



SCO Created: 10/1/2024, Version: 1, Good Through: 10/31/2024

Attention: **Buyer Mandate/ Buyers/ End Buyers.**
Ref: ORNT82185426/SCO-10-24-DI

OT - FOB PROCEDURES

SOFT CORPORATE OFFER

Dragon Industries stands as a prominent entity, entrusted with the facilitation of various operations. In the interest of our esteemed sellers, bearing complete corporate authority and legal accountability, we solemnly present this soft corporate offer, referred to as "SCO." Our sellers express their preparedness and eagerness to offer and deliver the subsequent products:

EN590 10PPM	
Quantity: (Min) 10,000 - (Max) 300,000 Metric Tons	
Commission: \$5 Seller Side / \$5 Buyer Side.	
JET-FUEL A1	
Quantity: (Min) 500,000 - (Max) 2,000,000 Barrels	
Commission: \$1 Seller Side / \$1 Buyer Side.	
D6 VIRGIN FUEL	
Quantity: (Min) 10,000,000 - (Max) 300,000,000 Gallons	
Commission: \$0.025 Seller Side / \$0.025 Buyer Side.	
LIQUEFIED NATURAL GAS "LNG"	
Quantity: (Min) 10,000 - (Max) 300,000 Metric Tons	
Commission: \$5 Seller Side / \$5 Buyer Side.	
D2	
Quantity: (Min) 10,000 - (Max) 300,000 Metric Tons	
Commission: \$5 Seller Side / \$5 Buyer Side.	
LIQUEFIED PETROLEUM GAS [LPG] GOST: 20448 -90	
Quantity: (Min) 10,000 - (Max) 300,000 Metric Tons	
Commission: \$5 Seller Side / \$5 Buyer Side.	
AUTOMOTIVE GAS OIL (AGO)	
Quantity: (Min) 10,000 - (Max) 300,000 Metric Tons	
Commission: \$5 Seller Side / \$5 Buyer Side.	
GASOLINE OCTANE (RON 87-95)	
Quantity: (Min) 10,000 - (Max) 300,000 Metric Tons	
Commission: \$5 Seller Side / \$5 Buyer Side.	



TERMS AND CONDITIONS

Delivery Ports: **Houston, Rotterdam, Fujairah, Jurong, and Ningbo-Zhoushan**
Incoterms: **FOB**
Fuel Origin: **Azerbaijan, Kazakhstan**
Inspections: **SGS or Equivalent**
Payment: **TT/MT 103**
Commission: **50%/50% paid to Buyer and Seller side, Seller side is closed.**

Procedures are non-negotiable.

Prices and Procedures subject to change without notice. Check prior to submitting an ICPO. Buyers are expected to be able to DEMONSTRATE STORAGE IN PLACE prior to receiving POP.

NOTE ON THE USE OF FIDUCIARY RECEIVERS

Sanction policies, along with their effects on International Banking practices, have dramatically affected the availability of funds when using foreign wire transfers. To facilitate timely transactions, our sellers will use regionally based fiduciary receivers rather than have funds sent directly to the refineries.



PROCEDURE 1: FREE ON-BOARD TRANSACTION - TANK TO TANK (TTT)

