

In the Name of God
Sales and Purchase Agreement

This Agreement is made this --- day of ----- 2010 by and between **Petrochemical Commercial Co.(PCC)** a company incorporated and existing under the Laws of The Islamic Republic of Iran whose registered address is situated at No.1339 Vali Asr Avenue, above Vanak Square, Tehran-Iran, P.O. Box 11365/4995 of the one part, (hereinafter called Seller)

And

....., a company incorporated and existing under the laws ofwhose registered address is situated at of the other part (hereinafter called Buyer)

Whereas

- Seller has sufficient quantity of Cargo for export, as more specifically referred to herein below.
- Buyer is willing, on the basis of its obligations hereunder to buy such amount of product as provided for herein and under terms and conditions hereof.
- The parties hereto intend to implement the provisions of this Agreement in good faith.
- The expressions "hereunder", "hereof", "hereto" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clauses or provisions in which the relevant reference appears.

Now, therefore, in consideration of mutual covenant and understanding it is agreed as follows:

1. Commodity & Packing:

.....

2. Origin :

Islamic Republic of Iran.

3. Quality :

As per IPCC specifications.

4. Quantity:

.....

5. Term:

The duration of the performance of this Contract shall be one year

Starting from.....and shall end on Dec. 31,

6. Extension of the Agreement:

To be mutually agreed upon by the Parties hereto, in writing 60 days prior to expiry date of this contract if acceptable.

7. Delivery Schedule:

..... is to be shipped in parcels of MT (by mutual agreement,) for discharging at Hong by Buyer's instruction.

The parties shall use their best efforts to spread quantities of the product delivery evenly throughout the year during the term of this contract.

8. Loading Port:

B.I.K

9. Port of Destination:

.....

10. Loading & Discharging Terms :

... Buyers to charter vessels only after receiving sellers acceptance as to vessel's suitability for loading at Bandar Imam Khomeini(BIK).

A- Seller to approve of C/P (ASBATANKVOY) and demurrage rate prior to fixture. Demurrage if applicable at the loading port is for seller's account.

- B- Laytime to commence 6 hours after receipt and acceptance of N.O.R. tendered from B.I.Khomeini inner anchorage area in accordance with part II clause 6 of ASBATANKVOY charter party.**
- C- All expenses customarily charged to vessel including but not limited to port fees, berthing/unberthing costs, tug boat hire, freight- tax etc. are for buyer's account.**
- D- Any loss or damage to the jetty or any property at loading port or any other person during berthing and unberthing caused by vessel's fault shall be borne by buyer.**
- E- Load rate at B.I.Khomeini to be minimum MT/hour FHINC.**

11. Price :

.....
 One week should start from Monday to Sunday.

- I. In the event the relevant Argus are not published in the week, not available, then one previous publication to be applied .
- II. If the Argus Publication ceases to exist , another publication will be replaced by mutual agreement.

12. Payment:

Payment shall be effected by means of single, irrevocable, Letter of Credit (L/C) 21 days from the B/L date based on the provisional price for agreement quantity based on the price agreed by the parties hereto established with Seller's designated bank to be advised at least 10 working days before vessel nomination .

All banking charges outside advising bank are at Buyer's account.

Also their might be other means of payment, such prepayment, prematured payment,and or discounted payment at Seller's discretion.

The following documents are required against the payment :

- A. Commercial Invoice.
- B. 3/3 original clean on-board ocean Bills of Lading signed by vessel's master or her authorized agent.
- C. Certificate of quantity/quality issued by the manufacturer.
- D. Certificate of origin .

In case of any other required documents by Buyer, Buyer shall inform the Seller in advance beside the contents of the L/C. Seller shall prepare and send them by courier.

13. Special Clauses in L/C:

13.1 No discrepancy whatsoever in relation to the terms of the L/C shall be raised in respect of shipping documents presented to Bankers except in the case the following at the loading port:

- a. Quantity**
- b. Quality**
- c. Type of product shipped**
- d. Unit Price**
- e. Notify party, consignee including the address**
- f. Port of discharge**

13.2 Buyer shall be liable to pay interest, at a rate to be notified, but reasonable, if the value of any shipment is not paid by Buyer within the notified payment period or other means of payment is not received on due time to Seller's satisfaction.

13.3 Seller may refuse, at its sole discretion, delivery of cargo if the L/C or the payment is not received on due time and may differ carrying out any of its obligations hereunder until payment, as stipulated herein, is received in a manner provided herein. In such a case Seller shall have no liability whatsoever.

13.4 All banking charges other than the advising bank are for the applicant's account.

13.5 Price formula is in US Dollar and letter of credit to be opened in USD or Euro or other currencies at Seller's discretion, unless Buyer to advise Seller the reason that the correspondent bank such as Bank Banking Corporation and, cannot accept to open the L/C in to Seller.

- a) In case the letter of credit is opened in US Dollar and if the amount payable under such L/C is not paid in US Dollar due to any reason, then at Seller's option it shall be paid in

Euro by converting the US Dollar amount of invoice to Euro by using Euro/US Dollar foreign exchange reference rate quoted at 14:15 Frankfurt time accessible on page 37 Reuters(ECBREF) and available on the ECB website www.ecb.int two working days prior to the value due date of payment under such L/C .

