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**SALES & PURCHASE AGREEMENT DRAFT**

**END- SELLER**

Company Name: Trafalgar Holding USA & Latine America LLC (Supplier Enerplus TTO)	
Address:	
Country: U.S.A.	
Phone:	
Represented by:	
Title: Director:	
(Hereinafter referred to as "Seller")	Email: Export@Trafalgarfuels.com

**END-BUYER**

Company Name	
Address	
Email	
Phone	
Represented by	
Title	
Country	

**WHEREAS**, the Parties mutually desire to execute this Contract, which shall be binding upon and inure to the benefit of the Parties, their legal representatives, Successors and Assignees, in accordance with the jurisdictional law of the negotiated and fully executed Contract with terms and provisions hereunder agreed upon.

**WHEREAS SELLER and BUYER**, under full corporate or trust authority and responsibility, respectively represent to each other on the date hereof that the Seller is the lawful owner of the Commodity, in the quantity and quality hereunder specified, and the Buyer has the full capability to purchase the said Commodity

<b>DEFINITIONS</b>
<b>METRIC TON:</b> A measure of weight equivalent to one-thousand-kilogram mass (1,000kg).
<b>Commodity:</b> Referred to as being <u>KAZAKHSTAN EN590 10PPM GASOIL</u> ) elsewhere in the Agreement also referred to as which specifications are detailed in the “Addendum № 1” which is an integral part of this Contract.
<b>DAY:</b> Means a Calendar Day, unless differently specified.
<b>MONTH:</b> Means a Gregorian calendar month.
<b>CALENDER QUARTER:</b> Period of three (3) consecutive months – 1st January 1st April 1st July or 1st October.
<b>ASTM:</b> American Society for Testing and Materials, is the institute, internationally recognized, that approved all Standards, Tests and Procedures used in the petroleum industry and to be referred in The Agreement to the latest revised edition with amendments in force to date.
<b>OUT TURN:</b> The quantity and quality of the product ascertained, according to the ASTM procedures, on completion of the discharge operations. The so determined out-turn quantity and quality is the base on which the amount will be computed for the payment of the product effectively delivered to the Buyer.
<b>BILL OF LADING:</b> The official document, issued at the load port after completion of the loading operations, stating, among other things, the ship's loaded quantity, expressed in Metric Tons (MT) per the definitions herein. This document has to be signed in original by the ship’s Master and made out in accordance with the instruction hereinafter specified in this contract.
<b>DISCHARGE TERMINAL:</b> The safe port/berth designated by the Buyer as final receiving destination.
<b>C.I.F:</b> Cost Insurance and Freight strictly as referred to in the interpretations defined by the INCOTERMS Edition 2000 with latest amendments.
<b>DELIVERY DATE:</b> The date mutually accepted by both Seller and Buyer as the date on which the nominated international Surveyor Company has ascertained the quantity and quality of the product unloaded into the Buyer’s designated discharge terminal facilities.
<b>PROOF OF PRODUCT:</b> Document issued by authority entity and should be confirmed with bank responsibility. Whereas Seller and Buyer, under full corporate or trust authority and responsibility, respectively represent to each other on the date hereof that the Seller is lawful Seller of the commodity, in the quantity and quality hereunder specified, and the Buyer has the full capability to purchase the said commodity.

## **ARTICLE 1 - SCOPE OF THE CONTRACT**

The Seller and Buyer, under full corporate authority and responsibility, respectively represent that one part is a lawful owner of the commodity in quantity and quality as hereunder specified, and the other has the full capacity to purchase the said commodity.

The following documents will be considered as an integral part of the present contract:

Addendum №1 - Quality Specification.

Addendum №2 - Schedule of Deliveries’ TBD

## **ARTICLE 2 - COMMODITY**

2.1. (PRODUCT NAME) having the contractual minimum guaranteed specifications as per Addendum № 1.

