

Repsol Trading General Terms and Conditions for **Inspection and Testing** Services



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Repsol Trading General Terms and Conditions
for **Inspection and Testing**
Services

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PART I. GENERAL

1 Definitions

Agreement	Means these General Terms and Conditions (including, where applicable, the Annexes attached, if any,) together with the Special Provisions.
Affiliate	Means a company or other legal entity which directly, or indirectly through one or more intermediaries, controls, or is under common control with or is controlled by another party. For this purpose, 'control' means the direct or indirect ownership of fifty (50) per cent or more of the voting rights attached to the issued share capital of such company or other legal entity.
Associated company	Means a company in which another company has a stake of between 20 % and 50 % of voting shares.
Client	Means a Party stated in the Special Provisions as being the one contracting the service or Repsol Trading.
Company	Means a Party stated in the Special Provisions as being the one rendering the service.
Party	Means either the Client or the Company and collectively the "Parties".
Sanctions	Means any economic, financial and commercial sanctions and embargoes regulations issued or administrated by the U.S. Government, including the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), or similar measures promulgated by the United Nations Security Council, the European Union, or other relevant sanctions authority, applicable to the Parties.
Special Provisions	Means the contractually binding fax, or e-mail, or other form of oral or written agreement in which, by reference, these General Terms and Conditions are incorporated to form the Agreement.

2 General

- 2.1** Unless otherwise expressly agreed in writing, all services and contractual relationships between the inspection company (hereinafter the "Company") and Repsol Trading (hereinafter the "Client") shall be governed by these general terms and conditions (hereinafter the "General Conditions"), and the Special Provisions the parties will agree thereto.
- 2.2** These General Terms and Conditions shall be binding and applicable to both Parties.
- 2.3** In case of conflict between the Special Provisions and these General Terms and Conditions, the Special Provisions shall prevail.
- 2.4** All communications shall be in writing. Transfer via, Internet transfer of unencrypted email or other digital transmission technology is sufficient.
- 2.5** Unless the Company receives prior written instructions to the contrary from the Client, no other party is entitled to give instructions, particularly on the scope of services or delivery reports or certificates resulting therefrom.
- 2.6** The Client needs to expressly authorize the Company before reports are delivered to any third party.
- 2.7** These General Terms and Conditions will be applicable to Repsol Trading, S.A. or any of its affiliate(s) or associated companies.
- 2.8** Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of words, description, definition, phrase or term preceding those terms.

3 Provisions of services

- 3.1** The Company will provide services using reasonable care and skill in accordance with the Client's specific instructions, as confirmed by the Company. In the absence of such instructions, the following shall apply:
- (a)** the terms of any standard order form or standard specification sheet of the Company ; and/or the applicable norm, standards or regulation for the determination of the quantity and/or quality; and/or
 - (b)** such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

All enquiries and orders for the provision of services must be accompanied by sufficient information, specifications and instructions to enable the Company to evaluate and/or perform the services required.

- 3.2** The information stated in reports is derived from the results of inspection or testing procedures carried out in accordance with the instructions of the Client, and/or the Company's assessments of such results on the basis of any technical norms, standards or regulations, or other circumstances which should be taken into account.
- 3.3** The reports issued further to the testing of samples contain the Company's opinion on those samples only, and do not express any opinion upon the lot from which the samples were obtained.
- 3.4** Should the Client request that the Company witnesses any third party intervention, the Client agrees that the Company's sole responsibility should imply to attend the third party's intervention and to forward the results, or confirm the occurrence, of the intervention.
- 3.5** Reports issued by the Company will reflect the facts as recorded by it, at the time of its intervention only and within the specific instructions received by the Client or, in the absence of such instructions, within the limits of the alternative parameters applied as provided in Clause 3.1. The signed report (manually or electronically) is the only legally binding document. The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied under Clause 3.1.
- 3.6** The Company must not delegate the performance of all or parts of the services to a subcontractor without the prior express written consent from the Client.
- 3.7** The Client shall bear the costs and risks with regard to the delivery of samples (including its transportation), unless otherwise agreed with the Company. In case of transport through the Client, the sample material shall be packed properly and any possible instructions by the Client shall be taken into account.
- 3.8** All samples shall be retained for a period of (3) three months or such other period necessitated by the nature of the samples as may be from time to time required by the Client.

4 Processing time

- 4.1** The Company shall provide the Services at such time agreed between the Parties. Deadlines and time limits with regard to the provision of the services are binding between the Parties.

- 4.2** The Company will provide services in accordance with:
- the Client's specific instructions as accepted and confirmed by the Company;
 - applicable norms, standards or regulations; ;
 - such methods as the Company shall consider appropriate on the following grounds of technical or operational or cost.
- 4.3** The Company's standard services may include all of the following: :
- quantitative and/or qualitative inspection;
 - inspection of goods, plant, equipment, packing, tanks, containers and means of transport;
 - inspection of loading or discharging;
 - sampling; laboratory analysis or other testing; surveys and audits.

5 Obligations of the Client

- 5.1** The Client will ensure that Company will receive all information, instructions and documents necessary for the performance of the services, prior to the provision of those services.
- 5.2** Procure all necessary access for the Company to the premises where the services are to be performed and take all necessary steps to eliminate or remedy obstacles to, or interruptions in, the performance of the services;
- 5.3** Inform the Company of any known hazards or dangers, actual or potential, associated with any order or samples or testing.

6 Obligations of the Company

- 6.1** Timely and accurate perform the services per the Client's instructions.
- 6.2** At their sole cost and responsibility the Parties will ensure that all safety and security measures under their control are taken for working conditions during the performance of the services: Training and safety equipment for the Company; and sites and installations under their control for the Client.
- 6.3** In the event of any unforeseen events or expenses arising in the course of the provisions of the services, the Company shall inform the Client in advance. The Client will not assume any additional expense without the prior written consent to the Company.
- 6.4** Subject to the Client's instructions as accepted by the Company, the Company will issue reports and certificates of inspection which reflect statements of opinion made with due care within the limitation of instructions received, but the Company is under no obligation

to refer to or report upon any facts or circumstances which are outside the specific instructions received.

7 Suspension or termination of services

- 7.1** Notwithstanding the other provisions of the Agreement, either Party may terminate the Agreement forthwith at any time without claim or charge, by giving notice to the other Party:
- (a)** If such other Party commits a material breach of its obligation under the Agreement and has not commenced taking reasonable steps to remedy the breach within (30) thirty days or has not remedied the breach within (90) ninety days after such notice if given by the terminating Party; or
 - (d)** If there is a change in applicable law that requires changes to the Agreement, and:
 - (i)** either Party has notified the other Party as soon as reasonably practicable upon becoming aware of such change in applicable law or potential change;
 - (ii)** the Parties have worked together to identify the impact of such change in the applicable law but cannot agree within a reasonable time how the change in the applicable law should be incorporated into the Agreement and how the charges should be adjusted to reflect the cost of implementing the change in applicable law provided.
- 7.1.1** Either Party has insolvency or bankruptcy proceedings instituted against it;
 - 7.1.2** Either Party becomes insolvent;
 - 7.1.3** Either Party makes an assignment for the benefit of its creditors;
 - 7.1.4** Either Party proposes or makes any arrangements for the liquidation of its assets; or;
 - 7.1.5** Either Party appoints or becomes subject to the appointment of an administrator, liquidator, receiver or other similar official.

8 Liability

- 8.1** The Company shall be liable for any delay, partial or total nonperformance of the services arising directly from noncompliance of the clauses and stipulations stated in this Agreement.
- 8.2** The Company shall be liable for foreseeable damages if they are caused in whole or in part by a pre-existing defect, negligence or willful misconduct of the Company.
- 8.3** Neither party shall be liable for any special, consequential or indirect losses, nor shall either Party be liable to the other for any prospective or speculative profits.
- 8.4** The Company shall, to the extent of the liabilities that it has assumed under these General Conditions, subscribe and maintain at the Company's expense and at all times during the

course of the Agreement with companies of renowned financial solvency, the insurances listed herein below. The amounts of such insurance will not be lower than those mandatory as per current laws. No obligations as to indemnification set out in the Agreement shall be affected due to payment thereof:

- 8.4.1** Workmen's Compensation Insurance to comply with all applicable laws, including the laws of the state of origin of its expatriate employees or their equivalents.
 - 8.4.2** Employer's Liability Insurance with a limit not less than EUR 3.000.000 per occurrence.
 - 8.4.3** Third Party Liability Insurance with a limit not less than EUR 3.000.000 per occurrence, including among others, professional liability, liability for products and post-works and accidental pollution and contamination and cross liability. Said insurance shall, with respect to liabilities assumed by the Company under this General Conditions, include the Client as additional insured, without affecting its status as third party.
Whenever the services are carried out at sea, platforms, marine terminals, etc., Marine Liability Insurance with the same limit.
 - 8.4.4** Whenever automobiles and automotive equipment are used by the Company for the performance of the Services, Compulsory Automobile Liability Insurance and Subsidiary Third Party Liability Insurance for the limits required by Applicable Laws or EUR 3.000.000 per occurrence, whichever is higher.
 - 8.4.5** Notwithstanding the foregoing, the Company may subscribe the supplementary insurance deemed necessary for the full coverage of its responsibilities as per these General Conditions.
- 8.5** The Company shall, prior to the beginning of the execution of the Agreement, furnish to the Client a certificate of the insurance subscribed. Failure to deliver this certificate shall entitle Client to terminate the Agreement due to cause attributable to the Company.
- 8.6** The Client may, at any time, request the Company to deliver authenticated copies of the insurance policies subscribed. The Company is bound to deliver all the foregoing within a maximum period of (15) fifteen days.
- 8.7** The Company is bound to notify the Client, in writing, in the case any incident, arising from or related to this Agreement affecting the validity and conditions of the insurance subscribed.
- 8.8** As soon as either Party is aware of any circumstance which may give rise to a claim under the insurance policies referred to in this clause, shall give written notice of such circumstance to the other Party and the incident shall be notified to the insurance company. Each Party shall provide the necessary assistance for the notification, preparation, negotiation and resolution of incidents.

- 8.9** All insurances referred to in Clause 8.4 shall include a provision whereby the insurers agree to waive their rights of subrogation against the Client.
- 8.10** The Company shall be liable to require its subcontractors to maintain the same responsibilities and insurance policy as required to the Company. However, no Company's responsibility against the Client shall be exempted
- 8.11** In any case, the Client shall never be responsible for limits, deductibles or limitations in the terms and conditions of the Company's policies.
- 8.12** All insurances referred to in Clause 8.4 shall be primary to any other insurance that the Client may subscribe.

9 Confidentiality

- 9.1** The terms of this Agreement shall be kept strictly confidential and the details of the Agreement shall not be disclosed by either Party to any third party without the previous written consent of the other Party.
- 9.2** Notwithstanding the provisions of Clause 9.1, a Party (the "Disclosing Party") may disclose details of the Agreement without the other Party's prior written consent if:
- 9.2.1** such disclosure is required by law or by any securities exchange or regulatory or governmental body or fiscal authority having jurisdiction over it, wherever situated, and whether or not the requirement has the force of law; or
 - 9.2.2** the confidential information is or was already in the public domain other than through the fault or action of the Disclosing Party; or
 - 9.2.3** such disclosure is to an Affiliate, Associated Company, legal advisor, agent, financing bank, insurance company/broker or in connection with any dispute, legal or arbitration proceedings, and the Disclosing Party shall cause all Parties in receipt of such information to be bound by the same obligations of confidentiality as contained in the Agreement; or
 - 9.2.4** the information is revealed in connection with the assignment of the contract, if permitted, or the assignment of the right to receive payment.

10 Force Majeure

- 10.1** No failure or delay by either Party in fulfilling any of its obligations contained in the Agreement shall give rise to any claim by one Party against the other, if such failure or delay arises out of force majeure, which for the purposes of the Agreement shall be any occurrence or circumstance reasonably beyond the control of that Party which could not be foreseen the moment of the contract formation.

- 10.2** Examples of force majeure include, but are not limited to: acts of God, war, whether declared or undeclared, civil disorder, riot, strike, lockout, sabotage, embargo, storm, earthquake, fire, breakdown or interruption of the functioning of installations production plant or machinery or other facilities or of the means of transportation, stoppage or restraint to labor, governmental laws, regulations or directions or acts of any officer, department agency, committee or similar bodies, national or international.
- 10.3** A Party whose performance is affected by an event described in the above clause (a Force Majeure Event) shall: (a) promptly notify the other party in writing of the Force Majeure Event, the cause, and the likely duration of any consequential delay or non-performance of its obligations; (b) use all reasonable endeavors to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and (c) continue to provide services that remain unaffected by the Force Majeure Event.
- 10.4** If the Force Majeure Event continues for more than (30) thirty days after the day on which it started, each Party may terminate this Agreement by giving at least (10 ten) days' written notice to the other party.