The following clause is to be inserted in L/C:

“Beneficiary will issue the relevant invoice in, but the claim and payment of the amount due will be effected for the counter value in Euro or L/C currency at beneficiary option. We (name of opening bank) will use the exchange rate quoted by ECB reference fixing rate at 14:15 Frankfurt time accessible on page 37 Reuters(ECBREF) two European business days before actual value date of the payment”.

b) In case the letter of credit is opened in Euro by converting the provisional price in USD to Euro by using Euro / US Dollar foreign exchange reference rate quoted by European Central Bank (ECB) and being available on the ECB website www.ecb.int on or about the L/C issuing date, then Seller shall issue both provisional and final invoices in Euro at the equivalent provisional price (in USD) and final price (in USD) by converting the US Dollar prices to Euro by using Euro/ US Dollar foreign exchange reference rate quoted by ECB at 14:15 Frankfurt time accessible on page 37 Reuters (ECBREF) and being available on the ECB website www.ecb.int two European business days before actual value date of payment. The actual value date of payment is 45 days after Bill of Lading date.

If the actual value date of payment is not European business day, then the first European business day from the actual value date to be the date of payment.

14. Inspection:

Quantity and Quality Certificate issued by an independent and reputable Inspection Company acceptable to the Parties hereto at the Load port shall be binding on Buyer and Seller. Inspections' costs at load port are for seller's account and at discharge port are for Buyer's account.

15. Insurance:

Since this FOB Agreement is based on Incoterms 2000 and as may be amended, Buyer shall hereby undertake to insure the cargo. Costs are for Buyer's account.

16. Commercial Terms:

Incoterms 2000 and as may be amended, shall apply and govern documentary obligations.

17. Settlement of Dispute:

17.1 Governing Law :

This Agreement shall be construed, governed and interpreted in accordance with the laws of Switzerland.

17.2 Arbitration :

Any dispute in respect of validity, interpretation, application and execution of this Agreement if not settled by amicable negotiations, shall be finally and exclusively settled by Arbitration by a panel of three arbitrators under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, (Paris).

The place of Arbitration shall be Geneva, Switzerland, unless an alternate site be agreed upon by the Parties.

The arbitral award shall be final and binding upon the Parties. The cost of Arbitration, before the issuance of the award, shall be borne by the Parties and does not exceed the ceiling of tariffs of the International Chamber of Commerce. The award shall include the payment of Arbitration costs to be effected by the Party designated in the award.

17.3 The Parties warrant that they are duly organized companies incorporated in their respective countries under their proper laws, that they have power to do what it is purporting to do under this Agreement, that this Agreement is valid and binding obligation on them and they have taken all necessary actions to be able to enter into this Agreement.

18. Force Majeure:

Any failure by a party to comply with the terms and conditions of this Agreement which is attributable, solely, to Force Majeure shall not be considered as a failure to perform its obligations. Force Majeure for the purpose of this Article shall mean all events beyond the reasonable control of either of the Parties and shall include, but not be limited to, war, civil commotion, strike, storm, tidal waves flood, epidemic, explosion, fire, lightening, earthquake, acts of governments and the events not controlled, in any way, by the Parties hereto. The Party facing the Force Majeure situation is to inform the other Party thereof, of

Force Majeure situation immediately witnessed by a certificate issued or approved by the Chamber of Commerce of the domicile of the respective party facing the Force Majeure situation. If due to causes beyond the control of Seller their ability to manufacture the product hereunder and due delivery of the cargo is diminished, Seller shall be entitled to suspend or reduce delivery(ies) at Seller's discretion, and such suspension or reduction shall not give rise to any claim by Buyer.

19. Title and Risk:

Title to product and risk shall pass from Seller to Buyer at the Port of Loading

20. Language:

English language shall be used in documents addressed by either Parties to the other, as well as Arbitration proceedings.

21. Resale:

Buyer not to sell or cause to be sold in Iran, for any purpose whatsoever, in whole or in part, the consignments delivered hereunder and intended for export.

22. Failure to Exercise Rights:

Failure by either Party to exercise or enforce any of its rights under this Agreement shall not prevent that party from the future exercise or enforcement of such rights.

23. Confidentiality:

The terms and conditions of this Agreement, information with regard to price of the product and the manner in which business is conducted between the Parties hereto are confidential and shall be kept in confidence by the Parties. Neither party shall have the right to divulge such information to third parties without the prior written consent of the other party, save as and when required by law.

24. Severability:

If any provision of this Agreement is deemed to be or becomes invalid, illegal or unenforceable, the remainder of the Agreement shall continue to be valid and enforceable.

This Agreement shall not be assigned by either Party without the written consent of the other, the Parties shall have, solely, the authority to assign the right and obligations hereunder, and in relation to purchase each of the specific products to one of their subsidiary or affiliated companies. Either Party shall notify the other of any such assignment forthwith.

25. Charges and Dues:

It being understood that the cargo supplied hereunder shall not be subject in Iran to any taxation, levies, fees or charges of any nature or license fees. Such charges and dues at the port of destination are for Buyer's account.

26. Notices:

Any notice or communication received under this Agreement shall be in writing and to be sent by registered mail, telex or facsimile, confirmed in writing. Notices will be deemed to have been served if received on the date of confirmed receipt in business day or, if not, on the next business day. Notices shall be addressed to the addresses as stated hereunder or at such other address as the Parties may from time to time by written notice designate for this purpose.

**Seller Address: Petrochemical Commercial Co.,
1339 ValiAsr Avenue, Above Vanak Square , Tehran-Iran
Tel : (+98 21) 8789539
Fax : (+98 21) 8827312/8839506
Tlx : 216924, 216925 PCCM IR**

Buyer Address:

In witness whereof , the Parties have caused this Agreement to be executed in English in duplicate by their duly authorized representatives.

For Seller,

For Buyer,