

**THROUGHPUT HOSPITALITY AGREEMENT**

**BETWEEN**

**SUPER STAR FORWARDERS COMPANY LIMITED**

**AND**

**SUPER OIL PERTROLIUM COMPANY LIMITED**

17/8/

This Agreement is made on the 15<sup>th</sup> day of January 2020

BY AND BETWEEN:

**Super Star Forwarders Company Limited**, a company incorporated in **TANZANIA** registered under the number 19842 whose registered office is at Plot No 4, Block A, Sinza Trading Area, Dar es Salaam, duly represented by

Fulgence Bube  
In his capacity as

General Manager  
Tel +255 784 286 475  
bube@superdoll-tz.com

( hereinafter called the "Host" which expression shall, where the context so requires, include the Host's successors in title and assigns);

AND

**Super Oil Petroleum Company Limited**, a company incorporated in **TANZANIA** registered under the number 31899 whose registered office is at Plot No. 14, Nyerere Road, Dar es Salaam, duly represented by  
Nassor Seif  
In his capacity as

DIRECTOR  
Tel +255 784 784 566  
[nassorahseif@gmail.com](mailto:nassorahseif@gmail.com)

( hereinafter called the "Guest" which expression shall, where the context so requires, include the Guest's successors in title and assigns);

**WHEREAS** the Guest wishes to make use of the Host's facilities at the aforementioned location for the purposes of receiving, storing, handling and loading into road trucks/rail tank-wagons/pipeline pump over services of JET A-1, PMS, AGO, HFO 180 and HFO 125 for local and transit market (the Services). The Host is willing to make available to the Guest and to charge the Guest for the use of its facilities (the Facilities) for the purpose of the Services.

In consideration of the Hospitality Fee hereinafter reserved, settlement of all obligations imposed on Host for provision of these Services, reimbursement of all third party costs and of the covenants and agreements by the Guest hereinafter contained, the Host hereby AGREES to handle the said petroleum products (the Product) on behalf of the Guest.

## **1. STORAGE FACILITIES AND SERVICES**

### **1.1 Suitability of Facilities**

- (a) The Host shall maintain the Facilities associated with the Services provided to the Guest hereunder in clean, sound and proper operating condition in accordance with applicable laws and industry standards including API 653 Standards for tank inspection and maintenance. The Host shall coordinate scheduled inspections or maintenance with the



Guest to reasonably minimize the negative impacts on the Guest's operations. Where any tanks used in the provision of the Services are required to be emptied in order to conduct the maintenance and repair operations, the Host will make best endeavors to move the product from the tanks to other parts of the terminal whereby the Guest shall at all times have at its disposal enough capacity to reallocate the product. For unscheduled maintenance, the Host shall promptly and diligently perform any unscheduled maintenance, and shall give the Guest verbal and written notice of same as soon as is reasonably practicable. The maintenance costs shall be the responsibility of the Host. For the avoidance of doubt, no fee and charge shall be paid by the Guest for the period during which the Facilities (or a part thereof) was not available for use by the Guest. Failure to maintain the Facilities in a clean, sound and proper operating condition shall constitute a default of this Agreement and the Guest shall have all rights of termination pursuant to clause 12 below.

- (b) Notwithstanding the above, any delay, spillage, pollution, product contamination or any other accident due to the bad condition of the Facilities, all equipment and measurement devices, shall be for the account of the Host. The Host shall save the Guest harmless from and against any and all damages, costs, expenses (including reasonable legal fees), claims the Guest may incur or suffer by reason of the Facilities, equipment and measurement devices not being in good working condition and/or in conformity with international standards.
- (c) Any transfer of the Product within the Facilities will be made through lines in clean and good working order to prevent contamination.
- (d) Shore-tank calibration and measurements shall be effected in accordance with the Tanzania regulation by Weight and Measure Agency. Calibration tables shall be communicated by the Host to the Guest or the Guest's representative.
- (e) The Host has and will at all times have the exclusive right to use and operate the Facilities.