11 Taxes**11.1 For counterparties in Spain and Singapore**

11.1.1 Each party shall cooperate fully and in good faith with respect to all tax matters relating to the Agreement and/or any operations wherever performed including, but not limited to, providing assistance with efforts in order to minimize taxes arising with respect to the Agreement, cooperating and assisting in supporting claims for exemptions and/or tax relief benefits.

11.1.2 The obligations contained in this clause shall continue notwithstanding the completion or termination of this Agreement.

11.2 For counterparties in the United States of America (U.S.A.)

11.2.1 All taxes levied or imposed, now or in the future, by any governmental authority on the signature or on the performance of the obligations under this Agreement shall be borne by the Party which is responsible in accordance with the applicable tax legislation.

11.2.2 Each Party shall cooperate fully and in good faith with respect to all tax matters relating to the Agreement and/or any operations wherever performed including, but not limited to, providing assistance with efforts in order to minimize taxes arising with respect to the Agreement, cooperating and assisting in supporting claims for exemptions and/or tax relief benefits.

- 11.2.3** The Company shall, and shall procure that all subcontractors comply with all governing law and the laws in the country of operations concerning all direct and indirect taxes, including administrative and registration requirements, maintaining proper accounting records, and timely and accurately filing all documents, tax returns or forms required by the laws in the country of operations.
- 11.2.4** The Company shall be responsible for and shall pay, and shall procure that any relevant subcontractor is responsible for and shall pay, and shall indemnify, defend and hold the Client harmless from and against, all taxes assessed, levied or imposed on the Company, or subcontractor, in connection with this Agreement, and any claims in connection with such tax obligations.
- 11.2.5** The Company shall be responsible for, indemnify, defend and hold the Client harmless from and against all taxes assessed, levied or imposed against or on account of wages, salaries or other emoluments or deemed benefits paid to personnel or any other person employed by Company in connection with the Agreement, and any claims in connection with such tax obligations.
- 11.2.6** The Client shall be responsible for and shall pay all taxes properly assessed on the Client and shall indemnify, defend and hold the Company harmless from and against all taxes which the Company becomes liable to pay solely as a result of the Client failing to discharge any such Tax properly assessed upon it, except to the extent that such taxes have been recovered by Company.
- 11.2.7** Where, under the provisions of any legislation for the time being in force, the Client is required to deduct any amount, whether as tax or howsoever called, the Client shall deduct the specified amount from any amount payable to the Company. The Client shall pay over or deal with any amount so deducted in accordance with the provisions of the relevant legislation providing for the deductions.
- 11.2.8** Where an agreement or treaty to avoid double taxation applies between the Company's country of residence and the Client's country of residence, the Company shall provide the Client an original certificate of residence issued by the tax authority of the country where the Company resides or any other documentation required and deemed appropriate by the corresponding tax authority prior to payment of the first Company's invoice. The certificate shall be renewed or reissued as required by applicable governing law or the laws in the country of operations.
- 11.2.9** Failure by the Company to furnish the above mentioned certificate shall imply the Client's assumption of liability for all withholding taxes or any other taxes, charges or fees imposed by the tax authority on any amount payable to the Company. The Company shall be responsible for, indemnify, defend and hold the Client harmless from and against all claims in connection with such withholding tax.
- 11.2.10** The Client undertakes to provide the Company within a reasonable time any certificate of withholding tax as required by governing law or the laws in the country of operations.

- 11.2.11** The Client may act on any information available, at its discretion, and shall not be liable to the Company or any other person or body in the event that the Client applies a statutory deduction or withholding, pursuant to the relevant tax laws and regulations or a reasonable interpretation thereof.
- 11.2.12** Both Parties shall fully cooperate and act in good faith with respect to all tax matters connected to or arising from the performance of the services and these General Conditions.
- 11.2.13** The Company shall, procure that all subcontractors, furnish to the Client any documentation related to the Company's activities under the Agreement as may be requested by the Client for any purpose, including documents to enable the Client to: (a) fulfil its tax obligation; and (b) comply with any request by any tax authority, and where such information is not available or known to Company or subcontractor, the Company shall use its best endeavors to obtain or procure that the relevant subcontractor timely furnishes it to the Client.
- 11.2.14** The Company shall, and shall procure that all subcontractors, retain any documentation relating to the Company's activities under or pursuant to the Agreement as shall enable the Company to comply with its tax Custom Duties obligations.
- 11.2.15** In the event payment for the provision of services is subject to value-added tax, goods and services tax, sales tax or a similar levy chargeable upon the supply of goods and services, the accurate amount of tax shall be reflected as a separate item on the invoice, added to the price, and paid by the Client. The Company, where legally possible, will apply a tax exemption, zero percent (0%) rate, or any other tax holiday applicable in the relevant country. The Client will provide such documentation as the Company may reasonably request to assist the Company in applying for any such tax exemption, zero percent (0%) rate, or any other tax holiday. The Company will provide such documentation and such other evidence as required by Client to claim any relevant credit for such taxes.
- 11.2.16** The Client may offset any amount due to Company from any payment the Company is due to make to the Client under the Agreement.

12 Customs Duties

- 12.1** The Company shall comply with the laws in the country of operations (including security) particularly with respect to renting, hiring, purchasing, importing, exporting, re-exporting, delivering or otherwise using the Company's items in connection with the General Conditions (including obtaining all necessary customs clearance or other governmental authorization required for transporting such items in or out of any jurisdiction).
- 12.2** The Company shall provide, or shall procure that the subcontractors provide, all data and documentation as necessary or deemed necessary by the Client to ensure compliance

with the laws in the country of operation or reliefs, reductions, exemptions and benefits as referred to in Clause 12.1.

- 12.3** The Company shall be responsible for and shall pay and shall indemnify, defend and hold the Client harmless from and against all taxes and customs duties assessed or levied on or against with respect to any Company items, including claims resulting from the full benefit of available exemptions being, prejudiced or not received by the Client and/or resulting from the failure to obtain necessary permits, licenses, approvals, consents or other forms of authorization required together with any costs of compliance, costs of proceedings or other reasonable expenses. The Client may offset any amount due from the Company under this indemnity from any payments the Company is due to make to the Client under the Agreement.

13 Changes in Regulations

- 13.1** It is understood that the Parties are entering into the Agreement in reliance on the laws, rules, regulations, decrees, agreements, concessions and arrangements ("Regulations") in effect on the date of the Agreement with governments, government instrumentalities or public authorities affecting directly or indirectly the services under the Agreement.
- 13.2** If at any time and from time to time during the Agreement any Regulations are changed or new Regulations become or are due to become effective, whether by law, decree or regulation or by response to the insistence or request of any governmental or public authority or any person purporting to act for such organizations, and the material effect of such changed or new Regulations is:
- (a) not covered by any other provision of the Agreement; and
 - (b) has or will have a material adverse economic effect on either Party.
- The Parties shall have the option to request renegotiation of the services and its commercial conditions.

14 Sanctions, Trade Controls and Boycotts

- 14.1** The Parties agree that in connection with the Agreement, they and their affiliates, directors and employees will comply with all applicable Sanctions.
- 14.2** In particular each Party warrants and represents that:
- (a) Neither it nor its affiliates, and their respective directors and employees (i) are, or are owned or controlled by persons that are, subject of assets freeze under Sanctions (such as persons listed on the OFAC Specially Designated Nationals and Blocked Persons List (OFAC SDN List) or on any list of a similar nature), or (ii) located, organized or resident in a country subject to a comprehensive embargo, including, without limitation Iran or North Korea;

- (b) It shall not employ in transactions in connection with the Agreement any financial resources, assets or securities owned, originated or derived from persons or entities subject to assets freeze under Sanctions, such as persons listed on the OFAC SDN List or on any list of a similar nature; and
- (c) It shall not use any funds originating from this Agreement to finance any prohibited activities under Sanctions.

14.3 Either Party may terminate the Agreement forthwith upon written notice to the other Party at any time, if in its reasonable judgment, supported by credible evidence, the other Party is in breach of any of the above representations, warranties or undertakings in this Clause.

14.4 Notwithstanding anything to the contrary herein:

- (a) nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party hereto to act in any manner (including failing to take any actions in connection with a transaction) which is inconsistent with, penalized or prohibited under any laws, regulations, decrees, ordinance, order, demand, request, rules or requirements of the European Union, the United Nations, the United States of America or any other relevant authority that could be applicable to such Party and/or its direct and/or ultimate parent company which relate to international boycotts of any type; and
- (b) neither Party shall be obliged to perform any obligation otherwise required by this Agreement (including without limitation an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose such Party and/or its direct and/or ultimate parent company to punitive measures under Sanctions.

14.5 Where any performance by a Party would be in violation of, inconsistent with, or expose such Party and/or its direct and/or ultimate parent company to punitive measures under the Sanctions, such Party (the "affected party") shall, as soon as reasonably practicable and always within a maximum timeframe of 48 hours from its acknowledge give written notice to the other Party of its inability to perform. Once such notice has been given the affected Party shall be entitled to:

- (a) immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; or
- (b) if it is not possible to suspend the affected obligation and the inability to discharge, the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that where the relevant obligation relates to payment for services, the affected payment obligation shall remain suspend-

ed (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the Affected Party may lawfully resume payment; and

In each case without any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees and expenses).

- 14.6** Should any of the Parties, including their majority/controlling shareholders, become subject of assets freeze under Sanctions (such as persons listed on the OFAC SDN List or on any list of a similar nature) the other Party shall be entitled to immediately terminate the agreement without any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees and expenses).
- 14.7** Nothing in this clause shall be taken to limit or prevent the service, where available under the governing law of the Agreement, of any doctrine analogous to the Spanish law doctrine of frustration.

15 Anti-Money laundering and anti-terrorism financing

- 15.1** The Parties agree that in connection with the Agreement, they will comply with all treaties and regulations of the United Nations, European Union, Spanish government and, as the case may, be any other legislation or requirements that could be applicable to such Party relating to anti-money laundering and anti-terrorism financing.
- 15.2** In particular each Party on behalf of the other shall not employ in transactions in connection with the Agreement any financial resources, assets or securities originated or derived from:
- (a) unlawful activity of any nature;
 - (b) terrorists or terrorist organizations; or
- 15.3** Either Party may terminate the Agreement forthwith upon written notice to the other Party at any time, if in its reasonable judgment, supported by credible evidence, the other Party is in breach of any of the above representations, warranties or undertakings in this Clause.

16 Facilitation payments and anti-corruption

- 16.1** The Parties agree that in connection with the Agreement, they will each respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders of the European Union, any EU member state, the United Nations and the United States of America relating to anti-bribery/anti-corruption and anti-money laundering.

- 16.2** The Parties each represent, warrant and undertake to the other that they shall not, directly or indirectly and with the intent to obtain or keep business or to secure some other improper advantage:
- (a)** Pay, offer, give or promise to pay or authorize the payment of, any monies or otherwise convey any other things of value to:
- (i) Any employee of a state or government owned business, school, hospital or other entity;
 - (ii) An officer or employee of any government entity, department or agency;
 - (iii) Any person acting in an official capacity for or on behalf of any government;
 - (iv) A public international organization or any department, agency, or instrumentality thereof;
 - (v) Any political party or official thereof, or any candidate for political office;
 - (vi) Any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of the Parties;
 - (vii) Any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities; or
- (b)** engage in other acts or transactions, in each case if such could be in violation of or inconsistent with the anti-bribery/anti-corruption or anti-money laundering legislation of any government, including the U.S. foreign corrupt practices act, the U.K. anti-terrorism, crime and security act 2001, the money laundering regulation 2007 and the proceeds of crime act 2002 and the applicable country legislation implementing the OECD convention on combating bribery of foreign public officials in international business transactions.
- 16.3** Either Party may terminate the Agreement upon written notice to the other Party at any time, if in its reasonable judgment, supported by credible evidence, the other Party is in breach of any of the above representations, warranties or undertakings in this Clause.

17 Assignment

- 17.1** Neither Party shall assign all or part of its rights and obligations under the Agreement without the prior written consent of the other Party (which shall not be unreasonably withheld or delayed), save that the Client shall be free to assign its rights and obligations under the Agreement to any of its Associated Companies or Affiliates.
- 17.2** Except as expressly agreed in writing by the other Party, the assignor shall nevertheless remain jointly and severally liable with the assignee for the proper performance of all its obligations under the Agreement, including but not limited to all payment obligations.
- 17.3** Any assignment not made in accordance with the terms of this shall be null and void.

