by the master of the vessel acknowledging receipt of goods containing terms and conditions for transportation of the goods to a stated destination.

"Charter Party or C/P" means the agreement entered into between Seller_ and Vessel Owners for use of the vessel for transportation of the Product from the Load Port to the Discharge Port.

"Cost and Freight" or "C&F" means amount of L/C consisting of cost of the Product to be imported/supplied and amount of freight incurred on transportation of the Product from the load port to the Discharge Port.

"Discharge Port" or "Delivery Port" means ports of Karachi Pakistan (Keamari/ Port Qasim (FOTCO)).

"Health, Safety, Security and Environment or HSSE" means the laws and regulations of Pakistan and/or policies and rules of the Buyer on protection of health, safety, security and environment.

"Layday" or "Laytime" means the period of time as determined by the Buyer within which the vessel is required to be loaded or discharged.

"Letter of Credit or "L/C" means the letter of credit to be opened and established by the Buyer in favour of Seller for import and supply of the Product on C&F basis. Format of the L/C is given in Annexure "F" to this Agreement.

"Metric Ton" or "M/T" means the mass of the Product equal to 1000 kg in air.

"Rs. or Rupees" means the lawful currency of Pakistan.

"US \$ or US Dollars" means the lawful currency of the United States of America.

"Working Day" means the day on which operational activities at the Discharge Port are taking place.

"Business Day" means the day on which banks in Pakistan are permitted to be open for banking business.

"Documents" means any documents, certificates, diagrams, records, books or accounts (including computer data) relating to this Agreement.

"Grade" means the grade of the Product as specified by the Buyer.

"Specifications" mean that the specifications of the Product as given in Annexure "A" to this Agreement. However, the Buyer has the right to make change(s) in the specifications of the Product and the applicable date of which shall be decided with the mutual consent of Parties.

"Certificate of Quality" or "COQ" means a certificate issued by manufacturing refinery in respect of the quality and specifications of the Product supplied under this Agreement.

In this Agreement:

- i) headings are for convenience only and shall be ignored in construing this Agreement;
- ii) the singular includes the plural and the masculine shall include the feminine and vice versa;
- iii) reference(s) to Clauses, Annexures and Schedules unless the context otherwise requires, is/are reference(s) to Clauses, Annexures and Schedules, to this Agreement;
- iv) reference to a person shall be construed as references to an individual, firm, company, unincorporated body of persons, statutory corporation or any governmental instrumentality or agency thereof;
- v) unless the context otherwise requires, any reference to a statutory provision shall include such provision as from time to time is modified or re-enacted or consolidated; and
- vi) in the event of any conflict or inconsistency between the terms of this Agreement and any Annexure(s)/ Schedule(s) hereto, the terms of this Agreement shall prevail in all respects over the terms of the Annexure(s)/ Schedule(s) hereto.

2. Quantity, Schedule, Delivery, Nomination, Laytime & Demurrage:

- 2.1 The Seller shall supply the Product of quantities and in accordance with the schedule of deliveries as detailed in Annexure "B" to this Agreement.
- 2.2 Save the volume of the Product purchase of which is optional and subject to requirements of the Buyer, the Buyer reserves the right to change the volumes of the Product as mentioned in Annexure "B" at its sole option within a tolerance limit of plus/minus 5% such that it makes a vessel load. In case of purchase of optional cargoes the Buyer reserves the right to change the volumes on its sole option within a tolerance limit of plus/minus 5% such that it makes a vessel load
- 2.3 Seller confirms that it is familiar with the draught, size, and limitations of ports at Karachi, Pakistan. The present criterion for acceptance of vessels at Karachi ports is detailed in Annexure "C". However, the Seller represent that it is familiar with and shall cause to comply with all applicable Port Authority and Government of Pakistan regulations in force. Seller shall be responsible to ascertain and familiarise itself with any changes in the limitations or acceptance criteria of Discharge port and the regulations of the Government of Pakistan.
- 2.4 Seller also confirms that it is familiar with the restrictions by Government of Pakistan on the origin of the imports and all related rules and regulations. Seller shall also be responsible to ascertain and familiarise itself with any changes introduced by the Government of Pakistan from time to time.
- 2.5 Not less than ten (10) days prior to delivery, Seller will provide a five (5) days discharge window to the Buyer along with the cargo size to be discharged. Seller will also indicate its preferred three (3) days discharge window.
- 2.6 Not less than seven (7) days prior to delivery, Buyer shall narrow down the abovementioned five (5) day discharge window to three (3) day Laycan.
- 2.7 Changes to any specific discharge windows can be requested by the Buyer by giving a reasonable notice but not less than five (5) days in any case from the first date of original Laycan. Seller will endeavour to comply with the request and will revert within two working days. In case Parties fail to agree on the changed discharge window the original discharge window will stand. Seller shall subject to Clause 2.2 above notify to the Buyer of the quantity (plus/minus 5%) of the Product, the Seller expects to deliver within 24 hours of each vessel's arrival at the Discharge Port but in any event prior to vessel setting sail from the Load Port. Not less than three days (3) days prior to opening of LC Seller shall advise the Buyer by cable/telex/fax the details (Questionnaire 88) of each vessel depicting details such as name, LOA, draught on arrival at Discharge Port, TPI, beam, displacement, flag ,age etc along with the Charter Party (C/P)Terms, the name of the Load Port, Loading laycan and Load Port acceptance of loading laycan / date to enable the Buyer to confirm acceptance of the vessel. Buyer will not accord acceptance of the vessel without Questionnaire 88 and C/P Terms. Buyer reserves the right to ask the Seller to amend any unfavourable term in the C/P. Within two (2) working days of receipt of said nomination along with Questionnaire 88 and the C/P Terms the Buyer shall advise the Seller of its acceptance or rejection. If Buyer rejects any nomination of the vessel as not being in accordance with the terms and conditions of this Agreement, Seller shall substitute such vessel with a revised nomination and notify the Buyer within two (2) working days of receipt of advice of rejection as aforesaid for Buyer's acceptance/rejection within a similar period. In case of acceptance of the vessel by the Buyer, the Seller will immediately submit formal C/P Agreement signed with the Vessel Owners based on C/P Terms acceptable to the Buyer. In case signed C/P Agreement is not received, the Buyer will not proceed with opening of LC. All delays in opening of LC as a result of non submission of signed C/P Agreement leading to any demurrage(s)/ other financial consequence / penalties shall be on Seller's account. Delays caused as a result of the above procedures shall not absolve Seller from compliance with its obligations under this Agreement.
- 2.7.1 Notwithstanding anything contained herein, Seller shall not start loading of the Vessel without formal intimation to the Buyer. Such intimation shall reach the Buyer twenty four (24) hours in advance before the start of loading. In case the Seller proceeds with loading without informing the Buyer, the Buyer will have the right to reject the cargo and shall not be liable to make any payment(s) pertaining to cargo / penalties or any other financial consequence and all costs associated with cargo purchase will then be on Seller's account.

