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SPECIFICATIONS NO. APETRA/2017/1

**REGARDING THE FRAMEWORK AGREEMENT FOR PURCHASE OF CRUDE OIL AND
PETROLEUM PRODUCTS**

Version of April 2017

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EXECUTIVE SUMMARY

These specifications set out APETRA's procedure for purchasing crude oil and petroleum products. These specifications and its annexes, in particular the APETRA General Terms and Conditions (GT&C) for purchase (of which a current version, which APETRA may amend from time to time, is attached as Appendix 1) set out the rights and obligations of the contracting party ("the Seller") and APETRA.

Companies that wish to sell (crude) oil (products) to APETRA must, in an initial, one-off phase, send in an application file to APETRA. If their candidacy is accepted by APETRA, they will be placed on a List of Selected Sellers ("the Shortlist"). Once they have been placed on this Shortlist, Selected Sellers will receive all calls for tenders for purchase launched by APETRA.

A summary of, and information on, the documents that must be submitted with an application file are given in section II.1. of these specifications. The method used for assessing an application file is described in section II.4.

Further information on tenders for specific contracts is given in section III.

I. GENERAL PROVISIONS

Words and phrases capitalised in these Specifications that are not normally capitalised are defined either in these Specifications or in the GT&C's for purchase (**Appendix 1**).

I. 1. About APETRA

This Market ("**the Market**") is organised by APETRA, a public limited company with social goal. APETRA is the Belgian agency responsible for the management of compulsory Belgian stocks of crude oil and petroleum products.

A summary of APETRA's mission, tasks and structure is available on its website: <http://www.apetra.be>

APETRA has exclusive authority as regards the execution, on Belgian territory or elsewhere, of public-service tasks regarding holding and managing the compulsory stocks of crude oil and petroleum products, in accordance with the Law of 26 January 2006 on maintaining compulsory stocks of crude oil and petroleum products and the establishment of an agency for managing some of these stocks, amending the Law of 10 June 1997 concerning the general arrangements for products subject to excise duty, the availability and transportation thereof and controls thereon, as amended from time to time, hereinafter referred to as "**the Law**".

The tasks assumed by APETRA public service comprise:

1. Holding crude oil and petroleum products in accordance with its stock-holding obligation
2. Purchasing crude oil and/or petroleum products to meet the proprietary stock requirements set out in the Law and its implementing decrees
3. Entering into agreements relating to quantities put at disposal to APETRA with companies with stock-holding obligations and foreign oil companies in accordance with the provisions of the Law or its implementing decrees
4. Purchasing, constructing and/or renting storage capacity for storing proprietary stocks in accordance with the Law and its implementing decrees.

I. 2. Applicable Regulations

The Market fits with the Belgian, European and international regulations on minimum stocks of crude oil and petroleum products.

A summary of the regulations to which APETRA is subject is available at <http://www.apetra.be>

The purpose of the Market is to fulfil APETRA's statutory mission pursuant to Article 5, §2, 2° of the Law.

APETRA complies with the general principles of the law on public procurement. Inter alia, the Market is publicised in the Official Journal of the European Union and the *Bulletin der Aanbestedingen / Bulletin des Adjudications* (Public Procurement Bulletin) and on APETRA's website. The Short List is drawn up, and Individual Contracts are awarded, transparently, honouring the principles of non-discrimination and equality of treatment.

I. 3. Description of the Market

The Market comprises two phases:

- An initial, one-off phase where interested companies send in an application and the application is assessed by APETRA in conformity with the disposition of section II.4. A list of selected sellers (the "**Short List**") is drawn up at the end of this phase.
- A second repeated phase, when each Selected seller is invited to submit a tender for Individual purchase contracts. A selected seller which sends in a tender that is accepted by APETRA becomes APETRA's Seller for the specific purchase.

The Market relates to the purchase by APETRA of crude oil and petroleum products. APETRA's purchases take, in general, place on a DDP (Delivered Duty Paid) basis, whereby Seller delivers "in tank" and takes care of all logistical arrangements.

The products will be stored under excise duty suspension arrangement; any import duties payable in order to give the Products a Community status are for account of the Seller who is responsible for all customs formalities.

These specifications and its appendices, in particular the APETRA GT&C for purchase (of which a current version, which APETRA may amend from time to time, is attached as **Appendix 1**) set out the rights and obligations of the Seller and APETRA for a specific purchase. The Individual Purchase Contract determines the specifics of a given purchase operation.

The provisions of the GT&C's for purchase and of the Individual Purchase Contract form an integral part of the description of the Market. In the event of inconsistency, the provisions of the Individual Purchase Contract take precedence over the provisions of the GT&C's for purchase and the provisions of the GT&C for purchase take precedence over the provisions of these specifications.

The Sales Price is in general determined according to the daily prevailing international quotations as specified in the specifications of the specific market and in the GT&C for purchase.

This Framework Agreement replaces the Framework Agreement with reference APETRA/2012/1. Existing Individual purchase contracts entered into pursuant to this former framework agreement shall subsist in their entirety for the agreed term.

Except in case of prolongation, this Framework agreement is applicable for a duration of four years from November 1st 2017 till and inclusive of October 31st, 2021. The Framework agreement will apply as from the specific assignments that will be launched in November 2017.

I. 4. Notices and corrections

This Market is publicised in the Official Journal of the European Union and the *Bulletin der Aanbestedingen / Bulletin des Adjudications* (Public Procurement Bulletin) and on APETRA's website.

