

SALES AND PURCHASE AGREEMENT

供销合同

(Russian Fuel Oil Mazut M-100 GOST 10585-75品名

CONTRACT NO 合同编号:

SELLER' S TRANSACTION CODE 卖方交易代码 :

BUYER' S TRANSACTION CODE 买方交易代码 :

This agreement ("The Agreement") made on XXX Nov 2010 and entered into Between.

本合同于 2010 年 XXX 月 XXX 日由以下两方共同制定:

BUYER 买方 : WWWWWW

ADDRESS 地址 : WWWWWW

TEL 电话 : WWWWWW

FAX 传真 : WWWWWW

E-MAIL 电邮地址 : WWWWWW

REPRESENTED BY 代表 : WWWWWW

TITLE 职务 : WWWWWW

Hereinafter referred to as "BUYER"在下文中称为“买方”

AND 和

SELLER 卖方 :

ADDRESS 地址 ∴

TEL 电话 ∴

FAX 传真 ∴

E-MAIL ∴

REPRESENTED BY ∴

代表

TITLE 职务 ∴

Hereinafter referred to as "SELLER"在下文中称为“卖方”

This Contract is made and entered into and executed by and between ~~the companies~~ XXXXXX ., " hereinafter referred to as the "SELLER" represented by XXXXX, president, on one hand, and the company XXXXXX " hereinafter referred to as the "BUYER", represented by XXXXXX, President on the otherhand, acting on the basis of a Corporate Resolution, together hereinafter referred to as the "PARTIES", agree as follows:

本合同由 XXXXXX(即“卖方”) 其代表人 XXX 董事为一方, XXXXXX (即“买方”) 其代表人 XXX, 董事长为另一方, 双方在友好合作的基础上签订以下协议, 合同内容如下所述:

Product产品: XXX (M100)
Quantity数量: XXX MT/month x 12monthes XXX 万吨/月 X 12个月
Origin原产地: XXX (Russia 俄罗斯)
Price价格: USD \$XXX PER MT China Port. USD XXX /MT CIF 中国港口
Destination Port卸货港: ASWP China Port 任意安全中国港口
Inspection质检: SGS International at Loading port by Seller expense and CIQ at the discharge port

Buyer expense. SG在装运港口进行检验，费用由卖方支付； CIQ 在卸货港口检验，费用由买方支付

WHEREAS the parties mutually accept to refer the general terms and definitions set out by the INCOTERMS EDITION 2000 with latest amendments, having the following terminology fully understood and accepted. 双方相互接受的是由国际贸易通则 2000 最新修订版本列出一些总的定义和术语，可公认理解与接收的定义与术语如下：

DEFINITIONS 定义如下：

Metric Ton (MT) 公吨

A measure of weight equivalent to one thousand kilogram mass (1.000 kg).

一公吨相当于一千千克

Commodity 商品

Is referred to as "RUSSIAN MAZUT 100 GOST 105-85-75" in this Contract also referred to as "Goods" 这里指俄罗斯重油，本合同称之为货物

Day 日

Means a calendar day, unless differently specified.

除非另有规定，这里均指一个公历日，

Month 月

Means a Gregorian calendar month.

这里指阳历上的月。

Calendar Quarter 季度

Period equal to three (3) months and commencing in January, April, July and October.

一季度指三个月，分别从1月1日，4月1日，7月1日和10月1日开始。

ASTM 美国实验与材料协会

American Society for Testing and Materials, is the Institute, internationally recognised, that approved all

and Procedures used in the Oil Industry and to be referred in this agreement to the latest revised edition in force to date.