1. Buyer issues an official ICPO with the seller's procedure, passport copy, banking details along with their Tank Storage Agreement "TSA".
2. Seller issues their Commercial Invoice "CI" to the buyer, Buyer signs and returns the commercial invoice to the seller along with an Acceptance Letter of the sales and purchase procedure.
3. Seller verifies the buyer's storage facility and their Tank Storage Agreement (TSA) with the port authority. (NB: Seller will issue a Tank-to-Tank Injection Agreement (TTIA) to be signed by all parties only if buyer's TSA is engaged, not active or cannot be verified with the local port authority).
4. Seller issues all POP documents below to the buyer upon a successful verification and approval of the buyer TSA or after receiving the TTIA fully signed by all parties:
 - a. Injection Report.
 - b. Product Passport.
 - c. 24 Hours SGS Report.
 - d. Product Certificate of Origin.
 - e. Tank Storage Receipt (TSR).
 - f. Authorization to sell and collect.
 - g. Unconditional Dip-Test Authorization.
 - h. Product Title Holder Transfer Agreement.
 - i. NCNDA/IMFPA.
5. If required buyer may inspect by SGS (Dip Test In Tanks) at buyer's expense.
6. Upon successful verification of POP or Dip Test in the seller's tank, buyer provides Tank Storage Receipt (TSR) to seller in order to issue the scheduled Injection Programming (IP) to be signed by buyer storage facility and then injects the product into buyer's tanks.
7. Buyer makes the payment for the product via MT103, seller transfers the Title Holder & Ownership of the product to the Buyer.
8. After successful Trial Lift (First Lift), Seller issues SPA/Contract for 12 months with R&E to Buyer for processing.
9. Seller pays commissions to all intermediaries involved, for the initial lift and all subsequent lifts according to the signed NCNDA/IMFPA.



PROCEDURE 2: FREE ON-BOARD TRANSACTION - TANK TO TANK (TTT)

1. Buyer accept seller procedure and submits an official ICPO, passport copy, banking details, and their Tank Storage Agreement "TSA" for approval by the Seller.
2. The Seller issues a Commercial Invoice (CI) & Injection Commitment Letter, Buyer countersigns and returns to the seller.
3. Upon verifying the Buyer's tank farm and TSA successfully with the port authority, the Seller commits fully to the transaction for the upcoming product injection by jointly paying the storage tank lease with the buyer to the Buyer's approved tank farm. The Buyer covers 3 days of storage, while the Seller covers 2 days of storage.
4. Once the total days of storage tank lease payment for product injection has been confirmed by the buyer tank farm, Seller will issue their Tank-to-Tank Injection Programming (TTIP) to be signed by all parties and upon receiving the TTIP fully signed by all parties the Seller issues to the Buyer below the complete set of POP documents:
 - a. SGS Analysis Report (within 48 hours)
 - b. Product Passport
 - c. Product Certificate of Origin
 - d. Unconditional Dip Test Authorization
 - e. Injection Report
 - f. Tank Storage Receipt with GPS Coordinates
 - g. Authority to Sell & Collect (ATSC)
 - h. Authority To Verify (ATV)
 - i. NCNDA/IMFPA
5. Optionally, the Buyer may conduct its own Dip-Test in the Seller's tank at the Buyer's expense.
6. After a successful SGS Q&Q analysis report, the Seller injects the product into the Buyer's tank. Upon successful injection, the Buyer makes the payment via MT103 TT Wire Transfer as per the final product value Invoice along with the total amount of the 2days storage paid by the seller to the buyer tank farm for product injection.
7. Upon payment confirmation, the Seller transfers the ownership title, allowing the Buyer to lift the product.
8. The Seller settles the fees of all involved intermediaries through NCNDA/IMFPA. Thereafter, the monthly contract shipment proceeds according to the terms and conditions in the sales and purchase agreement contract between both parties.

PROCEDURE 3: FREE ON-BOARD TRANSACTION - TANK TO TANK (TTT)

