

**Information reg. the terms and conditions of the open tender for the commercial bids  
for the long term sale of diesel fuel which will take place  
on November 29<sup>th</sup>, 2019.**

Beloil Polska Sp. z o. o. (hereinafter – Beloil Polska, Seller) invites you to participate in the **open tender** for the commercial bid for long term sale of diesel fuel DT-Z/L-K5 produced by OJSC Naftan (hereinafter – Tender) which will take place on **November 29<sup>th</sup>, 2019**.

<b>Goods</b>	<b>Month of delivery, 2020 г.</b>	<b>Quantity, mt (+/-10% in the Seller's option) with delivery to Poland, Czech Republic, Slovakia</b>	<b>Delivery basis</b>
Diesel fuel DT-Z-K5, grade F	January	25.000	DAP Brest***, DAP Svisloch, DAP Bruzgi****
Diesel fuel DT-Z-K5, grade F	February	25.000	
Diesel fuel DT-Z-K5, grade F	March	25.000	
Diesel fuel DT-Z/L-K5, grade F/C*	April	25.000	
Diesel fuel DT-L-K5, grade C	May	15.000	
Diesel fuel DT-L-K5, grade C	June	0 – 15.000 **	
Diesel fuel DT-L-K5, grade C	July	0 – 15.000 **	
Diesel fuel DT-L-K5, grade C	August	0 – 15.000 **	
Diesel fuel DT-L-K5, grade C	September	0 – 15.000 **	
Diesel fuel DT-L/Z-K5, grade C/F*	October	15.000	
Diesel fuel DT-Z-K5, grade F	November	15.000	
Diesel fuel DT-Z-K5, grade F	December	25.000	

\* 15.04.2020 OJSC Naftan will begin the production of summer grade of fuel without production of transitional grade.

15.10.2020 OJSC Naftan will begin the production of winter grade of fuel without production of transitional grade.

\*\* As a result of the planned renovation works in the refinery a complete lack of resource can take place with the possibility to replace the product with a resource of another producer offering the Goods with the similar quality characteristics.

\*\*\*In case of delivery of Goods on the basis DAP Brest there is a possibility of loading to the European rail tank cars 1435 mm with the transshipment on the terminal LLC „WestTransExpedition”. Transshipment services are offered by Beloil Polska.

\*\*\*\* In case of delivery of Goods on the basis DAP Bruzgi there is a possibility of loading to the European rail tank cars 1435 mm with the transshipment on the terminal JSC „Vilaris”. Transshipment services are offered by Beloil Polska.

**The delivery bases for a.m. oil product may be changed/ specified before the tender date.**

**The Tender is held with no price alteration or withdrawal opportunity of the submitted bid.**

**The Tender is subject to deposit.**

**The terms of the Goods selling:**

**Seller:** Beloil Polska

**Organiser:** Beloil Polska

**Buyer:** the Applicant admitted as the Tender Winner

**Producer:** OJSC Naftan. The Seller has a right to change the producer offering the Goods with the similar quality characteristics within the period of delivery of the Goods.

**The quality of the Goods to be sold:**

Diesel fuel DT-Z/L-K5, grade F/C – quality as STB 1658-2012 and EN-590.

**The partial purchase of the tender volumes of the Goods is possible.**

The shipment of each monthly Goods lot may be agreed in several steps: within the period from the 1<sup>st</sup> day of the month preceding the month of final price formation accepted for a definite agreed Goods lot till the 5th day (inclusive) of the month of final price formation accepted for a definite agreed Goods lot. At the same time the Buyer has no right to decline the final Goods volume in case of receiving the notification up to the 5th day (inclusive) of the month of the final price formation.

Should the Seller inform the Buyer about the volume of a definite agreed Goods lot after the 5th day of the month of the final price formation accepted for a definite Goods lot, the Buyer is entitled to reject the acceptance of the offered Goods volume by written notification to the Seller within 1 (one) business day from the information receipt. If such notification is submitted later than 1 (one) business day from the information receipt the additionally confirmed volume of Goods is deemed accepted.