指美国材料试验协会，是一家国际社会承认的、负责批准石油行业所有标准、测试和程序的机构，本协议参照此协会最近修订的目前正在执行的标准。

Terminal / Port of shipment 货栈/装货港

The Port or mooring specified by the Seller, as item 卖方所指定的装运货物的货栈或港口。

Delivery Date 交货期

The date mutually accepted by both Seller and Buyer as the date on which the nominated first class independent inspector has ascertained the quantity and quality of the product pumped into the Buyers discharge terminal.
指经买卖双方共同接受认可的日期，在该日期，指定的国际一流检测机构检验并确定了泵入买方指定的卸货港设施的油品的数量和质量；

Platts 普氏

The organisation internationally recognised and accepted, who publishes official quotations of Petroleum products on a daily basis.

一个国际上任何并接受的机构，该机构每天会公布官方的石油产品的价格。

Whereas, the Parties mutually desire to execute this agreement which shall be binding upon and inure to the Parties, their legal representatives, successors and assigns, in accordance with the jurisdictional law of fully executed contract with terms and provisions hereunder agreed upon:

买卖双方在此同意执行本合同，本合同按照协议双方所在地的法律对买卖双方及他们的接任人和转让人均有约束力。本协议是一份完全生效执行的合同，条款和条件如下：

1. SUBJECT OF THE CONTRACT 合同内容如下：

1.1. The Seller has sold, and the Buyer has bought, of CIF \$XXX/MT Tianjin Port, China a quantity of XX,XXX MT (+/-5%) Per Month, MAZUT-100(10585/75) further called the "Goods", quality to conform to Appendix No.1. in contractual quantity of uniform tanker lots during (12) Months for a total quantity of XXX,XXXMT (+/-5%)
卖方销售，买方购买 CIF 术语下，单价 \$XXX/MT 中国天津港，每月 XX,XXX(+/-5%) 公吨，质量参考附录 1 内容的俄罗斯重油，连续 12 个月的总数量达到 XXX,XXX(+/-5%) 公吨，每月交货 XXX 万吨(+/-5%)。

1.2. The following documents will be considered as an integral part of the present Contract:

以下文件视为本合同中不可分割的一部分

1. Appendix No.1: SPECIFICATION of RUSSIAN MAZUT 100 GOST 105-85-75 材质单
2. Appendix No.2: Delivery Schedule 交货时间表
3. Appendix No.3: Price 价格
4. Appendix No.4: Terms of payment 付款条件
5. Appendix No.5: Draft Text of Performer's 履约保证金
6. Appendix No.6: Draft Text of a Letter of Credit 信用证文本
7. Appendix No.7: Proof of Product 产品证明

2. QUALITY AND QUANTITY 质量和数量

2.1. The quality of the Goods sold under this Contract shall meet the specification indicated in the Appendix 1. 本合同项下所销售的货物的材质符合附件 1 中的指标规定。

2.2 The tanker's lot ~~XXX, XXX~~ MT +/- 5% in weight.
每批次油轮是 XX , XXX 公吨, 溢短装 +/-5%。

2.3 The total contractual quantity of the commodity sold and purchased under this agreement is XX,XXX metric tons (+/-5%) per month. The specified quantity is equivalent to XXX,XXX MT (+/-5%) The quantity may increase through possible rolls and extensions, by negotiation between both parties and a separate appendix will be agreed. The seller and the buyer hereby agree to deliver and accept the above quantity in partial shipments as per "Clause" 9 Delivery" and as per "Appendix 2 of Delivery." Every shipment is no more than XXX MT (+/-5%).

本合同项下的购销数量是 XX , XXX (+/-5%) 公吨/月, 一年共 XXX , XXX (+/-5%) 公吨。其数量是可以追加的, 经买卖双方协商后可以用附件的形式进行确认。买卖双方在此同意条款 9 及附件 2 中的装运计划可以分批装运, 每一船的数量不能超过 XX,XXX MTS(+/-5%)。

3. TIME OF DELIVERY 交货期

3.1. The first delivery of the Goods: maximum 20-30 days after instrument of DLC received by the Seller's bank. 第一次交货期: 卖方银行收到 DLC 后的 20-30 天(最大期限)内交付第一批货物。