#### 1.2 Services

The Host undertakes:

- i. To maintain the Facilities in a good working order and clean and suitable condition, in accordance with industry standard and applicable law and shall exercise due care and diligence in the provision of the services including (without limitation) in the safe-keeping and in the handling of the Product.
- ii. To ensure all measurement devices ( i.e automatic tank gauging system, flowmeters, additive dosing equipment, manual gauging, vehicle loading gantry meters, radar tank measurement system) are in accordance with officially approved international standards (such as but not limited to API Standards) and to have ensure appropriate certificates of periodic calibration, duly updated are available.
- iii. To keep such Products stored safely and in perfect condition in the Facilities, i.e. to store and maintain the Products in the respect of the standard specifications and quantity per Tanzania bureau of standard specifications.
- iv. To provide the Guest with clean Facilities to discharge the quantities and qualities of Products throughout the duration of the present Agreement, equipped with input and output valves that can be closed and sealed, unsealed and re-opened and be in all respect able to take



delivery and to release of the Products.

- v. To provide clean lines to avoid any contamination of the Products.
- vi. To take daily gauges of the Guest Products in Facilities and deliver to the Guest at the close of each day by confirmed facsimile, email, electronic data exchange and control services as agreed, daily inventory reports in such reasonable form as the Guest shall furnish together with original bills of lading and other shipping documents.
- vii. To ensure that for all movements of Products, the independent inspector and (if necessary upon the Guest's option) the Guest's representatives will at all times have free access to the Facility and to any other location which is in any way associated with the performance of this Agreement.
- viii. For HFO180 and HFO125, to maintain the specifications of the Guest's product as received from vessels. Accordingly the Host shall be in position to co-mingle HFO180 from another third party only insofar as such third party HFO180 presents the same density and specifications as the Guest's product. For the avoidance of doubt, for Jet-A1, PMS, AGO, the Host in its absolute and sole discretion maintains the right to co-mingle Products of the same type with another third-party product held by the Host for storage, as long as such third-party product respects specifications defined by relevant regulations, unless otherwise agreed between the Parties.
- ix. That it shall not under any circumstances dispose of or otherwise part with possession of the Guest's Products except in accordance with the written instructions of the Guest or any person authorized in writing by the Guest to provide such instructions.

## **2. PLANNING FOR IMPORT NOMINATION/PUMPOVER**

The Guest will be required to place in writing, at least its requirement of products ullage at Kurasini Dar Es Salaam terminal, in advance, specifying the volume of the Product. The Guest shall inform the authorities of the intended as per legal requirement. This will enable the Host to plan the Product receipt and avoid any Product ullage problems. Guest will submit in writing to Host, the certificate of quality for the consignment intended to be stored in Facilities 2 two (2) working days before the delivery of the Product.

Host will respond in writing stating whether the request has been accepted or not. The communication will specify Products and quantities Host is able to receive and store.

Guest will also ensure compliance with Customs and Excise Department of Tanzania Revenue Authority in respect of Products owned by Guest.

## **3. PRODUCT MEASUREMENT**

All Products delivered into the Facilities, whether by pump-over or by direct import by ship and/or road, shall be accounted for in the following manner:

- a) An independent inspector appointed by Guest and accepted by Host at guest cost (the Independent Inspector) will be requested to ascertain the quantities and grades received into Facilities designated by Host. The received quantity shall be determined by the "before and after dip of the nominated Facilities (s)" of the product received, adjusted to (20) twenty



degrees Centigrade. In case concerned government authorities in Tanzania introduces any new mode for measuring the Product, Host will abide to instructions accordingly. This amount shall be final and binding save of fraud or manifest error.

- b) When pump-over or direct imports are received in conjunction with receipts also destined for Host's own account, the received quantity will be that amount which appears on the appointed surveyor report save of fraud or pump-over instruction errors. This amount shall be final and binding.
- c) Tanzanian regulations require that the accounted volume shall be based on both meters and vehicle dipsticks dully calibrated by the Government Weights and Measure agency, adjusted to (20) twenty degrees Centigrade. In case any changes in the current regulations will be introduced by the regulating authorities, Host will abide by the instructions accordingly.
- d) The stocks for the Guest will be those as received in Facilities as certified by the Independent Inspector. In the event of any dispute on received quantity, the quantity determined by the Government Weight and Measure agency shall be final and binding. The lifting of the Guest's Product will be netted off the stocks held by the Host in Dar Es Salaam Kurasini Depot. Positive balances will be carried forward to the following month. Negative balances will not be permitted, and should there not be sufficient stocks in the Facilities to recover the Guest's lifting, then those lifting will not be permitted unless the Guest requests for arrangements with the Host.