## **ARTICLE 3 – QUANTITY**

- 3.1. The Spot quantity of the commodity sold and purchased under this contract Metric Tons (QTY), with a variation of plus minus five percent (+/-5%) at Seller's option as Addendum №2.
- 3.2. Seller and Buyer hereby agree to deliver and accept the above quantity in partial shipments with reference to provisions set out in ARTICLE 8 (Delivery).
- 3.3. That the validity of the allocation assignment, as reported in the above ARTICLE 3.2 is subject to the acceptance by the Seller of the Buyer's financial instrument.
- 3.4. The actual quantity of each shipment of (PRODUCT NAME) shall be assessed by the independent surveyor at the loading port on completion of each loading operation. This assessed quantity shall be used for computing the amount to be paid to the Seller.

#### **ARTICLE 4 – TIME PERIOD**

- 4.1. The duration of this contract is for a period of Twelve (12) months, consecutive calendar months OR end of allocation with rolls and extensions to 5-Years. One Month as (SPOT)
- 4.2. The first delivery shall take place within fifteen twenty (15-20) days from the date of the acceptance and verification of the Buyer's financial instrument.
- 4.3. The time period for the conclusion of each monthly supply shall terminate once the final batch of the current monthly lot has been assessed as the final batch and not exceed thirty (30) days.

#### **ARTICLE 5 - QUALITY**

- 5.1. For the full duration of the contract, the Seller guarantees that the quality of the product will conform to the guaranteed specification indicated in Addendum № KAZAKHSTAN (PRODUCT NAME) which constitutes an integral part of this contract.

#### **ARTICLE 6 – PRICE: As agreed upon CIF basis**

- 6.1. The price shall be a fixed price of Gross \$\$\$ per MT, **PORT NAME** for the entire contract period the price for this contract.
- 6.2. The Buyer undertakes to nominate a delivery port(s) CIF. Both parties agree to set the price by using the above Unit price.

#### **ARTICLE 7 – BANKING TRANSACTION PROCEDURES**

**Warning:**

**Time is of the essence when “SPA” is issued as the Banking and Assigned Allocation to Buyer is time sensitive matters.**

1. Buyer confirms Price offer & Procedure; Buyer issues an official ICPO and copy of CEO’s passport identification and company CIS including **import license copy**.
2. Seller issues Draft Sales and purchase Agreement (SPA) to buyer within 7 days.
3. Buyer returns signed SPA and provides **MT799/MT199** Bank to Bank for funds confirmation.
4. Seller reviews signed contract acknowledged and legalize it through the ministry of energy. Cost of legalization must be borne by the Seller.
5. The below notarized listed **PPOP** by the Kazakhstan Ministry of energy, released for buyer’s confirmation. **(a) Refinery Commitment to Supply the Product**  
**(b) Certificate of Origin.**  
**(c) Seller Certificate of Incorporation.**  
**(d) Quality and Quantity Report (Product Passport)**  
**(e) Statement of Product Availability from Refinery**
6. Seller releases to buyer the above-listed Partial POP Documents.
7. Buyer instructs his bank to issue DLC-MT700 / SBLC-MT760 **“Transferable”** to seller’s bank Account in USA. **JPMorgan & Chase N.A. Swift Code # CHASUS33**
8. **Buyer, within Five (5) days sends agreed swift**, negotiable to sellers Nominated bank. The DLC-MT700 or SBLC-MT760 shall be, payable upon presentation of the documents specified in the procedure, and shall not be activated unless and until the commodity is complete discharged at the destination port(s), and the Buyer confirms the quantity and quality of the commodity through CIQ/SGS inspection report.
9. If the buyer fails to MT700 or MT760 within 5 banking days, the contract will be terminated.
10. Within 72/hrs. of the DLC-MT700 /SBLC-MT760 Confirmation, Seller Sign CPA and releases, **FULL POP** for custom formalities to Buyer’s Bank, and 2% Performance Bond (PB) to Buyer. A guarantee of monthly shipment, alongside the below list of FULL POP Documents for custom formalities to Buyer’s Bank,
  - (a) **Ship Certificates**
  - (b) **Cargo Declaration**
  - (c) **Fresh SGS Report**
  - (d) **Charter Party Agreement**
  - (e) **Ownership Certificate**
  - (f) **Title Transfer Affidavit**
  - (g) **Product Allocation Certificate**
  - (h) **Ullage Report**
  - (i) **Notice of Readiness**
  - (j) **Customs Declaration Certificate.**