Additional information on the procedure and content of the Market may be obtained from APETRA's General Manager with contact details: phone 02/289.50.50, fax 02/289.50.59, e-mail: info@apetra.be.

Answers to frequently posed questions will be collected and communicate by APETRA to all interested companies.

II. DRAWING UP THE SHORT LIST

II. 1. Application file

Without prejudice to that stipulated below, the sole act of the submission of a dossier of announcement of candidacy on the part of the candidate comprises its implicit declaration by word of honor that it does not fall under one of the situations of exclusion as referred to in article 61, § 1 and § 2, 5 ° and 6 ° of the RD of 15 July 2011 (see article 106, § 1, second paragraph *in conjunction with* article 61, § 4, RD of 15 July 2011), namely:

- by final legal decision and of which APETRA is cognizant has been sentenced for: participation in a criminal organization as referred to in article 324bis of the Penal Code, bribery as referred to in articles 246 and 250 of the Penal Code, fraud as referred to in article 1 of the agreement concerning the protection of the financial interests of the Community, approved by the law of 17 February 2002, money-laundering as referred to in article 5 of the law of 11 January 1993 for the prevention of the use of the financial system for money-laundering and financing terrorism.
- is not in compliance with obligations relating to the payment of its social security contributions in accordance with the provisions of art. 62 of the Royal Decree of 15 July 2011;
- is not in order with the payment of taxes in accordance with Belgian law or that of the country in which it is established in accordance with the provisions of article 63 of the RD of 15 July 2011;

The application of the concept of the implicit declaration on word of honor does not prevent APETRA, in accordance with article 59, 2 °, of the RD of 15 July 2011, at any stage of the contract awarding procedure, and with all resources considered useful, to acquire information about the situation of the candidates as referred to in article 58, § 1 of the RD of 15 July 2011.

Candidates must submit all the documents in the table below and specified further on; they should use the Appendices indicated where appropriate.

Document	Description	Specimen/template
1	Letter of candidacy	Appendix 2
2	Financial information	
3	Information regarding bulk deliveries	

1. Letter candidacy

With this letter the interested company puts forward its candidacy. A specimen of this letter can be found in **Appendix 2**.

2. Financial information:

In its application file the Candidate proves to dispose of equity of at least EUR 250,000 and a positive cash flow.

In order to allow assessment of this selection criteria, the application file includes the Candidate's approved Annual Accounts (balance sheet, income statement, notes to the financial statements and the social balance sheet) for the last two financial years.

If the Candidate only has one set of approved Annual Accounts, this shall be submitted. If no approved Annual Accounts are available at the time the application is made, the Candidate must state detailed reasons why this is so.

Candidates that have already provided APETRA with the relevant financial information in the course of 2017 do not have to include these documents as part of this procedure. They should, however, state this clearly in their application file, stating the documents that have already been provided and indicating the procedure under which they were submitted.

3. Information concerning bulk deliveries

The candidate proves to APETRA its experience with bulk deliveries of finished oil products and/or crude oil in Belgium and/or another EU Member State. For this selection criteria he needs to have delivered at least 100.000 tons of product and/or crude oil in the year previous to its candidacy. Proof is given by means of the balance sheet and/or other documentation.

II. 2. Special rules for partnerships and companies belonging to the same group

II. 2. a. Special rules for partnerships

To participate in the Market, Belgian or foreign petroleum companies that are legal persons may enter into partnership agreements:

- if this partnership is a legal person, the application file should include the documents concerning this partnership as referred to in II.1.
- if the partnership is not a legal person, all companies in the partnership must satisfy the exclusion and selection criteria given in II.1. The application file should therefore include the full list of all companies in the partnership and, for each of these companies, the documents specified in II.1 and a statement from all Candidates that they are jointly and

severally liable for the performance of their commitments pursuant or related to the Framework Agreement and Individual Purchase Contracts.

If companies are already included on an APETRA short list pursuant to the previous framework agreement APETRA/2012/1, they do not need to resubmit this information.

II. 2. b. Special rules for companies belonging to the same group

Companies belonging to the same group of companies may be represented by a single entity that satisfies the selection and financial criteria stated in section II.1 and stands joint and several surety for the undertakings given by other companies in the group.

Companies are deemed to belong to the same group if they are in a relationship as referred to in Articles 5 to 9 of the Belgian Companies Code.

II. 3. Submission of an application file

Application files must be submitted by **noon (12 o'clock CET) on 15 September 2017** at the latest.

An application file should be submitted:

- in Dutch, French or English
- by registered letter (official postal service) or personal delivery (including courier) with acknowledgement of receipt
- to the following address only:

APETRA
For the attention of Mr Bernard Claeys
Boulevard de l'Impératrice/Keizerinlaan 66
1000 Brussels
Belgium

Candidates wishing to be included on the Short List after 15 September 2017, can do so by submitting the documents mentioned in II.1 to APETRA. Before being included on the Short List, they must however undergo all the aforementioned inspection stages.

II. 4. Assessment of the application file

APETRA first checks that the application file is complete, i.e. that the file contains all the documents specified in the table in section II.1 or, if appropriate, (if the file states which documents have already been provided, and under which procedure) provided to APETRA under another procedure.

APETRA may request the Candidate to provide missing documents or information as soon as possible.

Once APETRA considers an application file to be complete, it shall assess the file. The assessment is restricted to checking that the Candidate is not excluded from participation and that the Candidate satisfies the financial criteria (Equity of at least 250.000 euro and positive cash flow).

APETRA assesses an application file within ten (10) business days of receipt of the complete file.