#### 4. LIFTING PROGRAMME

- a) The Guest is required to give the Host an order for uplift 3 hours before loading time.
  - a. Registration numbers of the vehicles,
  - b. Name of the driver
  - c. Driver's Identification Number (license number)
  - d. Quantity required for each vehicle,
  - e. Number of vehicles to be loaded
  - f. Quantity required for each vehicle.
- b) All vehicles nominated by the Guest must meet the minimum standards as specified by the Host and Government authorities, and will be subjected to a pre-loading inspection prior to every loading. Failure to comply with these minimum safety standards will result in the rejection of the vehicle in question.
- c) The Guest shall be responsible for providing vehicles to be loaded.
- d) All loading to Guest shall be restricted to normal working days (excluding Sunday and public holidays).

Monday to Friday  
Saturday

08:00 am to 06:00 pm  
08:00 am to 1:00 pm

- e) To permit the Guest to collect or deal with the Product in any way that the Guest may deem fit, the Host shall release the Product to the Guest upon written demand by the latter duly endorsed by one of the two Guest's approved signatories (*or their agent*) whose sample signatures are reflected here below and signature may change from time to time but the Guest will inform the Host in writing.

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UPENDO PHILBERT NGAFODDI  
(Name & Signature)

NASSOA SEIF  
(Name & Signature)

f) At Guest's option, the Host shall deliver the Products as follows:

- into tank truck / rail tank wagons, the Products belonging to the Guest as directed by the Guest.
- into tank truck / rail tank wagons, the Products belonging to any person designated by the Guest as directed by such designated person.
- by pump over to a designated terminal, the Products belonging to any person designated by the Guest as directed by such designated person.
- intank, the Products belonging to any person designated by the Guest as directed by the Guest.

g) For HFO180, the Host agrees to deliver to the Guest the product with same quantity and quality as the ones received at the terminal (same volume, same density, same specifications).

h) The Guest could request the Host to blend HFO125 (95% HFO180 + 5% AGO). Both products will be provided by the Guest. The blending will be done by the Host. The Guest shall inform the Host 24 hours before the blending operation.

##### 5. STOCK ACCOUNTING

Host will prepare, maintain and deliver the stock records for the Products, in and out movements certificates and product handling summary to the Guest every week, indicating status of the physical stocks held in custody by Host for Guest's account. These records and summaries will be consolidated into a statement that will be finalized and supplied to the Guest by the 2<sup>nd</sup> day, or nearest working day, thereafter of each subsequent month.

The Guest shall within (10) ten days of receipt of such statement, inform the Host of any difference in the quantities stated therein and submit proper reconciliation statement duly supported by documentary evidence.

##### 6. LOSSES IN STORAGE/THROUGHPUT

Risk and control of the Product's quality and Quantity passes from Host to Guest when the Product passes from Guest to Host and Host to Guest at the following transfer points:

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- i. Guest to Host - All receipts by ocean tanker/pipeline: reception manifold. At such point liability of Guest shall cease and Host shall be responsible for any liability
- ii. Host to Guest - Tip of loading arm / hose connected to the tank-trucks / rail tank-wagons nominated by the Guest. At such point liability of Host shall cease and Guest or any third party designated by the Guest shall be responsible for any liability

#### 6.1 Risk and Control of the Guest

- a) The marine and pipeline losses, that is the difference between the Bill of Lading/arrival quantity and the quantity received into Host's tanks, will be the responsibility of the Guest. The costs and losses associated with the marine and pipeline losses will be borne by the Guest. It is the responsibility of Host to ensure complete line fill prior to commencement of discharge process, this will be subject to confirmation by the Independent Inspector.
- b) For the avoidance of doubt Host will only be responsible for any of the Guest's products losses whilst they are within the walls surrounding the Host compound. Host will not be responsible for any losses caused by the theft, fraud or negligence by the Guest or his agents wherever or whenever they occur.

#### 6.2 Risk and Control of the Host

- a) From the time Products pass into the reception manifold at the Facilities, the Host shall be responsible for losses or deterioration or damages of the Guest's Products during discharge, storage, release and/or re-loading operations.
- b) In particular, but always from the time Products pass the body valve of the storage tank nominated for the storage of the Product at the Facilities, the Host shall be liable for:
  - (i) any loss or damage of the Products, whether the cause of such loss or damage is known or unknown,
  - (ii) all damages (including pollution) caused to the Facilities and/or to the property of any third parties,
  - (iii) injuries to and/or death of any persons, whether or not working at the Facility,resulting from the storage and the handling of the Products within the Facilities.

The Host shall keep the Guest harmless from any and all claims whatsoever arising therefrom.