**(k) Bill of lading**  
**(l) vessel Q88**

11. Seller clears vessels from the commercial's terminal, Buyer confirms shipping documents with ship master while Seller effects delivery to Buyer destination according to contract schedule.
12. Shipment commences as per contract schedule
13. Upon arrival of cargo at discharge port, and the conclusion of CIQ/SGS/Q&Q at discharge port, Buyer's Bank release to Seller's Bank the payment by TT/MT103, within three (3) Bank working days.

**ARTICLE 8 – DELIVERY**

- 8.1. The Seller warrants performing delivery of the transacted Commodity on CIF inside customs outturn quality and quantity basis, to the Buyer's designated discharge BUYER'S CHOICE
- 8.2. In accordance with the provisions set out in ARTICLE 3 (quantity) above, the Seller and Buyer hereby acknowledge performing the delivery of monthly lot in batches to conclude the total amount of not less than QTY Metric Tons every shipment after a successful first trial lift of QTY Metric Tons.
- 8.3. The Seller notifies the Buyer of the full-chartered ship's particulars (general dimensions, cargo system arrangement, maximum unloading capacity rate, bulk carrier capacities at 98% loaded, manifolds sizes and reductions available on board). This information must be provided to the Buyer at least five (5) days prior to the Seller's vessel nomination, to assure compliance at the Buyer's discharge port.
- 8.4. The Seller shall ensure timely arrival of the ship to the discharge port in conformity with the approved schedule.
- 8.5. The vessels chartered by the Seller shall in all respects meet port rules and regulations in terms of seaworthiness, fire and common safety, ballasting operations and discharge rates, otherwise, all and any damages caused by non-compliance with such rules and regulations shall be imposed on the Seller.
- 8.6. The Seller's chartered vessel(s) will arrive at the loading port with the Bulk carrier in a prepared state for fitness and cleanliness inspection.
- 8.7. The vessel's Master shall advise the Buyer and Ship Owner's Agent at the port of discharge, the ship's ETA 120 hours before her arrival, her name, tonnage, flag, draughts, on board quantities and actual time of arrival, 48, 36, 24 and 12 hours before her arrival to the discharge port.
- 8.8. Vessel(s) to be accepted by Buyer and such acceptance shall not be unreasonably withheld. However, the Seller's chartered vessel shall comply with the three major oil company's requirements and shall be TOVALOP/PANDI or equivalent registered.
- 8.9. The Seller shall present the following documents to the buyer's bank for negotiation and all of the following documents shall be faxed directly to the Buyer prompt after completion of loading, latest within two (2) days after vessel sailed from loading port.

8.10. Original quantity and quality inspection certificates plus three (3) copies as issued at loading port and discharging ports by an independent Surveyor Company (SGS) nominated by Buyer and Seller.

8.11. Certificate of Origin plus two (2) copies countersigned by a local Chamber of Commerce.

Signed commercial Invoice based on the delivered quantity and quality, name of vessel, date of completion discharge quantity and state of delivery, three (3) originals and two (2) copies.

8.11.1. Full set of one (1) original plus two (2) copies of Insurance policy for not less than 110% of the invoice value against All Risks and War Risk and making end buyer as beneficiary.

8.11.2. Time sheet showing at least date of Notice of Readiness (N.O.R) tendering at discharging port and date of unloading showing demurrage if any.