The results of this assessment will be sent to the Candidate within ten (10) business days by e-mail, with confirmation.

If a Candidate is not accepted, this letter shall include the grounds for non-acceptance.

The Candidate has ten (10) business days as from receipt of the letter to lodge a written protest against APETRA's assessment.

APETRA shall respond to such protest in writing within ten (10) business days, stating its grounds.

II. 5. Inclusion on the Short List and continuous assessment of the criteria

Candidates that are accepted (selected sellers) are placed on the Short List and APETRA will invite them to submit a tender for each specific order during the term of the Framework agreement (see section III of the Specifications).

They must meet the exclusion and selection criteria stated in II.1 throughout the duration of the Framework agreement. The selected sellers are obliged to notify APETRA if the information they have provided is no longer accurate or current and from the moment when one of the exclusion criteria stated in II.1 becomes applicable to their situation.

APETRA reserves the right to check that the information provided by the selected sellers is accurate and current at any time and, if necessary, to check it with the competent authorities. APETRA will notify the selected seller concerned if it transpires that the information provided by the selected seller is no longer current.

If the information provided by a selected seller is no longer current, the selected seller has one (1) calendar month as from the notification to or by APETRA to remedy the situation.

The selected seller may not submit any tenders for specific Markets under the Framework agreement until such time as the situation has been remedied.

If the selected seller fails to remedy the situation within the aforementioned deadline, it shall be removed from the Short List.

II. 6. Acceptance of the procedure

The Candidate is deemed to have taken cognisance of the terms and conditions of the Specifications (including the Appendices, in particular the APETRA GT&C for purchase) and to have taken them into account when submitting an application file. By registering, the Candidate unconditionally accepts the terms and conditions of the Specifications.

II. 7. Governing law

Disputes concerning the candidacies, the Framework agreement, the Individual Purchase Contracts are governed solely by Belgian law, to the exclusion of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods.

III. CALLS FOR TENDERS FOR SPECIFIC MARKETS

III. 1. Procedure

APETRA shall, throughout the term of the Framework agreement, send the Selected sellers calls for tenders for specific Markets at regular intervals.

The specific Markets entail the purchase by APETRA of crude oil or petroleum products, the details of which (i.e. the Product, the Storage facility where the delivery needs to take place, the delivery period, fixation of Sales price, etc.) will be set out in the call for tender for a specific Market.

Details of specific Markets are e-mailed to all Selected sellers, unless the Selected seller has requested in its application file that the call should be faxed to a specific number.

Selected sellers are free not to tender for one or more specific Markets. They shall not, as a result, forfeit the right to be invited to submit a tender for subsequent specific Markets under the Framework agreement.

Unless otherwise specified in the call for tenders, tenders submitted for each specific Market remain in force for fifteen (15) calendar days as from date on which a Selected seller is notified that its tender has been accepted.

By entering a tender, the Selected Seller expressly waives his own (general and specific) sales conditions, even if these are mentioned in its candidacy file (e.g. in one or another appendix) or in any later invoice on the front or the back and declares himself in agreement with the Term of this Framework Agreement, the terms of the specifications of the specific market and the APETRA GT&C for purchase.

III.2. Qualifying tenders

Tenders that qualify are those which:

1. are submitted within the deadline and in the format specified in the call for tenders;
2. meet the conditions stipulated in the specifications of the call for tenders;
3. include all the required components and
4. are signed by the authorised person(s).

Detailed information on the qualifying criteria shall be included in each call for tenders for a specific Market. Tenders that do not satisfy the qualifying criteria shall not be considered in awarding the tender. APETRA checks that tenders are complete and may request the Selected seller to supply missing documents or information as soon as possible.

III. 3. Award

Once the deadline for submitting tenders specified in the call has elapsed, APETRA shall award the specific Market.

In principle, the award will be made on the basis of a single criteria – the Price Differential (i.e. a value in + or – in relation to the price quotation indicated in the specifications of the specific market).

If APETRA accepts a tender from a Selected seller, the company becomes APETRA's Seller for this specific purchase.

Brussels, April 2017

APPENDICES

1. APETRA General Terms and Conditions for purchase
2. Specimen candidacy letter

APPENDIX 1: General Terms and Conditions for the Purchase of Products and Crude oil



Version: April 2017

Preface

These General Terms and Conditions, the APETRA Specifications APETRA/2017/1 regarding the Framework agreement for purchase of crude oil and petroleum products and the dispositions of the specific call for tenders of which this Purchase Contract is the result are part of and applicable to every Spot Purchase Contract of mineral oils (hereinafter "Purchase Contract") entered into by APETRA and the Seller hereinafter collectively called the Agreement.

Definitions

1. **Purchase Contract** : means the Spot Purchase Contract and the dispositions of the specific call for tenders issued under the APETRA Specifications APETRA/2017/1 regarding the Framework agreement for purchase of crude oil and petroleum products of which this Purchase contract is the result in which these General Terms and Conditions are incorporated by reference.
2. **ADN** : latest version of the European Agreement concerning the International Carriage of Dangerous Goods by inland waterways, and annexed regulations or any other European or International agreement that would replace the ADN.
3. **"API"** means the American Petroleum Institute and **"MPMS"** means the API Manual of Petroleum Measurement Standards as amended from time to time.
4. **ASTM** : means American Society for Testing and Materials.
5. **Banking Day** : means a day upon which major banks are open for banking business in the place(s) where payment is required to be made or received hereunder.
6. **Barge** : means a craft carrying Product which is employed in port areas and sheltered waterways .
7. **EN** : European Standards, as published by the European Committee for Standardization.
8. **"EU qualified"** means that the Product is or will be in free circulation within the EU and not subject to any import duties; **"non-EU qualified"** means Product that does not fall within the meaning of EU qualified.
9. **Delivered Duty Paid (DDP)** shall have the meaning ascribed to the term DDP in Incoterms 2010 (or the latest available version) If there is any inconsistency or conflict between Incoterms and the Agreement, the Agreement shall prevail.
10. **Inspector** : Independent Inspector belonging to a company independent of the Parties with recognised expertise in the field of oil storage and oil products and crude oil inspection and testing. The Inspector is appointed by APETRA and its cost shared 50/50 with the Seller.
11. **Metric ton or metric ton or MT**: means a quantity equivalent to a weight of 1,000 kilograms in air.
12. **Party** : APETRA or the Seller