- 2.7.2 Buyer shall have the right to be present at the Load Port through its authorised employee(s) or representative(s), or to appoint an independent inspector at the time of taking of measurements or samples of the Product to ensure and check quality and quantity thereof. The costs associated with the appointment of an inspector shall be borne by the Buyer. Seller shall provide all necessary facilities to the authorised employee(s) or representative(s) of Buyer or the independent inspector nominated by it enabling him/them to carry out his/their job. Buyer and Seller may also agree upon mutual consent on joint appointment of an independent inspector to carry out measurements or samples of the Product to ensure and check quality and quantity thereof both at the load port and / or discharge port. In this case both Buyer and Seller will share 50% of inspection fees.
- 2.8 The Seller shall through master arrange to report by radio/telex/fax to Buyer or his Agents at the Discharge Port 96, 72, 48, 36 and 24 hours before arrival thereby stating the expected date and hour of arrival of the vessel. The cost and consequences of the delay if any caused in berthing of any vessel as a result of non-receipt of any one of the above notices will be on Seller's account.
- 2.9 For Customs purposes the Seller shall twenty-four (24) hours prior to the arrival of vessel provide to the Buyer non-negotiable document such as B/L, COQ and Ullage Reports. In case of failure to provide the required documents, waiting time shall be on Seller's account.
- 2.10 Upon arrival at the outer anchorage of Discharge Port, the master or his agent shall give the Buyer's agent a notice of readiness ("NOR") by letter, telegraph, wireless that the vessel is ready to discharge, berth or no berth.
- 2.11 Laytime shall commence upon the expiry of six (6) hours after vessel's arrival in berth and shall cease upon disconnection of hoses.
- 2.12 If any vessel tenders for unloading on a date earlier than the accepted range of Laydays of arrival as intimated by the Buyer, the vessel shall await its proper turn and Laytime shall not commence until commencement of discharge from the vessel.
- 2.13 If any vessel tenders for unloading on a date later than its accepted three days range of arrival, the Laytime will start on commencement of discharge from the vessel.
- 2.14 Buyer shall be allowed following Laytime SHINC plus six (06) hours at the Discharge Port for unloading a full cargo:

| Port | Cargo Size | Laytime |
|---------|--------------------|-----------------------|
| Keamari | Upto 16,000 tonns | 54 (Fifty Four) hours |
| Keamari | Above 16,000 tonns | 60 (Sixty) hours |

- 2.15 A full cargo represents a cargo quantity offered by the Seller in accordance with Clause 2, irrespective of the size of the vessel employed for transportation of the said cargo. Any delay due to the vessel's condition or breakdown or inability of the vessel's facilities to unload cargo within the time allowed shall not count as used Laytime. If regulations of the Discharge Port authorities prohibit berthing of the vessel at night, time so lost shall not count as used Laytime. Time consumed in respect of the following activities shall not count as used Laytime or demurrage, if any vessel is on demurrage:
- 2.15.1 Vessel's proceeding from anchorage to the berth.
- 2.15.2 Vessel's placing gangway.
- 2.15.3 In handling slops or ballast.

- 2.15.4 Any delay by the vessel in the commencement of discharge attributable to the vessel / Seller after the Seller's conveying notice of readiness to discharge the cargo.
- 2.15.5 Delay in berthing on account of low tide and any interruption in unloading due to bad weather.
- 2.15.6 If regulations of the Port Authorities prohibit berthing of the vessel at night, or there is declared holiday at the discharge Port, time so lost shall not count as used Laytime. Further, in case discharge of the vessel is discontinued due to declared holiday at the discharge port, then the period of holiday shall not be included in the Laytime.
- 2.16 Notwithstanding to the contrary contained herein, Buyer shall not be liable to pay any demurrage for the period when Port Authorities prohibit berthing of the vessel at night, or there is declared holiday at the discharge Port. Subject to the foregoing, Buyer shall pay demurrage per running hour and prorate for a part thereof for the period that unloading and used Laytime exceeds the allowed Laytime as elsewhere specified herein. If the Laytime allowance is exceeded, demurrage shall be payable at the single voyage Charter Party (C/P) of the vessel loading the cargo in question. Demurrage terms and conditions will be in accordance with the same single voyage C/P. In the absence of single voyage C/P, the demurrage rate shall be agreed by Buyer and Seller at the time of vessel nomination and the demurrage terms and conditions will be in accordance with or AFRA applicable for the vessel for the month of discharge, whichever is lower. If the Seller vessel is carrying less cargo than that for any reasons over which Buyer has no control, the basic demurrage rate (as WS 100) shall be calculated based on actual cargo loaded plus 1000 Long Tons or DWT of the vessel, whichever is lower. This will be escalated to the approved Charter Party demurrage rate or AFRA applicable, whichever is lower. If the vessel used for supply is on a time charter, the demurrage rate will be as per AFRA (clean) applicable for the month of discharge. If the rate of demurrage stipulated in any approved Charter Party ("C/P") is on a lump sum basis, then the basic demurrage rate at WS 100 shall be calculated based on the actual cargo load plus 1000 Long Tons or DWT of vessel, whichever is lower and this will be escalated to the freight rate (expressed in world scale percentage in the C/P) for the voyage performed, or AFRA applicable on date of commencement of unloading, whichever is lower. If however, demurrage shall be incurred at Discharge Port by reason of fire, explosion, storm or by a strike, lock-out, stoppage or restraint of labour, the rate of demurrage shall be reduced to one-half of the amount stated in the C/P. The Buyer shall not be liable for any demurrage for delay caused by strike, lockout, stoppage or restraint of labour or Master, officers and crew, vessel or tug boat or pilot. The Buyer shall also not be liable for any demurrage for delay caused by fault or failure of the vessel or if unloading is suspended for vessel's and / or Seller's purposes. Buyer shall pay demurrage per running hour and prorate for a part thereof for the period that unloading and used Laytime exceeds the allowed Laytime as elsewhere specified herein.
- 2.17 Buyer shall have the right of shifting Seller's vessel from one berth to another on payment by Buyer of all towage and pilotage for shifting to other berth charges for running lines on arrival at and leaving that berth, wharfage and dockage charges at that berth, additional agency charges and expenses, customs overtime and fees and any other extra port charges or port expenses incurred by reason of using more than one berth. Time consumed on account of shifting shall count as used Laytime but, if it is necessary to shift the vessel off the berth because of breakdown of machinery or other deficiency of the vessel or its crew, the resulting expenses shall be for the vessel's account and the time consumed for such shifting shall not be counted as used Laytime and vessel shall lose her regular turn in berth.
- 2.18 Subject to the terms and conditions of this Agreement, Seller may, after having nominated a vessel which is accepted by Buyer, substitute another vessel meeting with Agreement requirements provided Seller gives written notice thereof to Buyer not less than three (3) days prior to the latest accepted date of arrival of the vessel in question at load port. Vessels should not be more than 15 years in age, should not violate Pakistani laws and regulations and should conform to limitations of the Load and Discharge Ports. Seller shall nominate vessel, which must be acceptable to Buyer; such acceptance shall not be unreasonably withheld. For the avoidance of doubt, Buyer shall be entitled to reject Seller's nominated vessel if it does not pass Buyer's internal safety vetting procedure or that of any of Buyer's receivers. Vessels shall have all cargo tanks thoroughly cleaned of all sludge and water before commencement of loading. All vessels should be capable of discharging their full cargo in 24 hours at pressure as required by the receiving terminal or shall maintain

at all times a pressure of 10 Bar at 50 Degree C. Delays caused by slow pumping will be adjusted while calculating the demurrage.