No later than 1 (one) business day from the date when the preliminary EUR / USD (EURO / US Dollar) exchange rate is fixed the Seller and the Buyer sign a respective additional agreement to the contract stipulating the Goods delivery.

The date of invoicing is no later than 1 (one) business day from the date when the preliminary EUR / USD (EURO / US Dollar) exchange rate is fixed.

**Currency of price calculation and payment:** Euro

**Terms of payment:** 100% advance payment of the agreed monthly Goods lot within 2 (two) banking days from the date of invoicing by the Seller. There is a possibility of prepayment in several parts: the prepayment for the lot of Goods immediately prior to its shipment from the refinery/loading at the terminal JSC „Vilaris”/ LLC „WestTransExpedition”. The current financing rate is set by the Seller.

**Settlement procedure:** the Buyer and Seller effect payments through accounts and correspondent accounts in the European banks only. The payment cannot occur through the banks as well as correspondent banks holding US and/or UK capitals (e.g. CityBank, JP Morgan Chase Bank, Bank of New York, Bank of America, BNP Paribas, RBS Bank etc.)

**Formula pricing on DAP basis (border of Belarus).**

The provisional price (Pr(P)) is calculated as follows:

**$Pr_{(P)} = ((PI_{(P)} + D) * 1,1) / K_{(P)}$  EUR/USD, where**

**PI(P)** – average value of the basic Diesel 10 ppm - «Barges FOB Rotterdam» and «ULSD 10 ppm» from «Cargoes CIF NEW/Basis ARA» (Platt's European Marketscan) quotations for the period from the **1st to 18th quotation day (inclusive) of the month** preceding the month of the final price formation for the agreed Goods lot, **given in USD** per metric ton for the respective position, rounded to 2 (two) decimal places.

**D** - the correction offered by the Buyer in the bid, in US dollars per metric ton on the chosen delivery basis DAP;

**K(P) EUR/USD** – Euro/US Dollar foreign exchange rate of Bloomberg agency BFIX 14:00 Frankfurt available on the following link: <http://www.bloomberg.com/markets/currencies/fixfixings>

- for the volume (lot) of the Goods confirmed for delivery within the period up to the 18th day of the month preceding the month of the final price formation – on the 19th day of the month preceding the month of the final price formation for the agreed Goods lot;

- for the volume (lot) of the Goods confirmed for delivery within period after the 18th day of the month preceding the month of the final price formation – on the date following the date of confirmation the Goods for realization.

In the event that there is no rate quoted on such day the next following publication shall apply.

**The final price (Pr(F)) of the Goods shall be calculated according to the following formula:**

**Variant I:**

**$Pr_{(F)} = (PI_{(P)} + D) / K_{(P)} \text{ EUR/USD} + (PI_{(F)} - PI_{(P)}) / K_{(F)} \text{ EUR/USD}$ , where**

**PI(P)** – average value of the basic Diesel 10 ppm - «Barges FOB Rotterdam» and «ULSD 10 ppm» from «Cargoes CIF NEW/Basis ARA» (Platt's European Marketscan) quotations for the period from the **1st to 18th quotation day (inclusive) of the month** preceding the month of the final price formation for the agreed Goods lot, **given in USD** per metric ton for the respective position, rounded to 2 (two) decimal places;

**D** - the correction offered by the Buyer in the bid, in US dollars per metric ton on the chosen delivery basis DAP;

**PI(F)** – average value of the basic Diesel 10 ppm - «Barges FOB Rotterdam» and «ULSD 10 ppm» from «Cargoes CIF NEW/Basis ARA» (Platt's European Marketscan) quotations for the period from the **throughout all quotation days of the month** preceding the month of the final price formation for the agreed Goods lot, **given in USD** per metric ton for the respective position, rounded to 2 (two) decimal places;

**K(P) EUR/USD** – Euro/US Dollar foreign exchange rate of Bloomberg agency BFIX 14:00 Frankfurt available on the following link: <http://www.bloomberg.com/markets/currencies/fixfixings>:

- for the volume (lot) of the Goods confirmed for delivery within the period up to the 18th day of the month preceding the month of the final price formation – on the 19th day of the month preceding the month of the final price formation for the agreed Goods lot;

- for the volume (lot) of the Goods confirmed for delivery within period after the 18th day of the month preceding the month of the final price formation – on the date following the date of confirmation the Goods for realization.