13. **Product** : the petroleum products, as referred to in the Purchase Contract .The Product purchased by APETRA is always EU-qualified.
14. **Representative:** APETRA designated person or company.
15. **Seller** : the party selling the Product to APETRA.
16. **Specification:** characteristics of the Product, as defined by Belgian or in their absence, by the European regulations.
17. **Stock transfer** : transfer of Product title and risk within the same tank.
18. **Storage Facility:** any facilities utilised by APETRA for storing the Products.
19. **Storage Operator:** the legal entity that stores the Products for APETRA.
20. **Tank transfer** : transfer of Product between two tanks located in the same Storage Facility.
21. **Vessel or Ship** : means any seagoing vessel including tankers, ships and coasters carrying Product.
22. **Working Day** : means a period of twenty-four hours starting at 00H00 and finishing at 24H00 on the same day, where the day in question shall be a day when APETRA office is open for business.

Article 1 - Delivery

The Product shall be delivered by Seller in bulk to APETRA nominated Storage Facility (or delivery point), DDP and within a delivery date range as defined in the Purchase Contract. Delivery hereunder shall be given and taken in full or part cargo lots at the Seller's option.

Article 2 - Quantity

The quantity delivered is the quantity of the Product delivered at the Storage Facility, that shall be ascertained by the Inspector appointed by APETRA and determined as follows :

Delivered ex ship, barge or train :

- where the Product is delivered from the Seller's Vessel / Barge / train directly into static shore tanks, the quantity of the Product so delivered shall be determined by reference to the Storage Facility discharge shore tank measurements or approved volume meters, in accordance with the standard practice in use at the Storage Facility at the time of discharge ;
- With APETRA prior written agreement, when the Product can only be delivered from the Seller's Vessel / Barge / train directly into active shore tanks or where certified gauging tables cannot be used at the moment of discharging the cargo , the quantity of the Product delivered hereunder shall be determined by reference to the Vessel's discharged figures as adjusted by its Vessel Experience Factor at discharge ("VEF").

Delivered into tank or by stock transfer :

Where the Product is delivered into tank (from pipe line or by Tank transfer) or by stock transfer, the quantity of the Product delivered shall be determined by reference to the receiving tank gauging, in accordance with good international oil industry practice.

Quantity Units to be used are:

- Total Calculated Volume - Total calculated cubic meters (and/or barrels where indicated by local custom) reported at fifteen degrees Celsius (15 Deg C.) as otherwise defined in API's Manual of Petroleum Measurement Standards (MPMS) Chapter 1, with all corrections for temperature based on ASTM D1250-04 or the latest equivalent tables; and
- Weight - Metric tonnes, with all weights expressed "in air" in accordance with ASTM-EI Petroleum Measurement Tables (EI HM1 or equivalent).

The results ascertained by the Inspector shall be binding, except in case of fraud or manifest error.

Article 3 - Title and Risk

Title and risk in the Product and all liabilities with respect thereto shall pass from the Seller to APETRA when the Product passes the inlet flange of APETRA :

- Receiving pipeline system at the Storage Facility when delivered ex ship or ex barge or ex train ;
- Receiving tank when delivered by pipe line or by Tank Transfer.

Should the Product be delivered by stock transfer, the title and risk shall pass in tank from the Seller to APETRA when the Inspector shall have certified that the Product meets the Specification as agreed in the Purchase Contract or in the absence of an inspection, when agreed between the Parties prior to the transfer of title and risk being completed and confirmed by the operator of the Storage Facility.

Any loss of, or damage to the Product occurring before, during or after the discharge operations, which is caused by Seller or any of their respective contractors, agents or employees, shall be for the account of Seller.

Article 4 - Quality

The Seller guarantees that the quality of the Product complies with the Product Specification as mentioned in the Purchase Contract.

Before each delivery at the Storage Facilities, APETRA shall instruct the Inspector to analyze the key-points as specified in Appendix 1 of these General Terms and Conditions (which content may be amended from time to time), from a composite sample taken by the Inspector at the delivery point at the Storage Facility defined as follows:

- from a representative composite ship / barge / rail tank sample
- Into tank (if delivered from pipe line or by Tank Transfer) or by Stock transfer (if product transferred between Parties into the same tank) : from a representative on line sampler or from the receiving tank composite sample, according to the Storage Facility practice.

Three additional composite samples will be taken, sealed and kept available by the Inspector for a period of three months or longer if deemed necessary (one for the Seller, one for the Storage Operator and one for APETRA).