- 2.19 Seller / Master of vessel shall flush all shore lines whenever required by Buyer or his agent(s).
- 2.20 All bills of lading issued for cargo shall be "clean-on-Board" Bills not subject to C/P or other exceptions/conditions contrary to or inconsistent with the provisions of the Agreement.
- 2.21 Neither Seller / Master / Charterer / Ship owner or any other person having any interest / control in / over any vessel shall have any right / power to exercise any lien/charge on the cargo for any reason whatever and such stipulation shall be expressly included in any C/P. Supplier shall indemnify Buyer and make good any losses sustained by the Buyer due to any lien/charge on the cargo.
- 2.22 Transportation of the Product shall be subject to the provisions of ASBATANKVOY except to the extent that this is specifically and expressly modified, varied or amended herein. In the event of any inconsistency or conflict between the provision hereof and those of the approved C/P the provisions hereof shall prevail to the extent of such inconsistency or conflict.
- 2.23 Seller / Master shall obtain from the Buyer and the Buyer shall provide the "No Objection" berthing letter before berthing of vessel. Subject to Clause 2.11, 2.12, 2.13 and 2.14 above, if after the issue of said letter any vessel fails to berth for any reason other than non-availability of the berth at the first available high tide, then notwithstanding anything to the contrary contained herein, Laytime shall commence on commencement of discharge from the vessel.
- 2.24 For the purposes of calculating Laytime and demurrage at Discharge Port, the statement of fact (Tankers Discharge Report) shall be prepared by an independent surveyor jointly by Buyer or his agent and Seller / Master or their agents and as between the Parties this shall be considered as final and binding.
- 2.25 Notice for demurrage should be submitted within 60 days and a complete claim along with following supporting documents shall be submitted to the Buyer within 90 days from the date of completion of the discharge of the cargo failing which any such claims shall be deemed to have been waived and will not be payable by the Buyer:
 - 2.25.1 Invoice for the amount being claimed
 - 2.25.2 The NOR
 - 2.25.3 Statement of Fact
 - 2.25.4 AFRA for the month of tanker Berth
 - 2.25.5 Berthing Certificate of Karachi Port
 - 2.25.6 Karachi Port Shipping Intelligence
 - 2.25.7 Signed C/P Agreement
- 2.26 International Code for the Security of Ships (ISPS)
 - 2.26.1 Sellers shall procure that the vessel shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) and where the loading port is within the USA and US territories or waters, with the US Maritime Transportation Security Act 2002 (MTSA).
 - 2.26.2 The vessel shall when required submit a Declaration of Security (DoS) to the appropriate authorities prior to arrival at the discharge port.
 - 2.26.3 Notwithstanding any prior acceptance of the vessel by the Buyer, if at any time prior to; the arrival of

the vessel at the discharge port the vessel ceases to comply with the requirements of the ISPS code or MTSA:

- a) Buyer shall have the right not to berth such nominated vessel at the discharge port and any demurrage resulting shall not be for the account of the Buyer.
- b) Seller shall be obliged to substitute such nominated vessel with a vessel complying with the requirements of the ISPS Code and MTSA. If title and risk to the cargo on board the vessel has already passed to the Buyer, such title and risk shall be deemed to have reverted to the Seller.

3. Title and Risk

- 3.1 The cargo shall be at Buyer's risk once it passes the flange connecting the shore pipelines with the vessel's intake pipes/valves at discharge Port. Title and property in The Product comprised in each cargo shall pass to the Buyer upon receipt of and acceptance by the Buyer of documents of title of the cargo/The Product or just prior to entry of the vessel into the territorial waters of Pakistan whichever is sooner. However Title and Risk of the Product shall automatically stand reverted back to the Seller if the Product fails to comply with Buyer's specification detailed in Annexure "A" of this Agreement.
- 3.2 Each Party shall indemnify and hold the other Party, including its Affiliates, harmless and keep the indemnified Party fully and effectively indemnified against any loss, damage, claim or action to any property of the indemnified Party or any injury to or death of any employee of the indemnified Party caused by the negligence or manifest error of the first mentioned party, its directors, employees, agents, or agreementors.
- 3.3 Notwithstanding clause 3.2 above, the indemnities granted therein shall not apply to any loss or damage whatsoever caused by the wilful misconduct of the Party seeking to rely on such indemnity. ("Wilful misconduct" means any intentional, conscious or reckless disregard to good and prudent management and operation of facilities similar in nature).

4. Specifications / Quality of the Product

- 4.1 Specifications and quality of The Product shall be in accordance with the respective specifications and quality as set out in Annexures "A" of this Agreement and shall be subject to any amendments which Buyer may seek from time to time in consultation with Seller.

5. Agreement Price

- 5.1 Prices are required to be quoted CFR Karachi basis. The FOB component of the price is required to be based only on the mean of five (5) days high and low quotations centered on the relevant bill of lading ("B/L") date as published in Platt's European Marketscan under heading "FOB Arab Gulf" for 'Kero'. If there is no publication of Platt's European Marketscan, Platt's AP/AG Marketscan shall be used to calculate the "FOB component". If there is no publication of Platt's under the heading of "FOB Arab Gulf" for 'Kero' on the relevant bill of lading date the 2 (two) effective quotations immediately before the relevant Bill of Lading and 3 (three) effective quotations after the relevant Bill of Lading date shall apply.
- 5.2 Bidders using pricing basis other than the above will be considered "Non-Responsive".
- 5.3 The Agreement prices comprising of FOB premium and freight and subject to the terms hereof shall be as under:

| Month | FOB | Freight | Total |
|-------|--------------|---------|-------|
| _____ | (As per 5.1) | | |

6. Payment

6.1 Payment of the price for each cargo of the Product shall be made after completion of discharge at the Discharge Port. All payments shall be made on presentation of the requisite documents mentioned herein against Letters of Credit (L/C) in the format attached as Annexure "F" established by the Buyer through a Bank in Pakistan. Confirmation of the L/C and confirmation charges, if any, shall be Seller's responsibility and shall be on Seller's account. Opening charges will be to Buyer's account. L/C to be established two (02) days prior to each expected loading date as notified by Seller.. Where the last day for payment falls on a day which is not a Business Day then buyer shall arrange payment on a Business Day immediately following the due date of payment. L/C shall not be opened unless following details are furnished by the Seller:

- 6.1.1 Signed copy of this Agreement;
- 6.1.2 Signed Charter Party Agreement (acceptable to the Buyer);
- 6.1.3 Performa Invoice with Currency and Amount;
- 6.1.4 Complete Name and Address of Beneficiary;
- 6.1.5 Name of Carrying Vessel & Voyage;
- 6.1.6 Questionnaire-88 of the Vessel;
- 6.1.7 LC Advising Bank;
- 6.1.8 Last Date of Shipment;
- 6.1.9 Loading Port;
- 6.1.10 Country of Origin;
- 6.1.11 Origin of Product;
- 6.1.12 Complete Description of Goods;
- 6.1.13 Product H.S Code;

6.2 Any delay in LC opening resulting due to non provision of the any of the above details will be on Suppliers account and the Buyer shall not be responsible for any penalties or any other financial consequences / demurrages etc resulting from such delays.

7.

Documentation

The Seller, for each shipment, at the time of negotiations for payment with negotiating bank, shall furnish the following documents:

The seller shall furnish the following documents for each shipment at the time of negotiations for payment with negotiating bank:

- 7.1.1 Copy of vessel's notice of readiness (NOR) at discharge port served by master of the vessel or his agent.
- 7.1.2 One signed provisional commercial invoice shall be issued immediately after issuing the Bill of Lading stating that the final commercial invoice to be issued in terms of price clause 45a of the L/C and beneficiary shall send scanned copy of provisional commercial invoice along with bill of lading duly supported with the instructions to the local shipping agent for release of delivery order on the email of designated person of the consignee as under:-
 - shoaib.khan@byco.com.pk
 - mohammad.arshad@ssp.com.pk
- 7.1.3 The beneficiary shall send the same set of original documents as mentioned in field 46a clause 2

of the L/C through DHL on the following address of the consignee.

Sourcing & distribution,

Byco petroleum pakistan limited,

7th floor, executive tower,

Dolmen city, marine drive,

Block-4, clifton, karachi,

Pakistan.