In the event that there is no rate quoted on such day the next following publication shall apply.

**K(F) EUR/USD** – Euro/US Dollar foreign exchange rate of Bloomberg agency BFIX 14:00 Frankfurt available on the following link: <http://www.bloomberg.com/markets/currencies/fixings> on the second banking day following the final quotation day of the month of final price formation.

**Variant II:**

**Pr(F)=(PI(F) + D)/ K(F) EUR/USD, where**

**PI(F)** – average value of the basic Diesel 10 ppm - «Barges FOB Rotterdam» and «ULSD 10 ppm» from «Cargoes CIF NEW/Basis ARA» (Platt's European Marketscan) quotations for the period **throughout all quotation days of the month** preceding the month of the final price formation for the agreed Goods lot, **given in USD** per metric ton for the respective position, rounded to 2 (two) decimal places;

**D** - the correction on DAP basis offered by the Buyer in the bid, in US dollars per metric ton on the chosen delivery basis DAP;

**K(F) EUR/USD** – the average value of Euro/US Dollar foreign exchange rates of Bloomberg agency BFIX 14:00 Frankfurt available on the following link: <http://www.bloomberg.com/markets/currencies/fixings> throughout **all days of the month of the final price** formation when exchange rates are published, rounded to the quantity of four digits according to the publications made in the month of the final price formation.

The price of the Goods shall be calculated on the basis of basic quotations published by Platts's agency, rounded to the second decimal place, in its publication «Platt's European MarketScan» for «Diesel 10ppm» under the title «Barges FOB Rotterdam» and «ULSD 10ppm» under the title «Cargoes CIF NWE/Basis ARA».

In case of the Seller's confirmation of the volume (lot) of the Goods made after the 18<sup>th</sup> day of the month preceding the month of the final price formation in respect of a definite agreed Goods lot up to the last day (inclusive) of the month, preceding the month of the final price formation in respect of a definite agreed Goods lot, **the Buyer is entitled to choose the variant of final price calculation until the 1st day of the month** of the final price formation in respect of a definite agreed Goods lot by sending to the Seller a respective notice. In case this information is not submitted the Seller shall apply the formula variant that was applied for final price calculation of the first confirmed lot of the Goods in the previous month.

In case of the Seller's confirmation of the volume (lot) of the Goods made within the period starting with the 1<sup>st</sup> day of the month of the final price formation in respect of a definite agreed Goods lot **the Buyer is entitled to choose the variant of final price calculation until the moment of Euro/US Dollar FOREIGN EXCHANGE REFERENCE RATE publication made by Bloomberg agency** on its web site (**K(P) EUR/USD**) on the date following the date of confirmation the Goods for realization, by sending to the Seller a respective notice. In case this information is not submitted the Seller shall apply the formula variant that was applied for final price calculation of the first confirmed lot of the Goods in the previous month.

For the first delivery under the Contract the Buyer is entitled to choose the variant of final price calculation until the 1<sup>st</sup> day of the month of the final price formation by sending to the Seller a respective notice. In case of the Seller's confirmation of the volume (lot) of the Goods made within the period starting with the 1<sup>st</sup> day of the month of the final price formation the Buyer is entitled to choose the variant of final price calculation until the moment of Euro/US Dollar FOREIGN EXCHANGE REFERENCE RATE publication made by Bloomberg agency on [www.bloomberg.com](http://www.bloomberg.com) (K(P) EUR/USD) on the date following the date of confirmation the Goods for realization, by sending to the Seller a respective notice. In case this information is not submitted within the stipulated period the Seller shall apply the second formula variant of the final price calculation.