In case non-conformity of the Product with the agreed specifications, APETRA shall have the right to refuse the delivery of the Product . If the Product is delivered :

- by vessel / barge / train, the Seller shall immediately order its vessel / barge / train to vacate the discharge facilities and leave the terminal. The Seller shall replace the product within 30 days at his cost with another delivery of Product, in accordance with the quality specified in the Purchase Contract.
- by pipe, the Seller shall be obliged, within three months, to take the off-spec Product (delivered or degraded as a consequence of the delivery by the Seller) back at his own cost, and replace it by Product in accordance with the quantity and quality of the Product specified in the Purchase Contract.
- by Tank transfer, the Seller shall be obliged to replace it within 30 days at his own cost by another volume meeting the quantity and quality of the Product as agreed in the Purchase Contract.

Should the Seller be obliged to deliver another cargo under the here above provision, the original price and pricing shall remain unchanged and apply to the replaced quantity of Product.

The Seller shall hold APETRA harmless from any third party claims as regards to the provisions of this article.

All adverse financial consequences, if any for APETRA, arising from the Seller delivering the Product not in accordance with the terms of the Purchase Contract shall be recovered from the Seller by APETRA.

Article 5 - Inspection

APETRA, its Inspector or its Representative may request to attend at its own expense and risk the loading operations as an observer only. The Seller shall not unreasonably withhold its consent to such request.

Sampling and testing, with regard to quality and quantity, shall be in accordance with the latest approved methods as published in the Manual of Petroleum Measurements Standards (the "API Manual").

The inspection for quantity and quality determination at the Storage Facility shall be appointed by APETRA, and its cost shared 50/50 by both Parties, each share being invoiced directly by the Inspector according to each Party agreed tariff. The Inspection procedure will be carried out in accordance with APETRA GT&C's and APETRA Product Delivery Inspection Procedure.

Article 6 - Import and excise duties, VAT, EU documentation

The Product delivered by Seller to APETRA designated Storage Facility under each Purchase Contract shall be EU qualified and Delivered Duty Paid.

Seller shall be responsible to provide any necessary documentation to the relevant local customs authorities at discharging port, establishing that the Product is EU qualified and therefore in free circulation within the EU.

APETRA will not be held responsible for any cost in the event of missing document.

Article 7 - Payment

Invoices may be given by electronic mail at admin@apetra.be followed by an original hard copy sent by post.

Payment shall be made in full in Euros, without any deduction, withholding, set off or counterclaim of any amount, upon production of the Inspector report and the Seller's invoice or any other required document. Should a full set of clean original Bills of Lading be required by APETRA and found unavailable at the time of payment, a Seller's Letter of Indemnity in a form acceptable to APETRA shall be used in lieu of such missing documents to secure APETRA payment. The final price shall be stated in Euros. Should the price be based on a formula, it shall be calculated according to the terms and conditions of the Purchase Contract within three Working Days after the end of the pricing period and shall be converted in Euro as follows : each daily price as calculated according to the price formula of the Purchase Contract shall be converted in Euro, using the same day ECB fixing.

In case a quoted day is a Bank Holiday in Europe, then the previous ECB fixing shall be used for that day.

APETRA shall arrange for payment to be made into the Seller's designated bank account, with outgoing payment value date not later than ten Working Days after receipt of the invoice by APETRA.

Costs for money transfer (swift or other costs) will be split equally between the parties, and each party will bear the cost of its own bank.

Payments falling due on a Sunday or on any Monday which is a Belgian non –Banking Day shall be made on the first Banking Day following. Payments falling due on a Saturday or any other Belgian non-Banking Day shall be made on the last Banking Day prior.

Article 8 - Means of transportation

Seller has the full responsibility for the entire transportation process and its associated risks. In particular, Seller shall check the discharge terminal restrictions directly with terminal operator.

Article 9 - Port and Discharging expenses

The discharging costs, within the fence of the discharge terminal, are for APETRA's account.

All other expenses pertaining to the discharge of the Seller's vessel / barge / train including but not limited to, all port dues, overtime costs, all charges and expenses relating to the berthing / arrival and unberthing / departure of the vessel / barge / train, anchorage and towing, shall be borne by the Seller.

Article 10 -Laytime and demurrage

For whatever reason, APETRA will not be liable, nor pay for demurrage.

Article 11 - Nomination

Seller shall send his nomination in due time directly to the APETRA designated Storage Facility operator and shall make sure that all correspondence is copied to APETRA.

Applies in case of delivery by barge or by Vessel.

The Vessel or Barge shall at all times be subject to acceptance by the Storage Facility.

The Seller shall be responsible for nominating a Vessel or Barge which does not exceed the restrictions for the particular port and/ or terminal and/or berth (which restrictions are available upon request from the Storage Facility) and which is accepted by the port and/or terminal authorities.

Unless otherwise agreed, the Seller shall make the nomination by fax or mail stating the Purchase Contract reference number to the Storage Facility (copy to APETRA's Operating Department) three (3) Working Days prior to the first Day of the agreed delivery date range and such nomination must be received during working hours before 03 PM Brussels local time. If received after that time on the Day in question, it shall be deemed to have been received at 09 AM the next following Working Day.

Delivery by Vessel

Unless otherwise requested in the Purchase Contract, the nomination shall state:

1. Name of Vessel
2. Flag
3. Year built
4. Summer DWT
5. Length over all
6. Beam
7. Summer draft
8. Estimated draft on arrival
- 9 Classification : Name of society and class
10. Name of Vessel's P&I Club

and any other information or documents reasonably required by the Storage Facility (and / or by APETRA) regarding delivery of the Product.

Delivery by Barge

The nomination shall state:

1. Contract number
2. Name of Barge
3. EURO number of Barge
4. The quantity
5. The Product
6. ETA (one day)

and any other information or documents reasonably required by the Storage Facility (and / or by APETRA) regarding delivery of the Product.