- 7.1.4 Two signed original commercial invoices plus four copies bearing this L/C number _____ stating bill of lading date, quantity in bbl and M. Ton, the agreement price CFR Keamari, Karachi Port, Pakistan by vessel MT TBN and showing full price calculation as per price clause in this L/C and showing that merchandise are of xxx origin and drawn on the opener at sight bearing the statement drawn under documentary credit number _____ dated _____ National Bank of Pakistan, Corporate Branch (1862), Chapal Plaza, Hasrat Mohani Road, Karachi, Pakistan.
- 7.1.5 Two original plus four copies of Certificate of Quality issued at Discharge Port
- 7.1.6 3 original plus 6 non-negotiable copies of clean on board Bills of Lading drawn or endorsed to the order of National Bank of Pakistan and notify Byco Petroleum Pakistan Limited, Karachi, Pakistan. Bills of lading to be duly signed by the master or master's agent under his official seal. When signed by agent of the master, master's authority to be submitted for the quantity appearing on Bill of Lading. The bills of lading to indicate "freight prepaid" or "freight payable as per charter party agreement" and destination at Kemari Karachi Port, Pakistan by Vessel MT TBN
- 7.1.7 3 signed copies of Loadport Independent Inspector's full survey report covering tanker cleanliness, products quality and quantity certificates, shore tank measurements before and after loading and measurements of quantity received on ship's experience factor showing last five ports of call with dates and cargoes carried issued by load port surveyor.
- 7.1.8 One original plus 3 signed copies of certificate of origin issued or countersigned by chamber of commerce or other authorised body / organisation/ relevant port authority (issued in the name of applicant as consignee acceptable).
- 7.1.9 3 copies of "Loading Time Sheet" issued by the competent authority.
- 7.1.10 Master's receipt for sealed samples (duly signed by the master or master's agent under his official seal).
- 7.1.11 3 signed copies of "Port Clearance Certificate" issued by the last port of call.
- 7.1.12 3 signed copies of authentic report by shipping intelligence, a. I. Lloyds/insurer of hull and machinery of vessel regarding sinking of vessel. This document is required if the vessel sinks.
- 7.1.13 Three signed copies of "Certificate of Receipted Quantity" issued by independent petroleum inspector at discharge port, stating the name of the product, name of the vessel, bill of lading date, and receipted quantity in metric tons based on shore tank volume and ship proportional Density at 15°C/60°F/Natural.

8. Verification, Measurement, Sampling and Inspection

- 8.1 The determination of quantity and quality of the Product delivered hereunder shall be made by measurement, sampling and testing in the manner customary at the Discharge Port (at Buyer's option) either by the Buyer or by recognised independent petroleum inspectors nominated by the Buyer and approved by the Seller. Such appointment shall be notified in writing to the Seller for each shipment. These inspectors or Buyer, as the case may be, shall prepare and sign certificates as to the quantity and quality of the Product to be delivered under this Agreement. In compliance to the Federal Government Policy, the Oil and Gas regulatory Authority (OGRA) of Pakistan under section 6(2)x of OGRA ordinance, obtaining the quality clearance certificate is mandatory from Hydrocarbon institute of Pakistan (HDIP) prior to discharge / unloading of the vessel. The determination set forth in such certificates shall be conclusive for the purposes of this Agreement as to the quantity and quality received at discharge port subject to hereunder.
- 8.2 The quantity of the Product loaded shall be measured according to the shore tanks immediately before and after loading at Load Port. Correction for variation in temperature shall be made in accordance with the latest version of relevant ASTM-IP Petroleum Measurement Tables and quantity determination shall be by volume at 60 Deg F. Corresponding quantity in LT and MT will be incorporated in the Bills of Lading. Total quantity in metric tonnes will be arrived by converting individual tank volumes to mass as per their respective densities
- 8.3 In case of variation in excess of 0.2% between the quantity of B/L and the quantity actually received after the discharge of vessel after taking into effect the ship's experience factor the Buyer will be entitled to lodge a claim and receive payment from the Seller for the short received quantity.
- 8.4 The Seller shall draw three composite samples each (of minimum 2 litres each) of the Product from the shore tank(s) from which the vessel is being loaded or from the vessel connection hose while loading and after loading from vessel's each tank and jointly seal the same along with the Master of the vessel. Two of the jointly sealed samples shall be handed over to the Master of the vessel and one each retained by the Seller for future reference if need be.
- 8.5 Buyer shall have the right to cause independent inspection of the Product both as regard quality and quantity at the Discharge Port in vessel's individual tanks. Such inspection will be carried out by an independent petroleum inspector appointed by the Buyer with the approval of the Seller and such approval shall not be unreasonably withheld. If the seller rejects buyers nominated independent petroleum inspector, seller will provide reasons in writing to buyer for rejecting such nomination. The said inspector will prepare his report with reference to the test results of composite sample drawn from vessel's individual tanks at discharge port in presence of Hydrocarbon Development Institute of Pakistan (HDIP) representatives and that of sealed sample(s) of the product(s) (load port samples) retained by the Master as contemplated under clause 8.4 above. The samples will be tested in the HDIP Laboratory Karachi. The sample will also be tested in the Buyer's Laboratory simultaneously. The test results by HDIP for the composite samples obtained from the vessel's individual tanks at Discharge Port will be final and binding on both Parties with regards to quality of Cargo loaded on board as contemplated in item 8.4 above. In case HDIP remains unable to perform the desired tests due to unavailability of required testing equipment(s) / facilities for any reason, the composite sample will be tested in PERAC Research & Development Foundation (PRD). In such case test results of PRD will be final and binding on both Parties. In case of quality dispute, second retained sample will be tested by HDIP or PRD Laboratory in the presence of nominated representative(s) of the Buyer & the Seller. In case of dispute, test results of second sample by HDIP or PRD laboratory will be final and binding on the parties.
- 8.6 If the second sample is also not found meeting the limits as specified in Annexure "A", Buyer has the right to reject the cargo and Seller will arrange the product at his own risk and cost. All direct and in direct losses suffered by the Buyer as a result of this situation will also be borne by the Seller.
- 8.7 In the event of conflict between the test results of Master, composite sealed sample or individual tanks sample (s) the test results of the latter shall be used as a basis for determination of the quality and specification of the Product as laid down in this Agreement and shall be final and binding on the parties.
- 8.8 Total time taken during re-testing of cargo in case of quality and quantity dispute will not be accounted for any demurrage.

9. INSURANCE:

9.1 Insurance of the cargo will be arranged by the Buyer at its expense through its insurance agents in Pakistan, namely to be informed (TBI). Seller must inform through Fax or Tested Telex the shipping details to TBI and Buyer before the shipment date as follows:

- i. Name of Vessel
- ii. Year of Built
- iii. Flag
- iv. Place of shipment
- v. Expected Sailing Date
- vi. Tentative C&F Amount

The above information must be informed at least three (03) days before and after the actual date of shipment to TBI and Buyer.

10. TAXES AND DUTIES:

10.1 All duties, taxes, levies and other charges on the vessel shall be borne by the Seller.

10.2 All duties and other fiscal levies on the cargo subsequent to entry into Pakistan territorial waters shall be borne by the Buyer. Any other duties, taxes, imposts or charges on cargo at load port or wherever shall be to the account of Seller.

11. ORIGIN & TRADE RESTRICTIONS:

11.1 The Seller shall conform to the policy and regulations of the Government of Pakistan concerning origin of the Product, flag of vessel and other trade restrictions as imposed from time to time.