8.11.3. Bulk Carrier Cleanliness certificate & Inspection certificate.

8.11.4. Ullage report.

8.11.5. Cargo manifest (original).

8.11.6. Captain's receipt (original) confirming receipt of the samples of product loaded by vessel. Captain's receipt of one copy of all documents of the shipped product (original).

## **ARTICLE 9 - INSPECTION – QUANTITY / QUALITY DETERMINATION**

9.1. Seller and Buyer mutually agree that an internationally recognized first class independent Surveyor Company SGS (Societies General de Surveillance) or CIQ shall be appointed at both designated loading and discharging ports, to assess the quality and quantity of the cargo according to fee, the inspection costs at loading ports shall be covered by Seller and discharging ports shall be covered by Buyer.

9.2. Quantity and quality assessments, conducted by the appointed Surveyor Company, shall be in accordance with methods and procedures usually used in the petroleum industry practice, and however, always, shall strictly comply with the revised ASTM/IP International standards and procedures enforced at the date of compliance.

9.3. For converting volumes, from observed to standard temperature, and volumes to weight, ASTM tables, latest revised edition, must be used.

9.4. The assessed quantity will be used for computing the amount to be paid to the Seller, applying the price as per the agreement.

9.5. In the event of an inaccuracy with the devices used to measure the quantity received at the discharge port. If the Surveyor has reason to believe that the Bulk carrier is not calibrated in accordance with the ASTM standards and procedures, applied with a valid V.E.F. (Vessel Experience Factor) shall be used to compute the delivered quantity of the current batch. In the event that the Surveyor reports from the loading port does not agree with the Surveyor from the discharge port (per ARTICLE 9.1 herein), the Buyer and seller shall appoint an independent Surveyor at the expense of the Buyer.

9.6. During loading of the Carrier, Arbitration Samples are to be taken from the auto sampler. Sampling should be performed according to the standard procedure currently accepted in Kazakhstan. Samples thus taken shall be thoroughly confirmed. Put it into the test tube and sealed.

9.7. One part of these samples filled into not less than two (2) test tube and sealed by Seller or their appointed representative, is to be placed on board Bulk carrier under the care of the captain for delivery to the buyer or their nominated representative at the discharge port. The other part of the same samples, filled into not less than two test tubes, is sealed by the captain, and delivered to the Seller.

9.8. The samples taken shall be considered as the only samples for arbitration. If loading was made under the observance of the independent shall be considered as arbitration samples.

9.9. Both parties shall keep these samples within the duration of this contract, and in the event of claims, until the moment of settlement.

## **ARTICLE 10 – INSURANCE**

10.1. The seller, at his own expense, shall procure a policy with a first-class Marine Insurance Institute to cover the one hundred and ten percent (110%) of the value of the cargo. The insurance policy will cover all risks of loss or damages to said cargo, including War, hijacking, explosion etc. from the time the cargo has passed the ship's manifold flanges at the loading port. Copy of the policy shall be submitted to Buyer.

10.2. Marine Insurance will cover all risk of loss or damage to said cargo, including war, hijacking, explosion etc. until cargo commences to pass the ship's manifold flanges at the discharge port.

## **ARTICLE 11 - PERFORMANCE BOND (PB)**

11.1. The Seller's Bank, in accordance with the provisions set out, will post into the beneficiary's bank account nominated by the Buyer, an irrevocable, revolving, transferable, Performance Bond to cover two percent (2%) of each monthly quantity, revolving for the entire contract period as per Addendum №4.

11.2. The format of the Performance Bond shall be in accordance with the least UCP 500 (Uniform Customs and Practice for Documentary Credits, 1999 revision, ICC Publication No. 500 & 2000).

11.3. In the event of Non-Performance by the Seller, the Seller's PB will be called up by the Buyer and the Seller will instruct his bank to issue a new PB within a period twenty-four (24) hours having the same tenor as the previous one. Should this be the case, all future payments due by the buyer will be suspended until such a time the new PB has been placed.