18 Miscellaneous

- 18.1** If one or more provisions of these terms and conditions are found to be ineffective or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 18.2** Both parties commitment to ethics is made explicit through a standard of conduct for Ethical Business Conduct. The Company undertakes to comply at all times with “Repsol’s “Ethic and Conduct Conde”. In this regard, the Company undertakes to respect the code and to prevent, mitigate and remedy any violation thereof. The Company will cooperate with the Client to ensure that the business principles contained in Repsol’s “Ethic and Conduct Code”, as may be amended from time to time and as posted on the Repsol website (www.repsol.com), are complied with.
- 18.3** Throughout its diversified activities, the Company applies the highest standards and principles regarding Health & Safety and protection of the environment. These policies apply to services provided by the Company, as well as to its personnel and professional staff performing these services.
- 18.4** No amendment, modification, change or cancellation of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or Party against whom that waiver is sought to be enforced. The failure of either Party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.
- 18.5** If for one reason the Agreement shall be terminated then such termination shall be without prejudice to any rights; obligations or liabilities of either Party which have accrued at the date of termination but have not been performed or discharged, and any parts of the Agreement having any relevance thereto or any bearing thereon shall, notwithstanding the termination of the Agreement for any reason, continue in force and effect.
- 18.6** The headings and captions contained in this Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof if any question of intent should arise.
- 18.7** Nothing in this Agreement shall be deemed to create any right in any creditor or other person or entity not a Party hereto and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Party.

18.8 Each Party hereby represents and warrants to the other Party that it has full power and authority (including, without limitation, all necessary licenses and permits) to enter into this Agreement and legally to perform each and all the services required of it under this Agreement. This representation and warranty is effective as of the date of this Agreement and is a continuing representation and warranty by the parties which shall be effective throughout the term of this Agreement.

19 Governing Law and Jurisdiction

19.1 This Agreement and any dispute or claim (including non-contractual disputes) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Spain to the exclusion of any other law which may be imputed in accordance with choice of law rules applicable in any jurisdiction.

19.2 Each Party irrevocably agrees that the Tribunals of Madrid, Spain, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement between the Parties or its subject matter or formation.

19.3 Each Party to the Agreement warrants that it has entered into the Agreement in its commercial capacity and that it is in this respect subject to civil and commercial law. Each Party hereby irrevocably and unconditionally and to the fullest extent permitted by law waives any rights of sovereign immunity (whether related to service of process, attachment prior to the execution, or attachment in aid of execution) which it may have now or which it may subsequently acquire in respect of its status, position or any of its property and/or assets belonging to it.

20 Notifications

20.1 During the term of the Agreement, each Party will be responsible of notifying all incidents in which Personnel, Environmental, Assets, Reputation or Repsol Trading Management is involved and results in or could result in injuries to people or damages to their health, the environment, the company's assets, image or any combination of the above following the Repsol Trading incident reporting procedure.

21 Agreement

21.1 This Agreement constitutes the entire Agreement and understandings between the Parties with respect to the subject matter thereof and supersedes all other prior and contemporaneous agreements, whether written or oral between the Parties.

PART II. GENERAL GUIDELINES FOR INSPECTION

22 Information, certificates and reports

- 22.1** These guidelines provide minimum requirements for the Independent Inspection Companies when appointed by Repsol Trading to conduct Quantity and Quality Inspection Services. Those requirements not addressed in these guidelines should be carried out in accordance with the latest API/MPMS manual and procedures. The information contained herein comes from different sources including Industry practices and API/MPMS, ASTM Publications. Instructions contained was collected from multiple sources, based on operational experience.
- 22.2** Inspection Companies act as independent contractor when appointed by Repsol Trading and will comply with the requirements of all applicable federal, state and any other local and national laws, terminal facilities requirements among others when performing Quantity and Quality independent inspection services on behalf of Repsol Trading., including but not limited to Occupational Health, Safety and Environmental requirements; Responsibility to train and equip their employees and other exposed concerning health and safety risks and precautions.
- 22.3** Generally, API/ASTM Procedures and Standards are reviewed and revised, reaffirmed or withdrawn. Therefore, it is the responsibility of the Independent Inspection Companies to carry out the services based on the latest versions available unless otherwise expressly indicated by Repsol Trading.
- 22.4** Independent Inspection Companies should be familiar with the content of these guidelines and must sign an acknowledgment and understanding of its content when issued and yearly thereafter. The Independent Inspection Company ("the Inspector") must confirm attendance to the Operator and the Operations Group who has sent the nomination, within the next 24 hours of reception of the nomination, as per Annex D.
- 22.5** Upon reception of the nomination, the Inspector should advise immediately of any discrepancy in quantity and/or quality and/or instructions observed between Repsol instructions, the Counterparty instructions and the Terminal instructions, as well as Vessel instructions during the key meeting.
- 22.6** Certificates and reports to be supplied for loading or discharging:
- Time Log.
 - Certificate of Shore Quantity
 - Certificate of Analysis.
 - Metered Quantity Report.

Meter Prover Record.
 In-line Sampler Performance Report.
 Vessel Ullage/Sounding and Capacity Report.
 OBQ/ROB Report.
 Vessel Experience Factor Report.
 Load Port Inspection Checklist
 Discharge Port Inspection Checklist.
 Slops Record.
 Load-On-Top Monitoring Record.
 Ship's tank history report.
 Vessel Discharge Record.
 Bunker Inspection Record.
 Sample Receipt / Delivered.
 Voyage Analysis Report.
 Letter of Protest (Shore Facility).
 Letter of Protest (Marine Vessel).
 Notice of Apparent Discrepancy.

- 22.7** The Inspector may use other forms and explanations where required to fully document the transfer operation.
- 22.8** In addition to the above, the Inspector must issue a vessel's tank cleanliness certificate or "Letter of Responsibility" signed by the Master or authorized vessel representative as per Annex F.
- 22.9** All certificates and documents shall be issued and sent following the instructions in the nomination, usually:
- 22.9.1** Independent Inspection Company to keep a set of originals in file at Repsol Trading disposal.
 - 22.9.2** Counterparty. One set of originals and a set of copies sent by e-mail.
 - 22.9.3** Master of the vessel: a set of copies.
- 22.10** In case of any requirement not being accomplished or any mishap (including any problem with specifications) that may occur during the loading/discharge operation, the Inspector is required to communicate to Repsol Trading immediately and wait for instructions to overcome the situation. Repsol Trading must receive immediate notification of any abnormal incident, including but not limited to pollution.
- 22.11** The Inspector will send to each party a detailed report of the laboratory testing as soon as they become available by e-mail. The quantity report and time sheet will be sent immediately after completion of the operation. Inspection reports must be received within the

next two (02) working days or earlier, if so requested by Repsol Trading after hoses disconnection by e-mail or as instructed by Repsol Trading.

- 22.12** Q&Q Inspection Reports should come with a very clearly printed name and signature of the inspector(s) and/or chemist(s) performing the service and the supervisors.
- 22.13** Repsol Trading must be informed accordingly on commencement of the loading/discharge operation.
- 22.14** E-mail addresses for Repsol Trading:
crude.trading@repsol.com
hvyprod.trading@repsol.com
bunkerspainspan.trading@repsol.com
distillates.trading@repsol.com
gasoline.trading@repsol.com
naphtha.trading@repsol.com
biofuels.trading@repsol.com
lpg.trading@repsol.com
pchemical.trading@repsol.com
singapore.trading@repsol.com
Crude.hvyprod.houston.trading@repsol.com
Cleanprod.houston.trading@repsol.com
- 22.15** It is the responsibility of the Inspection Company to ensure that sufficient Inspectors are in attendance to avoid unnecessary delays.
- 22.16** Inspector will advise if last three cargoes of the vessel are compatible with the cargo and/or could affect the quality of the product to be loaded and recommend washing procedure if required. Depending on the previous cargo, the Inspector should consider the option to draw and run a first foot sample. Refer to Annex B.
- 22.17** Final quantities and tables used shall be reported as soon as they become available.
- 22.18** Calculation sequences, rounding, and significant digits should meet latest API/MPMS/ASTM standards.
- 22.19** The Inspector should report the quantities at least in the following units:
Gross and Net:
U.S. Barrels @ 60 °F
U.S. Gallons @ 60 °F
Cubic Meters @ 60 °F
Liters @ 60 °F

U.S. Barrels @ 15 °C
 U.S. Gallons @ 15 °C
 Cubic Meters @ 15 °C
 Liters @ 15 °C
 U.S. Barrels @ 20 °C
 U.S. Gallons @ 20 °C
 Cubic Meters @ 20 °C
 Liters @ 20 °C
 Long Tons
 Metric Tons (Air)
 Metric Tons (Vacuum)
 Short Tons
 Pounds
 Kilograms

23 General guidelines

23.1 Quantity determination

- 23.1.1** Before commencement of loading or discharge operations the Inspector, must verify shore line condition according to the latest API MPMS manuals and procedures.
- 23.1.2** The following information should be obtained, recorded, and agreed upon to ensure that procedures to determine the fullness condition is as thorough as possible:
- a) The capacity of all designated pipelines ship and shore.
 - b) The stated condition of the designated pipelines (full, slack, or empty).
 - c) The date and time of last cargo movement through the designated pipeline(s).
 - d) The last (or current) product in the designated pipeline(s).
 - e) The temperature of cargo to be loaded or discharged.
 - f) The sources of all the above information.
- 23.1.3** The Inspector shall advise whether the shore tanks are static or active. If the cargo is loaded from more than one shore tank, the number of tanks and the quantities delivered from each tank shall to be included in the inspection report. When the quantity is to be determined in the shore tanks and they become active during the transfer, the Inspector shall inform all the parties as soon as the tanks become actives with an explanation.
- 23.1.4** Whenever simultaneous deballasting/ballasting is performed during the loading/discharging, the Inspector must request the reason from the vessel's representative and record it in the inspection report.

- 23.1.5** If during the key meeting or any other stage, the quantity/quality agreed to be transferred is different from Repsol's nomination, the inconsistency shall be urgently informed and before the commencement of the transfer, to Repsol Trading by telephone and by writing.
- 23.1.6** If the vessel or the terminal stops before the quantity ordered is achieved, the Inspector must inform Repsol Trading immediately by telephone, note protest and send a copy to each party separately by email. The report must clearly state if the operation was stopped by the terminal or the vessel. Any abnormality, discrepancy or incident must be reported immediately.
- 23.1.7** Should circumstances permit, every effort should be made to resolve a discrepancy before the vessel departs, including but not limited to ship/shore gauging rechecks. Inspector is requested to issue a Letter of Protest or Notice of Apparent Discrepancy addressed to the vessel and/or terminal if the difference between the quantities measured in the shore tanks and the vessel tanks (corrected by a valid VEF or without VEF if not valid) exceed over 0.25 %. A technical report from the Inspector should be sent to Repsol Trading indicating the causes for these inconsistencies.
- 23.1.8 On Board Vessel**
- 23.1.8.1** All measurements and samples activities to be performed on board the vessel must be in accordance with the latest API/MPMS procedures. All gauges shall be witnessed by the Inspector and performed by the vessel's staff and/or by the terminal personnel. Should the vessel electronic devices be used, report the manufacturer, model and calibration date. Water cuts are to be taken and tank reference heights recorded. Temperatures are to be taken on individual tank basis according to the latest API/MPMS procedures. The temperature of a liquid in a storage tank or marine vessel can vary throughout its depth; therefore, when temperature differentials greater than 5°F (3°C) are found, an average temperature shall be obtained. This may be accomplished by taking temperatures at different levels that are equally spaced apart, averaging the readings, rounding off the result to the nearest 1.0°F (0.5 °C).
- 23.1.8.2** Prior to loading, Inspector must ascertain and record the nature of the previous three cargoes on board and satisfy themselves that the tanks, pumps and lines cleaning procedures carried out are suitable for the product(s) to be loaded. Where tanks are not considered suitable, the parties should be notified and loading shall only proceed after receipt of written responsibility for loaded quality from the ship's Master, or some other relevant and responsible party. On completion of discharge the Inspector shall be satisfied that the vessel's tanks and lines are well drained.