1. Buyer issues an official ICPO containing the seller's procedure, a copy of their passport, banking information, and their Tank Storage Agreement "TSA."
2. Seller issues a Commercial Invoice "CI" to the buyer, buyer signs and returns the commercial invoice to the seller along with an acceptance letter of the sales and purchase procedure.
3. Seller receives the countersigned commercial invoice and issues the NCNDA/IMFPA with commission structures to be signed by all parties. Seller also issues the Buyer's allotted Product Transfer Agreement (PTA) for endorsement by all parties after verifying and approving the buyer Tank Storage Agreement (TSA) with the port authorities. The seller provides the buyer with all product documents (POP) below after obtaining the fully endorsed PTA:
 - a. Injection Report.
 - b. Product Passport.
 - c. 24 Hours SGS Report.
 - d. Tank Storage Receipt (TSR).
 - e. Product Certificate of Origin.
 - f. Unconditional Dip-Test Authorization
4. Buyer's SGS team may choose to re-conduct inspection of the product in the seller's shore tank.
5. Upon successful verification of the POP or Dip-Test in the seller's tank, buyer provides their Tank Storage Receipt "TSR" to seller in order to begin Injection of the product into the buyer storage facility tanks.
6. Seller transfers the Title Holder & Ownership of the product to the Buyer upon a successful product injection into the Buyer's Tank Farm and after the Buyer as made the total payment for the product via MT103.
7. Seller provides Buyer with Contract for a period of 12 months with R&E for processing following a successful Trial Lift.
8. Seller receives and countersign the NCNDA/IMFPA. According to the signed NCNDA/IMFPA, the seller pays commissions to each and every intermediary for the first lift, as well as any additional lifts.



PROCEDURE 4: TANK TAKE OVER (TTO)

1. Buyer accepts seller's working procedure and issues Irrevocable corporate purchase order (ICPO) with their banking details and signatory Passport copy.
2. The Seller issues Commercial invoice of the product, Buyer countersigns and returns to the seller.
3. Seller receives the countersigned CI, Buyer requests a 1-day tank extension invoice for the dip test in the Seller's tanks.
4. Upon receipt of the Buyer payment. Seller opens communication with the Tank Farm Management for verification and registration. Upon complete registration with the port authority, Seller issues the POP documents below:
 - a. Authorization to Sell and Collect
 - b. Product Passport/Analysis.
 - c. Product Certificate of Origin.
 - d. Injection Report
 - e. 24 Hours SGS Report.
 - f. Unconditional Dip-Test Authorization.
5. Buyer confirms receipt of the above-issued documents and conducts inspection and Dip-Test with their SGS team. Upon successful verification of POP and Dip Test in the seller's tank, Buyer makes the payment for the total amount of the product via MT103. Seller confirms Buyer payment and transfers title ownership of the product to the buyer. Buyer completely takes over Seller's storage tanks.
6. Seller issues NCNDA/IMFPA to be signed by all intermediaries involved in the transaction. Seller pays commissions to all intermediaries involved for the initial lift and all subsequent lifts.



PROCEDURE 5: TANK TO VESSEL (TTV)

1. The Buyer issues an ICPO with banking details, buyer's passport and Charter Party Agreement (CPA).
2. The Seller issues a Commercial invoice of the product, Buyer countersigns and returns to the seller.
3. Upon receiving the counter-signed CI, Buyer requests a 1-day tank extension invoice for a product dip test in the Seller's tanks.
4. Upon receipt of buyer payment, seller opens communication with the Tank Farm Management for verification and registration. Upon complete authorization with the port authority, Seller issues the PPOP documents, below:
 - a. Authorization to sell and collect.
 - b. Product Passport/Analysis.
 - c. Product Certificate of Origin.
 - d. Injection Report.
 - e. 24 Hours SGS Report. Unconditional Dip-Test Authorization
5. (Optional) Buyer proceeds with their SGS team to re-conduct inspection of the product in Seller's shore tanks.
6. Upon the Buyer's successful verification of POP and the Product Dip-Test in the seller's tank, Seller issues the Tank to Vessel Injection Agreement (TVIA) and Tanker Injection Programming (TIP).
7. Product injection begins into the buyer vessel. (Buyer may completely take over seller tanks for further product storage).
8. After product Transfer & Injection into the buyer's vessel has been completed, buyer makes the payment for the total product via MT103, seller transfers the Title Holder & Ownership of the product to the Buyer.
9. After successful Trial Lift (First Lift), Seller issues SPA/Contract for 12 months with R&E to Buyer for processing.
10. Seller issues NCNDA/IMFPA to be signed by all intermediaries involved in the transaction. Seller pays commissions to all intermediaries involved for the initial lift and all subsequent lifts.