The final price of the 1<sup>st</sup> monthly agreed Goods lot is calculated throughout all quotation days of January 2020 (estimated period of shipment – January - February 2020);

.....  
The final price of the 12th monthly agreed Goods lot shall be calculated throughout all quotation days of December 2020 (estimated period of shipment – December 2020-January 2021).

**Conditions for admittance to participate in the Tender:**

**Application:**

To take part in the Tender not later than November 28<sup>th</sup>, 2019 the Applicant is to submit to Beloil Polska an application specifying the planned monthly volume to be purchased, based on which the amount of the bidding deposit shall be calculated. It is also essential to provide details necessary to conclude Tender Participation agreement. It is highly recommended to send the application written on the company's letterhead. **The application will not be treated as the commercial offer.**

**Documents:**

To take part in tender the Applicant is to submit to Beloil Polska not later than November 28<sup>th</sup>, 2019 the following copies of foundation and registration documents (hereinafter – Set of documents):

1. Registration Certificate;
2. Charter (Memorandum of Association);
3. Extract from Commercial Register of Country of Incorporation or equivalent proof of legal status and legal capability, recognized as corporate existence by legislation of country of incorporation (hereinafter – Extract); The Extract must be issued not later than 6 months before the date of the Tender;
4. Power of Attorney confirming the power of the person, authorized to sign on behalf of the company- in case of signing of the tender offer by a person not indicated in the Extract. The power of attorney must be signed by the person specified in clause 1-3 of the list of the provided Set of documents and sent by post in the original version to the address Leszno Street 12, 01-192 Warsaw, Poland;
5. Declaration that the Buyer is neither in the process of restructuring, nor bankruptcy (also that the application for bankruptcy of the Buyer was not submitted, and there are no such prerequisites) nor in the process of liquidation (there was not taken any resolution for the start of liquidation and there are no other reasons for the liquidation of the Buyer's activity).

The documents to be submitted should be in Polish, Russian, or English. The submitted documents must be valid as by the date of the Tender.

In case if the Applicant is not able to submit the Set of documents in paper version, such company will be allowed to participate in the Tender after submitting scanned copies of the Set of documents in compliance with the required form. The Applicant must provide Beloil Polska with the paper version of the previously sent scanned copies by the date before the date of the official summing up of the Tender. Beloil Polska has the right not to consider the offer of the Applicant, who did not submit the specified documents within the prescribed period, and not to allow such company to participate in future tenders held by Beloil Polska.

The Set of documents can be submitted in electronic form (with the exception of a power of attorney).

**The documents should be separately submitted from the bidding offer by post or courier** in a sealed envelope bearing the name of the company and a note “Documents of Association of a bidder for participation in the tender for diesel fuel selling” (to the following address: Leszno Street 12, 01-192 Warsaw, Poland.

It is not necessary to submit the Set of documents should it have been earlier submitted to Beloil Polska and taken for consideration and is still valid by the date of the Tender.

***Tender participation agreement***

In order to get admission to the tender the Applicant is to sign a Tender participation agreement with Beloil Polska. The signed Tender Participation agreement is to be submitted to Beloil Polska not later than November 28<sup>th</sup>, 2019

***The Bidding Deposit:***

The terms of the Tender provide for bidding deposit for new Byers who did not cooperate with Beloil Polska within the long-term contracts concluded with Beloil Polska as the result of the tender for long term sale of diesel fuel for 2019. In order to get admission to tender participation the Applicant effects payment to its account of the deposit in the amount estimated on the assumption of 10 Euro per 1 ton of the nominal volume excluding the positive option of the **maximum** monthly Goods lot claimed to be purchased. The deposit is paid in order to guarantee that the Applicant shall not change nor withdraw submitted bid and if accepted as the Tender Winner shall conclude the contract and shall pay Contract Security.