- 23.1.8.3 Inspector must report and record the quantity of any free water found in vessel's cargo tanks. When free water and/or traces are detected in the cargo, shore or vessel, Repsol Trading shall be notified and issue la Letter of Protest. All spaces on board the vessel that could contain OBQ/ROB shall be gauged and quantified prior to loading and after discharge as per latest API/MPMS manual and procedures. Gauging OBQ/ROB at several points in a vessel compartment is very useful to establish whether material is or is not evenly distributed across a tank bottom. When multiple gauging points in a compartment are available, manual gauges from each gauge point should be taken and recorded. With high pour cargos, soundings are to be taken throughout the vessel's tank(s) to determine if any ROB lies in a wedge formation. Where ROB is present, gauges must be clearly noted and wedge formula applied where applicable. The nature of the ROB must be noted and inform if the ROB is liquid/non liquid, pumpable/non pumpable.
- 23.1.8.4 Measure and record the quantity of any ballast and slops on board before and after any loading or discharging operations. Undesignated spaces shall be inspected for cargo leakage, i.e. cofferdams, pump room, bilges, forepeak and segregated ballast spaces, double bottoms and duct keels. Sea valves and overboard discharges valves are to be checked in the closed position and seal numbers recorded.
- 23.1.8.5 If the cargo is compatible, a full bunker survey shall be performed on arrival and before departure. Bunker samples must be taken and retained for 90 days.
- 23.1.8.6 Immediately prior to taking cargo measurements, read and record vessel's draft, trim and list. Draft, list and any resulting ullage corrections should be noted on the ullage report. Record ATGs readings (gauges/temp) for reference only.
- 23.1.8.7 When the official figures are calculated based on the vessel figures with loading valid VEF applied, the quantity certificate shall include the ullage report and the loading valid VEF calculation.
- 23.1.9 Terminal**
- 23.1.9.1 All shore tank gauging shall be carried out in full in accordance with latest API/MPMS procedures. Designated shore tanks must be manually gauged. A shore line condition prior to load/discharge has to be ascertained if applicable. A line displacement must be performed; inspection is to ascertain whether a line displacement has been performed. Details of pipelines fullness determination must be recorded in the reports. If line verification cannot be performed, protest has to be noted.

- 23.1.9.2 The condition of floating roofs must be noted and corrections applied where necessary. If floating roofs are not clear at least 6 (six) inches of the critical zone during gauging, then a protest should be issued to the terminal representative.
- 23.1.9.3 In the event that the outturn quantity is based in shore tank measurements, then all shore tanks involved shall be static and shall have a liquid oil surface at the official point of calibration; should shore tanks be active then all parties should be notified immediately and letter of protest issued to the terminal representative. Additionally, all receiving shore tanks shall contain sufficient oil, prior to loading/discharging, to ensure that the floating roof is afloat and clear of the "critical zone" by a minimum of six (06) inches. All designated shore tanks shall be calibrated for critical measurement as set forth by API 2.2 ASTM designation 1220.
- 23.1.9.4 If in line samplers are used, the inside of the container must be checked to ensure cleanliness and a note of the settings must be made.
- 23.1.9.5 All measurements, for both ship and shore tanks, shall conform to latest API/MPMS manuals and procedures, always allowing for local regulations and safety restrictions. Manual measurements, including ullages and /or innages, temperatures, water cuts and reference gauge heights are to be taken and recorded by the Inspector and witnessed by vessel's staff and/or terminal personnel. In the event that the Inspector can only witness manual measurements, then every endeavor should be made to verify the accuracy of the equipment being used. Manual measurements of shore tanks should be undertaken as close as possible, preferably within two hours of commencement of the transfer, and checked just prior to the start of transfer and just after the end of transfer to ensure that the shore tank liquid level has not appreciably changed during the interval between manual gauges and when the shore tank was opened and closed. If automatic gauges are used for custody transfer measurement, ensure that automatic gauges meet latest API/MPMS manuals and procedures for ATGs.

23.1.10 Line displacement

- 23.1.10.1 The Inspector shall witness the performance of the line displacement. The line displacement is to be carried out in accordance with latest API/MPMS manual and procedures.
- 23.1.10.2 In accordance with API/MPMS manual and procedures, the volume tolerance for the line displacement should be determined. Before executing the line displacement method, all authorized parties should

agree on the amount of difference that will be accepted when comparing measurements taken before and after the procedure. This agreement may be in terms of volume rather than level measurement. The calculated tolerance must be informed to Repsol Trading as soon as is known and prior to the loading/discharge.

- 23.1.10.3 In cases when the line is found to be slack, the entire difference between the volume that the shore tank receives and the volume that the vessel delivers shall be adjusted to the final BOL/outturn volume. It is preferable that the shoreline is internally displaced in the Inspector's presence within two hours prior to the commencement of the loading. Should the terminal refuse a line displacement then another suitable line fullness check should be carried out to the satisfaction of the Inspector.

23.1.11 On completion of an operation the Inspector shall

- 23.1.11.1 Compare, reconcile and record all the relevant shore tankage, BOL/Outturn, and ships figures (gross and net), obtained by calculation. If the percentage difference in any reconciliation exceeds 0.25% volume between shore figures and vessel figures adjusted with valid VEF, initiate an investigation, including re gauging where possible, and submit a Letter of Protest addressed to the vessel and terminal. Issue a technical report indicating the origin or causes for these differences and report any situation where the measurements are taken under conditions that are not conducive to accuracy or could not be taken.
- 23.1.11.2 In order to minimize delay to the vessel, complete and present in person to the designated terminal personnel and vessel's Master or Chief Officer all the relevant final (or provisional) figures and calculation of quantity within two hours after hoses have been disconnected. Where agreement is not possible, the Inspector's figures shall be used and the detail an explanation in the final report.
- 23.1.11.3 Quantity certificates must include ship's figures and shore tank ullages before and after the loading/discharge operations. Ship's ullage report to show the remaining on board quantity (R.O.B.) after discharge or the on board quantity (O.B.Q.) prior to loading, and the observed temperature of the product. Also include any Inspector's findings and explanation of anomalies.

23.2 Quantity determination

- 23.2.1** The cargo must comply with the specs and the methods in accordance with Repsol Trading nomination. Where an Inspection Company is appointed to verify and certify the quality of the product.

- 23.2.2** The Inspector shall determine the nature of material in the shorelines up to the vessel's flange. When line contents are questionable or when the possibility of cargo contamination exists, line samples should be tested to verify compatibility with the cargo that will be transferred. Alternatively, shoreline contents may be loaded into one cargo compartment on the vessel to be gauged, sampled, and tested.
- 23.2.3** The Inspector must verify that the line content is compatible with the cargo.
- 23.2.4 Load Operations**
- 23.2.4.1 Contact the relevant refinery personnel in order to confirm the tankage to be tested and make the necessary arrangements for sampling.
- 23.2.4.2 The Inspector will certify that all analyses have been performed according to the correct method and/or procedure and that all laboratory equipment is correctly calibrated.
- 23.2.4.3 Analysis may be carried out in the refinery laboratory and witnessed by the Inspector, or in the inspection company's own laboratory, or in a third party laboratory. Approval from the appointing reference is required before samples are submitted to a third party laboratory for analysis. Where more than one laboratory has been used for testing, the certificate of quality shall clearly show the laboratory where the testing was carried out for each analytical parameter.
- 23.2.4.4 If any tests cannot be performed at the refinery laboratory, Inspectors shall advise when, where and the costs of the analysis (if not included in the agreed fee) at the time of confirmation of our appointment for approval.
- 23.2.4.5 The Inspector will keep Repsol Trading informed about the following points:
- 23.2.4.5.1 If the Inspector has been allowed or not to witness all the analyses or some of them..
- 23.2.4.5.2 Laboratory where the analyses were performed.
- 23.2.4.5.3 When the analyses were performed.
- 23.2.4.5.4 If the Inspector was allowed to witness the shore line displacement.
- 23.2.4.5.5 Any other findings that could be of detriment to the quality of the product.
- 23.2.4.6 Unless agreed to the contrary, when the official quality is based on ship tanks, under no circumstances shall a vessel be allowed to load or to sail without product quality being verified as meeting the required specification.
- 23.2.4.7 Any further analysis requested by any other party related to shore/sphere's samples (when binding quality is shore spheres) or ship

tanks samples (when binding quality is ship tanks) to be performed at the refinery's laboratory or at any other laboratory, has to be communicated by the Inspector to Repsol Trading operations department for approval.

23.2.4.8 Provide Repsol Trading with any quality test performed on shore tanks before loading, even if the binding quality is to be determined on ship tanks.

23.2.4.9 When binding quality is based on shore tanks, loading will only commence if the quality of the product complies with Repsol Trading specifications shown on their nomination, unless otherwise instructed in writing. It is the Inspector's responsibility to make sure that this requirement is accomplished and alert if it is not before loading commences.

23.2.5 Discharge operations

23.2.5.1 Upon vessel arrival, the Inspector must collect the necessary samples to verify that the quality of the product complies with the specifications established in the nomination.

23.2.5.2 The Inspector shall supply the quality results of the product from ship's tanks sampling to the operational contact as soon as they become available, and always prior to the commencement of discharge.

23.2.5.3 The Inspector must verify that the quality of the product complies with the specification advised before discharging. Whenever Repsol is the Receiver and the binding quality is determined at ship's tanks before discharging, discharge will only commence if the quality meets each specification. Shore tanks and lines cleanliness must be approved prior to discharge. It is the Inspector's responsibility to make sure that this requirement is accomplished and alert Repsol Trading operations department if it is not.

23.2.5.4 Sampling for both ship and shore tanks, shall ensure representativeness of the lot being sampled and conform to API/MPMS/ASTM manuals and procedures, always allowing for local regulations and safety restrictions. Samples should be representative of the total material.

23.3 Samples

23.3.1 23.3.1 The Inspector is responsible for ensuring that representative samples are drawn at all appropriate stages, placed on board at the loading port and collected and delivered to terminal/receiver against receipt. New, clean containers of unquestionable integrity must be used following latest API/MPMS/ASTM manuals and procedures. Avoid pouring samples from one container to another.

er, where possible. For RVP testing requirements ensure to follow latest API/MPMS/ASTM requirements related to sampling, handling, testing and retention.

- 23.3.2** If samples placed on board at loading port are not available for collection at the discharge port, a protest in writing shall be issued to the Master who shall be invited to confirm in writing if no samples were placed on board at the loading port.
- 23.3.3** The Inspector must draw additional samples or proceed to additional analysis whenever he thinks it is necessary and when it may prevent quality problems in the product; in the same way, he must take the necessary operational actions in order to prevent delays and advise Repsol Trading in advance.
- 23.3.4** Samples shall be kept labelled, sealed and signed by all the parties involved in the operation. Samples must be retained for 90 days in the appropriate conditions, except for LPG and petrochemical samples, which must be retained at least for enough time to discharge the cargo at receiver's installation and analyze the product after discharge. This applies for official samples and, if so requested, for any extra sampling on behalf of Repsol Trading.
- 23.3.5** A sample report must be issued, clearly stating the samples taken (shore, line & ship's samples/manifold, first foot, etc) and the seal & label numbers of each sample. The samples must be sealed and delivered to the attention of:
- 23.3.5.1 The Vessel Master
 - 23.3.5.2 The Shipper
 - 23.3.5.3 The Vessel or Receivers
- 23.3.6** Inspector must retain sufficient sealed shore tanks samples, individual ship tanks samples and composite samples after loading as per Annex A SAMPLES and inform immediately Repsol Trading if sampling procedure cannot be strictly followed for any reason and issue a letter of protest to the party failing to comply with the recommended procedures.
- 23.3.7 Samples to be retained by Inspector**
- 23.3.7.1 The Inspector is responsible to retain designated samples in their own installations and under their responsibility. Each sample container must have a label attached to it with the following information needed to properly identify the sample.
 - 23.3.7.2 Sample Identification No. Product Name/Grade. Terminal, Station or Lease. Tank No. Sampling Date and Time. Gauger. Type of Sample (All-level, Bottom, Clearance, Composite, Line, Outlet, Running, RVP, Top, UML, 1-Foot, Other), before, during or after transfer. Source of Sample (Barge name, Pipeline Batch No., Railcar No. Ship name, Tank No., Truck No, Other). Lab / Job Reference. Date & Time in Lab. Technician. Names should be very clearly printed.