4. DELIVERY AND ACCEPTANCE 交货和接受

4.1. The quantity indicated in the Bill of Lading to be considered as a lot of the Goods. 提单中的数量被认为本批货物的数量

4.2. The date of the ship bill of lading will be considered as the date of shipment
提单中的日期即为装船日。

4.3. In accordance with the terms of this contract, the Title to the Goods and all the risk of loss shall
as the product passes the vessel's permanent hose connection (outturn flange) at the port of unloading. Title and
property shall pass to the buyer as the product passes the outturn flange at any nominated unloading port
按照本合同条款之规定，货物的所有权和货物的损失风险将在货物在卸货港越过船只永久性的管道接口后转
移给买方。 货权在货物越过买方指定的卸货港口的卸货法兰后转移给买方。

4.4. Custody for the Goods delivered herein shall be on Buyers after the moment of passing risks accor
i. 5. 3.

按照本协议 5.3 的规定， 货物的风险转移给买方后， 货物的保管权也转移给买方。

4.5. The quantity and quality of the Goods delivered by the Seller and accepted by the Buyer will be final as
ascertained at the unloading port and should be performed in accordance with the standards and methods c
force at port of unloading.

买卖双方同意， 卖方交付买方接受的货物的质量与数量以卸货港口的检验报告为准， 该检测报告是最终的。 检
测标准应该采用目前卸货港口正在执行的标准。

4.6. The quality of the Goods to be delivered under this Contract shall be indicated in the Certificate of
by independent company at unloading port.

本合同项下交付的货物， 其质量以目的港口独立的第三方公司的检验报告为准。

4.7. Quantity of metric tons shall be represented decimally up to one thousandth (to the third decimal pla
inclusive, the following digits have not to be considered).

公吨数量计算到千分之一， 即小数点后三位（小数点后的第三位包含在内， 第三位以后的数字不予考虑。）

4.8. During loading of the relevant vessel, sampling should be performed according to the standard procedure
currently in force at port of loading with presence of ships authority. The samples taken and thoroughly
be filled into bottles and sealed.

在装船期间， 抽样应该按照目前的标准在装货港的相关机构监督的情况下进行， 采集的样品要混合在一起装
入瓶子铅封。

4.9. The test for quantity and quality shall be affected by SGS or CIQ (China) inspection service, the s
"SGS" costs in loading port, the buyers bear the "CIQ" cost in discharge port.

数量和品质的检测应由 SGS 和 CIQ 检验机构来进行， 装货港 SGS 检验费用由卖方承担， 卸货港 CIQ 检验费
用由买方承担。

4.10. One part of these samples filled into not less than two bottles and sealed by the Seller or their appointed representatives to be placed on board of the tanker under care of the Master, for delivery to the Buyer or their nominated agent at the discharge port. The other part of the same samples, filled into not less than two bottles by the Master, is to be kept by the Seller.

其中的一部分样品，至少要有 2 瓶由卖方或其委托方密封好后，放于油轮的甲板上，由船长照看，在卸货港交给买方或其代理人；另外一部分样品，不少于 2 瓶的数量，由船长封口后交给卖方保存。

4.11 The seller will contact the shipping company to summarize shipping schedule and finalize the insurance for the transportation of the goods.

卖方联系船运公司以确定装货时间表，并和保险公司联系，安排好保险单。

4.12. Single shipment Quantity: 50,000MT +/-5%

单船数量为 50,000 公吨 (+/-5%)。

4.13. Port of shipment Vladivostok PORT IN RUSSIA

装货港为俄罗斯的海参崴港口

5. PRICE AND TERMS OF PAYMENT

价格和支付条款

5.1 The price CIF for RUSSIAN MAZUT 100 GOST 105-85-75 sold under the present contract, on conditions CIF ASWP.

本合同俄罗斯重油 M 100 GOST 105-85-75 价格为 CIF ASWP 。

5.2. The price and the terms of payment are stipulated in Appendices No.3 and No.4.

付款方式和价格见附件 3 和附件 4.