After the Tender Winner is defined the deposit amount is returned to an Applicant not announced as the tender winner within 7 (seven) banking days from the date the Tender Organizer receives a respective written application from the Applicant.

After the Applicant is announced as the Tender Winner, the deposit shall be returned after the Supply Contract is concluded and Contract Security is remitted to the Seller.

The deposit of the Tender Winner shall be unilaterally kept by the Seller in case of:

- withdrawal by the Applicant of the submitted commercial offer;
- making any change (changes) by the Applicant in the commercial offer in the period from the moment of its submission to the official summing up of the results of the Tender;
- reject (Including the form of inactivity) of the Tender Winner to conclude the Contract and the Additional Agreement for supply of the first agreed lot of Goods on the stated conditions while announcing the Tender;

- reject of the Tender Winner to remit the amount of Contract Security to the Seller.

The Buyer has no right to purchase Goods in the volumes larger than the amount of remitted deposit allows.

The payment, utilization and refund of the deposit and Applicant's liability are defined by the Tender Participation Agreement.

The date of deposit payment is not later than November 29<sup>th</sup>, 2019. The date of deposit payment is the date of crediting the money funds to the account of Beloil Polska, or submission to Beloil Polska of a banking payment document (SWIFT) confirming the actual payment of the deposit.

Currency of deposit payment is Euro.

**The following companies shall not be admitted for participation:**

- those companies which did not sign Tender participation agreement
- those companies which did not pay the deposit on due time;
- those companies which have unfair cooperation history regarding *CJSC Belarusian Oil Company, OJSC Naftan, OJSC Mozyr OR, Republican Unitary Enterprise Production Association Belorusneft* and *Belarusian Oil Company's* affiliated entities;
- Companies against which charges have been issued by the law enforcement or other public bodies of the Republic of Belarus or by corporate group *Belneftekhim* prohibiting cooperation with such companies.

Beloil Polska has the right to decline participation of a company in the Tender without stating the reason for such decline.

**Tender Terms:**

**Form of the Tender: open tender of commercial bids with no price alteration or withdrawal opportunity of the submitted bid.**

Place of the Tender: Beloil Polska, Leszno Street 12, 01-192 Warsaw, Poland.

Tender time and date: **November 29<sup>th</sup>, 2019, 12:00 - 14:00** (local time).

We shall consider bids entered to Beloil Polska not later than 14:00 (local time) **November 29<sup>th</sup>, 2019**. Please, submit documents to the following address:

Beloil Polska Leszno Street 12, 01-192 Warsaw, Poland. The documents should be sent by post or courier in a sealed envelope with a note

“The open tender of commercial bids for selling diesel fuel”. DO NOT OPEN”.

Documents may be sent via fax during the time period from 12:00 to 14:00 of the local time on November 29, 2019 (the fax number will be indicated additionally).

Documents may be sent in a scanned version by e-mail during the time period from 12:00 to 14:00 of the local time on November 29, 2019 (e-mail address will be specified additionally).

Beloil Polska bears no responsibility for the faulty operation of fax or e-mail connection.

**The Applicant has no right to change or withdraw the submitted commercial bid after the deadline of acceptance of commercial bids: 14.00 (by local time in Poland) on November 29<sup>th</sup>, 2019.**

**Beloil Polska will consider only the commercial bids issued in accordance with the form which makes an integral part of these terms and conditions and of the**

**Participation Agreement (Addendum No. 1), concluded between the Organizer and the Applicant and signed by an authorized person with a transcript of the signature and stamp.**

Language of the bid: Polish, English, Russian.