- 23.3.7.3 Inspection Companies are responsible for any additional labeling requirements from any governmental agencies and/or Occupational Safety and Health Administration (OSHA).
- 23.3.7.4 All samples shall be retained at least for 90 days, except for LPG and Petrochemical, as it is specified below in their appropriate sections. Samples should be maintained in an appropriate closed container to prevent loss of light components. Samples should be protected during storage to prevent weathering or degradation from light, heat, or other potential detrimental conditions. Inspection companies are responsible to comply with any governmental agencies and jurisdictions that have regulations governing the storage and disposal of petroleum samples and containers that can be classified as hazardous materials or hazardous wastes.
- 23.3.7.5 It may be possible to add for a particular sample(s) an additional retention period. If needed, Repsol Trading will inform accordingly. However, if additional testing on retained samples is requested by the Parties involved, these samples should be retained indefinitely or until ALL Parties involved agree to dispose the samples even if any of the Parties do not request additional retention.
- 23.3.7.6 Without exception in no case official retained samples should be analyzed unless agree by all Parties involved.

23.3.8 Sample container type

- 23.3.8.1 The single container type will meet requirements of all petroleum sampling operations. The Inspection Company is responsible for providing the necessary and suitable sample containers for testing and retention. Sample containers should be according with latest Industry ASTM/API/MPMS standards for each product. Also the container should guarantee that samples cannot be modified or altered.
- 23.3.8.2 Some general recommendations regarding containers are:
 - 23.3.8.2.1 A general rule is that both primary and intermediate containers should be large enough to hold the required sample size within 80 percent of the total capacity to facilitate mixing and to provide for thermal expansion.
 - 23.3.8.2.2 It is important to emphasize that containers acceptable for samples to be tested immediately may not be acceptable for storage of samples.
 - 23.3.8.2.3 Plastic bottles should not be used for storage of gasoline or gasoline component samples.
 - 23.3.8.2.4 Re-used containers are permitted only if accepted by API/MPMS/ASTM guidelines.
 - 23.3.8.2.5 Re-used containers are not permitted for Custody Transfer.

- 23.3.8.2.6 Steel cans (tin plate) are not recommended for long-term storage due to concerns regarding corrosion.
- 23.3.8.2.7 Cork closures are not recommended.
- 23.3.8.2.8 Closures should be airtight (polycarbonate or screw cap with inert insert - PTFE is preferred).
- 23.3.8.2.9 Synthetic rubber seals are not recommended for samples used for sulfur testing.
- 23.3.8.2.10 Containers, stoppers or screw caps must be made of materials that will not deteriorate or contaminate the sample.
- 23.3.8.2.11 Cork stoppers should not be used with liquids when loss of light ends may affect test results and when liquids are hygroscopic or have a low water content specification. Rubber stoppers should never be used.
- 23.3.8.2.12 Cans and plastic bottles should be closed with screw caps made of the same material as the container. Caps should provide a vapor-tight seal.
- 23.3.8.2.13 Screw caps for cans used to store or transport samples must be protected by a disc faced with a material that will not deteriorate or contaminate the sample. Consideration of closure type is important for samples where vapor loss will affect the test results.
- 23.3.8.2.14 When sampling aviation fuel, ASTM D4306 should be consulted for recommended cleaning procedures for containers that are to be used in tests for determination of water separation, copper corrosion, electrical conductivity, thermal stability, lubricity, and trace metal content.

23.4 Time log report

- 23.4.1 The Inspector is required to ensure that the time log clearly reports time and date of completion of the vessel's operations, including, but not limited to EO-SP, NORT, All Fast, Shore or Ship Gangway down, disconnection of hoses, any causes of delay (berth occupancy, bad weather conditions, changes in line-up for berthing, bunkering, Vessel and/or Shore failure/breakdown) such time log report shall be duly signed by attending parties, and should be consistent with time log reports issued by all attending parties.

23.5 Letters of protest (LOP), notice of apparent discrepancies (NAD)

- 23.5.1 Letters of Protest (LOP) and/or Notice of Apparent Discrepancies (NAD) must be as simple as possible, but must state clearly any quantity/quality/timing/

issue, discrepancies, controversy. All LOP and/or NAD must be correctly addressed to any party failing to comply with recommended procedures, when Q&Q discrepancies occur, delays, etc. and should be duly signed by the receiving party. Should the receiving party refuses to sign this letter, then the inspection company shall state this fact in writing.

23.5.2 Every effort must be made to solve discrepancies before the vessel departs.

24 Crude oil loading

24.1 Quantity

- 24.1.1** Quantity must be based on shore tank measurements taken immediately before and after vessel loading transfer. In case of terminal standard being different from API/MPMS manual and procedures, the Inspector must advise REPSOL about the terminal standard procedure for quantity measurements. If official figures are based in meters or vessel figures corrected by a valid VEF, shore gauges should be taken when possible and should be recorded for reference/backup purpose. ATGs readings and vessel automatic readings for gauges and temperature should be read and recorded.
- 24.1.2** If ATGs are used for Custody Transfer purpose, ensure compliance with latest API/MPMS manual and procedures.
- 24.1.3** Record and explain reasons for deviations out of the tolerances at least – but not limited to – the following ship/shore parameters: Reference gauge height and observed gauge height; tank calibration or verification dates.
- 24.1.4** For shore tanks in custody transfer service, verification timing of the bottom course diameter, bottom course plate thickness, and tank tilt should be well documented and available to the Inspectors and any findings should be recorded in the full inspection report.
- 24.1.5** Inspector should verify shore tank density of design and current density of the product stored and quantities adjusted accordingly.
- 24.1.6** Roof weight, liquid temperature, and observed density have to be considered when calculating the roof displacement.
- 24.1.7** Quantities are to be expressed according to the “Gross” and the “Net” quantities as indicated as follows:
- U.S. Barrels @ 60°F
 - U.S. Gallons @ 60°F
 - Cubic Meters @ 60°F
 - Liters @ 60°F
 - Imperial Gallons @ 60°F
 - U.S. Barrels @ 15°C
 - U.S. Gallons @ 15°C
 - Cubic Meters @ 15°C

Liters @ 15 °C
 U.S. Barrels @ 20°C
 U.S. Gallons @ 20°C
 Cubic Meters @ 20°C
 Liters at 20 °C Kilos
 Long Tons
 Metric Tons (Air)
 Metric Tons (Vac)
 Short Tons
 Pounds
 Kilograms

- 24.1.8** The Inspector shall inform of ship's figures in the ullage report, and state if a valid load VEF has been used for calculating ships loaded figures.
- 24.1.9** Should there be free water measured upon completion of loading or before discharge, at least the following samples must be drawn so as to determine the water source as per latest API/MPMS manual and procedures:
- 24.1.9.1 Tanks bottom for free water.
 - 24.1.9.2 Vessel's ballast samples.
 - 24.1.9.3 Sea water alongside.

24.2 Quality

- 24.4.1** Quality shall be determined in the shore tanks as per our auto sampler, as instructed in the nomination. In case of terminal standard being different, the Inspector must advise REPSOL about the terminal standard procedure for quality measurements.
- 24.4.2** Sampling should be carried out complying with the latest API/MPMS/ASTM standards.
- 24.4.3** Quality shall be based in a volumetric composite representative sample or as instructed by Repsol.
- 24.4.4** The properties to be included in the quality certificate for Crude Oil shipments are: Density at 15°C, API Gravity at 60 °F, Salt content, Water content, Sediment content and any other typical analysis as instructed by Repsol, i.e. Total Acid Number, Sulphur content, etc. If the Sulphur content is not provided by Seller/Shipper, then it should be run in an external independent laboratory and any additional cost should be informed to Repsol in advance to get approval. The Inspector is required to inform about the results of the testing as soon as it becomes available, and always before commencement of loading unless otherwise instructed in writing.

24.3 Samples

- 24.3.1** On completion of loading the Inspector shall:
- 24.3.1.1 Ensure that Representative samples are taken from each vessel cargo compartment.
 - 24.3.1.2 Obtain from vessel's Master or authorized vessel representative a signed receipt for retention/delivery of samples placed on board from vessel's Master.
 - 24.3.1.3 Immediately after completion of loading the Inspector must send a full inspection report including the following information:
 - 24.3.1.3.1 Bill of Lading Date.
 - 24.3.1.3.2 Bill of Lading Figures, gross and net.
 - 24.3.1.3.3 Certificate of Quality within two hours of the completion of the loading operation indicating that the analysis was witnessed and method used.
 - 24.3.1.3.4 Time Sheet with all relevant information.
 - 24.3.1.3.5 Causes of any delays.
 - 24.3.1.3.6 Vessel tank cleanliness certificate or "Letter of Responsibility" signed by the vessel's Master as per Annex F.
 - 24.3.1.3.7 Inspector's findings and explanation of anomalies.
 - 24.3.1.3.8 Communicate the cargo qualities to all parties involved.
- 24.3.2** Necessary samples should be taken and retain according to Annex A SAMPLES.

24.4 Additional information

- 24.4.1** When official figures are based on vessel figures corrected by a valid VEF, the quantity certificate shall include the ullage report and the vessel VEF calculation. These reports shall be approved and accepted by all parties involved.
- 24.4.2** The Vessel Experience Factor shall be calculated as per the latest API/MPMS manual and procedures. The data provided by the vessel staff should be verifiable and the Inspector should validate same. If data is not verifiable, a LOP must be submitted to the vessel' Master. It is important that the Inspector submit the LOP if date is not available during the initial inspection before load operation. When VEFs are used for purposes of determining custody transfer quantities it should be used only when agreed by all parties involved and submit the calculation method and the source of the data used. Vessel staff should have data for load and discharge segregated. If not, a LOP should be submitted to the vessel' Master.

24.5 R.E.B.C.O.

24.5.1 When loading Russian export blend crude oil, the following to apply:

- 24.5.1.1 Gross Bills of Lading Metric Tons shall be converted into gross U.S. barrels basis reference density at 20 degrees C, as per loading port terminal certificate of quality, and basis the standard Russian conversion tables which provide corresponding density at 15 degrees C API, barrels per metric ton factor according to density at 20 degrees C.
- 24.5.1.2 Gross Bill of lading metric tons minus water and sediments as per loading port terminal certificate shall be net metric tons.
- 24.5.1.3 Net metric tons shall be converted into net US barrels' basis reference density at 20 degrees C as per loading port terminal certificate of Quality, and basis the standard Russian conversion tables which provide corresponding density at 15 degrees C, API, Barrels per Metric Ton factor according to density at 20 degrees.

25 Crude oil discharging**25.1 Quantity**

- 25.1.1 Quantity shall be determined using meters or shore tanks down gauges into which delivery is made. Vessel compartments shall be measured. Discharge VEF shall be calculated and vessel figures adjusted accordingly.
- 25.1.2 The values are to be expressed according to the "Gross" and the "Net" figures.
- 25.1.3 If shore tanks are floating roof tanks, it is important to verify that the roofs are not operating within six (06) inches free of critical zone levels when opening/closing down gauges. All receiving shore tanks shall contain sufficient oil, prior to discharging, to ensure that the floating roof is afloat and clear of the "critical zone" by a minimum of six (06) inches. The Inspector is asked to submit a LOP if not the case.
- 25.1.4 Tank capacity tables should show the levels at which the roof is fully grounded or floating. Verify that any changes in these levels have been recorded. Verify that correct strapping tables were used to obtain volumes.

25.2 Quality

- 25.2.1 Quality shall be determined according to the typical characteristics of the inspected crude oil grade measured at shore tanks.

25.3 Samples

- 25.3.1 After discharge
 - 25.3.1.1 The Inspector shall send immediately after completion of the discharge a full report including the following details:
 - 25.3.1.1.1 Ship's figures, gross and net.

- 25.3.1.1.2 Quality report evidencing methods used.
- 25.3.1.1.3 Time sheet evidencing the date of completion of vessel discharge and the causes of any delay.
- 25.3.1.1.4 Outturn quantity.
- 25.3.1.1.5 Comparison between quantities as per BL's, vessel's figures, discharge port shore tank quantities and in transit variation.
- 25.3.1.1.6 Inspector's findings and explanation of anomalies.
- 25.3.1.2 The Inspector will ask the Master, on behalf of Repsol Trading, for the samples placed on board at the port of origin, and deliver them to the refinery against refinery representatives' receipt for being retained there. In case of no samples being delivered by the Master, the Inspector must state this fact on the report and issue a letter of protest to the Master.
- 25.3.1.3 Necessary samples should be taken and retained according to Annex A SAMPLES.

