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[ Soft Corporate Offer ]

THIS SOFT CORPORATE OFFER IS MADE ON THIS DAY, 16<sup>TH</sup> FEB, 2018.

We "OOO ONDATORG RUSSIAN FEDERATION" with full legal responsibility hereby issue this Soft Corporate Offer for Automotive Gas Oil (AGO) Products which our end seller currently has the capability to supply with the below given terms and procedure for immediate delivery on a CIF Basis.

In this Role, we are Authorized Rax Technologies to Engage and Negotiate with all Prospective Buyers / Certified Agents of Petroleum Products, etc, and bring vetted Offers to our end Seller.

The End Buyer Must Endorse this soft corporate offer sign seal and send back before they issue the ICPO.

THE ICPO SHALL BE ADDRESS TO:

DR BABROV ' ZARA YUREVICH  
DEPUTY GENERAL DIRECTOR/CHIEF OPERATION OFFICER  
OOO ONDATORG

BUYER:  
ADDRESS:

REPRESENTED BY:

TITLE:

TEL:

E-MAIL:

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Buyer's Sig./Seal:

- **AGO.** Qty: 30,000mt – 150,000mt. Price: USD\$390 less \$10 PMT. Commissions: \$5pmt, each side.

Fixed Price: If Prices falls below -5% or more [minus 5% globally, the daily Rotterdam PLATTS Price will take Precedence.

### 1. Recitals

The Seller with Full Legal and Corporate Responsibility agrees to sell to the Buyer the herein specified in the quantity and quality to be agreed. The Buyer, with Full Legal and Corporate Responsibility, agrees and irrevocably commits to purchase the said product in the quantity and quality herein stipulated.

### 13. Payment Terms

- a. The payment shall be made in US Dollars and guaranteed by an **IRREVOCABLE, TRANSFERABLE AND ASSIGNABLE SBLC/MT760** issued in favor of the Seller nominated bank. Such POF must be issued by a reputable bank acceptable to Seller' s nominated bank, in the amount corresponding to the cost of one shipment.

**The SBLC/MT760 issued shall have a validity period of 12 months and One Day.** The SBLC/MT760 shall be expandable for subsequent shipments in the month and revolving month-by-month for the duration of the Contract. A copy of the posted shall be transmitted by facsimile or scanned by email to the Seller for verification and documentation.

- b. All documents drawn under and in compliance with the Terms of the SBLC/MT760 instrument shall be duly honored upon presentation at the issuing bank for payment. Then, the product will be registered, re-assigned, and Cargo will be officially programmed in buyer' s name. Seller nominates the vessel and forwards the Vessel particulars and gives to the Buyer: Ship Name, Call Letters, Captain' s Name and a Copy of the----- Charter Party, and shall appoint their local agent to coordinate the legal procedure. Then the Buyer' s bank SWIFTS SBLC/MT760 value for the month cargo shipments to the seller' s bank.
- c. The SBLC/MT760 shall be in the form accepted by the Seller' s bank and payment shall be made in accordance with the terms of this agreement upon presentation of the complete set of documents made in favor of the Seller (with copies transmitted by facsimile to the Buyer), at the counter of Buyer bank, following delivery and receipt thereof after arrival and inspection of the cargoes at the designated port of discharge.
- d. Full payment for the Cargo shall be made within three (3) banking days after the Cargo has been inspected and discharged into the Buyer' s receiving apparatus at the Discharge Port, and Quality and Quantity have been confirmed as correct by the Independent Surveyor Company.

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- e. In the event payment due date falls on a Saturday or a banking-day holiday other than Monday, then in such event, payment shall be affected on the preceding banking day. If the payment due date falls on a Sunday or a Monday, which is a banking holiday, then the payment shall be effected on the next banking day
- f. Quantity and Quality, as assessed at the Discharge Port by the Independent Surveyor Company, and price as determined pursuant to Clause 12 of this Agreement, shall be used to compute the Seller's invoice.
- g. Buyer shall instruct its bank to advise Sellers bank by Swift or tested telex, quoting the date of the transfer, the amount, the invoice number and the clearing bank, if any. Such advise is to be sent in due time in order to enable Seller' s bank to credit Seller with value on the due date.