12. Termination and REMEDIES AVAILABLE TO BUYER:

12.1 In the event of any violation or breach of the terms of this Agreement on the part of Seller, the Buyer (without prejudice to its other rights) shall have the right and shall be entitled at its sole discretion to:

12.1.1 Terminate this Agreement forthwith or forthwith suspend deliveries under this Agreement until further notice on notifying the Seller and claim damages and losses.

12.1.2 Immediately proceed to make alternate arrangements without prejudice to any other remedy or right available to the Buyer for the import of the Product on such terms as may be offered to the Buyer under such alternate arrangement. In such an event, all direct losses, damages and charges sustained or incurred by the Buyer shall be recoverable from the Seller.

12.2 The Seller shall not be liable for any indirect damages or consequential losses.

12.3 The remedies and rights available to the Buyer under the foregoing provisions are cumulative and not mutually exclusive, and any forbearance, or delay in exercising such remedies or rights shall not be construed as a waiver thereof.

13. FORCE MAJEURE:

- 13.1 Notwithstanding anything herein contained, neither the Seller nor Buyer shall be responsible for any failure to fulfil their respective obligations under this Agreement if fulfilment has been delayed, hindered, interfered with, curtailed or prevented by circumstances beyond the control and without the fault or negligence of the Parties or their agents and servants including, but not restricted to, acts of God or the public enemy, perils of navigation, floods, fire, hostilities, executive or administrative orders or acts of either general or particular application of any de jure or de facto Government or any such officer or agent purporting to act under the authority of any such Government, illegality arising from applicable domestic or foreign laws or regulations, blockade, labour disturbances, strikes, riots, insurrections, civil commotion, quarantine restrictions, epidemics, frosts, storms, earthquakes, accident, breakdown or producing, manufacturing, selling or delivery facilities.
- 13.2 Should any of the foregoing events occur, the Party claiming that such event has occurred must inform the other party by notice as soon as possible but not later than two (2) days from the date(s) of any such event (s) and take all steps that are reasonably necessary to mitigate or remove the consequences of the Force Majeure events so that the performance of the Agreement proceeds expeditiously. Where such notice of Force Majeure is not served (supported by official evidence by the party claiming Force Majeure within the period prescribed herein then that party's right to claim Force Majeure for that event will stand irrevocably waived.
- 13.3 If by reason of any of the causes referred to in Clause 14.1 above, availability of the Product to the Seller from its sources is hindered, curtailed or prevented or suspended or transportation facilities are interrupted disabling the Seller from delivering the Product as stipulated under this Agreement, the Parties will consult each other immediately and if no satisfactory agreement is reached, the Buyer will have the option to terminate the Agreement or the affected shipment (s) as the case may be and the Seller will not be entitled to claim any damages / losses / relief as a result thereof.

14. ASSIGNMENT:

- 14.1 This Agreement will not be assigned by the Seller without the prior written consent of the Buyer. The assignor shall nevertheless remain responsible for the proper performance of this Agreement.

15. ARBITRATION & APPLICABLE LAWS:

- 15.1 The Agreement shall be governed by the laws of England and English Law shall be used for interpreting the agreement and for resolving all claims or disputes arising out of or in connection with the agreement (whether based in contract, in tort or on any other legal doctrine). Any such claim or dispute not settled by negotiation shall be settled by arbitration in London to the exclusion of any other forum or jurisdiction, before a single arbitrator agreed upon by both parties or if not so agreed appointed in accordance with the Arbitration Act 1996 as amended from time to time. The arbitration shall be conducted in English, in accordance with the provisions of the Arbitration Act 1996 as amended from time to time, the seat of the arbitration shall be London, England and the arbitration award shall be final without appeal to the courts.

16. MISCELLANEOUS:

- 16.1 Unless otherwise expressly qualified herein, wherever any period or periods of time are specified, the Parties hereto agree that time shall be of essence of the Agreement.
- 16.2 Unless expressly stated herein, the failure of one Party to exercise any option, right or remedy under this Agreement or to demand compliance of any obligation or convenient of the other Party, shall not constitute a waiver of any such option, right or remedy or the performance thereof.
- 16.3 If the Seller should go into winding up or liquidation, becomes bankrupt, or insolvent or makes a composition with his creditors or if a receiver or liquidator is appointed in respect of its undertakings and assets or it should do or suffer any equivalent act or thing under any applicable law, the Buyer may, by written notice, forthwith terminate this Agreement without prejudice to any other remedy available to the Buyer under this Agreement.

- 16.4 This Agreement together with its annexures and schedules represents the entire integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements either written or oral and may be amended only by written instrument signed by both the Parties.
- 16.5 Any loss or damage to any property or to any third party during loading of the Product at the Loadport or during transportation of the Product in a vessel from a Loading port to Discharge Port or during discharge of Product at Port(s) at Karachi, Karachi, caused by any act or omission or fault of the vessel or any person on board the vessel shall not be Buyer's responsibility.
- 16.6 Each of the rights and obligations contained in this Agreement shall be deemed to be distinct and severable so that if one or more such rights and obligations shall be declared or become illegal, void or unenforceable, then the remaining rights and obligations shall (unless the effect is to frustrate the fundamental basis of this Agreement) continue in full force and effect.
- 16.7 Any Notice required under this Agreement shall be served by letter (through Registered Post or courier service) /telegraph/wireless/fax as follows:

To the Seller:

To the Buyer:

M/s Byco Petroleum Pakistan Limited
(Petroleum Marketing Business)The Harbour Front,
9th Floor, Dolmen City,
HC-3, Block 4, Marine Drive, Clifton,
Karachi, Pakistan
Tel: +92 111 222 081
Fax: +92 111 888 081

17. PERIOD OF AGREEMENT:

- 17.1 This Agreement shall commence on the date of its execution and unless terminated earlier under the provisions of this Agreement, shall terminate upon delivery at the Port of delivery of the last shipment of the Product under the terms and conditions of this Agreement. Earlier termination of this Agreement as provided herein shall not affect cargo(es), loading of which has commenced before the date of such earlier termination.

18. BANK GUARANTEE (Not required for this cargo)

- 18.1 Enforcement of any bank guarantee as per Annexure "D" furnished by the Seller shall not adversely affect the rights of the Buyer to recover any further sum from the Seller, if the loss suffered on account of the breach committed by the Seller exceeds the amount guaranteed under the bank guarantee or performance bond nor will this affect in any manner any other rights or remedies available to the Buyer.

IN WITNESS WHEREOF, the parties herein have duly executed this Agreement on the day and year first above written.

SIGNED AND DELIVERED

For and on behalf of the Seller

SIGNED AND DELIVERED

For and on behalf of the Buyer

1. In Presence of

2. In Presence of

PRODUCT GRADE, SPECIFICATIONS AND QUALITY

Issue 24 -1st October 2008

a) British MoD DEF STAN 91-91/Issue 6, Amendment 1 of 25 August, 2008 for Turbine Fuel, Aviation Kerosene Type, Jet A-1, NATO Code F-35, Joint Service Designation AVTUR
b) ASTM Standard Specification D 1655-08a for Aviation Turbine Fuels "Jet A-1"