26 Light, biofuels and heavy products loading

- 26.1** C7, Pyrolysis Gasoline, Styrene, Polyols, Benzene and Benzene Concentrate are products included in this section.
- 26.2 Quantity**
 - 26.2.1** The loaded cargo quantity (B/L) shall be determined according to the latest API/MPMS manual and procedures.
 - 26.2.2** All measurements, for both ship and shore, shall conform to API manuals, always allowing for local regulations and safety restrictions.
 - 26.2.3** Manual measurements including ullages and/or innages, temperatures, water cuts and reference gauge heights are to be taken and recorded by the Inspector with his own equipment and witnessed by vessel's staff and/or terminal personnel. In the event that the Inspector can only witness manual measurements then every endeavor should be made to verify the accuracy of the equipment being used.
 - 26.2.4** Manual measurements of shore tanks should be undertaken as close as possible, preferably within two hours, to the start of the transfer. In any event the shore tank automatic gauges are to be noted at the time of manual measurements and checked just prior to the start of transfer to verify that the shore tank liquid level has not changed during the interval from taking manual gauges to the start of the transfer. If automatic gauges are used for custody transfer measurement they shall conform with latest API/MPMS.

26.3 Quality

- 26.3.1** The binding quality will be stated in the Inspector's nomination sent by Repsol Trading. When binding quality is to be determined in the shore tanks, then cargo quality will be established by analysis in the refinery laboratory on a fully representative sample taken from individual shore tanks. Such sample will be the only official sample for contractual analytical results.
- 26.3.2** When binding quality is to be determined in the ship tanks, cargo quality will be established by analysis in the refinery laboratory on a fully representative ship's tanks composite sample taken after loading is completed. Such sample will be the only official sample for contractual analytical results.
- 26.3.3** Very important: The Inspector must verify that the quality of the product complies with the specifications stated in the nomination before loading. If this information is not available, the Inspector must request it to Repsol as soon as the nomination is received.
- 26.3.4** When Repsol is the Receiver and the binding quality is determined on shore tanks at load port, then loading will only commence if the quality of the product conforms with all the specifications and methods agreed between the parties, and only if the shore, ship tanks and lines cleanliness are approved. It is the Inspector's responsibility to make sure that this requirement is accomplished and alert if it is not so.
- 26.3.5** Any further analysis requested by any other party from shore tank's samples (when binding quality is shore tanks) or ship tanks samples (when binding quality is ship tanks) performed at the refinery's laboratory or at any other laboratory, has to be communicated by the Inspector to Repsol Trading Operations Department for clearance/approval.
- 26.3.6** Before loading commences, all vessel's tanks, lines and pumps must be clean and well drained, and any residues/slop on board segregated from the new cargo to the Inspector's entire satisfaction, so that the vessel is in all respects suitable to load the cargo. Whenever it is possible, this inspection should be performed visually when the tanks are in gas free condition, especially for Jet and diesel cargos. The quality results of the shore tanks analysis shall be sent to the operational contact by email as soon as they become available, and always prior to the commencement of the loading.
- 26.3.7** Inspector must check the pertaining certificate of analysis and collect a first foot sample if possible at the beginning of loading operation. Analysis to be run on the first foot sample shall be instructed by the operations contact at Repsol. If not, perform visual/test inspection at key points as per industry standards or API/MPMS/ASTM standards. When possible, take samples from the furthest tank to the vessel manifold. The Inspector will check the position of valves and vessel trim. Inspector shall present a letter of responsibility to be signed by the master as per Annex F.

- 26.3.8** For kerosene and gasoil cargoes, the Inspector shall take a first foot sample from each individual vessel tank reporting any presence of water. On naphtha cargoes, the Inspector's loading report must also show the density at ambient temperature. Should the shore line not be dedicated to only one product, shore line samples shall be taken and analyzed.
- 26.3.9** The Inspector must verify that the quality of the product conforms with the specifications of the nomination before loading. The Inspector shall verify that shore lines and the vessel are in suitable condition load/discharge the designated cargo.
- 26.3.10** The vessel is not allowed to load until the Inspector is totally satisfied that it is fitted to carry the designated cargo and the appropriate certificate issued accordingly.
- 26.3.11** When binding quality is to be determined in the ship tanks, then cargo quality will be established by analysis in the refinery laboratory on a volumetric/weighted composite sample based on individual vessel tank samples. Such sample will be the only official sample for contractual analytical results. Where possible the vessel is to be gauged by the Inspector using his own equipment. If the vessel's equipment is to be used, then every effort should be made to check the equipment for accuracy of ullage and temperature against the Inspector's own calibrated equipment. The use of the ship's equipment, serial numbers and the associated verifications should be noted in the inspection report.
- 26.3.12** When binding quality is to be determined in the shore tanks, then cargo quality will be established by analysis in the refinery laboratory on a composite sample of the delivering shore tank(s) produced of equal parts of the level samples or a volumetric/weighted composite sample produced from samples of multiple shore tanks to be used for the loading. Such sample shall be the only official sample for contractual analytical results. When Repsol is the Receiver and the binding quality is determined in shore tanks at the loading port, the loading will only commence if the quality of the product conforms with all the specifications and methods agreed between the parties, and only if the shore, ship tanks and lines cleanliness are approved. It is the Inspector's responsibility to make sure that this requirement is accomplished, or alert if it is not so.
- 26.3.13** The material in the line shall conform to the product quality specification. This may be achieved by verifying shore records and by spot testing of line samples.
- 26.3.14** It is preferable that the shoreline is internally displaced in the Inspector's presence within two hours of the commencement of loading. Should the terminal refuse a line displacement then another suitable line fullness check should be carried out to the satisfaction of the Inspector.
- 26.3.15** It is important that the shore line system used for the loading is fully compatible with the cargo to be loaded.

26.4 Samples

- 26.4.1** On completion of the loading the Inspector shall:
- 26.4.1.1 Take representative samples from each individual vessel cargo tank compartments.
 - 26.4.1.2 Obtain Master's receipt signature of samples placed on board.
 - 26.4.1.3 Send immediately after completion of loading a sailing report including the following information:
 - 26.4.1.3.1 BL date, BL Figures, gross and net.
 - 26.4.1.3.2 Issue a Certificate of Quality for the refinery within two hours of the loading operation, or sign the refinery's Certificate of Quality showing that the analysis was witnessed and methods used.
 - 26.4.1.3.3 Time sheet evidencing the date of completion of the vessel loading and causes of any delay.
 - 26.4.1.3.4 Vessel's tank cleanliness certificate.
 - 26.4.1.3.5 Inspector's findings and explanation of anomalies.
 - 26.4.1.3.6 Communicate the cargo quality to the parties involved.
 - 26.4.1.3.7 Necessary samples should be taken and retained according to Annex A SAMPLES.

26.5 Additional information

- 26.5.1** In addition to the above the Inspector must issue a vessel's tank cleanliness certificate or "Letter of Responsibility" signed by the Master, refer to Annex F, in the event that the Inspector has not had access to the vessel's tanks.

27 Light, biofuels and heavy products discharge**27.1 Quantity**

- 27.1.1** As soon as the nomination is received, the Inspector must inform the terminal standard procedure for quantity measurements. Quantity determination shall be made using meters or by measuring the shore tanks to which delivery is made. Measure the ship's cargo tanks and indicate if valid loading VEF has been applied. The figures are to be expressed according to the "Gross" and the "Net" figures.
- 27.1.2** The Inspector must request the terminal to keep receiving tanks statics during the transfer; if it is not possible, it must be informed to Repsol immediately and stated in the report and a letter of protest issued to the terminal. If the difference between the bill of lading quantity and the outturn quantity exceeds 0.20 %, the Inspector must inform Repsol immediately verbally and in writing. The Inspector shall monitor the performance of the line displacement. The line displacement, if to be carried out, in accordance with the latest API/MPMS manual and proce-

dures and the calculated/accepted tolerance must be informed to Repsol as soon as is known and in advance prior to the discharge.

- 27.1.3** If during such line displacement the difference between the volume that the shore tank receives and the volume that the vessel delivers is within the accepted tolerance, then the shore line is to be considered full. If, during such line displacement, the volume the shore tank receives is less than the volume the vessel delivers by an amount greater than the accepted tolerance, then the line shall be considered slack. In cases when the line is found to be slack, the entire difference between the volume that the shore tank receives and the volume that the vessel delivers shall be credited to the final outturn volume. Should the terminal refuse to perform a line displacement then another suitable line fullness check should be carried out to the satisfaction of the Inspector, otherwise a letter of protest must be issued to the terminal.
- 27.1.4** All measurements, for both ship and shore, shall conform to the latest API/MPMS manuals and procedures, always allowing for local regulations and safety restrictions.
- 27.1.5** Manual measurements including ullages and/or innages, temperatures, water cuts and reference gauge heights are to be taken and recorded by the Inspector and witnessed by vessel's staff and/or terminal personnel. In the event that the Inspector can only witness manual measurements then every endeavor should be made to verify the accuracy of the equipment being used.
- 27.1.6** Manual measurements of shore tanks should be undertaken as close as possible, preferably within two hours, of the commencement of discharge and checked for reference just prior to the start of transfer and as soon as the discharge is finished in order to ensure that the shore tank liquid level has not appreciably changed during the interval between manual gauges and when the shore tank was opened and closed. If automatic gauges are used for custody transfer measurement, ensure that automatic gauges meet latest API/MPMS manuals and procedures.
- 27.1.7** It is preferable that the shoreline is internally displaced in the Inspector's presence within two hours prior to the commencement of discharge. Should the terminal refuse a line displacement then another suitable line fullness check should be carried out to the satisfaction of the Inspector otherwise a letter of protest must be issued to the terminal.
- 27.2 Quality**
- 27.2.1** Upon the vessel arrival the Inspector must collect the necessary samples to verify that the quality of the product complies with the nominated specifications.
- 27.2.2** The Inspector shall supply the quality results for the product from ship's tanks to the Repsol operational contact as soon as they become available, and always prior to the commencement of the discharge.

- 27.2.3** The Inspector shall perform a visual inspection of the samples taken from each ship's tank before discharging in order to determine if the product complies with the visual parameters.
- 27.2.4** Very important: The Inspector must verify that the quality of the product complies with the nominated specifications before discharging, whenever Repsol is the Receiver and binding quality is to be determined on ship's tanks quality. Shore tanks and lines cleanliness must be approved prior to discharge. It is the Inspector's responsibility to make sure that this requirement is accomplished and alert the parties if it is not. When Repsol is the receiver, and in the event that the product shows any off-specification parameter observed at the mother vessel compartments, manifold or lightering vessel tanks, manifold, the Inspector must not allow the discharge to continue and shall contact Repsol immediately.
- 27.2.5** The Inspector shall inform the quality results of the product from the ship's tanks to the Repsol operational contact as soon as they became available, and always prior to the commencement of discharge. If the quality is to be determined at discharge port, then the quality is to be always determined on each individual ship tank prior to the discharge and if requested from the vessel composite sample, the inspector must ensure the composite sample is produced at the laboratory from each individual vessel tank. When the binding quality is to be determined from ship tanks, then cargo quality will be established by analysis in the refinery laboratory on a volumetric/weighed composite sample based on individual vessel tanks samples. Such sample will be the only official sample for contractual analytical results. When the binding quality is to be determined from shore tanks, then the cargo quality will be established by analysis in the refinery laboratory on a fully representative composite sample from individual and averaged shore tanks. Such sample will be the only official sample for contractual analytical results.
- 27.2.6** Where possible the vessel is to be sampled, by the Inspector using his own equipment. If a vessel's equipment is used, then every attempt should be made to check the equipment is clean and suitable to sample the product. This condition should be verified on an individual sampling basis. The use of ship's equipment, serial numbers and associated checks should be noted in the inspection report.
- 27.2.7** When binding quality is to be determined in the shore tanks, then the cargo quality shall be established by analysis in the refinery laboratory on a volumetric/weighed composite sample from the delivery shore tank produced at the laboratory. Such sample shall be the only official sample for contractual analytical results. When Repsol is the receiver and the binding quality is determined on shore tanks at load port, then the loading will only commence if the quality of the product complies with all the specifications and methods agreed between

the parties, and only if the shore, ship tanks and lines cleanliness are approved. It is the Inspector's responsibility to make sure that this requirement is accomplished or alert if it is not.

- 27.2.8** Upon the vessel's arrival the Inspector must collect the necessary samples to verify that the quality of the product complies with the quality loaded/ nominated.
- 27.2.9** The Inspector shall supply the quality results for the product on ship's tanks to the Repsol operational contact as soon as they become available, and always prior to the commencement of discharge.
- 27.2.10** The Inspector must verify that the quality of the product complies with the nominated specs. before discharging, whenever Repsol is the Receiver and binding quality is to be determined on ship's tanks quality. Shore tanks and lines cleanliness must be approved prior to discharge. It is the Inspector's responsibility to make sure that this requirement is accomplished and alert the parties if it is not..

