

**The Lebanese Republic
Ministry of Energy and Water
Directorate General of Oil**



Re: Revised GTC Leg (1) SOMO under ref. no. 116/T/435 dd. 1st December 2022

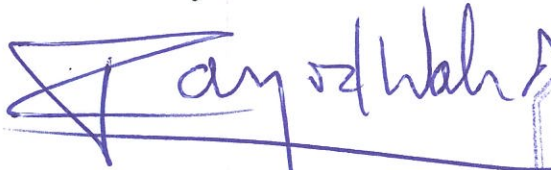
With reference to the SWAP Spot Public Tender ref. no. 116/T/40 dd. 22nd September 2021; and as of December 2022 onwards and until further notice; the General Terms and Conditions of SOMO under Leg (1) is replaced by another GTC's duly received from SOMO under the new contract between the Directorate General of Oil – Ministry of Energy and Water / Lebanon and SOMO – Iraq ref. mo. MP/ILA/2022/XS/45.

Attached is the revised GTC's – under Leg (1), which will be part of the SWAP Spot Public Tender as of December 2022 onwards until advised officially otherwise.

All bidders are hereby requested to disregard the previous Leg (1) documents under the SWAP Spot public Tender under ref. 116/T/40 dd. 22nd September 2022 under Leg (1) and replace it with the new GTCs under the above ref. 116/T/435 dd. 1st December 2022.

All other terms and conditions of the SWAP Spot Public Tender under ref. 116/T/40 dd. 22nd September 2022 remain the same aside from Leg (1).

Dr. Walid Fayad


Minister of Energy and Water



Enclosed : 13 pages

Copy to :

- EDL – Beirut
- MOF
- Service of Economic and Financial Affairs
- Service of Technical Affairs

A- Revised Documents for the SWAP
Spot Public Tender - (leg 1)
General Terms and Conditions
SOMO

SECTION TWO

GENERAL TERMS AND CONDITIONS

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The provisions of part Two (General Terms and Conditions) shall be subordinate to the provisions of Part One (Special Terms and Conditions) to the extent there is any inconsistency.

ARTICLE ONE
THIRD-PARTY INSPECTION, MEASUREMENT, AND SAMPLING

1. An Independent Third-Party Inspector to be assigned by the Seller to carry out inspection duties outlined according to the American Petroleum Institute-Manual of Petroleum Measurement Standard (API – MPMS) for all shipments of Fuel Oil product loaded onboard Buyer's Vessel (Daughter Ship) from Floating Tankers (Mother Ship) at the Iraqi Anchorage Area.
2. The inspection fees shall be equally shared and independently paid by both Seller and Buyer based on the Daughter Vessel's B/L figures (NSV/MT-VEF applied). However, the Third-Party Inspector's findings are final and binding for both parties and others.
3. Vessels Inspection shall be done according to API Manual of Petroleum Measurement Standards (MPMS) and the Annual Book of ASTM by using the Third-Party Inspector's own calibrated equipment to check and verify the calibration and accuracy of the vessel's equipment.
4. Four (4) representative samples to be taken by The Third-Party Inspector for Quantity and Quality determination of the exported Fuel Oil product for each shipment on the Seller's Floating Tanker (Mother Ship) at the Iraqi Anchorage area during vessel inspection operations. Sampling procedures shall be done according to the latest approved methods as published by the American Petroleum Institute (API) manuals, in the Manual of Petroleum Measurement Standards (API - MPMS) as well as the Annual Book of ASTM by the American Society for Testing and Materials or the Institute of Petroleum. Temperature correction to 60F shall be made according to the latest edition of Chapter Eleven of the API Manual.
5. The Bill of Lading shall indicate the quantity of Fuel Oil delivered in conformity with the measurements of the Seller's Floating Tanker (Mother Ship) at the Iraqi Anchorage area after deduction of bottom sediment and water. BUYER's Vessel's figure (VEF applied) shall be used as the Bill of Lading figure. However, if the quantity difference



between Buyer's Vessel (Daughter Vessel figure VEF Applied) and the Seller's Floating Tanker figure exceeds ($\pm 0.25\%$) the average of the two vessels' figures shall be adopted as the B/L figure (Daughter Vessel's figure (VEF applied) + Mother Ship's figure /2).