## Procedures

### ACCEPTABLE CONTRACT PROCEDURES:

1. Seller provides to buyer their Acceptable Transaction Procedure and Detailed Company Profile.
2. After Due Diligence, buyer issues ICPO or LOI [which must be in accordance with Seller' s Acceptable Procedure already with buyer], with buyer' s official details, including Official Company Registration Certificate and Business Profile.
3. After Due Diligence, seller issues Draft Contract for Buyer' s signature, official stamp and Bank details.
4. After receipt of the PDF signed copy of Draft Contract, seller issues the following documents as **Partial Proof of Product [PPOP]:**
  - a. Commercial Invoice [CI]
  - b. Seller' s Notarized Company Registration Certificate.
  - c. Seller' s Legal Address Document including evidence of Paid-up Capital.
  - d. Official Evidence [including address and signature] from the Rented Property, whereby OOO " ONDATORG" is operating from.
  - e. OOO " ONDATORG" issues Notarized Proof of Availability of Product
  - f. Notarized Deal Passport
  - g. Official Seller' s Certificate of Origin [Form " A" ].
5. After Buyer' s checking and confirmation of the PPOP documents [above], he must issue/provide/endorse one of the following:
  - a. Issuance of SBLC/MT760 Instrument by buyer' s bank direct to seller' s bank or through buyer' s corresponding bank to seller' s Overseas Fiduciary Nominated bank. The validity period of the SBLC/MT760 must be 12 months and One Day.
  - b. Due to bureaucratic compliance procedures a buyer may face with their bank before issuance, the buyer has a **second option** of signing an Overseas Escrow Draft Contract with direct lodging of an Escrow Agreed Sum to the Oversea

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Escrow Bank. The Oversea Escrow Bank will act as Guarantors of the Fund, until the first trial lift is conducted. Neither the seller nor the buyer has access to the Escrow bank and or their Agent. The refundable deposited fund with the Escrow bank can only be re-called by buyer at the end of the first trial lift. The deposited fund acts as evidence or guarantee that the buyer is financially able and ready to buy the petroleum product. It saves time and cuts the difficulties usually encountered by buyer during the process of issuance of an SBLC/MT760 Instrument from their bank.

- c. The buyer may opt or choose the **third and last option: Pre-Payments to Holding company [of the local shipping company or overseas] an agreed Shipping Fee, before shipment of products.**
6. On fulfillment of one of the options above, [a – c]; seller issues 2% Non Transferable PB to buyer’ s bank.
7. Before the last process of shipment, seller will provide buyer the following information:
  - a. Seller’ s Tank Farm /Shipping Port /Vessel Details.
  - b. TSR/TSA Info, if not included above.
  - c. Analysis Test Authorization [ATA] Letter.
8. Buyer conducts Analysis Text and cross-checks all FPOP Documents presented to them. If OK, buyer simultaneously releases payment to seller by MT103/TT. The seller also within 72 hours of getting payment will also pay all intermediaries, agents, facilitators and or brokers associated with the transaction. It is also important to mention that this is only applicable in all FOB Transactions only. Seller must release all FPOP Documents to buyer which includes:
  - a. Original Copy of Seller’ s Commercial Invoice [CI], One [1] Original and three [3]
  - b. Clean Ocean Bill of Lading, One [1] Original and three [3] Copies.
  - c. Copy of License to Export, issued by the Department, of the Ministry of Energy
  - d. Copy of Approval to Export, issued by the Department, of the Ministry of Justice
  - e. Original Copy of Certificate of Origin, One [1] Original and three [3] Copies
  - f. Certificate of Ownership or Deal/Transaction Passport
  - g. Original Copy of Statement of Availability of the Product
  - h. Copy of the Refinery Commitment to produce the product
  - i. Certificate of Origin, One [1] Original and three [3] Copies
  - j. Original Copy of Tank Storage Receipt [TSR].
  - k. Analysis Test Authorization [ATA] and Analysis Report
  - l. Copy of the Port Storage Agreement
  - m. Copy of Charter Party Agreement to transport the Tank Farm or Discharge Port.
  - n. Copy of Vessel Questionnaire 88, etc.
9. For CIF shipment, the product is shipped to buyers Destination Port before the FPOP documents are handed to buyer. On reaching buyers Destination port, the FPOP Documents are cross-checked by buyer and if OK, buyer simultaneously releases payment by MT103/TT to seller. It is also important to mention that buyer deserves the right to conduct a Test Analysis on the product by SGS Experts [with seller’ s representatives], if buyer’ s representatives where not on the scene,

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when the first analysis test was conducted at seller' s loading port or storage Farm. The buyer will do this before making payment [through MT103] to ensure that the product is in accordance with the Test Analysis Report.

10.Seller will pay all Commissions to Agents, Facilitators and brokers, in accordance with the signed Agreement in the IMFPA-NCNDA Document, within 72 hours, after receiving payment from buyer by MT103/TT.

Payment Conditions: SBLC/MT760 or Escrow Deposit, as Proof of Fund or Financial Guarantee before lifting of the product. Invoices for monthly value of product paid by MT03 / TT within Three (3) banking days of delivery

**Inspection:** Seller and Buyer mutually agree that SGS shall be appointed at designated Loading ports, to assess the quality and quantity of the cargo according to the provisions herein stated. The Seller will pay the inspection fee, as per the surveyor' s invoice at port of loading.

For and on behalf of Seller:

Rax Technologies Enterprises

Date: 16/FEB/2018



Signature & Seal:

We, THE Buyer hereby with full corporate responsibility and with the power vested in its Officer, accept, confirm and agree to abide by this Contract.

BUYER:

Represented by:

Designation:

Address:

Tel:

Coy Reg. Nos.:

E-Mail:

Website:

Date: 16<sup>th</sup> FEB, 2018

Signature & Seal:

Seller's Sig./Seal:



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