6. POLLUTION COMPENSATION

污染赔偿

6.1. It is in the interest of both the Seller and the Buyer to ensure that the cargo is well protected and not to discharge into the sea to avoid pollution of the sea. Accordingly, the Seller warrants that all vessels nominated to carry the cargo shall be enrolled in PANDI and the Seller warrants that they are members of CRISTAL LIMITED or, if not, that they will immediately become members of CRISTAL LIMITED.

买卖双方在此确认货物应被保护不随意入海，以及应避免海水污染。相应地，卖方应确保所有装运货物的船舶隶属于 PANDI，同时卖方保证船只是 CRISTAL 成员，如果不是的话，他们会很快成为该公司成员。

7. TERMS OF DELIVERY

交货条款

7.1. It is the seller's responsibility to contact the appointed shipping company and summarize the dates and tanker positions not later than fifteen (15) days prior to the commencement of ~~XXXXXX~~ ~~before~~ the vessel is chartered, the information of vessel must be present to buyer. The information will be present to buyer for the proof of discharge port in three working days. Only after the seller receive the proof, the vessel is chartered.

卖方负责和指定的船公司及时沟通，并在 XXX 港口装船前 15 天，及时把油轮的位置及装运日期告知买方。在租船之前，船只等信息必须提供给买方。买方应该在 3 个工作日内把这些信息提交给卸货港口，并得到卸货港口的许可证明。只有在卖方收到卸货港口的证明文件后，该船才可以租用。

7.2. The Seller to provide tanker's fix up with full tanker detail within maximum ten (10) days from the date of agreement concerning respective lot of Goods to be unloaded. The seller shall provide the buyer the appropriate party agreement of which SELLER shall procure a policy with a first class Marine Insurance Institute to cover 110% (one hundred and ten percent) of the value of the each month cargo.

卖方应自协议签订之日起最长 10 天内，提供每批将要装卸货的油轮的行程及其他详细情况。卖方提供经过认可的租船协议给买方，并且卖方应该从一流的保险公司对每批货物投保 110%。

7.3. The Seller, in accordance with agreed by both Parties tanker positions, are to cable or telex to the buyer not later than five (5) days prior to arrival of the tanker at the unload port the name, capacity, flag, demurrage, draft, and the vessel, approximate date of her arrival at the unload port and all necessary information about shipment and requirements to issue of shipment documents.

在买卖双方就油轮位置协商好后，关于卸货港的名称，油轮容量，标志，滞期费，船舶吃水情况，大约到港日期等相关装运信息，卖方应最晚于在油轮到达目的港口前 5 天把这些详细资料电传或传真给买方。

7.4. Furthermore, the Master will cable or telex to the Buyer AND Ship owner's agent at the unloading port not later than 96 hours prior to her arrival stating capacity, flag and draught and for the vessel's arrival 48, 24 and 12 hours before her arrival at the port of unloading.

此外，船长应把油轮预计到卸货港的时间，距到港 96 小时之前的油轮容纳情况，油轮标志，船舶吃水情况，电传或传真给买方和船代理，在距卸货港 48 小时，24 小时和 12 小时时，分别汇报一次。

7.5. CIF ASWP, which can handle the draft of 50000 metric tons shipload. The unloading port must be capable of unloading the ship as in the lay time set forth in the present contract.

CIF 世界上任何一个能承载 50,000 公吨的安全港口。本合同项下的卸货港必须有此承载能力。

7.6. within 48 hours after the cargo being loaded, the seller will advise the buyer of the quantity & quality of the cargo inspected by SGS. The seller shall include in the advice the contract number, vessel's name, loading weight, and estimated time of arrival at the unloading port.