27.3 Report

27.3.1 After discharging

- 27.3.1.1** The Inspector shall send immediately a full report including the following detail:
 - 27.3.1.1.1** Ship's figures, gross and net.
 - 27.3.1.1.2** Quality report evidencing methods used.
 - 27.3.1.1.3** Time sheet evidencing the date of completion of vessel discharge and the causes of any delay.
 - 27.3.1.1.4** Outturn quantity as soon as available.
 - 27.3.1.1.5** Comparison between quantities as per B/Ls, vessel's figures, discharge port shore tank quantities and in transit variation.
 - 27.3.1.1.6** Inspector's findings and explanation of anomalies.
- 27.3.1.2** The Inspector will ask the Master, on behalf of Repsol, for the samples placed on board at the port of origin, and deliver them to the refinery against refinery representatives' receipt for being retained there. In case of no samples being delivered by the Master, the Inspector must state this fact on the report and issue a letter of protest to the Master.
- 27.3.1.3** Necessary samples should be taken and retained according to Annex A SAMPLES.

28 Loading of LPG, propylene, ethylene, CC4 and other Gases

28.1 Quantity

- 28.1.1** Bill of lading quantity shall be determined according to the standard procedure at the loading port as per latest API/MPMS manual and procedures.

- 28.1.2 All measurements, for both ship and shore, shall conform to latest API/MPMS manuals and procedures, always allowing for local regulations and safety restrictions.
- 28.1.3 Manual measurements are to be taken and recorded by the Inspector and witnessed by the vessel's representatives and/or terminal personnel. In the event that the Inspector can only witness manual measurements then every endeavor should be made to verify the accuracy of the equipment being used.
- 28.1.4 Manual measurements of shore tanks should be undertaken as close as possible, preferably within two hours, to the start of the transfer.
- 28.1.5 In any event, the shore tank automatic gauges are to be recorded at the time of manual measurements and checked just prior to the start of transfer to verify that the shore tank liquid level has not changed significantly during the interval from taking manual gauges to the start of the transfer. If automatic gauges are used for custody transfer measurement, ensure that automatic gauges meet latest API/MPMS manuals and procedures for ATGs.

28.2 Quality

- 28.2.1 In any event, the shore tank automatic gauges are to be recorded at the time of manual measurements and checked just prior to the start of transfer to verify that the shore tank liquid level has not changed significantly during the interval from taking manual gauges to the start of the transfer. If automatic gauges are used for custody transfer measurement, ensure that automatic gauges meet latest API/MPMS manuals and procedures for ATGs. The binding quality will be stated in Repsol nomination. When binding quality is to be determined in the shore spheres, then cargo quality will be established by analysis in the refinery's laboratory on a fully representative averaged sample from individual tanks taken from shore spheres. Such sample shall be the only official sample for contractual analytical results.
- 28.2.2 When binding quality is to be determined in the ship tanks, then cargo quality will be established by analysis in the refinery laboratory on a ship's tanks averaged sample taken after loading is completed. Such sample will be the only official sample for contractual analytical results.
- 28.2.3 Very important: The Inspector must verify that the quality of the product complies with the nominated specifications before loading. Whenever Repsol is the Receiver and binding quality is to be determine at shore spheres, loading will only commence if the shore sphere quality meets quality specifications, and lines and all vessel's tanks are suitable to receive the cargo. It is the Inspector's responsibility to make sure that this requirement is accomplished and alert all parties if it is not so. Any further analysis requested by any other party from shore sphere samples (when binding quality is shore spheres) or ship tanks samples (when binding quality is ship tanks) performed at the refinery's laboratory or at any other lab-

oratory, has to be communicated by the Inspector to Repsol operations department for clearance.

- 28.2.4** Before commencement of loading, all vessel's tanks, lines and pumps must be clean and to the Inspector's entire satisfaction so that the vessel is in all respects suitable to load the cargo. The Inspector must supply the quality results for the product on shore spheres to the operational contact as soon as they became available, and always prior to the commencement of loading. The Inspector shall pay special attention to the vessel tanks' atmosphere on arrival, in order to prevent product contamination, and make an atmosphere analysis if necessary. If atmosphere is not suitable to load the cargo, the Inspector shall inform Repsol and further actions are informed as well, i.e. nitrogenize.
- 28.2.5** The Inspector shall verify the cleanliness and purging of the shore collector/manifold. In case of presence of incompatible products, the Inspector will ask to drain and purge with nitrogen. The Inspector will take a sample and analyze if deemed necessary.
- 28.2.6** The Inspector must verify that the quality of the product complies with the specifications before loading.
- 28.2.7** The Inspector shall verify that the shore lines and the vessel are in suitable conditions to transfer and receive the designated cargo.
- 28.2.8** The vessel is not allowed to load until the Inspector is totally satisfied that it is fit to carry the designated cargo and the appropriate certificate issued accordingly.
- 28.2.9** When binding quality is to be determined in the ship tanks, the cargo quality will be established by analysis in the refinery's laboratory on a fully representative ship's tanks composite sample taken after loading. Such sample shall be the only official sample for contractual analytical results. Where possible the vessel is to be gauged by the Inspector using his own equipment. If a vessel's equipment has to be used, then every attempt should be made to check the equipment for accuracy of ullage and temperature against the Inspector's own calibrated equipment. The use of ship's equipment, serial numbers and the associated checks should be noted in the inspection report.
- 28.2.10** When Repsol is the Receiver and the binding quality is determined on shore tanks at load port, the loading will only commence if the quality of the product complies with all the specifications and methods agreed between the parties, and only if the shore, ship tanks and lines cleanliness are approved. It is the Inspector's responsibility to make sure that this requirement is accomplished, and alert if it is not so.
- 28.2.11** The material in line shall conform to the product quality specification. This may be achieved by verifying shore records or by spot testing line samples.
- 28.2.12** It is preferable that the shoreline is internally displaced in the Inspector's presence within two hours of the commencement of loading. Should the terminal refuse a line displacement then another suitable line fullness check should be carried out to the satisfaction of the Inspector.

28.2.13 It is important that the shore line system used for loading is fully compatible with the cargo to be loaded.

28.3 Samples

28.3.1 The Inspector shall supervise the sampling of the spheres.

28.3.2 On completion of loading the inspector shall:

28.3.2.1 Take representative samples from each of the vessel's cargo compartments.

28.3.2.2 Obtain signed receipt for retention of samples placed on board from vessel's Master.

28.3.2.3 Send immediately after loading a full report including following details:

28.3.2.3.1 BL date, BL Figures, gross and net.

28.3.2.3.2 Issue a Certificate of Quality for the refinery within two hours of the loading operation, or sign the refinery's Certificate of Quality showing the analysis was witnessed and a quality report showing methods used.

28.3.2.3.3 Time sheet evidencing the date of completion of the vessel loading and causes of any delay.

28.3.2.3.4 Vessel's tank cleanliness certificate or "Letter of responsibility" signed by the master as per Annex F.

28.3.2.3.5 Inspector's findings and explanation of anomalies.

28.3.2.3.6 Communicate the cargo qualities to participating parties.

28.3.2.3.7 Report and certificate of quality as required..

28.3.3 Samples:

28.3.3.1 1x500 cc from each shore sphere or from shoreline whichever is the standard procedure at loading port for analyzing the product in the refinery's laboratory or in the Inspector's own laboratory (depending on standard procedure). The Inspector must contact Repsol operations department for clearance, approval.

28.3.3.2 1x500 cc from each ship tanks for analyzing the product in the refinery laboratory or in your own laboratory (depending on standard procedure).

28.3.3.3 In case of any quality claim with reference to quality issued at load port and quality at discharge, the number of samples to be taken will be determined by an amount sufficient to support a possible claim.

28.3.3.4 Recommended sample containers for this product group are:

28.3.3.4.1 Pressurized sample cylinder (For liquid).

28.3.3.4.2 Gas bladder or bag (For vapour).

29 Discharge of LPG, propylene, ethylene, CC4 and other Gases**29.1 Quantity**

- 29.1.1** The quantity of cargo discharged must be determined as per latest API/MPMS manuals and procedures at the discharging terminal. Please advise on terminal standard procedure for quantity determination as soon as the nomination is received.
- 29.1.2** The Inspector must request the shore tanks to be static during the discharge; if it is not possible, it must be stated in the report. If the difference between the bill of lading quantity and the outturn quantity exceeds 0.20 %, the Inspector must inform Repsol Trading immediately, written and verbally, and send a voyage analysis report as soon as possible.
- 29.1.3** The line displacement – if to be carried out – in accordance with latest API/MPMS manuals and procedures, as necessary.
- 29.1.4** The line displacement if to be carried out in accordance with the latest API/MPMS manual and procedures and the calculated/accepted tolerance must be informed to Repsol as soon as is known and in advance prior to the discharge.
- 29.1.5** If, during such line displacement, the volume the shore tank receives is less than the volume the vessel delivers by an amount greater than the accepted tolerance stated above, then the line shall be considered slack. In cases when the line is found to be slack, the entire difference between the volume that the shore tank receives and the volume that the vessel delivers shall be credited to the final outturn volume.
- 29.1.6** All measurements, for both ship and shore, shall conform to the latest API/MPMS manuals and procedures, always allowing for local regulations and safety restrictions.
- 29.1.7** Manual measurements are to be taken and recorded by the Inspector and witnessed by the vessel's staff and/or terminal personnel. In the event that the Inspector can only witness manual measurements then every endeavor should be made to verify the accuracy of the equipment being used.
- 29.1.8** Manual measurements of shore tanks should be undertaken as close as possible, preferably within two hours, to the start of the transfer. In any event the shore tank automatic gauges are to be noted at the time of manual measurements and checked just prior to the start of transfer, to verify that the shore tank liquid level has not changed during the interval from taking manual gauges to the start of the transfer. If automatic gauges are used for custody transfer measurement they shall conform with latest API/MPMS.

29.2 Quality

- 29.2.1** Upon the vessel arrival the Inspector shall collect the necessary samples from each individual vessel compartment to confirm that the quality of the product complies with the quality loaded/nominated.

- 29.2.2** Very important: Inspector must check that the quality of the product complies with the specifications and methods specified in the nomination, before discharge. When Repsol is the receiver and the binding quality is determined based on ship's tanks, the discharge will commence only if the quality of the product complies with the specifications informed in the nomination and if shore spheres and lines cleanliness is approved. It is the Inspector's responsibility to make sure this requirement is accomplished, and alert if it is not so, before discharge commences.
- 29.2.3** When Repsol is the receiver, and in the event that the product shows any off-specification attributable to the discharge operation observed at shore spheres, mother vessel's tank/manifold or lightering vessel's tank/manifold, the Inspector must not allow the discharge to continue and shall contact Repsol Trading immediately.
- 29.2.4** The Inspector shall supply the quality results for product on ship's tanks to the operational contact as soon as they became available, and always prior to the commencement of discharge.
- 29.2.5** When binding quality is to be determined on the ship's tanks, the cargo quality will be established by analysis in the refinery's laboratory on a fully representative ship's tanks composite sample taken after loading is completed. Such sample will be the only official sample for contractual analytical results.
- 29.2.6** Upon the vessel arrival the Inspector must collect the necessary samples to verify that the quality of the product complies with the quality loaded/ nominated.
- 29.2.7** The Inspector shall supply the quality results for the product on ship's tanks to the Repsol operational contact as soon as they become available, and always prior to the commencement of the discharge.
- 29.2.8** The Inspector must verify that the quality of the product complies with the specifications before discharging, whenever Repsol is the receiver and binding quality is to be determined on ship's tanks quality. Shore tanks and lines cleanliness must be approved prior to discharge. It is the Inspector's responsibility to make sure that this requirement is accomplished and alert the parties if it is not so.
- 29.2.9** It is preferable that the shoreline is internally displaced in the Inspector's presence within two hours of the commencement of loading. Should the terminal refuse a line displacement then another suitable line fullness check should be carried out to the satisfaction of the Inspector.

29.3 Reports

- 29.3.1** After discharging:
- 29.3.1.1 The Inspector shall send immediately a full report including the following details:
 - 29.3.1.1.1 Ship's figures, gross and net.
 - 29.3.1.1.2 Quality report evidencing methods used.
 - 29.3.1.1.3 Time sheet evidencing the date of completion of vessel discharge and the causes of any delay.
 - 29.3.1.1.4 Outturn quantity as soon as available.