PROCEDURE 6: VESSEL TAKE OVER (VTO)

1. Buyer issues Irrevocable Corporate Purchase Order (ICPO).
2. Seller issues draft agreement (MOU) for Buyer to countersign and return to Seller.
3. Upon Seller receipt of signed MOU from the Buyer, Seller legalizes the agreement.
4. Seller sends to Buyer the following documents for Buyer's review and approval:
 - a. Bill of Lading- (in the name of previous buyer as Consignee.)
 - b. Vessel Tanker Details.
 - c. Product Passport- Dip- Test Report.
 - d. Proforma Invoice.
 - e. 3% Payment deposit Invoice.
 - f. Cargo Manifest.
 - g. Cargo Ullage Report.
 - h. Q88.
5. Buyer confirms the product documents and makes a 3% deposit for the Allocation and Security Guarantee. Payment is made to the Seller's nominated bank by T/T Wire Transfer within 3 banking days to enable the Seller to change all documents to the Buyer's name and to instruct the vessel's captain to re-route the vessel to the Buyer's destination port. The 3% payment shall be deducted from the total cost of the cargo.
6. Seller releases a fresh dated Dip-Test Authorization (DTA) to Buyer so that its SGS inspection team or equivalent for a Q& Q inspection upon goods/cargo arrival at the discharge port.
7. Upon the successful completion of Dip-Test inspection, Buyer makes payment on the remaining balance by MT103 wire transfer for the total goods value. Seller transfers Title of Ownership Certificate to the Buyer's name as the legitimate owner of the goods and commence Trans-loading.
8. Trans-loading commences immediately.
9. Seller will release payments to the intermediaries involved within 48 hours of receiving the final payment for the product from the Buyer's bank.

UNDERSTANDING PROCEDURES

Potential Buyers of fuels from manufacturers need to understand what these Sellers are looking for from a Buyer BEFORE engaging in any transaction. This will ensure a successful lift and minimize the possibility of failure.

1. Pricing is “refinery direct” and is not connected to Platts, which is based upon “traders” prices.
2. These refineries have been in business for years (one since 1949) and have delivered fuels of all types for decades, successfully.
3. Manufacturers have a massive investment in their fuels through refining, transporting, and storing them at the major ports around the world, so they expect Buyers to make a similar investment prior to transferring fuel to them.
4. Thus, manufacturers do **NOT PROVIDE PROOF OF PRODUCT (POP) FOR FREE**. Buyers must demonstrate an INVESTMENT in the ability to RECEIVE fuel prior to receiving POP in a transaction, REGARDLESS OF PROCEDURE.
5. These investments are generally paid to 3rd party logistics providers and NOT to the manufacturers themselves, unless the procedure calls for a Tank Extension. Manufacturers generally take no fees and only make money by SELLING FUEL.
6. This policy favors Buyers with **currently rented tanks**, which is a de facto demonstration of an investment in the ability to receive fuel once POP is approved.
7. Manufacturers’ Procedures CANNOT be changed in any way. **DO NOT ATTEMPT to negotiate the Procedure once a transaction starts**. This will ONLY lead to cancellation.
8. If you EXPECT problems during a transaction, you will certainly find one. This will terminate an otherwise good transaction. Do your DD BEFOREHAND.

Procedures are like train tracks. If you stay on the rails, you get to your destination.
If you go OFF them, you become a Train Wreck.

Don’t be a Train Wreck!

Finally: An ICPO is an ORDER. It is NOT an opportunity to NEGOTIATE the Procedure. Do not substitute Logistics Companies in the middle of a transaction, this is a RED FLAG. It is assumed that you have done your Due Diligence on the manufacturer and that you are ready to TRANSACT. MAKE SURE you UNDERSTAND what is required of you in any given Procedure and you will receive Proof of Product at the appropriate point IN the Procedure and NOT beforehand.