| Test Title | Test Method | Specifications |
|--|-------------|---|
| Appearance | Visual | Should be clear, bright & visually free from solid matters and undissolved water at ambient temp. |
| Color | ASTM D156 | Report |
| Total Acidity, mg KOH/gm | ASTM D3242 | Max: 0.015 |
| Aromatics, % vol | ASTM D1319 | Max: 25 |
| Hydrogen Contents, % mass | ASTM D3343 | Report |
| Hydroprocessed Fuel in batch, % vol | | Nil or 100 % |
| Sulfur, Total, % mass | ASTM D4294 | Max: 0.3 |
| Sulfur, Mercaptan, % mass | ASTM D-3227 | Max: 0.003 |
| Distillation | ASTM D-86 | |
| IBP, °C | | Report |
| 10 % Recovery, °C | | Max: 205 |
| 50 % Recovery, °C | | Report |
| 90 % Recovery, °C | | Report |
| End Point, °C | | Max: 300 |
| Residue, % vol | | Max: 1.5 |
| Loss, % vol | | Max: 1.5 |
| Flash Point, °C | IP - 170 | Min: 38 |
| Density @ 15°C, Kg/m ³ | ASTM D1298 | 775 - 840 |
| Freezing Point, °C | ASTM D2386 | Max: - 47 |
| Viscosity @ - 20°C, cSt | ASTM D445 | Max: 8.0 |
| Specific Energy, Net, MJ / Kg | ASTM D3338 | Min: 42.8 |
| Smoke Point, mm | ASTM D1322 | Min: 25 |
| Naphthalenes, % vol | ASTM D1840 | Max: 3.0 |
| Copper Corrosion, 2 hrs @ 100°C | ASTM D130 | Max: No. 1 |
| Thermal Stability@ 260°C Control Temp | | |
| JFTOT Filter DP, mm Hg | | Max: 25.0 |
| Tube Deposit Rating (Visual) | ASTM D3241 | Less Than 3 |
| "Peacock" or Abnormal Color Deposit | | None |
| Existent Gum, mg / 100 mL | ASTM D381 | Max: 7 |
| Water Reaction Interface Rating | ASTM D1094 | Max: 1b |
| Microseparometer (MSEP) Rating | | |
| Fuel with Static Dissipator Additives | ASTM D3948 | Min: 70 |
| Fuel without Static Dissipator Additives | | Min: 85 |
| Electrical Conductivity, pS / m | ASTM D2624 | 50 - 600 |
| Particulate Contaminants, mg / L | ASTM D5452 | Max: 1.0 |

Note: The Electric Conductivity being crucial and it should be between 250-350 pS/m, when samples are drawn from vessel tanks at discharge port.

Annexure "B"

PRODUCT QUANTITY AND SCHEDULE OF DELIVERIES

| GRADE | MONTH | QUANTITY | DESTINATION | STATUS |
|----------------|---------------------|----------------------------|--------------------|---------------|
| JET A-1 | JANUARY 2012 | 1 X 9,500 MT +/- 5% | KEAMARI | FIRM |
| JET A-1 | JANUARY 2012 | 1 X 15000 MT +/-5% | KEAMARI | FIRM |

PORT LIMITATIONS AND ACCEPTANCE CRITERIA FOR VESSELS

Deliveries to be made at Keamari Port, Karachi, Bulk Oil Pier – III (in lots of 9,500 tonnes +/- 5%). All vessels must comply with any relevant acceptance criteria and fall within the port limitations. The present Port limitations for vessels are as follows: Maximum Overall Length 850 feet 39 feet draught in salt water, maximum beam 130 feet, maximum dead weight 75,000 tonnes and maximum displacement 95,000 tonnes.

Before loading any cargo of Jet A-1 the Seller should check the parameters of Keamari Port (as applicable), to ensure compliance with such parameters.

Annexure "D"
BID BOND

Specimen of Bank Guarantee

Issue Date:
Guarantee No.
Amount (USD):
Expiry Date:

Byco Petroleum Pakistan Limited
The Harbour Front, 9th Floor, Dolmen City,
HC-3, Block 4, Marine Drive, Clifton, Karachi, Pakistan

Whereas M/s _____ (hereinafter called the BIDDER) has submitted his/their Bid no. _____ Dated _____ for _____ dated _____ (hereinafter called the BID).

KNOW ALL MEN BY THESE PRESENTS that WE _____ having our registered office at _____ hereinafter called "THE BANK" are bound unto BOSICOR PAKISTAN LIMITED (hereinafter called "THE BUYER" in the sum of _____ and for which payment will and truly be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the Bank this _____ day _____ of 2009.

The conditions of this obligation are:

NOT APPLICABLE FOR THIS TENDER

1. If the bidder withdraws the bid, OR
2. If the bidder having been awarded the bid, fails to execute the purchase order/contract from required, OR
- a. Fails or refuses to execute the purchase order/contract from required, OR
- b. Fails or refuses to furnish the performance Guarantee, in accordance with the instructions to Bidders,

We undertake to pay to the Buyer up to the above amount upon receipt of its written demand, without the Buyer having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the Two conditions, specifying the occurred condition or conditions.

This guarantee is valid until _____.

Our maximum liability under this agreement not to exceed the sum _____ and your claim if any lodged in writing at our counters on or before _____ will be paid in local currency at the rate prevailing on the date the claim is lodged..

For and on behalf of
Karachi Branch.

Annexure "E"
PERFORMANCE BOND

FORM OF PERFORMANCE BOND
(TO BE FURNISHED ON STAMP PAPER OF APPROPRIATE VALUE)

BOSICOR PAKISTAN LIMITED herein after called the Buyer has entered into a Agreement with M/S _____ ("herein after called the Seller") for the supply of Petroleum Products, more particularly described in the Agreement (hereinafter called _____ upon terms, conditions and convenient agreed between them and WHEREAS the Seller has signed an Agreement dated _____ (hereinafter called the "Agreement") and WHEREAS M/S _____ (hereinafter called the "Bank") in consideration of the supply of _____ by the Seller to the Buyer has agreed upon to be the Guarantor for the due performance of the Seller of its obligations in accordance with the terms, conditions and convenient of the Agreement including any convenient and alterations therein as maybe mutually agreed between the Buyer and the Seller and to secure all of the Seller's Obligations, liabilities under the Agreement for and in connection with the supply of _____ including particular Seller's obligations to arrange the supply in period(s) specified in the Agreement and WHEREAS it has been agreed that the Seller will furnish _____ in the following amount of US \$ _____ only equivalent to _____

NOW THIS DEED WITNESS _____
breach of any of its obligat
the Seller has failed to pe
binds itself to make uncon
the Seller, in whole or in part and any demand made hereunder by the Buyer shall be conclusive evidence of the Seller's said default.

NOT APPLICABLE FOR THIS TENDER

seller fails to perform or commits a
en demand of the Buyer stating that
tions of the Agreement, irrevocably
he above sum, without reference to

This Bond is valid as of the date hereof and shall be maintained in full force and effect until sixty days after the last date of shipment of _____.

Any Claim(s) under this Bond must be received by the Bank on or before the expiry date. Upon expiry of this Bond, the same shall be returned to the bank.

The obligation of the bank herein shall be that of a Principal Debtor and shall be an unconditional and continuing obligation notwithstanding anytime given, indulgence or forbearance shown and notwithstanding any amendments or alterations made in the obligation or the terms conditions and convenient between the Buyer and the Seller, without assent of the Bank, or otherwise and not withstanding that any claim by the Buyer against the Seller is disputed or contested or referred to arbitration by the Seller.