## **ARTICLE 12 – CLAIMS**

12.1. Any claims that either party may have, due to an occurrence, have to be submitted to the other party within a period of two (2) weeks from the dates of that occurrence. Any claims made after that the Seller does not accept date, and Buyer will have no right to apply to Arbitration.

12.2. In case the 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 of price as agreed by the Parties.

If the Buyer fails to inform the Seller within four (4) calendar days after the date of goods' arrival to the port of discharge in written form (via facsimile) with enclosure of all necessary copies of inspection reports proving the inferior quality of the consignment as compared with the goods shall be declared by the Seller as conforming to the agreed quality and no further Buyer's claim shall be accepted for consideration.

12.3. If the Seller receives a claim with respect to quality, quantity of a consignment of the goods within the stipulated period of the 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 consignment of the goods.

12.4. The Buyer shall submit the following documents for consideration of claims:

Act of stoppage time registration.

Notice of readiness.

Bill of lading originals plus one copy.

Certificate of quality and quantity.  
Certificate of origin.

Certificate of loading, as well as any other documents relevant to the shipment signed by authorized people.

### **ARTICLE 13 - TAXES, OBLIGATIONS AND IMPORT**

13.1. The Seller shall pay all and any taxes, duties related to the performance of this contract and collected up to the nominated loading port.

13.2. The Buyer shall pay all and any taxes, duties related to the performance of this contract and collected at discharging port.

### **ARTICLE 14 - FORCE – MAJEURE**

14.1. This Contract is governed by the regulations of the international Chamber of Commerce, London, UK, with regard to Force-majeure circumstances.

14.2. Neither of the Parties shall be liable for complete or partial non-performance of obligations, if such non-performance is the result from Force-majeure circumstances such as fire, 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 this contract.

14.3. If any of the 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 lasted.

14.4. In the case of force-majeure circumstances continue for more than 90 (ninety) days, the Parties shall have the right to cancel this Contract partially or completely, in this case either or the parties shall have the right to claim any compensation from the other party for possible losses.

### **ARTICLE 15 – APPLICABLE LAW**

15.1. This contract shall be interpreted in accordance with the law and in the event of any dispute incapable of an amicable solution, the dispute shall be submitted to the International Chamber of Commerce in London, England, and London High Court will make the final judgments.

### **ARTICLE 16 – BREACH**

16.1. In the event failure by the seller or buyer to comply with any of the obligation assumed under this contract, shall entitle the other party, without prejudice to any other or resources available to it, to consider such failure as breach of this contract and to terminate the same, or to unilaterally suspend its performance until such failure is collected, and in both cases, may claim direct damages for the breach of this contract.

### **ARTICLE 17 – ARBITRATION**

17.1. 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), London UK, 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 the London Court of international arbitration.

17.2. All disputes arising in connection with the present contract shall be settled in an amicable way first. Should the parties reach no agreement, and then the case be brought for final settlement under the rules of Conciliation and Arbitration of the International Chamber of Commerce in London, UK, by one or more arbitrators appointed in accordance with the said rules.

17.3. The decision of the stated Arbitration Court shall be final and binding upon both parties.

#### **ARTICLE 18 - SPECIAL CONDITIONS**

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

#### **ARTICLE 19 - LAYCAN – LAYTIME - DEMURRAGES**

##### **19.1. LAYCAN**

19.1.1. Seller and Buyer hereby agree on a quarterly delivery schedule specifying the Laycans at Buyer designated discharge port(s) for each single batch to be delivered.

19.1.2. Each fifteenth (15th) day of the third (3rd) month of the current quarter, the next quarterly delivery schedule shall be agreed upon by the parties.

19.1.3. Laycan's Buyer's designated port(s) to be fixed within a five (5) days range.

##### **19.2. LAYTIME**

19.2.1. Buyer warrants that Seller's nominated vessel(s) will be allowed to discharge her cargo within seventy-two (72) free running hours SHINC' plus six (6) hours NOR, and however, maintaining at the ship's manifolds an average discharge pressure of not more than ten (10) kilograms per.