Each nomination shall at all times be subject to acceptance and approval by the Storage Facility operator.

Seller warrants that – at the time of nominating its means of transportation - it is familiar with all latest port and Storage Facility limitations and restrictions. Seller acknowledges that it shall be responsible for nominating a means of transportation that meets the port and Storage Facility limitation and restrictions.

Seller will make sure that :

- the Vessel nominated shall be owned by a member of the International Tanker Owner Pollution Federation Limited.
- The Vessel shall comply with the requirements of the International Safety Management (ISM) Code and shall have on board valid documents as required by the ISM Code and Solas (Safety of Life at Sea).
- The Vessel or Barge shall remain throughout the voyage and up to the discharge of the product in a Protection and Indemnity Club, member of the International Group of P&I Clubs, at Seller expenses.
- Seller will make sure that the Barge nominated shall have a valid ADN original certificate of approval on board and shall have in place security procedures on board in compliance with ADN Chapter 1.10. (Security provisions of Part 1 – General Provisions).

Documentary instructions

The APETRA shall communicate to the Seller its documentary instructions.

APETRA's documentary instructions for Vessels are detailed in Appendix 2. Additional documents may be required if deemed necessary.

Article 12 - Assignment

Neither Party shall assign its rights and obligations under the Agreement, in whole or in part, without the prior written consent of the other Party.

If such written consent is given and wherever the assignment is made, the assigning Party shall remain jointly and severally liable with the assignee for the full performance of its obligations under the Agreement.

The assignee shall always be one of the by APETRA selected suppliers in accordance with the APETRA framework agreement 2012/1.

Article 13 - Insurance

The responsibility for securing insurance, whether against marine or other risks, shall rest wholly with the Seller until the Product is delivered to APETRA.

Article 14 - Notices

All notices to be given hereunder by either Party to the other shall be considered valid if given in writing, sent by facsimile or courier communications and delivered to the other Party at its address or telefax number specified in the Purchase Contract for such purpose unless otherwise specifically provided in this Agreement and shall, unless otherwise provided herein, be deemed to have been given on the Day on which such communication ought to have been delivered in due course of postal, facsimile or courier communications.

Any alteration to the contacts or addresses specified in this Agreement shall be notified immediately by letter or telex to the other Party.

Article 15 - ISPS

The following clause applies to all deliveries except to the products and crude delivered DDP or DES to Storage Facility reserved for barge deliveries:

1. Seller's 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) ,
2. the vessel shall when required submit a Declaration of Security (DoS) to the appropriate authorities prior to arrival at the discharge port.
3. Notwithstanding any prior acceptance of the vessel by the discharge port/Storage Facility, 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:
 - a. APETRA 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 APETRA.
 - b. Seller shall be obliged to substitute such nominated vessel with a vessel complying with the requirements of the ISPS Code. If title and risk to the cargo on board the vessel subsequently substituted pursuant to iii) b) has already passed to APETRA, such title and risk shall be deemed to have reverted to the Seller.
4.
 - a. APETRA shall procure that the discharge port/Storage Facility/installation 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).
 - b. any costs or expenses in respect of the vessel including demurrage or any additional charge, fee or duty levied on the vessel at the discharge port and actually incurred by the Seller resulting directly from the failure of the discharge port/Storage Facility/installation to comply with the ISPS Code shall be for the account of APETRA, including but not limited to the time required or costs incurred by the vessel in taking any action or any special or additional security measures required by the ISPS code.
5. Save where the vessel has failed to 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), APETRA shall be responsible for any demurrage actually incurred by the Seller arising from delay to the vessel at the discharge port resulting directly from the vessel being required by the port facility or any relevant authority to take any action or any special or additional security measures or undergo additional inspections, by virtue of the vessel's previous ports of call.
6. APETRA liability to the Seller under this Purchase Contract for any costs, losses or expenses incurred by the vessel, the charterers or the vessel owners resulting from the failure of the discharge port/terminal/installation to comply with the ISPS Code shall be limited to the payment of demurrage and costs actually incurred by the Seller in accordance with the provisions of this clause.

7. Demurrage due by APETRA under the provisions of this article 14 shall be paid, notwithstanding the provision of the article 9 of the present general terms and conditions.

Article 16 - REACH, Health, safety and environment

The Seller warrants that he respects the requirements and obligations of Regulation No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH'), so as to allow legal import and placing on the market of the Product and/or the substances contained in the Product which are sold and/or delivered under the Agreement.

The Seller shall provide the Buyer with a copy of the current Material Safety Data Sheet (MSDS) in connection with the Product.

For all deliveries at a Storage facility designated by APETRA, Seller shall ensure that he or his representatives including the transportation company's staff respect the HSE policies of the discharge terminal designated by APETRA.

Article 17 - Trade control and boycott

Neither Party shall be obliged to perform any obligation otherwise required by this Agreement, including but not limited to an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in other act(s)) if this would be in violation of, inconsistent with, or expose such Party to punitive measures under any applicable laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements relating to international boycotts or embargoes, trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws applicable to such party (the "**Trade Restrictions**").

Where any performance by a Party would be in violation of, inconsistent with, or expose such Party to punitive measures under the Trade Restrictions, such Party (the "**Affected Party**") shall, as soon as reasonably practicable and at the latest two weeks after publication of the relevant rule, give written notice to the other Party of its inability to perform, with reference to the relevant rule, this clause 15, the obligations affected by the relevant rule and the scope and the impact of the effect.