Jet Fuel LC Format

BYCO PETROLEUM PAKISTAN LIMITED

REQUEST FOR OPENING OF IRROVOCABLE DOCUMENTARY LETTER OF CREDIT ON CFR BASIS FOR

US\$ XXX AS PER FOLLOWING FORMAT

| | | |
|-------------------------------|---|--|
| 50: Applicant | : | M/s BYCO PETROLEUM PAKISTAN LIMITED 9 TH FLOOR, THE HARBOUR FRONT DOLMEN CITY, HC-3, BLOCK 4, MARINE DRIVE CLIFTON, KARACHI – 75600, PAKISTAN |
| 59: Beneficiary | : | XXX |
| 31D (Expiry Date) | : | XXX |
| 32B (Currency) | : | USD: XXX |
| 41D (Available with) | : | XXX "BY NEGOTIATION" |
| 42 P | | |
| (Payment Detail) | : | BENEFICIARY'S MANUALLY SIGNED DRAFT AT SIGHT DRAWN ON XXX BANK |
| 42 D (Drawee Name & Address): | | XXX |

43P (Partial Shipment) : NOT ALLOWED

43T (Transshipment) : NOT ALLOWED

44C (Shipment Date) : **XXX**

44E (Loading From) : XXX

44F (Discharge Port) : KEAMARI KARACHI PORT, PAKISTAN BY VESSEL MT TBN

45A : **CFR XXX**

QUANTITY 9500 MT +/- 5% OPERATIONAL TOLERANCE OF JET A-1
CFR KEAMARI KARACHI PORT, PAKISTAN BY VESSEL MT TBN

PRICE CLAUSE:

PRICE WILL BE QUOTED CFR KARACHI BASIS. THE FOB COMPONENT OF THE PRICE WILL BE BASED ONLY ON THE MEAN OF FIVE (5) DAYS HIGH AND LOW QUOTATIONS CENTERED ON THE RELEVANT BILL OF LADING ("B/L") DATE AS PUBLISHED IN PLATT'S EUROPEAN MARKETSCAN UNDER HEADING "FOB ARAB GULF" FOR 'KERO' PLUS A PREMIUM OF US DOLLAR XXX /BBL. IF THERE IS NO PUBLICATION OF PLATT'S EUROPEAN MARKETSCAN, PLATT'S AP/AG MARKETSCAN SHALL BE USED TO CALCULATE THE "FOB COMPONENT". IF THERE IS NO PUBLICATION OF PLATT'S UNDER THE HEADING OF "FOB ARAB GULF" FOR 'KERO' ON THE RELEVANT BILL OF LADING DATE THE 2 (TWO) EFFECTIVE QUOTATIONS IMMEDIATELY BEFORE THE RELEVANT BILL OF LADING AND 3 (THREE) EFFECTIVE QUOTATIONS AFTER THE RELEVANT BILL OF LADING DATE SHALL APPLY.

46A: DOCUMENT REQUIRED:

THE SELLER SHALL FURNISH THE FOLLOWING DOCUMENTS FOR EACH SHIPMENT AT THE TIME OF NEGOTIATIONS FOR PAYMENT WITH NEGOTIATING BANK:

18.1.1 COPY OF VESSEL'S NOTICE OF READINESS (NOR) AT DISCHARGE PORT SERVED BY MASTER OF THE VESSEL OR HIS AGENT.

18.1.2 ONE SIGNED PROVISIONAL COMMERCIAL INVOICE SHALL BE ISSUED IMMEDIATELY AFTER ISSUING THE BILL OF LADING STATING THAT THE FINAL COMMERCIAL INVOICE TO BE ISSUED IN TERMS OF PRICE CLAUSE 45A OF THE LETTER OF CREDIT AND BENEFICIARY SHALL SEND SCANNED COPY OF PROVISIONAL COMMERCIAL INVOICE ALONG WITH BILL OF LADING DULY SUPPORTED WITH THE INSTRUCTIONS TO THE LOCAL SHIPPING AGENT FOR RELEASE OF DELIVERY ORDER ON THE EMAIL OF DESIGNATED PERSON OF THE CONSIGNEE AS UNDER:-

- SHOAIB.KHAN@BYCO.COM.PK
- MOHAMMAD.ARSHAD@SSP.COM.PK

18.1.3 THE BENEFICIARY SHALL SEND THE SAME SET OF ORIGINAL DOCUMENTS AS MENTIONED IN FIELD 46A CLAUSE 2 THROUGH DHL ON THE FOLLOWING ADDRESS OF THE CONSIGNEE.

SOURCING & DISTRIBUTION,

BYCO PETROLEUM PAKISTAN LIMITED,

7th FLOOR, EXECUTIVE TOWER,

DOLMEN CITY, MARINE DRIVE,

BLOCK-4, CLIFTON, KARACHI,

PAKISTAN.

18.1.4 TWO SIGNED ORIGINAL COMMERCIAL INVOICES PLUS FOUR COPIES BEARING THIS L/C NUMBER _____ STATING BILL OF LADING DATE, QUANTITY IN BBL AND M. TON, THE AGREEMENT PRICE CFR KEAMARI KARACHI PORT, PAKISTAN BY VESSEL MT TBN AND SHOWING FULL PRICE CALCUALTION AS PER PRICE CLAUSE IN THIS L/C AND SHOWING THAT MERCHANDISE ARE OF XXX ORIGIN AND DRAWN ON THE OPENER AT SIGHT BEARING THE STATEMENT DRAWN UNDER DOCUMENTARY CREDIT NUMBER _____ DATED _____ NATIONAL BANK OF PAKISTAN, CORPORATE BRANCH (1862), CHAPAL PLAZA, HASRAT MOHANI ROAD, KARACHI, PAKISTAN.

18.1.5 TWO ORIGINAL PLUS FOUR COPIES OF CERTIFICATE OF QUALITY ISSUED AT DISCHARGE PORT

18.1.6 3 ORIGINAL PLUS 6 NON-NEGOTIABLE COPIES OF CLEAN ON BOARD BILLS OF LADING DRAWN OR ENDORSED TO THE ORDER OF NATIONAL BANK OF PAKISTAN AND NOTIFY BYCO PETROLEUM PAKISTAN LIMITED, KARACHI, PAKISTAN. BILLS OF LADING TO BE DULY SIGNED BY THE MASTER OR MASTER'S AGENT UNDER HIS OFFICIAL SEAL. WHEN SIGNED BY AGENT OF THE MASTER, MASTER'S AUTHORITY TO BE SUBMITTED FOR THE QUANTITY APPEARING ON BILL OF LADING. THE BILLS OF LADING TO INDICATE "FREIGHT PREPAID" OR "FREIGHT PAYABLE AS PER CHARTER PARTY AGREEMENT" AND DESTINATION AT KAEMARI KARACHI PORT, PAKISTAN BY VESSEL MT TBN

18.1.7 PRODUCT INSURANCE ON OPENER'S ACCOUNT. INSURANCE IS COVERED BY APPLICANT THROUGH EFU GENERAL INSURANCE LIMITED, KARACHI, PAKISTAN. SHIPMENT DETAILS TO BE ADVISED BY BENEFICIARY TO EFU GENERAL INSURANCE LIMITED, 311, 3RD FLOOR, CLIFTON

CENTER, CLIFTON KARACHI – 75600, PAKISTAN, AND BUYER WITH IN (02) WORKING DAYS AFTER THE DATE OF SHIPMENT AT THEIR FAX NO. 92-21-111-888-081 REFERRING TO THEIR OPEN POLICY NO. 59132631/0120--. SHIPMENT ADVICE TO THIS EFFECT FROM BENEFICIARY MUST ACCOMPANY ORIGINAL DOCUMENTS.