19.2.2. 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.

19.2.3. Lay time shall commence upon the expiration of six (6) hours after tender of notice of readiness, or upon vessel being all-fast in berth, whichever is earlier.

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

##### **19.3. DEMURRAGES**

19.3.1. Demurrages at both load and discharge ports, if any and if not caused by Seller's nominated load terminal, will be paid by the Seller to the Buyer at sight, at first and simple written request. Conversely, if demurrages have been caused by the Buyer's discharge terminal, then the corresponding amount shall be borne by the Buyer to be paid to the Seller at sight, at first and simple written request. Time shall not count against lay time or if the vessel is on demurrage, or demurrage when spent or load.

19.3.2. Demurrage's amount shall be computed at the Chartered party rate. For this purpose, Seller shall provide the Buyer with a copy of the original Charter Party.

19.3.3. Demurrages will be based on daily rate or pro-rata thereof.

19.3.4. If the vessel arrives at the discharge terminal ahead of the range of days in accordance with ARTICLE 19.1.3. Such notice shall only be effective 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 the vessel arriving later than the range of days accepted, the discharge terminal will use its best efforts to minimize the delay to discharge. However, in such cases, LAYTIME will only start to count upon the vessel being all-fast in berth.

## **ARTICLE 20 - CONFIDENTIALITY NON-DISCLOSURE/ NON-CIRCUMVENTION**

20.1. The undersigned Parties do hereby accept and agree to the provisions of the International Chamber of Commerce for Non-Circumvention and Non-Disclosure with regards to all and anyone of the Parties in this transaction.

20.2. To include but not limited to the Buyer, Seller, their agents, mandates, nominees, assignees, and all intermediaries party to this agreement/contract.

20.3. This agreement shall be kept in the strictest confidence between them for at least five (5) years from the date hereof.

20.4. Neither party is entitled to transfer their rights and/or obligations under this contract to a third party with exceptions of Financial Agent of the Seller/Buyer, and except where the third party is an entity whose majority ownership is the same as the original ownership contract partner. In any case the transferring party will notify the other party in writing. After signing the present contract all previous negotiations and correspondence between the Parties in this connection will be considered null and void.

## **ARTICLE 21 -LETTER OF INDEMNITY**

21.1. In case the Seller is not able to deliver to the Buyer in due time the set of original bills of lading of each cargo's batch, and then the Seller has to provide the Buyer with a hard copy of letter of indemnity to temporarily missing original bills of lading.

21.2. Wording of this letter of indemnity to be acceptable to the Buyer and shall cease to have effect upon presentation of the original bills of lading.

21.3. In the event of unusual circumstances, which prevent the Seller from presenting to the Buyer the original bills of lading within a sixty (60) day period, the Seller agrees to provide the Buyer, and the Buyer agrees to accept a second and subsequent letter of indemnity covering the cargo batch in question.

## **ARTICLE 22 – ASSIGNMENT**

22.1. The right of goods' property, liability and all risks of damage or loss of the Goods shall pass from the Seller to the Buyer from the moment of Goods' is unloaded.

22.2. Both Parties have the right to transfer this contract to a third party subject to the written agreement of both parties.

22.3. Any such assignment shall be affected by notice in writing from the assign or signed by the assignee who takes responsibility for the obligations under this Contract.