6. The Bill of Lading Figure is final and binding upon both parties and others.

7. The Bill of Lading Date is the time and date when loading hoses are disconnected.

8. Any claims from the Buyer as to quality determinations at the Seller's Floating Tanker (Iraqi Anchorage Area) of the delivered Fuel Oil shall be submitted to the Seller within sixty (60) Days from the B/L date.

9. No Claim submitted by the Buyer for one lot of the Fuel Oil shall be regarded as a reason to reject any other lot of the Fuel Oil delivered under the same contract.

10. In the event of a dispute arising over the quality of the delivered Fuel Oil, the Buyer, and the Seller will refer to the analysis of two samples to be carried out independently by the two parties. These analyses shall be binding upon both parties provided they are found in agreement with each other within the reproducibilities of IP or ASTM methods.

11. Should these analyses prove different, however, the other two samples shall be analyzed by a third-party laboratory to be agreed upon by both parties. The result of this analysis shall be final and the cost thereof shall be borne by the party losing the claim

ARTICLE TWO TITLE AND RISK

SELLER shall deliver, or cause to be delivered, the Fuel Oil Product to the BUYER, as mutually agreed, FOB onboard an acceptable tank vessel at Iraqi Ports / Floater Tanks (Mother Ship) at Iraqi territorial water. Title and risk of loss of product Fuel Oil shall pass to the BUYER when the product passes the flange connection between the delivery hose and the vessel's cargo intake manifold. Any loss of or damage to Fuel Oil Product or any property of the SELLER or Loading Operator and the consequences of oil pollution of seawater, before, during or after loading, caused through the fault of the vessel or its crew, shall be for the BUYER's account.



ARTICLE THREE LIFTING PROGRAMME

- A. BUYER shall lift the quantities of Fuel Oil product agreed upon in this Contract as follows: -
1. Quantities to be lifted under this Contract shall be fairly evenly spread.
 2. BUYER shall notify SELLER of quarterly requirements for the full calendar year at least sixty (60) days before commencement of the relevant year or at the date of signature of new contracts if later than November 1st of the preceding year.
 3. BUYER shall specify monthly lifting during each quarter at least forty-five (45) days before the commencement of the relevant quarter.
- B. The above - mentioned tentative schedules, which are to be supplemented to cover all contracted quantities, may be altered by express request of BUYER subject to SELLER's approval. SELLER shall not unreasonably withhold its approval and will notify BUYER within fifteen (15) days of the request.
- C. If during any calendar quarter, BUYER fails to take deliveries of any quantities of Fuel Oil product provided for during such quarter; SELLER, after allowing for normal operational slippage of a nominated and accepted vessel between the quarters and a previously accepted tolerance of up to ten percent (10%) of the quarterly contracted quantity, may deduct such quantities from the total quantities of Fuel Oil product to be delivered under this Contract.

ARTICLE FOUR NOMINATION OF VESSELS

- A. BUYER shall notify SELLER twenty-five (25) days before the beginning of each month of its loading program for that month. Such program shall specify for each vessel: -
1. The expected date of arrival of each vessel.
 2. Quantity of Fuel Oil product to be loaded, ten percent (10%) more or less.
 3. Vessel's name or TBN.
 4. Port(s) of discharge and destinations.
 5. Instructions needed by SELLER to issue documents under effective export regulations.

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B. SELLER shall notify BUYER not later than ten (10) days after receipt of the notice specified hereinabove whether it accepts or refuses schedules or nominations. In case of refusal, SELLER shall propose other dates which shall be as close as possible to those proposed by BUYER. Dates thus determined shall be deemed accepted by BUYER unless the latter advises Seller to the contrary within three (3) working days following receipt of SELLER's notification.

C. The accepted date of arrival (laycan) of the vessel at Iraqi Ports / Floater Tanks (Mother Ship) at Iraqi water shall be (5) days range and to be narrowed to one day range, (8) days before.

However, an accepted date of arrival (laycan) may be changed at any time by BUYER with SELLER's consent.