- 18.1.8 3 SIGNED COPIES OF LOADPORT INDEPENDENT INSPECTOR'S FULL SURVEY REPORT COVERING TANKER CLEANLINESS, PRODUCTS QUALITY AND QUANTITY CERTIFICATES, SHORE TANK MEASUREMENTS BEFORE AND AFTER LOADING AND MEASUREMENTS OF QUANTITY RECEIVED ON SHIP'S EXPERIENCE FACTOR SHOWING LAST FIVE PORTS OF CALL WITH DATES AND CARGOES CARRIED ISSUED BY LOAD PORT SURVEYOR.
- 18.1.9 ONE ORIGINAL PLUS 3 SIGNED COPIES OF CERTIFICATE OF ORIGIN ISSUED OR COUNTERSIGNED BY CHAMBER OF COMMERCE OR OTHER AUTHORISED BODY / ORGANISATION/ RELEVANT PORT AUTHORITY (ISSUED IN THE NAME OF APPLICANT AS CONSIGNEE ACCEPTABLE).
- 18.1.10 3 COPIES OF "LOADING TIME SHEET" ISSUED BY THE COMPETENT AUTHORITY.
- 18.1.11 MASTER'S RECEIPT FOR SEALED SAMPLES (DULY SIGNED BY THE MASTER OR MASTER'S AGENT UNDER HIS OFFICIAL SEAL).
- 18.1.12 3 SIGNED COPIES OF "PORT CLEARANCE CERTIFICATE" ISSUED BY THE LAST PORT OF CALL.
- 18.1.13 3 SIGNED COPIES OF AUTHENTIC REPORT BY SHIPPING INTELLIGENCE, A. I. LLOYDS/INSURER OF HULL AND MACHINERY OF VESSEL REGARDING SINKING OF VESSEL. THIS DOCUMENT IS REQUIRED IF THE VESSEL SINKS.
- 18.1.14 THREE SIGNED COPIES OF "CERTIFICATE OF RECEIPTED QUANTITY" ISSUED BY INDEPENDENT PETROLEUM INSPECTOR AT DISCHARGE PORT, STATING THE NAME OF THE PRODUCT, NAME OF THE VESSEL, BILL OF LADING DATE, AND RECEIPTED QUANTITY IN METRIC TONS BASED ON SHORE TANK VOLUME AND SHIP PROPORTIONAL DENSITY AT 15°C/60°F/NATURAL.

47A (ADDITIONAL CONDITIONS)

- 1. MERCHANDISE ARE IMPORTABLE BY THE APPLICANT UNDER HARMONISED CODE NO. 2710.1912 AND NATIONAL TAX NO. 33-01-0815616-6 WHICH SHOULD APPEAR ON INVOICE ALONG WITH L/C NUMBER AND DATE.
- 2. DOCUMENTS DATE PRIOR TO THE DATE OF THIS CREDIT NOT ACCEPTABLE.
- 3. PHOTOCOPY IN LIEU OF COPIES DOCUMENTS ARE ACCEPTABLE.
- 4. ONE SET OF THE ABOVE DOCUMENTS SHOULD BE SENT DIRECTLY TO THE BUYER AND THE REST OF THE DOCUMENTS SHOULD BE PRESENTED TO THE BANKERS AT THE APPROPRIATE TIME.
- 5. IF ANY PAYMENT FALLS DUE ON A NON-BANKING DAY IN PAKISTAN AND / OR IN THE COUNTRY OF CURRENCY OF L/C, PAYMENT SHALL BE MADE ON A BANKING DAY IMMEDIATELY FOLLOWING THE DUE DATE OF PAYMENT.

6. ALL DUTIES, TAXES, LEVIES AND OTHER CHARGES ON THE VESSEL SHALL BE BORNE BY THE SELLER. ALL DUTIES AND OTHER FISCAL LEVIES ON THE CARGO SUBSEQUENT TO ENTRY INTO PAKISTAN TERRITORIAL WATERS SHALL BE BORNE BY THE BUYER. ANY OTHER DUTIES, TAXES, IMPOSED OR CHARGES ON CARGO AT LOAD PORT OR WHEREVER SHALL BE TO THE ACCOUNT OF SELLER.
7. DOCUMENTS MUST BE PRESENTED FOR PAYMENT FOR FULL INVOICE VALUE OF SHIPMENT AS PER THE PRICE CLAUSE OF THIS CREDIT.
8. CHARTER PARTY BILL OF LADING / TANKER SHIP BILL OF LADING AND / OR BILL OF LADING SIGNED BY THE MASTER OR AGENT AND NOT INDICATING THAT THEY HAVE BEEN ISSUED BY A NAME CARRIER ARE ACCEPTABLE.
9. TYPOGRAPHICAL AND SPELLING ERRORS SHALL NOT TO BE CONSIDERED AS DISCREPANCIES EXCEPT FOR AMOUNT, QUANTITY AND BILL OF LADING.
10. THIRD PARTY DOCUMENTS EXCEPT INVOICE AND BILL OF EXCHANGE ARE ACCEPTABLE.
11. COMBINED CERTIFICATE OF QUANTITY AND QUALITY ARE ACCEPTABLE.
12. INVOICE QUANTITY WILL BE B/L QUANTITY, IN CASE OF VARIATION IN EXCESS OF 0.2% BETWEEN THE QUANTITY OF B/L AND THE QUANTITY ACTUALLY RECEIVED AFTER THE DISCHARGE OF VESSEL AFTER TAKING INTO EFFECT THE SHIP'S EXPERIENCE FACTOR THE BUYER WILL BE ENTITLED TO LODGE A CLAIM AND RECEIVE PAYMENT FROM THE SELLER FOR THE SHORT RECEIVED QUANTITY.
13. NON-NEGOTIABLE / HOUSE FORWARDERS BILL OF LADING IS NOT ACCEPTABLE.
14. THE SELLER SHALL CONFIRM TO THE POLICY AND REGULATIONS OF THE GOVERNMENT OF PAKISTAN CONCERNING ORIGIN OF THE PRODUCT, FLAG OF VESSEL AND OTHER TRADE RESTRICTIONS AS IMPOSED FROM TIME TO TIME.
15. SHIPMENT ON ISRAELI/INDIAN FLAG VESSEL NOT ALLOWED.
16. IN THE EVENT THAT THE VALUE OF THE CLAIM EXCEEDS THE LC VALUE, THIS WILL NOT BE VIEWED AS DISCREPANCY, BUT THE BANK WILL ONLY PAY THE MAXIMUM AMOUNT COVERED UNDER THIS L/C. I.E XXX (+ / - 10 PERCENT)
17. IN CASE IF ALL THE ABOVE MENTIONED SHIPPING DOCUMENTS AS MENTIONED IN FIELD 46A AND 47A UNDER THIS LC ARE NOT AVAILABLE THEN PAYMENT SHALL BE EFFECTED ON PRESENTATION ON FOLLOWING DOCUMENTS.
 - A) BENEFICIARY'S TWO ORIGINAL PLUS FOUR COPIES OF COMMERCIAL INVOICE MADE IN ACCORDANCE WITH CLAUSE NO 4 OF FIELD NO. 46A

- B) FULL SET OF ORIGINAL BILL OF LADING
- C) TWO ORIGINAL PLUS FOUR COPIES OF CERTIFICATE OF QUALITY ISSUED AT DISCHARGE PORT.

71B: ALL BANK CHARGES INSIDE PAKISTAN ARE ON LC APPLICANT'S ACCOUNT AND ALL BANK CHARGES OUTSIDE PAKISTAN, IF ANY, ARE ON BENEFICIARY'S ACCOUNT. CONFIRMATION TO BE ADDED ON BENEFICIARY'S ACCOUNT.

48: DOCUMENT MUST BE PRESENTED WITHIN 21 DAYS FROM BILL OF LADING DATE.

49: **XXX**

72: **SENDER TO RECEIVER INFORMATION**

1. THIS IRREVOCABLE DOCUMENTARY CREDIT IS SUBJECT TO THE UCP FOR DOCUMENTARY CREDIT (2007) ICC PUBLICATION NO. 600.

Authorized Signatory

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