**Mandatory information to be included to the bid:**

- name of oil product;
- claimed volume to be purchased for the selected delivery basis, broken down by months of 2020;
- confirmation of the validity of the commercial offer submitted to the Tender in case of the lack of product produced by OJSC Naftan in June-July and August-September 2020;
- the correction rate “D”: the premium should be indicated on the corresponding delivery basis DAP in USD for a metric ton;
- delivery Basis (DAP Belarus-Polish border according to Incoterms 2010)
- in case of choosing of DAP Bruzgi / DAP Brest as the delivery basis with the shipment to the European rail tank cars on the terminals of JSC „Vilaris” / LLC „WestTransExpedition”, the Applicant should specify the minimum quantity of one-time batch;
- The country of Goods destination (mandatory!).
- Terms of payment indicating the option of prepayment:
  - a) 100% advance payment of the agreed monthly Goods lot within 2 (two) banking days from the date of invoicing by the Seller.
  - b) The prepayment in several parts: the prepayment for the lot of Goods immediately prior to its shipment from the refinery/loading at the terminal JSC „Vilaris”/LLC „WestTransExpedition.

**The Buyer must indicate the aforementioned information in his offer. The bids presented by participants containing additional conditions contradicted those listed in the present document will not be considered by Beloil Polska Sp. z o. o.**

**The Buyer has right to select the delivery basis before submitting his/her bid.**

The term of consideration of the bid: up to 5 (five) working days, excluding the day of tender bids opening, till December 6<sup>th</sup>, 2019. The term of validity of the bid: up to 6 (six) working days excluding the day of opening of the commercial bids until December 9<sup>th</sup>, 2019

In case the tender deposit is not credited to Beloil Polska accounts until the date of Tender closing the bid from the Applicant admitted to Tender participation on SWIFT basis shall not be taken into account when Tender results are summarized.

The evaluation criteria for the bids for the purposes of determining the best one (applied sequentially):

1. the highest offered price premium proposed by the Applicant transformed to the basis FCA Novopolotsk taking into account transport and logistics costs for the delivery of goods from the selected delivery basis to Novopolotsk as well as the costs of transshipment at the terminals JSC „Vilaris” / LLC „WestTransExpedition”, if necessary, based



- on the current railway tariffs and rates offered by the terminals (JSC „Vilaris” and LLC „WestTransExpedition”) for this long-term program;
2. the largest volume to be purchased;
  3. 100% advance payment of the agreed monthly Goods lot within 2 (two) banking days from the date of invoicing by the Seller.

Should several bids containing equal terms of purchase of a definite oil product be submitted, the volume of the product subject to sale shall be distributed among them in equal shares, upon such Applicants agreement.

**The currency correction rate „D” of the bid: US dollars**

During tendering the Beloil Polska has the right to ask Applicants to clarify the terms of submitted tender bids.

The successful Applicant announced as the Tender Winner shall be notified not later than 1 (one) business day from the date the Tender is closed and the Tender commission has made a decision on Tender results – not later than on December 9<sup>th</sup>, 2019

The Applicants not announced as Tender Winners shall be notified on Tender results within 2 (two) business days from the date the Tender is closed and the Tender commission has made a decision on Tender results– not later than on December 10<sup>th</sup>, 2019

**Contract**

The Tender Applicant admitted as the Tender Winner is obliged within 2 (two) business days from the date of the written notification to conclude a Supply Contract in Beloil Polska wording **the draft of which is placed by Beloil Polska on the site [www.beloil-poland.pl](http://www.beloil-poland.pl)**.

**The offers made by the Tender Applicant admitted as the Tender Winner regarding the amendments and supplements to the draft contract presented by *Beloil Polska* on the website [www.beloil-poland.pl](http://www.beloil-poland.pl) may be taken for consideration by Beloil Polska subject to the principle of the rights equality in respect of all Tender Applicants.**

The delivery of the Goods is made by rail transport in tank cars of the general fleet of the Belarusian railways and /or in tank cars owned by OJSC Naftan according to the shipping details, which are provided by the Buyer to the Seller in the form of a shipping order. In case of delivery on the DAP basis The Seller shall empower the Buyer to free usage of rail tank cars of the inventory Belarusian railway fleet and /or in tank cars owned by OJSC Naftan for the periods from the date of delivery of the Goods during the terms corresponding to the delivery periods which are defined in the Clause 14 of the Agreement on International Cargo Transportations (SMGS) that came into effect 01.11.1951 and also for the period of 48 hours for the discharge of the Goods from the rail tank cars at the end station indicated by the Buyer when providing the shipping orders.