Once such notice has been given, Parties shall convene within 7 working days in order to discuss the matter which gave rise to the notice and they shall discuss in good faith whether the notice has been sent with cause or without cause and which alternatives have the same economic effect as performance of the contract while in conformity with the Trade Restrictions.

If no alternatives for performance of the contract are available, the Affected Party shall be entitled:

- (i) to immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; provided that the Affected Party shall, where this is not contrary to the relevant Trade Restrictions in question, use its reasonable efforts to limit the effects of the rule on its obligations; and/or
- (ii) where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that where the relevant obligation relates to payment for goods which have already been delivered, the

- affected payment obligation shall remain suspended, and no interest shall accrue on such outstanding payment amount, until such time as the Affected Party may lawfully resume payment; and/or
- (iii) where the obligation affected is acceptance of the vessel, to require the Seller to nominate an alternative vessel.

In each case without any liability whatsoever (including but not limited to any damages for breach of contracts, penalties, costs, fees and expenses) unless the Seller knew or should reasonably have known before entering into the contract that its performance would be in violation of, inconsistent with, or expose such Party to punitive measures under the Trade Restrictions.

Article 18 - Anti corruption

1. The Parties each agree and undertake to the other that in connection with this Spot Purchase Contract, they will each respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders relating to anti-bribery and anti-money laundering and that they shall each respectively take no action which would subject the other to fines or penalties under such laws, regulations, decrees or orders.
2. APETRA and the Seller each represent, warrant and undertake to the other that they shall not, directly or indirectly,
 - (i) pay, offer, give or promise to pay, accept or authorize the payment of, any monies or the transfer of any financial or other advantage or other things of value to:
 - a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
 - an officer or employee of a public international organization;
 - any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
 - any political party or official thereof, or any candidate for political office;
 - any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Buyer or Seller;
 - any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
 - engage in other acts or transactions,
 - (ii) if such act is in violation of or inconsistent with the anti-bribery or anti-money laundering legislation applicable to any of the Parties.
3. In particular, Seller represents and warrants to APETRA that it has not made any payments or given anything of value to officials, officers or employees of the government of the country in which the crude oil originated or any agency, department or instrumentality of such government in connection with the crude oil which is the subject of the Purchase Contract, which would be inconsistent with or contravene any of the above-referenced legislation.

APETRA or the Seller may terminate the Purchase Contract forthwith upon written notice to the other at any time, if the other is in breach of any of the above representations, warranties or undertakings. In the notice of termination, the terminating Party shall refer to the relevant facts as well as to the representation, warranty or undertaking that the other is in breach of within this clause 16.

Article 19 - Applicable law

The Purchase Contract including these General Terms and Conditions will be governed, construed and enforced in accordance with Belgian Law to the exclusion of Belgian private international law and any applicable international convention including the Vienna convention of 11th of April 1980 on the International Sale of Goods.

If any of the articles of the Purchase Contract including these General Terms and Conditions is or becomes invalid and/ or is declared null and void, it will not affect the validity of the current Purchase Contract. The Parties are obliged to agree upon an article that is the nearest to the intention and the spirit of the invalid article/ articles that has/ have been declared null and void. If such agreement is not reached, the respective legal regulations will be applied.

The place of jurisdiction is Brussels, Belgium.

Before instituting any legal proceeding, the Parties will try to resolve the dispute by mediation. To this end, the Parties will organise at least two meetings to discuss the conflict before starting legal proceedings. The invitation for these meetings must be sent by registered letter.

Article 20 - Force Majeure

Neither Party shall be liable for any delay in or failure of performance of the terms of this Agreement if and to the extent such delay or failure is attributable to force majeure.

For the purposes of this Agreement "force majeure" shall be regulated by Articles 1147 and 1148 of the Belgian Civil Code.

If either Party is prevented or delayed from or in performing any of its obligations under this Agreement by force majeure it shall promptly give written notice to that effect to the other Party, stating the particulars of such force majeure and of the obligations thereby affected, and shall thereupon be excused the performance or punctual performance as the case may be of such obligations for so long as the circumstances of force majeure may continue. A Party so affected by force majeure shall use every reasonable effort to minimise the effects of force majeure upon the performance of this Agreement and shall promptly resume performance as soon as reasonably possible after removal of the circumstances of force majeure.

Article 21 - Termination

Notwithstanding anything elsewhere in the Agreement to the contrary, APETRA may at its sole discretion, terminate the Purchase Contract immediately upon written notice to the Seller in the event that the Seller becomes bankrupt or insolvent, enters into arrangement with its creditors or has any petition or proceedings under Insolvency Laws commenced against it.

Article 22 - Assignment

Seller shall not assign its rights or obligations under the Purchase Contract in whole or part without the prior written consent of APETRA, which shall not be unreasonably withheld.

Article 23 - Miscellaneous

23.1 Severability: if any clause of the Purchase contract is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Purchase Contract (and of such article) shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable clause (or part thereof).

23.2 Survivability : if for any reason, the Purchase Contract shall be terminated, then such termination shall be without prejudice to any rights, obligations, or liabilities of either Party which have accrued at the date of termination but have not been performed or discharged, and any part of the Purchase Contract having any relevance thereto or any bearing thereon shall, notwithstanding the termination of the Purchase Contract, continue in force and effect.