- 29.3.1.1.5 Comparison between quantities as per B/L's, vessel's figures, discharge port shore tank quantities and in transit variation.
- 29.3.1.1.6 Inspector's findings and explanation of anomalies.
- 29.3.1.2 The Inspector will ask the Master, on behalf of Repsol Trading, for the samples placed on board at the port of origin, and deliver them to the refinery against refinery's representatives receipt for being retained there. In case of no sample being delivered by the master, the Inspector must state this fact on the report and issue a letter of protest to the master.
- 29.3.1.3 The Inspector must verify that the quality of the product meets the agreed contractual specifications before discharging. When Repsol is the Receiver and the binding quality is determined at ship's tanks before discharging, the discharge will only commence if the quality meets the specifications. It is the Inspector's responsibility to make sure that this requirement is accomplished and alert if it is not so.
- 29.3.2** Samples
 - 29.3.2.1 Regardless of the contractual binding quality, the following samples are to be taken for analysis purposes in the refinery laboratory:
 - 29.3.2.1.1 1 x 500 cc of each ship's tank before discharging.
 - 29.3.2.2 Recommended sample containers for this product group are:
 - 29.3.2.2.1 Pressurized sample cylinder (For liquid).
 - 29.3.2.2.2 Gas bladder or gas bag (For vapor).

PART III. ANNEXES

ANNEX A: Samples

Samples to be taken by the Inspector

Loading				
Sample Source	Sample Type	Sample Size	Retention	Comments
Inspection company retention				
AILS	AILS	1 x 5l	Inspection Company	Crude Oil cargos
Shore tanks before loading	Upper-Middle-Lower or running as per terminal practice	1 x 1l	Inspection Company	Running sample only for clean products
End of Shore Line (Start of Loading and at start after any change of batch)	Spot Line	1 x 1l	Inspection Company	
Ship's Manifold (Initial Loading and initial loading after any change of batch)	Spot Line	1 x 1l	Inspection Company	
Ship's Tanks 1 st Foot (per tank)	1 st Foot	1 x 0,5l	Inspection Company	For clear products visual appearance, unless analysis requested
Ship's Tanks After Loading (per tank)	Running	1 x 0,5l	Inspection Company	
Ship's Tanks After Loading blended cargoes (per tank)	Upper	1 x 0,5l	Inspection Company	
	Middle	1 x 0,5l		
	Lower	1 x 0,5l		
Samples for Repsol Refinery				
Shore Tank Before Loading	U-M-L Composite or running, as per terminal practice	1 x 2l	Repsol	Running sample only for clean products
Ship's Tanks Deck Composite	Representative Deck Composite of running samples or spot in middle of tank	1 x 2l	Repsol	In case terminal requests volumetric composite, there will be delays.
Samples for receiver (to be place on board the vessel)				
Shore Tank	U-M-L Composite	1 x 2l	To vessel for receivers	
Ship's Tanks	Deck Composite of running samples or middle of tank	1 x 2l	To vessel for receivers	

Discharge				
Sample Source	Sample Type	Sample Size	Retention	Comments
Inspection company retention				
Shore tank before discharge	Running	1 x 1l	Inspection Company	U-M-L when required by terminal
		1 x 1l		
		1 x 1l		
Shore Tank After Discharge	Upper	1 x 1l	Inspection Company	
	Middle	1 x 1l		
	Lower	1 x 1l		
Ship's Tanks Before Discharge (per tank)	Running or spot in middle of tank	1 x 0,5l	Inspection Company	
Ship's Tanks Before Discharge blended cargoes (per tank)	Upper	1 x 0,5l	Inspection Company	
	Middle	1 x 0,5l		
	Lower	1 x 0,5l		
End of Shore Line (Start of discharge and at start after any change of batch)	Spot Line	1 x 1l	Inspection Company	
Ship's Manifold (Initial discharge and initial discharge after any change of batch)	Spot Line	1 x 1l	Inspection Company	
Samples for Repsol Refinery				
Ship's Tanks	Volumetric Composite of running samples or spot in middle of tank	1 x 2l	Repsol	
Samples on board the vessel for receiver's from loading port				

ANNEX B: First foot sampling and analysis procedure

		IF 1 OF LAST 3 CARGOES										
To load	NAPHTHA	MTBE ETBE	ETHANOL METHANOL	UNLEADED GASOLINE	JET A-1	GASOIL ULSD	CRUDE OIL	LUBE OIL	VGO	LCO	LS FO	HS FO
NAPHTHA	NONE	OXYGENATES	OXYGENATES	COLOR VISUAL, OXYGENATES	COLOR VISUAL, SULPHUR	COLOR VISUAL, SULPHUR	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD
MTBE/ETBE	sampling visual check	NONE	sampling visual check	APEARANCE	APEARANCE	APEARANCE	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD
ETHANOL METHANOL	sampling visual check	sampling visual check	NONE	APEARANCE	APEARANCE	APEARANCE	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD
UNLEADED GASOLINE	SULPHUR	sampling visual check	sampling visual check	NONE	SULPHUR DISTILLATION	DISTILLATION	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD
JET A-1	FLASH DISTILLATION	FLASH DISTILLATION	FLASH DISTILLATION	FLASH DISTILLATION	NONE	APEARANCE, FAME	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD
GASOIL ULSD	FLASH DISTILLATION	FLASH DISTILLATION	FLASH DISTILLATION	FLASH DISTILLATION	FLASH	NONE	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD
CRUDE OIL	sampling visual check	sampling visual check	sampling visual check	sampling visual check	sampling visual check	sampling visual check	NONE	sampling visual check	sampling visual check	sampling visual check	sampling visual check	sampling visual check
LUBE OIL	FLASH	FLASH	FLASH	FLASH	FLASH	sampling visual check	DO NOT LOAD	NONE	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD	DO NOT LOAD
VGO	FLASH	FLASH	FLASH	FLASH	FLASH	sampling visual check	Flash, Na, H ₂ O, Visco, Sulphur, density	sampling visual check	NONE	sampling visual check	sampling visual check	sampling visual check
LCO	FLASH	FLASH	FLASH	FLASH	FLASH	sampling visual check	Flash, Na, H ₂ O, Visco, Sulphur, density	sampling visual check	Viscosity density	NONE	Viscosity density	Viscosity density
LS FO	FLASH	FLASH	FLASH	FLASH	FLASH	sampling visual check	Flash, Na, H ₂ O, Visco, Sulphur, density	sampling visual check	sampling visual check	sampling visual check	NONE	Sulphur
HS FO	FLASH	FLASH	FLASH	FLASH	FLASH	sampling visual check	Flash, Na, H ₂ O, Visco, Sulphur, density	sampling visual check	sampling visual check	sampling visual check	sampling visual check	NONE

Notes

Please take samples in clear glass bottles for visual inspection: Appearance, suspended particles, water, etc.

DO NOT LOAD clean products when previous cargoes are dirty product cargoes.

Sampling for visual check: Only for first foot samples. No testing is required unless otherwise instructed or if in the Inspector's point of view it is necessary, in which case he will contact Repsol for clearance, approval.

NONE 1st foot sampling/testing is not required if previous last three cargoes are the same product than the intended product to load.

ANNEX C: Communication procedure

Repsol Trading, Offices' particulars

All the communications, except for invoices, must be sent to Repsol Operations, as well as any other entity if instructed in the nomination.

Considering the Operations Department receives information from many different sources (agencies, inspections, vessels, terminal, suppliers, receivers...), in order to minimize the amount of redundant information and to increase efficiency, the information to be received from the Inspectors shall be as follows:

Information should be sent to Operations by email including the following information:

The heading shall include at least the following information:

Movement/Vessel/Product/Port/Laycan

- Product quality information before loading/discharge.
- Preliminary time log.
- Final time log.
- Final loading/discharge report.
- Progress on ETAs, berthing prospects and port situation shall be sent by the Inspector on a daily basis. Should there be any variation from previous communication, it should be reported immediately.
- In case of a ship/shore volume difference over 0.20 % after valid vessel VEF is applied, the Inspector shall inform Repsol immediately – in writing and verbally – and a voyage analysis report is to be sent immediately, including further actions taken once the discrepancy is determined i.e. rechecks of calculations, shore/vessel tanks re gauging, etc.
- Letter of Protests issued, to any party failing to comply with the recommended procedures.
- Letter of Apparent Discrepancy if any.
- Complete inspection report and original invoice.

Above mentioned information shall be sent only to the corresponding email group depending on the type of product. These instructions apply worldwide.

Above mentioned information shall be sent to the corresponding e-mail group only:

Refer to the nomination for email distributions.

- crude.trading@Repsol.com
- hvyprod.trading@Repsol.com
- bunkerspainspain.trading@Repsol.com
- distillates.trading@Repsol.com (for gasoil & Jet & Avgas)
- gasoline.trading@Repsol.com
- naphtha.trading@Repsol.com
- biofuels.trading@Repsol.com
- lpg.trading@Repsol.com
- pchemical.trading@Repsol.com

- singapore.trading@Repsol.com
- Crude.hvyprod.houston.trading@repsol.com
- Cleanprod.houston.trading@repsol.com

ANNEX D: Repsol invoicing information

Repsol Trading S.A, Company's particulars

For invoicing and documentation please note the following details:

REPSOL TRADING S.A.

Calle Mendez Alvaro 44

Madrid 28045

SPAIN

VAT Number: ES-A82489451

REPSOL PETROLEO S.A.

Calle Mendez Alvaro 44

Madrid 28045

SPAIN

VAT Number ES-A-28 04 72 23

PETROLEOS DEL NORTE S.A.

Edificio Muñatones

San Martín, 5

48550 Muskiz - Vizcaya

SPAIN

VAT Number ES-A- 48 053 243

REPSOL POLIMEROS LDA

Apartado 41

7520-954 Sines

PORTUGAL

VAT Number PT 500 600 643

REPSOL PORTUGUESA, SA

Avenida José Malhoa, 16

1099 - 091 Lisboa

PORTUGAL

VAT Number PT 500 246 963

REPSOL QUÍMICA S.A.

Calle Mendez Alvaro 44

Madrid 28045

SPAIN

VAT Number ES A 28 148 898

REPSOL LNG T&T LTD
4, Queen's Park West
Kazim Tower
Port of Spain
TRINIDAD & TOBAGO
VAT Number 121 006

REPSOL EXPLORACIÓN ARGELIA, SA
Calle Mendez Alvaro 44
Madrid 28045
SPAIN
VAT Number A 78 787 305

REPSOL COMERCIAL DE PRODUCTOS PETROLÍFEROS
Calle Mendez Alvaro 44
Madrid 28045
SPAIN
VAT Number ES A 80 298 839

REPSOL ITALIA S.P.A.
Via Caldera, 21
San Siro Uffici, 5-2
20153 MILANO
VATNumber 00 151 550 340

REPSOL GAS PORTUGAL S.A.
Av. José Malhoa 16B-4º
1099-091 Lisboa
PORTUGAL
VAT Number PT-507 039 440

ANNEX E: Contact details and information**Contact details and information**

The name of the person in direct charge of the operation will be indicated in the nomination, together with his contact details including direct and mobile telephone numbers.

All communications including the inspection report shall be sent according to the instructions in the nomination and taking into account the following:

Operations

Crude Oil Madrid:	crude.trading@Repsol.com
Heavy Products Madrid:	hvyprod.trading@Repsol.com
Bunker Madrid:	bunkerspain.trading@Repsol.com
Distillates (Gasoil, Jet, Avgas) Madrid:	distillates.trading@Repsol.com
Gasoline Madrid:	gasoline.trading@Repsol.com
Naphtha Madrid:	naphtha.trading@Repsol.com
Biofuels Madrid:	biofuels.trading@Repsol.com
LPG Madrid	lpg.trading@Repsol.com
Petrochemical Madrid	pchemical.trading@Repsol.com
Crude Oil and all Products, Houston	Crude.hvyprod.houston.trading@repsol.com
Crude Oil and all Products Singapore	Cleanprod.houston.trading@repsol.com

Quantity and Quality Claims

Q&Q Claims for Crude Oil and all Products	maritimeqqclaims.trading@Repsol.com
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Administration, Payment, Invoicing and Receivables

Invoicing and payments	ct_trading@repsol.com
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ANNEX F: Letter of Responsibility

On behalf of our principals, we must extend to you the following letter:

We were unable to carry out a visual tanks inspection due to the fact that the cargo tanks were under an inert-gas atmosphere.

The vessels cargo tank suitability remains therefore at Owner's responsibility for any contamination or damage thereby sustained, as well as any consequential contamination or damage arising there from.

Whilst every effort has been made to comply with tank inspection instructions we cannot be held responsible for those areas beyond visual inspection (such as pumps, lines) and/or the effectiveness of advised tank cleaning methods.

Note: Due to the nature of the cargo to be loaded and the previous cargoes carried by the vessel, the commencement of loading of this cargo is subject to obtaining an express approval from our Principal(s).



REPSOL

Calle Méndez Álvaro, 44
28045 Madrid