In case of the shipping of Goods by rail transport in tank cars owned by OJSC Naftan, empty tank cars are returned across the territory of the Republic of Belarus (from the border of the Republic of Belarus to Novopolotsk station) by the expense of the Seller.

The time of the free usage of rail tank cars of the inventory Belarusian railway fleet shall be defined by the calendar dates of the corresponding marks made in the railway bill at the railway stations during the travel of the rail tank cars loaded with Goods. The date of return the empty rail tank cars to the end-station after discharge shall be defined by the date of the forwarding railway bill.

In case the terms of free usage of rail tank cars of the inventory Belarusian railway fleet is exceeded as a result of Buyer's action/inaction the Seller shall have the right to raise a claim for contract terms violation and the amount of penalty shall be calculated on the basis of 100 US dollars per each day exceeding the said terms per each rail tank car in respect of which such term was breached.

Invoices issued by the Seller for the exceeded terms of the free usage of rail tank cars of the inventory Belarusian railway fleet shall be paid pursuant to the terms and conditions stipulated in this Contract. The Buyer shall have the right to demand from the Seller the copies of the documents to confirm the actual reason for the invoiced sum.

#### **Contract Security:**

An Applicant admitted as the Tender Winner (Buyer) undertakes to effect payment to the Seller's account within 2 (two) banking days from the day of the Seller's invoicing in the amount of 10% from the cost of the **maximum** monthly Goods lot (in the nominal volume excluding the positive option) calculated under the preliminary price of the first agreed monthly Goods lot (Contract Security). The amount of the Contract Security is not included into the total contractual Goods cost but can be accounted during the settlement after the mutual agreement of the parties with the exception of cases when by the agreement of the parties the amount of the Contract Security may be used for the payment of the last lot of the Goods or to fulfill the debts of the Buyer towards the Seller under the Contract.

As contractual security, the Buyer can use the bank guarantee issued by a first-class European bank, which must be valid till January 31<sup>st</sup>, 2021.

The date when the money funds are credited to the Seller's account is deemed the date of Contract Security payment.

To secure the Buyer's performance of its obligations under the Supply Contract the Contract Security shall remain on the Seller's account till their complete fulfillment by the Buyer.

The Contract Security is unconditionally and fully becomes the property of the Seller in the case of the Buyer's refusal including failure to act to fulfill his obligations regarding the payment for the Goods and the obligations for the Goods acceptance.

The Contract Security is submitted for the period of the delivery of the Goods under the Contract and shall be returned to the Buyer under its written request after the final settlement of the Parties under the Supply Contract, or may be used for repayment of the Buyer's outstanding amounts to the Seller under the Supply Contract. The Contract Security or part thereof remaining after the repayment of the Buyer's outstanding amounts to the Seller under the Supply Contract, if any, shall be returned by the Seller within 15 (fifteen) banking days from the date of receipt of the Buyer's invoice provided that the Reconciliation Report signed by both parties is available for the Seller. Date of Contract Security return is the date of money funds debiting from the Seller's account.

#### **Additional Provisions:**

**Should the capacity of OJSC Naftan be decreased or temporary discontinued the Buyer accepts the factually delivered volume of the Goods without demanding from the Seller the delivery of the full volume of the agreed Goods lot. In case a situation like that arises, the Seller may offer product delivery from alternative sources on conditions which are to be further negotiated between parties.**

Should it be impossible to deliver the Goods for the reasons beyond the Seller's control or if the Buyer breaches the terms of payment, date of signing of additional agreements (to the Supply Contract) on Goods price calculation, the Seller has the right

to reduce the volume of the agreed Goods lot to be delivered. The Seller is to undertake all reasonable efforts to perform the agreed monthly deliveries in full. The term of delivery and the validity period of the Supply Contract are subject to prolongation till the full unloading of the contractual volume of the Goods upon the Seller's and the Buyer's agreement.