APPENDIX 1 to the GT&C's for purchase

**Analyses prior to discharge
Key points**

Analytical Services – Automotive Fuel - Gasoline EN 228 – Short Analysis	
Property	Test method
Density (at 15°C)	EN ISO 3675 / EN ISO 12185
Octane number Research, RON	EN ISO 5164
Octane number Motor, MON	EN ISO 5163
Sulphur content	EN ISO 20846 / EN ISO 20847 EN ISO 20884 EN ISO 20846 / EN ISO 20884
Distillation	EN ISO 3405
% (v/v) recovered at 70°C	
% (v/v) recovered at 100°C	
% (v/v) recovered at 150°C	
End point	
Appearance at 20°C oxygenates	ASTM D 4176 EN 1601 / EN 13132 / EN 14517

Analytical Services - Automotive Fuel - Diesel EN 590 - Short analysis	
Property	Test method
Density (at 15°C)	EN ISO 3675 / EN ISO 12185
Flash point	EN ISO 2719
Sulfur content	EN ISO 20846 / EN ISO 20847 EN ISO 20884
Distillation	EN ISO 3405
% (v/v) recovered at 250°C	
% (v/v) recovered at 350°C	
95% (v/v) recovered at	
Cloud Point	EN ISO 23015
Colour	ASTM D 6045 or ASTM D 1500
Appearance at 20°C	ASTM D 4176
CFPP	DIN EN 116
Fame content: biofree	EN 14078

Analytical Services - Heating Oil - EN 590 & NBN T52-716 - Short analysis	
Property	Test method
Density (at 15°C)	EN ISO 3675 / EN ISO 12185
Flash point	EN ISO 2719
Sulphur content	EN ISO 20846 / EN ISO 20847

	EN ISO 20884
Distillation	EN ISO 3405
% (v/v) recovered at 250°C	
% (v/v) recovered at 350°C	
95% (v/v) recovered at	
Cloud Point	EN ISO 23015
CFPP	DIN EN 116
Colour	ASTM D 6045 or ASTM D 1500
Appearance at 20°	ASTM D 4176
Fame content: biofree	EN 14078

Analytical Services - Burning kero CI, C1 & C2 - Short analysis

Property	Test method
Distillation	EN ISO 3675 / EN ISO 12185
Flash point	EN ISO 2719
Sulphur content	EN ISO 20846 / EN ISO 20847
	EN ISO 20884
Appearance at 20°C	ASTM 4176

Analytical services – Aviation Fuel A1 ASTM D 1655 – Short analysis

Property	Test method
Appearance at 20°C	ASTM D 4176
Colour	ASTM D 156 of D 6045
Parts pollution	ASTM D 5452 of IP 423
Distillation	ASTM D 86 of IP 123
Flash point	ASTM D 3828 of IP 170
Density (at 15°C)	ASTM D 4052 of IP 365
Freezing point	ASTM D 2386 of IP 16
Copper strip corrosive (2hrs at 100°C)	ASTM D 130 of IP 154
Gum content	ASTM D 381 of IP 131
FAME content: biofree	GCMS

Analytical services – Heavy fuel oil NBN 52-717 – short analysis

Property	Test method
Density (at 15°C)	EN ISO 12185 / 3675
Flash point	EN 22719
Pour point	ISO 3016
Viscosity at 50°C & 100°C	ISO 3104
Sulphur content	ISO 8754 / 14596
Water content	ISO 3733

Documentary instructions

	TO BE ON BOARD		TO BE SENT TO APETRA		TOTAL	
	OR (*)	CC (*)	OR (*)	CC (*)	OR (*)	CC (*)
B/L	/	2	3/3	1	3	3
Certificate of quantity	/	2	1	1	1	3
Certificate of quality	/	2	1	1	1	3
AAD certificate	1	1	/	1	1	2
Timesheet	/	2	1	1	1	3
Ullage report	/	2	1	1	1	3
Master receipt for Docs	/	2	1	1	1	3
Master receipt for samples	/	2	1	1	1	3
Certificate of tank cleanliness to be issued by independent surveyors	/	2	1	1	1	3
Material Safety Data sheet			1			

Bill of Lading :

Each clean on board original and copies to be signed by master and to show Vessel's stamp.

- B/L are to be numbered in the following way: 1/3 – 2/3 – 3/3, issued to order of APETRA, and Product described as per nomination
- No additional clause will be accepted on the B/L.
Every modification of the B/L has to be countersigned and dated by the master.
Receiver needs, if applicable, an original AAD document to clear the importation.

If AAD original is not on board, please send it by special courier to :

APETRA
Boulevard de l'Impératrice 66
1000 Brussels
Belgium.

- (*) OR = original
CC = copy

APPENDIX 2: Specimen candidacy letter

<Letterhead of candidate>

Re: Candidacy for inclusion on the List of Selected Sellers

I/we, undersigned, being authorized signer(s) for <name of the Company> (the candidate), hereby submit the following Candidacy for evaluation by APETRA.

In so doing I/we request to be invited to submit a tender for the sales of (crude) oil (products) to APETRA.

If I/we am/are invited to submit a tender, I/we will submit a tender on the basis of the Framework agreement for the purchase of crude oil and oil products APETRA/2017/1, it's APETRA GT&C for purchase and the Individual Purchase Contract.

The attached candidacy consists of the following documents:

Document	Enclosed (yes/no)
Annual accounts of the last two closed financial years	
If applicable: the documents necessary for partnerships and companies belonging to the same group	
Information on deliveries in bulk	

Company

Name

Company form

Address (street+no.)

Postal code + city

Country

Contact person(s) for the Candidacy and the requests for tenders:

Name
Position
Tel
Fax
E-mail

Place and date

Name
Function
Signature

