

Annex G

This Sales and Purchase Contract serves only as a sample and shall not be a substitute for legal advice. Please obtain your own legal advice before entering into any Sales and Purchase Contract. APEX shall not be liable for any losses arising out of any reliance on this sample.

SAMPLE SALES AND PURCHASE CONTRACT (APEX LOW SULPHUR FUEL OIL)

This contract is made by and between the Buyer and the Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned goods under the rules in relation to physical delivery as contemplated in **APEX Low Sulphur Fuel Oil Futures Contract**. Unless otherwise stated, all the terms and conditions, as well as the capitalized terms of this Sales and Purchase Contract herein shall have the meaning ascribed to them, and shall have the same meanings ascribed to them under **APEX Low Sulphur Fuel Oil Futures Contract**. In case of any discrepancies or inconsistencies between this Sales and Purchase Contract and **APEX Low Sulphur Fuel Oil Futures Contract** the latter shall prevail.

Seller:	Company Name:	
	Address:	
Buyer	Company Name:	
	Address:	
Contract No.:		
Matching ID:		
Contract Date:		
Product:		APEX Low Sulphur Fuel Oil
Grade of Product:		As prescribed in APEX Low Sulphur Fuel Oil Futures Contract
Shipment Term:		Free on Board (FOB)/Inter-tank Transfer
Recognised Warehouse:		
Supplier(s):		
Shipment Period:		
Contract Price:		US\$ xxx.xx /MT (USD: x Hundred xx Dollars and xx Cents)
Quantity:		
Final Contract Value:		

1 QUALITY

At time and place of shipment, the product shall be of good merchantable quality within the meaning of the description and specifications stated below:

Characteristic	Unit	Limit	0.5%S Fuel Oil	Testing Method		
				ISO	ASTM	IP
Kinematic Viscosity (50°C)	mm ² /s	Max	380.0	3104	D445	-
Density (15°C)	kg/m ³	Max	991.0	3675	D1298	-
CCAI	-	Max	870	ISO8217:2017 (E)		
Sulphur	mass %	Max	0.5	8754	D4294	-
Flash Point	°C	Min	60.0	2719	D93	-
Hydrogen Sulphide	mg/kg	Max	2.00	-	-	570
Acid Number	mg KOH/g	Max	2.5	-	D664	-
Total Sediment - Aged	mass %	Max	0.10	10307-2	D4870	-
Carbon Residue - Micro Method	mass %	Max	18.00	10370	D4530	-
Pour Point (upper)	°C	Max	30	3016	D97	-
Water	volume %	Max	0.50	3733	D95	-
Ash	mass %	Max	0.100	6245	D482	-
Vanadium	mg/kg	Max	350	-	-	501
Sodium	mg/kg	Max	100	-	-	501
Aluminium Plus Silicon	mg/kg	Max	60	-	-	501
Used Lubricating Oil(ULO): -Calcium and Zinc; or -Calcium and Phosphorus	mg/kg	-	The fuel oil shall be free of ULO. The fuel oil shall be considered to contain ULO when either one of the following conditions is met: Calcium>30 and Zinc >15 or Calcium >30 and Phosphorus >15	-	-	501

2 PAYMENT ARRANGEMENT

The Buyer shall make full payment of the Final Contract Value in cash to **Asia Pacific Clear Pte. Ltd.** through the Buying Clearing Member, and **Asia Pacific Clear Pte. Ltd.** shall release the payment to the Seller through the Selling Clearing Member, in accordance with the conditions and procedures set out in **APEX Low Sulphur Fuel Oil Futures Contract**.

3 FINAL DOCUMENTS

"Final Documents" shall refer to the originals in triplicate of the following documents, including but not limited to:

- a) The original quality and quantity report or faxes from the Surveyor confirming quality and quantity;
- b) If applicable a certificate of origin or a copy thereof;
- c) In the case of delivery via Vessel/Barge, the original set of original bills of lading; in the case of inter-Tank transfer, a document satisfactorily evidencing the movement of Product into the Buyer's Tank, issued by the operator of the Buyer's Tank and naming the supplier or the supplying Recognised Warehouse (where different from the receiving Recognised Warehouse) and the receiver;
- d) If applicable, Cargo Manifest;
- e) Commercial Invoice; and
- f) Such other documents as the Clearing House may specify from time to time.

Should the Buyer require from the Seller documents other than the Final Documents or extra copies of the Final Documents as set forth for shipment purposes, the Buyer may request such documents from the Seller at the Buyer's cost and expense, and the Seller shall assist in providing the required documents according to the Sales and Purchase Contract, provided that the Buyer's request is reasonable.

4. Other Terms

All other terms and conditions will be as per **APEX Low Sulphur Fuel Oil Futures Contract** in force at time of delivery.

BUYER:
(Company Name)

SELLER:
(Company Name)

(Signature & Company Stamp)

(Signature & Company Stamp)