D. BUYER shall require vessel's master to advise loading port / Floater Tank (Mother Ship) at Iraqi territorial water by radio or cable of vessel's expected day and time of arrival at least seventy-two (72) hours, forty-eight (48) hours and twenty-four (24) hours before arrival.

Failure to give any notice at least twenty-four (24) hours in advance of the arrival of any vessel will increase laytime allowed to SELLER by an amount equal to the difference between twenty-four (24) hours and the number of hours before arrival of such vessel that notice of such ETA is received by SELLER.

E. Nominations quoted as TBN shall be replaced by firm vessel nomination with the same accepted laycan and to load a similar quantity of Fuel Oil product at least seven (7) days before the firm date of arrival.

Should BUYER fail to give the above notice of at least seven (7) days, the deemed arrival date of the vessel shall be the seventh day after the date when notice is received by SELLER.

F. Should BUYER wish to substitute a vessel of different size to load a different quantity, this shall be subject to prior approval of the SELLER.

G. BUYER shall specify when the nominated vessel is for part cargo and advise SELLER the DWT of the vessel and cargo on board (if any) which should not exceed the allowed limits set by port authorities.

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ARTICLE FIVE VESSEL BERTHS

- A. Each vessel shall comply with all regulations in force at the loading port/ Floater Tank (Mother Ship) at Iraqi territorial water.
- B. Loading berth indicated by SELLER's representative shall enable a vessel, to proceed thereto, lie thereat, and depart therefrom always safely afloat.
- C. SELLER's representative may shift the vessel at the loading port from one berth to another / one Mother ship to another, and shall then assume all extra expenses in connection therewith. Such shifting time shall be counted as used laytime.
- D. The vessel shall vacate her berth as soon as loading is completed. In the event of failure to do so, BUYER shall pay SELLER for any resultant demurrage, loss or damage which SELLER may incur including such as may be incurred due to resulting delay to other vessels waiting their turn to load.
- E. If in the course of entering berth or mooring or loading or unmooring or leaving the berth, the vessel or her crew damage any of the terminal's sea or shore installations or equipment due to negligence or any reason, BUYER shall be responsible for all claims, damages, costs, and expenses arising therefrom.

ARTICLE SIX LOADING CONDITIONS

- A. Vessel(s) arriving within their accepted laycan shall be loaded in order of tendering their notice of readiness.
- B. Upon the arrival of the vessel at the loading port / Floater Tanks (Mother Ship) as per para (A) above, the master or his representative shall tender to SELLER's representative notice of readiness of the vessel to load Fuel Oil product, berth or no berth.
- C. If the notice is tendered before the beginning of the period as defined in Article Four, Para (C) of this section, then laytime shall commence at 6 a.m. local time on the first day of such period. However, if the vessel is moored at loading berth before 00:01 hours on the first day of the period hereinabove indicated, then laytime shall commence six (6) hours after completion of vessel's mooring berth or on commencement of loading, whichever shall first occur.

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If BUYER failed to comply with para (A) above and hence, the notice of readiness tendered after (00:01) hours of the scheduled date of loading (laycan date), loading will be made under SELLER's possibilities and BUYER shall have no right to claim for any delay thereby. However, SELLER may refuse to load a vessel which has arrived more than ten (10) days after noon time of the date determined as in Article Four, Para (C) of this section.

D. Laytime shall end when loading hoses are disconnected after completion of loading.

E. At Floater Tank (Mother Ship) at Iraqi territorial water, the SELLER shall be allowed laytime within which to complete loading a vessel scheduled to load on a single loading port basis as follows: (A) Fifty-Four (54) Hours for vessels up to 129,999 summer deadweight tons, (B) Sixty-Five (65) Hours for vessels between 130,000 and 199,999 summer deadweight tons. At Khor Al-Zubair Port, the SELLER shall be allowed seventy-two Hours (72) as laytime within which to complete loading a vessel scheduled to load at single loading port.

