
Specifications and Delivery Terms



AS Eesti varude Keskus (Estonian Stockpiling Agency - ESPA) purchases diesel corresponding to the following quantity and quality requirements and on the following terms and conditions:

1. Quality

Delivered diesel must correspond to the specification that meets at least EN 590:2013+A1:2017 requirements.

Extra conditions:

- **Content of FAME is not allowed, other paraffinic bio-origin components are allowed, if the long-term stability of the fuel is not influenced.**
- **Produced not earlier than 1 year before delivery**

The Vendor shall submit the following documents before starting the delivery:

- MSDS document (REACH registration);
- Certificate of Origin;
- Certificate of Quality issued by the refinery.

Bill of Lading, consignment notes, MSDS document (REACH registration), Certificate of Origin, Certificate of Quality issued by Refinery or any other transport documents are free of charge for Procurer.

2. Quantity

Quantity: 3 500 tonnes (for the delivery the quantity tolerance minus 5% is allowed).

Bill of Lading, consignment notes, or any other transport documents are free of charge for Procurer.

3. Delivery

Delivery must be carried out EU qualified (**only in excise warehouse**), according to the terms of INCOTERMS latest issue.

Delivery by the Vendor:

Diesel 3 500 tonnes

Free in tank at **Tartu Terminal AS, Tartu, Estonia** according to DDP-clause of INCOTERMS (latest issue). Please note: it's an excise warehouse and therefore the excise tax shall not be paid.

Please note: The Vendor has to arrange all transport and all customs formalities at his own risk and expense. Procurer will not bear any demurrage or overtime expenses.

4. Delivery Period

Delivery into **Tartu Terminal AS** shall be finished **during 15st of August 2022 until 31st of August 2022**.

Deliveries have to be nominated and agreed with Storage Operator and Procurer.
Any expenses caused by delayed delivery must be paid by the Vendor.

5. Storage Facility (receiving terminal)

Tartu Terminal AS
Kärkna
Tartumaa

Kaidi Zelinski
Phone: + 372 7 497 240
Mobile: + 372 5342 4552
E-mail: ladu@terminaloil.ee

6. Conditions for Discharging

Delivery is possible by road or railway tankers.

All details of discharging shall be agreed upon directly between the Vendor and the Storage Operator.

7. Price

The basis for calculating the price of the delivered diesel shall be Platts CIF NWE Cargoes / Basis ARA average of the medium-quotation of the week in **22.08.2022-28.08.2022** (“Diesel ULSD 10ppm” (Platts’ symbol AAVBG00)).

The price to be offered for the delivered volumes shall consist of the aforesaid price plus/minus a fixed premium in USD/tonnes, **esc/deesc basis 0,845 (at 15°C)**. The fixed premium shall take into account any possible import duties (e.g. customs duties, oil pollution fees if applicable, **please ask those from the storage operator – see clause 0**), but shall be exclusive of mineral oil tax (excise tax), VAT and stockpiling tax/stockpiling fees, if applicable. The density (at 15°C) used in the calculation of the volumes by the independent inspector shall be used during the escalation.

Please note: Any costs and expenses occurred before completion of the delivery of the goods, particularly for transportation and delivery (incl. but not limited to the harbour dues, the railway tanker-delivery charge etc, please ask those from the storage operator – see clause 0) will be paid by the Vendor and shall not be covered by Procurer.

Costs (if any) related to discharging (pumping) of the liquid fuels from the transport to the tank at the receiving terminal will be borne by Procurer. These costs are covered through the storage fee indicated in the storage agreement signed between Procurer and Storage Operator and therefore these costs shall not be included in the fuel price.

8. Inspections

Quantity and quality shall be certified at the place of delivery (in tank) by an independent inspector mutually agreed upon by Procurer and the Vendor. The results of the inspection are binding for both parties. Costs of the inspection shall be shared equally (50/50) between the Vendor and Procurer.

9. Quantities for Invoicing

Quantities in tank minus BS&W (=“Net”) as established/validated by the independent inspector in tonnes.

10. Payment

Payment for the delivered quantity shall be made in US dollars (USD). The Vendor will issue an invoice for the quantities delivered. Provided that the Storage Operator has confirmed the delivered volume, the relevant invoice shall be due 14 (fourteen) days after receipt of the invoice by Procurer.

Procurer has the right of retention of the payment in case the delivery does not comply with the conditions of the Contract, e.g. in case of lack of conformity of the goods’ quality and quantity.