Should the Buyer breach the obligations on shipping orders submission, the Buyer is obliged to pay on the Seller's request the penalty in the amount of 0,35 euro per each ton of the Goods lot to be shipped per each day of the time limit within which the specified obligations were not fulfilled by the Buyer, the date of obligations fulfillment inclusive.

Should the Buyer fail to transfer the money funds within the period stipulated by the Parties hereunder and the respective Additional agreement, the Buyer shall be obliged under the Seller's request to pay the penalty at the rate of 0,05% from the outstanding sum per each calendar day of the delay of transferring including the date of money funds entering the Seller's settlement account.

The Seller and the Buyer are relieved from any responsibility for the partial or complete default of their obligations under the Supply Contract, if they prove by the documents that proper fulfillment of their obligations became impossible due to shut-down, unscheduled repairs of *OJSC Naftan* facilities or due to force-majeure occurrence.

The parties shall bear no responsibility for the failure to properly fulfil their obligations under the Supply Contract by virtue of provisions of law or other laws and regulations (other documents binding for the Seller / consignor) currently in force that prevent the Contract fulfilment, adopted by the respective state authorities or organizations and Belarusian State Concern of Oil and Chemistry (Belneftekhim concern) in particular, in case they were adopted (published) after the Contract signing and directly affect its fulfillment. In case the product is delivered to a destination different from that mentioned in the contract, the final price should be reestimated by the organiser on a one-sided basis based on the existing prices of diesel fuel produced by OJSC Naftan on the existing market, in case the discount which has been fixed in the contract is below the given price level (taking into account the difference in rail tariffs).

For deliveries on DAP border with delivery to Czech Republic, Slovakia, the Buyer is obliged to provide the Seller with the confirmation of reception of the Goods at destination place. Such confirmation is:

- a copy of railway bills CIM with an original stamp of the consignee confirming reception of the Goods at the station of destination outside of Poland territory (on the Slovakian and Czech territory);
- weighing report - document confirming the fact of unloading of the Goods from wagons at the station of destination outside Poland territory (on the Slovakian and Czech territory).

The above-mentioned documents the Buyer is obliged to provide to the Seller by e-mail not later than 15 days after the month of delivery of the Goods. In case of these documents are not submitted within the prescribed period, the Buyer is obliged to pay penalties at the request of the Seller in the amount of 20 US dollars for each ton of goods shipped but unsecured by supporting documents.

**[Applicable law and arbitration clause.](#)**

This Contract between Tender Winner and Beloil Polska shall be governed by the laws of Poland. All disputes and disagreements, which may arise in connection with the execution of this Contract, shall be settled by the Parties by means of negotiations, and in case an agreement is not reached they are subject a settlement at the Commercial Court in Warsaw. Polish shall be the language of the proceedings

**The fact that the Applicants submits his bid means that he/she agrees with the conditions and rules of the tender. In order to be eligible for the participation in the tender, the Applicant should comply with the conditions listed above.**

The Applicant has right to withdraw from participation in the Tender till 14:00 on November 29<sup>th</sup>, 2019 by submitting a written notice of refusal.

Beloil Polska has the right to cancel or cease the Tender and reject all the bids any time before election of the Winner, bearing no liability before the Applicant(s) that can suffer losses due to such action, without having any obligations to inform the mentioned Applicant(s) on the reason thereof.

**The Applicant should submit the commercial bid in full conformity with the above-given terms. The commercial bid that does not meet the above-mentioned terms shall not be accepted for commission consideration and shall be declined.**

**The above date and terms of the Tender are preliminary and subject to change.**

Contact information:

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