F. Any time consumed due to the following shall not count as used Laytime:-

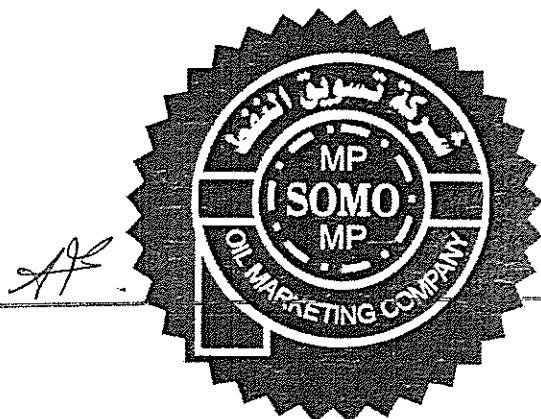
1. Delay to the vessel in reaching or clearing her berth caused by conditions beyond SELLER's control.
2. Delay to the vessel during loading, including delay due to the inability of the vessel's facilities to load the cargo within the time allowed and generally speaking any time lost on account of the vessel.
3. If BUYER or owner or master of the vessel or port authorities prohibit loading at any time.
4. Discharging of ballast and changing type of product.
5. Awaiting customs and immigration clearance and pratique.
6. Awaiting pilot or tugs, or while moving from anchorage to place of loading, or awaiting suitable tide.
7. Ship tanks inspection before loading.
8. Strike, lockout, stoppage or restraint of labour.

G. In case of dirty ballast or overflows on board or pollution of seawater by oil or loss of oil due to overflows or leaks of oil on board or ashore caused by the vessel, BUYER will be fully responsible before the port authorities and SELLER for all claims, losses, costs, and expenses arising therefrom.



ARTICLE SEVEN DEMURRAGE

- A. SELLER shall pay to BUYER demurrage in U.S. Dollars, for the time used in loading more than time allowed under Article (6) above per day, or pro-rata for part of the day. The rate of demurrage shall be calculated for the vessel size as per the chartering rate payable by BUYER. If the vessel size is larger than the size of the cargo, then demurrage rate shall be prorated accordingly, provided that in both above cases demurrage rate shall not exceed WORLDSCALE 100.
1. If there is no charter party for the vessel, demurrage shall be paid under the average freight rate assessment (AFRA) effective on the date of the bill of lading, provided such demurrage rate does not exceed WORLDSCALE 100, in which case WORLDSCALE 100 shall apply.
 2. WORLDSCALE 100 rate means the rate provided by the edition of WORLDSCALE prevailing at the date of loading for vessels of the same type and category.
 3. If (AFRA) rates cease to be published or cease to be representative, SELLER and BUYER shall consult to establish an alternative method of assessment.
- B. However, if demurrage occurs at the loading port/floater tanks (mother ship) because of fire or explosion in or about the plant of the SELLER, or because of a breakdown of machinery or equipment of SELLER, or because of bad weather, the rate of demurrage shall be reduced to one - half.
- C. Notwithstanding the above, no demurrage shall be payable in the event: -
1. SELLER is prevented from or delayed in delivering all or any part of the Fuel Oil product for reasons of force majeure.
 2. The claim for demurrage is received by SELLER after sixty (60) days from the date of the bill of lading.
 3. The fully documented claim itself for demurrage is received by SELLER after ninety (90) days from the date of the bill of lading. Full documents mean (BUYER's calculation sheet, notice of readiness, timesheet duly signed by master and SELLER's representative at the loading port and a copy of the CHARTER PARTY).



ARTICLE EIGHT PENALTY

- A. If the Buyer's vessel, nominated to load the product, arrives the Floater Tank at Anchorage area nearby Khor AL-Zubair Terminal and tendered NOR after her accepted laycan range, a penalty of USD 15000 per day shall be imposed on the Buyer for the days of the delay and pro-rata for part of the day from the specified laycan range up to NOR tendered.
- B. In case the vessel does not arrives at Floater Tank at Anchorage area nearby Khor AL-Zubair Terminal, a penalty of USD 15000 per day shall be imposed on the Buyer for the days of the berth vacancy or (Mother ship to do STS) and pro-rata of the day from the specified laycan range up to next vessel's laycan range as per the Seller's delivery schedule.
- C. Penalties shall be imposed if the delay is proved to be directly caused by the Buyer.
- D. If BUYER'S vessel , arrives for loading product at anchorage area of SELLER's terminal after her Fixed Laycan Day , the rate of penalty shall be imposed on the days of the delay and prorate for part of the day up to NOR tendered then the penalty is calculated for the vessel as per the chartering rate payable by BUYER.