装船后 48 个小时内，卖方应把装运的数量和质量及 SGS 检测报告通知买方。另外，卖方应将合同号，船名，装载重量，预计抵港时间一并通知买方。

7.7. The Buyer cannot claim the Seller damages incurred against for late delivery or short delivery of the goods, which would result from reasons beyond Seller's control, including but not limited to congestion and/or adverse weather conditions.

在超过了卖方控制的权限，包含但不限于船堵塞，和/或不利的天气条件，买方不得要求卖方就此引起的迟交或短交货物造成的损失进行赔偿。

7.8. The Seller's tankers should, in all respects comply with the regulations in force at the loading port, such as seaworthiness, fire- and other safety, measurements, depilating and unloading capacity etc. Otherwise all extra costs shall be borne by the Seller.

卖方油轮应在各个方面，均要符合装货港的要求，如适航性，消防及其它安全，测量及其卸货能力等等，否则，由此造成的一切损失和由此产生的一切额外费用均由卖方承担。

7.9. The Buyer shall unload or arrange for the unloading of the vessel at a berth(s), which Sellers shall cause to be provided free of charge and where the nominated vessel can lie and load, always safely afloat. 当船到达泊位处，买方应负责卸货或安排卸货，其中泊位应由卖方提供，或卖方免费安排一个可以使船舶停靠卸载，及平稳安全的地方。

7.10. On arrival of the vessel at the port of unloading after Free Practice granted (sanitary inspection) where it is possible and practicable, the Master or his agent is to give to the Buyer's representative notice of Readiness of his vessel for unloading the goods.

油轮到达卸货港时，在卫生检验后，在可以进行卸货时，船长或其代理应签发 NOR 给买方代表，表示已经准备好可以卸货了。

7.11. Notice may be given at any time of the day or night unless it is not consistent with the local port regulations. 卸货通知可以在白天或晚上任何时间给出，除非它不和当地港口的管理条例相冲突。

7.12. Lay time will commence six (6) hours after such Notice is given by the Master, or immediately upon the arrival of the vessel, whichever first occurs.

卸货时间自船长发出卸货通知起 6 小时内开始算起，或者自船只停泊好立即开始算起，以较早者为准。

7.13. Should the Seller's nominated vessel arrive before agreed unloading window, the Buyer shall take their power to effect the unloading of the said vessel as promptly as possible, but the computation of lay time shall be only on 06:00 of the first day of UN-loading window or upon the actual berthing of this vessel, whichever is later. 如果卖方指定的船只在约定的卸货时间之前到达卸货窗口，买方将尽其所能立即安排卸货，但是卸货时间的计算从到达卸货窗口的第一天的 6:00 开始算起，或者本船只的实际停泊时间开始算起，哪个时间早就采用哪个时间。

7.14. Should the Seller's nominated vessel arrive after agreed unloading window, the Seller will take a their power to effect the unloading of the said vessel as promptly as possible, but the computation of lay only upon the actual berthing of the this vessel.

如果卖方指定的船只在约定的卸货时间之后到达卸货窗口，卖方将尽其所能立即安排卸货，但是卸货时间的计算以实际的停泊时间开始算起。

7.15. Unloading will be considered completed and lay time will cease upon disconnection of loading arms hoses) provided the relevant shipping documents are procured and put on board of the vessel within three after said disconnection of hoses. The unloading of the ships shall undertake, organized, and guaranteed Any demurrage caused by the buyer is for the buyer's account and if caused by the seller is for the seller. 当断开输油软管后，应在 3 个小时内签发并送到船上相关的卸货文件，到此为止，认为卸货完成，卸货时间终止。卸货由买方来组织安排并保证。任何滞期费的产生属于买方的责任由买方承担，属于卖方的责任引起的由卖方承担。

7.16. Should the shipping documents not be put on board of the vessel within said 3 hours, then any time lost in excess of these 3 hours to count as lay time, and, in case of demurrage, shall be paid by the Buyer, at demurrage rate.