## **ARTICLE 23 - GENERAL PROVISIONS**

- 23.1. This contract contains the entire understanding between the parties with respect to the transactions contemplated hereby and can only be amended by a written contract. Any prior contract, written or verbal, is deemed merged herein and shall be superseded by this contract.
- 23.2. This agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original.
- 23.3. The article and other headings in this agreement are for convenience only and shall not be interpreted in any way to limit or change the subject matter of this agreement.
- 23.4. All signed Appendices and Additions are an integral part of the present Contract.
- 23.5. Except as expressly provided in this contract, neither the Seller nor the Buyer shall be liable for consequential, indirect or special losses or special damages of any kind arising out of, or in any way connected with the performance or failure to perform obligations under this contract.
- 23.6. Terms and conditions which have not been mentioned in the present contract are to be regulated by INTERCOMS-2000 and the latest relevant addenda for C.I.F deliveries.
- 23.7. The original contract is formed in English language and signed in six (6) copies, three (3) for the Buyer and three (3) for the Seller. All originals have equal legal force.
- 23.8. Both parties agree that the signed and sealed fax or EDT (Electronic document transmission) copies of the contract are fully binding and enforceable until the hard copy will be exchanged by courier and contract of terms of performance of this agreement made in writing and verified by signature and seals of the party's representative shall be acceptable.
- 23.9. Grammar mistakes and misprints shall not be considered as contradictions.

## **ARTICLE 24 - PARTIES' LEGAL ADDRESSES AND BINDING SEALS**

LEGAL ADDRESS	
SELLER	BUYER
Trafalgar Holdings USA & Latin America LLC Seller Refinery Name: ENERPLUS KZ	END BUYER

BANKING COORDINATES	
SELLER'S BANKING COORDINATES	BUYER'S BANKING COORDINATES
<b>JPMorgan and Chase Bank N.A.</b> <b>SWIFT CODE: CHASUS33</b> <b>Name: Trafalgar Holdings USA &amp; LATAM LLC</b> <b>DLC MT-700</b> <b>SBLC MT-760</b> <b>MUST BE TRANSFERABLE</b>	Beneficiary name: Bank account: Beneficiary bank name: Swift: Bank address:

**Addendum №1 - Quality Specification**  
**Quality of (PRODUCT) delivered under this contract should meet to Requirements of Export Standard, but not being limited to the requirements of the mentioned below specification.**

**SAMPLE QUANLITY SPECS**  
**SPECIFICATION OF USLD 10pmm DIESEL FUEL (EN590)**

<b>Property</b>	<b>Test method</b>	<b>Test Unit</b>	<b>Guarantee</b>	<b>Limit</b>
Destiny at 15		Kg/m <sup>3</sup>		820 - 845
Polycyclic aromatic Hydrocarbon	EN12916	Wt%	B	Max
Flash point	EN2719	0C	>55	
Distillation	EN ISO 3405			
Recovering at 350C		Vol%	85	Min
Summer grade			5	Max
Lubricity (wsd1,4) at 60C	EN ISO 12156/1	UM	450	Max
Water	EN ISO	Mg/kg	200	Max
Particular Matter	EN 12662	Mg/kg	24	Max
Oxidation Stability	EN ISO 12205 EN 15751	g/m <sup>3</sup> h	25 20	Max Min
Cetane Index	EN ISO 4256	Calculated	46	Min
Cetane Number	EN ISO 5161 EN 15195		51	min
Carbon Residue (on 10% residue)	EN ISO 10370	Wt%	0.30	Max
Viscosity at 40C	EN ISO 3014	cst	2.0 – 4.5	
Sulphur	EN ISO 20846 EN ISO 20884	Mg/kg	10	Max
Fatty acid methyl ester (FAME) content	EN 14078	Vol%	7.0	Max
95%(vol/vol) Recovered at		0C	360	Max
Cold filter plugging point (CFPP)	EN 116	0C		
Copper strip Corrosion (3h a5 50C)	EN ISO 2160	rating	No.1	Max
Recovering at 250C		Vol%	65	Max
Winter grade			-15	Max

addendum №2 - Schedule of Deliveries

Loading Port: **Non-Russian Origin**

**AS REQUESTED BY THE BUYER. SCHEDULE TO BE GIVEN BY SELLER.**

**Jan-Feb-Mar-Apr-May-Jun-Jul-Aug-Sep-Oct-Nov-Dec**

Trafalgar Oil & Gas Company U.S.A.