ARTICLE NINE TAXES AND DUTIES

- A. BUYER shall bear alone port dues and fees charged on vessels at the port of loading.
- B. Dues and other charges at the loading port/floater tanks (mother ship) on the Fuel Oil loaded or to be loaded shall be borne by SELLER.

ARTICLE TEN TERMINATION IN THE EVENT OF LIQUIDATION OR DEFAULT

SELLER may terminate this Contract forthwith on giving to BUYER notice in writing to that effect if: -

- A. BUYER goes into liquidation or enters into any arrangement or composition with its creditors; or
- B. BUYER shall be in arrears with the payments due to SELLER under this Contract; or



- C. Whereby the terms of the contract, a minimum quantity of Fuel Oil product is to be taken by the BUYER within any specified period, BUYER fails in the said period to take delivery of the said minimum quantity; or
- D. In the event of any breach of Article Ten or Eleven by BUYER; or
- E. In case of any change in ownership, shareholding, country of registration or premises etc. that relate to BUYER as a contracting party.

ARTICLE ELEVEN ASSIGNMENT

- A. Neither party shall have the right to assign its rights and obligations under this Contract in whole or in part without the written consent of the other.
- B. In the event of an approved assignment, the assignor shall be jointly held responsible with assignee for the full performance of its obligations towards the other party.

ARTICLE TWELVE DESTINATION

- A. BUYER acknowledges that all laws, regulations, and rules of the Republic of Iraq relating to the destination of Fuel Oil purchased hereunder shall apply to BUYER.
- B. BUYER undertakes that all laws, regulations, and rules of the Republic of Iraq shall apply to vessels employed by him to transport Fuel Oil covered by this Contract.
- C. BUYER undertakes, whenever required, to submit to SELLER or his representative within a reasonable time, the discharge certificate of each shipment duly endorsed by the Iraqi representation (or any other acceptable representation) in the country of destination.

ARTICLE THIRTEEN FORCE MAJEURE

- A. Failure or omission to carry out or to observe any of the terms, provisions or conditions of this Contract shall not give rise to any claim by one party hereto against the other or be deemed to be a breach of this Contract if this is due to force majeure.
- B. If because of force majeure the fulfilment by either party of any terms and conditions of this Contract is delayed for a period not exceeding three (3) months the period of such delay shall be added to the duration of this Contract. If, however, the period of

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delay exceeds three (3) months, either party at any time after the expiry of the three (3) months shall have the right to terminate this Contract by giving written notice.

ARTICLE FOURTEEN DAMAGES

Except as may be expressly provided in the Contract, neither the SELLER nor the BUYER shall be liable for, and no claim shall be made for, consequential indirect or special damages of any kind arising out of, or in any way connected with, the performance of or the failure to perform this Contract.

ARTICLE FIFTEEN ARBITRATION

- A. The two contracting parties shall settle in good faith any dispute arising from this Contract through negotiations by the representatives of the two parties. If no agreement can be reached within thirty (30) days, the two parties shall settle the dispute by way of arbitration as stated in paragraph (B) of this article.
- B. The Arbitration Board shall be composed of three members; each contracting party shall select one member. The two selected arbitrators shall together select an umpire to be the President of the Board. If the two Parties fail to select the arbitrators in the manner shown above within three (3) months, the members of the Arbitration Board shall be appointed under the rules of arbitration of the International Chamber of Commerce and the arbitration place shall be Baghdad or any other place mutually agreed upon.

ARTICLE SIXTEEN NOTICES

- A. Any notices, declarations and other communications which either party may be required to give or make to the other party shall, unless otherwise specifically provided elsewhere, be given in writing within the required time and sent by post, by telegraph or by telex to the address of the other party specified for this purpose in the Contract and shall, unless otherwise specifically provided herein, be deemed to have been given or made on the date of receipt by the other party.



B. Either Party, by not less than fifteen (15) days' notice in writing to the other Party, may from time to time change its address.

**ARTICLE SEVENTEEN
APPLICABLE LAW**

This Contract shall be construed and governed under the laws of the Republic of Iraq.

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