如果卸货文件没有在上述的 3 小时内送达船上，则该 3 小时以外的时间也计算为卸货时间，并且，如果产生了滞港现象，则应由买方按照滞港费率进行支付。

7.17. Time during which unloading could not be effected because of any reasons beyond the Seller control waiting for and proceeding of sanitary, border and customs inspection, provided same done before all fast mooring and other actions while proceeding from the anchorage to the berth (limited to the first shift) during which unloading could not be effected due to technical and other conditions, attributable to the be counted as lay time.

由于任何超越卖方控制范围，例如等待并进行卫生检查，国界和海关视察，停泊等行为，由于技术条件，油轮原因及其它原因和情况而未能卸货，这些时间均不被计算在卸货时间内

7.18. Time, when there are no mooring and unloading operations in the port due to bad weather conditions consumed by second and following shifting if caused by bad weather conditions, shall be counted as one hour, or, if demurrage, at one half demurrage rate only if bad weather was the only reason of delay.

由于恶劣天气造成的无法停泊和卸货的时间损耗，卸货时间应算为一半。如果有滞港费，恶劣天气是滞港口的唯一理由，则按照滞留期比率的一半来计算。

7.19. Sundays and public holidays will be included in the calculation of lay time and will be calculated demurrage if these days are working days in the port of unloading.

如果在卸货港口，星期天和公众假日也进行工作的话，则星期天和公共假期包括在卸货时间内，如果出现滞港，则这些时间也被认为是滞港的时间。

7.20. Lay time for the vessels is determined by the Seller according to the International standards for tanker, calculation of its capacity quantity loadable Goods in accordance with the Schedule of delivery (Appendix No. 2).

卖方按照国际标准中的此类轮船决定货船的延期时间，货船的能力、承载货物量与运输计划（附录 2）保持一致。

7.21. Demurrage will be paid on the Buyer's demand per running hour and pro rata for part thereof at the rate stipulated in the Charter Party for the shipment.

滞留费将按照买方要求的以每运行小时和每批货物的租船合同中规定的比例计算。

7.22. Lay time for part cargoes (to be loaded at the same berth) shall be prorated according to cargo consignee causes certain delay, then demurrage due to this delay will not be prorated but paid by this company. 部分货物（同一泊位装载的）的装卸时间将根据货物大小按比例分配。如果由于其他收货人的原因造成的滞期，则因此而产生的停滞费用应由这个收货人来支付。

7.23. Any demurrage claim must be presented to Sellers within six (6) months from the Bill of Lading date, claim will be declared null and void. Demurrage claim to be considered and paid within two (2) months from receiving from Buyers of all the necessary documents confirming such claim.

所有滞留费索赔必须在提单之日起 6 个月内呈交给卖方，否则索赔将视为无效。滞留费索赔应在收到买方所有必要文件后的 2 个月内受理并支付索赔。

7.24. Seller endeavor to provide Statement of Facts, Time Sheet, Notice of Readiness, Copy of Charter Party and other documents, related to relevant shipping.

卖方应尽力提供实时记录、装卸时间表、准备通知、租船合同的副本及其他与装运相关的资料。

7.25. The volume of delivery can vary by +/-5% (Five per cent) from the total contract quantity. 实际运输量与合同规定的总量有 +/-5% 的溢短装。

7.26. Unloading terminal. Buyer guarantees unloading of seller's ships at terminals named in appendix 卸货港：买方向卖方保证货船的卸货港于附录 6.1 中的一致。

8. INSURANCE 保险

8.1 Upon seller's confirmation of the chartered vessel, Seller, at his own cost, shall procure a policy Marine Insurance Institute to cover the 110% (one hundred and ten percent) of the value of the each month. Seller shall contact the shipping company to finalize the procurement of the required insurance policy. 一旦卖方租船确定，卖方应从一流的保险公司按照每月货物价值的 110% 进行投保。卖方应联系船运公司，完

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