

COMPANY LETTERHEAD

COMMERCIAL INVOICE No. XXXXXXXXXXXXX

SELLER XXXXXXXXXXXX		DATE XXXXXXXXXXXX		COMMERCIAL INVOICE NO. XXXXXXXXXXXX	
		CUSTOMER P.O. NUMBER XXXXXXXXXXXX		DATE OF EXPORT XXXXXXXXXXXX	
		COUNTRY OF EXPORT XXXXXXXXXXXX		B/L / AWB NUMBER XXXXXXXXXXXX	
BUYER/IMPORTER XXXXXXXXXXXX		FINAL DESTINATION XXXXXXXXXXXX		EXPORT ROUTE XXXXXXXXXXXX	
		TERMS OF SALE XXXXXXXXXXXX		TERMS OF PAYMENT T/T MT103	
		FREIGHT XXXXXXXXXXXX		TERMINAL NAME/LOCATION XXXXXXXXXXXX	
		MARKS PRODUCT TO BE LOADED BULK UNTO VESSEL			
QUANTITY	DESCRIPTION OF GOODS & PRICE BASIS	HS CODE	UNIT PRICE, US\$ / MT	TOTAL PRICE, US\$	
XXXX METRIC TONS	DIESEL EN590 10PPM	XXXXXXXXXX XX	XXXXXXX	XXXXXXXXXXXX	
WE HEREBY CERTIFY THIS INVOICE TO BE TRUE AND CORRECT			SUB-TOTAL	XXXXXXXXXXXX	
			HANDLING	Included	
			FREIGHT	Not Included	
			MISC	Not included	
			TOTAL	XXXXXXXXXXXX	
TOTAL IN WORDS: XXXXXXXXXXXXX					
THE COMMODITY IS READY FOR EXPORT TO: BUYER'S DISCHARGE PORT (ANY SAFE WORLD PORT) IN ACCORDANCE WITH THE EXPORT REGULATIONS.					
Quality of Goods Quality of Goods delivered under this Contract shall meet specifications set forth in Appendix No. 1 (Specifications) to this Commercial Invoice. Responsibility of the Seller for quality of the Goods delivered shall be limited to the specifications mentioned.					

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Delivery and Acceptance of the Goods

The quantity of Goods delivered by the Seller and accepted by the Buyer is to be determined in Metric Tons as per the Bill of Lading (B/L) and which shall be final and binding for both Parties.

The title for the Goods delivered and all risks, including loss or damage to the Goods shall pass from the Seller to the Buyer at the time when the Goods pass the flange connection between the loading hose and the ship's permanent hose connection at the loading port, after completion of payment.

Force-Majeure

The Parties shall not be responsible for failure to fulfill their contractual obligations (other than payment obligations) only to the extent that such failure is the direct and unavoidable result of Force-Majeure circumstances.

Force Majeure shall mean circumstances which cannot be foreseen and prevented and which are beyond the reasonable control of the party seeking to rely on the occurrence of such circumstance as a defence for non performance of its contractual obligations, including but not limited to war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage, natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightening, pandemics, epidemics, adverse weather conditions, explosions, fires, destruction of tankage, pipelines, of refineries or terminals and any of kind of installations, boycotts, strikes, lock-outs, labour disputes of all kinds, go-slows, occupation of factories and premises, excluding the factories and premises of the Party making reference to force majeure, any curtailment, reduction in, interference with, failure or cessation of supplies from any of the Seller's or the Seller's suppliers' sources of supply or by any refusal to supply products whether lawful or otherwise by the Seller's suppliers.

Applicable Law and Jurisdiction

This contract shall be governed and construed in accordance with the laws of England. The parties agree that the London High Court is to have the exclusive jurisdiction to settle any disputes. The verdicts of the London High Court shall be final and binding upon both Parties.

The present Contract is a purely commercial deal concluded in accordance with international rules of banking and financial activity and this rule is to be used for all questions regarding preparations, interpretation, legal fulfillment, and any other questions in regard to this contract, including ordinary norms of honesty, confidentiality adopted by International Chamber of Commerce (ICC), Paris, and also temporary suspension because of force-majeure circumstances. In case of any differences regarding any aspect of the present Contract the Parties shall agree to pass the matter to London High Court without any recourse to arbitration.

BUYER'S BANKING INFORMATION:

Bank: XXXXXXXXXXXX
Bank Address: XXXXXXXXXXXX
Account Name: XXXXXXXXXXXX
Account No.: XXXXXXXXXXXX
IBAN: XXXXXXXXXXXX
SWIFT Code: XXXXXXXXXXXX

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SELLER'S**BANKING INFORMATION/COORDINATES FOR RECEIPT OF SWIFT 199**

Bank: XXXXXXXXXXXX
Bank Address: XXXXXXXXXXXX
Account Name: XXXXXXXXXXXX
IBAN: XXXXXXXXXXXX
SWIFT Code: XXXXXXXXXXXX

SELLER'S**BANKING INFORMATION FOR PAYMENT FOR GOODS OF SWIFT 103**

Bank: XXXXXXXXXXXX
Bank Address: XXXXXXXXXXXX
Account Name: XXXXXXXXXXXX
IBAN: XXXXXXXXXXXX
SWIFT Code: XXXXXXXXXXXX

SELLER:
SIGNATURE, NAME, TITLE AND POSITION

XXXXXXXXXXXX

BUYER:
SIGNATURE, NAME, TITLE AND POSITION

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APPENDIX 1 : GUARANTEED SPECIFICATION FOR DIESEL EN590 10PPM

	Property	Test Method	Test Unit	Guarantee	Limit
1	Density at 15°C				
2	Polycyclic aromatic hydrocarbons				
3	Flash Point				
4	Cold Filter Plugging Point CFPP				
	Winter Grade				
	Summer Grade				
5	Distillation				
	Recovered at 250°C				
	Recovered at 350°C				
	95% (vol/vol) Recovered at				
6	Sulphur content				
7	Carbon Residue (on 10% residue)				
8	Viscosity at 40°C				
9	Copper Strip Corrosion (3h at 50°C)				
10	Fatty acid methyl ester (FAME) content				
11	Cetane Number				
12	Cetane Index				
13	Water				
14	Particulate matter				
15	Oxidation Stability				
16	Lubricity (wsd 1,4) at 60°C				

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**Agreed form and text of the banking instrument
MT 199 POF:**

We hereby confirm, with full Bank responsibility that we (sender's bank name) Bank for a transaction for the supply of petroleum products XXXXXXX. Has available funds in account No. XXXXXXX the sum of USD/EURO XXXXXXX which is freely transferable and legally earned, (good, clean and cleared funds of non-criminal origin, free of any liens or encumbrances and are ready, willing and able to confirm this MT199 on bank-to-bank basis.

FOR AND ON BEHALF OF BANK OFFICER
NAME AND POSITION
Signed,