



中石化浙江舟山石油有限公司
SINOPEC ZHEJIANG ZHOUSHAN PETROLEUM CO., LTD.

中国石化燃料油（新加坡）有限公司
SINOPEC FUEL OIL (SINGAPORE) PTE LTD

Sinopec General Terms and Conditions for Sale of Marine Lubricants

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Preamble

According to the law of the People's Republic of China, the buyer and the seller have reached the following contract on the transaction of marine lubricants.

1. Operation plan. Unless otherwise agreed by both parties, the buyer shall inform the seller of the specific operation plan 3 working days in advance (hereinafter referred to as: order), and the operation plan can be implemented after being confirmed by both parties. The content of operation plan shall include: grades, quantity, location, receiving vessel, operation time, etc. The business contact designated by both parties shall be confirmed in writing. If the buyer has special requirements for oil supply operation, or there are circumstances that may affect the lubricants supply operation, the buyer shall inform the seller in writing, and the seller shall confirm in writing if it can meet the requirements.

2. Delivery quantity. The delivered goods are prepackaged lubricants. Both parties shall count the quantity of the delivered goods by piece instead of volume or weight. The lubricant delivery receipt (LDR) jointly signed by the representatives of both sides is the only certificate for the delivery of the goods.

3. Quality control. The Seller shall guarantee that the lubricants meet the agreed specifications. In case of any dispute over the quality, both parties may jointly appoint a qualified and independent laboratory to conduct quality analysis. The Seller shall be liable for the buyer's loss due to the quality discrepancy of lubricants. The buyer shall bear the losses caused by the wrong selection or improper storage or use after delivery. Lubricants should avoid direct exposure to the sun and rain.

4. Transportation and unloading costs. Unless otherwise agreed by both parties, the Seller shall bear cost of land transportation, and the buyer shall bear the cost of waterway transportation. Unless otherwise agreed by both parties, when the buyer and the seller hand over the goods, the pumping operation shall be arranged or borne by the seller, and the lifting operation shall be arranged or borne by the buyer.

5. Package recycling. The 1000L packages shall be recovered by the seller, and the buyer shall pay for them separately if necessary. The lubricants packages of 200L and below belongs to the buyer. If the buyer does not need them, the seller can recover them free of charge, and their title will be transferred to the seller.

6. Payment method. For bonded lubricants, unless otherwise agreed by both parties, the buyer shall make payment in full within thirty (30) days (delivery day inclusive) after receiving the goods. For domestic lubricants, unless otherwise agreed by both parties, the buyer shall make payment before receiving the goods.

7 Exchange rates. For bonded lubricants, both parties may choose to use USD or CNY for settlement. In case the currency of settlement is inconsistent with the currency of pricing, unless otherwise agreed by both parties, the exchange rate shall be the central exchange rate published by the Bank of China on the order date. The settlement and pricing currency of domestic lubricants is RMB.

8 Receiving bank account. The buyer shall pay according to the account information on the sealed invoices issued by the seller, and the seller will not inform the buyer of the change of bank account only via email or instant messenger.

9. Safety and environmental protection. During the delivery, the representatives of both sides shall wear safety helmet and other necessary protective equipment, and shall not operate after drinking and fireworks are strictly prohibited. During the pandemic of COVID-19, all operators must wear masks. If any improper behavior go against regulations, the other party's representative can immediately stop the operation and demand to correct it. If the fault party refuses to correct, the operation can be terminated, and the relevant expenses or losses shall be borne by the fault party.

10 Technical support. The seller shall guide and train the buyer for free in lubricants selection and use. In case of any abnormality when using, the seller shall provide the sample analysis service free of charge during the contract period.

11. Transfer of contract. Unless otherwise agreed by both parties, the rights and obligations of this contract shall not be transferred to a third party. In case the buyer needs a third party to make the payment, the payer can only be the buyer's employee, legal representative, investor or asset related company, and the buyer shall provide the Payment Consignment Agreement which shall be signed and sealed by both the buyer and the payer, and proof of asset relationship or labor relationship.

12. Right of uneasy defense. If the buyer fails to pay the due payment to the seller or the seller's affiliated companies (including lubricants or other refined products) on the planned delivery date, or the seller has reasonable concern on the buyer's ability to pay, the seller has the right to suspend the implementation of the contract. However, after the buyer has paid the full amount of payment, or after the reasons for the seller's uneasiness have been eliminated, the seller shall still fulfill the contract actively.

13. Force majeure. In case of any situation that cannot be avoided or prevented even though both parties have done their duties of honesty, faithfulness, and diligence, which results in the failure to fulfill this contract, it shall be deemed as having encountered force majeure. If the contract cannot be performed or cannot be fully performed due to force majeure, the party that has encountered force majeure shall notify the other party within 24 hours of the occurrence of the force majeure event, and shall take measures to avoid and reduce the expansion of the loss as far as possible. If any party fails to take effective measures to cause the expansion of loss, it shall be liable for the expanded loss. The term "force majeure" mentioned in this contract includes but not limits to: earthquake, mountain torrents, tsunami, typhoon, war, government prohibition and

other situations belonging to force majeure. When the lubricants are to be supplied by waterway, if the supply ship has arrived at the designated location and is berthing or conducting operations, and adverse sea conditions suddenly occur, which, according to the judgment of the supplier, may endanger the safety of any party's personnel or property, the supply ship shall have the right to unilaterally suspend or terminate the operation. Such situation shall be regarded as force majeure, and the seller shall be exempted from the burden of proving the existence of the force majeure, hence the seller and the buyer, shall not be held responsible for each other.

14. Title and risks. The risk of the goods passes to the buyer when the goods pass over the board of the vessel designated by the buyer, or when the goods are delivered to the place designated by the buyer. If payment is made before delivery, the ownership and risk of the goods shall be transferred to the buyer at the same time; in case of transaction on credit, the seller keeps the title of the goods until the buyer fully make the payment.

15 Confidentiality. The buyer and the seller shall keep the contract confidential. The buyer and the seller shall not disclose the contents of the contract to a third party without the written consent of the other party, otherwise, which shall be liable for breach of contract.

16 Liability for breach of contract.

16.1 If the buyer delays the payment, the seller shall be entitled to claim 0.02% of the unpaid amount for each overdue day, and the seller shall have the right to terminate the contract if the buyer fails to pay for 30 days. The liquidated damages paid by the buyer to the seller under this contract shall be complemented if they are insufficient to cover the actual losses suffered by the seller.

16.2 If the seller is negligent in fulfilling the obligations under the contract and causes losses to the buyer, the buyer shall have the right to claim compensation according to the actual loss.

16.3 The losses agreed in this contract include but are not limited to the loss of economic interests, investigation fees and notarization fees paid by one party to verify the other party's breach of contract, litigation costs, attachment costs, attorney's agency fees, consulting fees, travel expenses, etc.

17 Laws and disputes

17.1 This contract shall come into force after being confirmed in writing by the representatives of both sides. The email/facsimile of the contract has same legal effects.

17.2 Business negotiation shall take the priority in disputes solution, and either party may initial a legal processing to the court where the seller is located If the negotiation fails.