- c) Moreover, the Host shall be liable for all costs and expenses suffered directly or indirectly by the Guest resulting from the Host's failure to comply with its obligations under the Contract, or from the Host's negligence or willful misconduct.

Notwithstanding the foregoing, the Host undertakes to indemnify and hold harmless the Guest for all losses of and/or damages to the Products under this Agreement by, at the Guest's option, (i) putting at the Guest's disposal equivalent quality/quantity of Products lost/damaged. (ii) reimbursing the Guest the fair market value for such Products lost or damaged measured as of the date of loss or damage, or (iii) restoring the Products to receipt quality.



- d) By the end of the contractual duration, the Guest shall be responsible only for removing the Product. The Guest shall not be responsible for the cleaning of the tanks used.

## **7. QUALITY OF PRODUCT**

The quality of PMS, AGO Jet-A1 to be laid down in the Host's Facilities shall meet the minimum specifications as currently accepted by TBS Tanzania Bureau of Standards. The quality of HFO180 and HFO125 to be laid down in the Host's Facilities shall meet the minimum specifications listed in Appendix III. The Host shall be responsible for ensuring that the quality of Product is maintained during Services performance. The Host is also responsible for the HFO125 quality and should respect the specifications during the blending operations. In case of any contamination of the Guest's Product caused by the Host, the Host shall bear all costs arising from such a contamination, including but not limited to the replacement of any Guest Product so contaminated, shall be for the Host's account. Procedures for determination of quality will be as required by Tanzania Ministry of Energy or any other recognized authority such as Energy and Water Utilities Regulatory Authority and Tanzania Bureau of Standards.

## **8. HEALTH, SAFETY AND ENVIRONMENT**

The Guest plus any contractors operating on its behalf will be required to comply with all Host's site rules and regulations.

## **9. CHARGES – HOSPITALITY FEE**

- a) The Host agrees that for AGO, PMS and JET A-1, the Guest shall pay a hospitality fee of US Dollars 3.00 (USD THREE) per metric ton of volume received at (20) twenty degrees Centigrade net, for the first (30) thirty days, or part thereof, the product is in Host's tanks.
- b) The Host agrees that for HFO180 and HFO125, Guest shall pay a hospitality fee of US Dollars 3.00 (USD THREE) per metric ton of volume received at (20) twenty degrees Centigrade net, for the first (30) thirty days, or part thereof, the product is in Host's tanks.
- c) The (30) thirty day period will commence on the day tanks are released by the Independent Inspector and loading is able to start. For AGO, PMS and JET A-1, Guest will be charged US Dollars 3.00 (USD THREE) per metric ton on the remaining stock balances for each next duration of (30) thirty days. For HFO180, Guest will be charged US Dollars 3.00 (USD THREE) per metric ton on the remaining stock balances for each next duration of (30) thirty days.
- d) TIPER manifold fee, Marking fee, Weight and Measure fee, if applicable, will be on Guest's account. Quality monitoring and recertification fees will have to be borne by the Guest in case the receipt is for the Guest only. In case of many receivers in Host's facilities, these fees will be prorated.
- e) No charge will be added for the blending of HFO125, except for the product analysis perform to check the quality of the products following the blending operation.

## **10. PAYMENT/DEPOSIT**

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#### 14. DOCUMENTATION

Current industry standards shall apply for all documentation procedures. Orders will be submitted to the Host on official order forms, in triplicate, and the Host requires a list of authorized signatories along with specimen signatures.

#### 15. INSURANCE & LIABILITY

- a) The Host shall at its own expense throughout the duration of this contract and for so long as the Products remain in the Facilities, maintain in full force and effect:

(i) all risks physical loss or damage insurance cover associated with the Facilities, and

(ii) general liability insurance for the legal liabilities to third parties arising out of the Host's operations in the Facilities (including but not limited to liability in respect of accidental pollution). The Host will clean up and mitigate, and pay for the clean-up and mitigation of spills of the Guest's Product in the Host's custody.

Both policies shall be contracted with first class international insurance companies.

It is understood and agreed that the insurance requirements set forth in this article 14 shall in no way limit the Host's liability or responsibility under this Agreement or be construed to be the only types of insurance the Host should maintain to adequately cover itself from the hazards of its activities.

- b) It will be the responsibility of the Guest to ensure that the Product, whilst in the Host's Facilities, is insured at the Guest's expenses, however, that such insurance shall not prejudice the Host's obligations or liabilities hereunder. Proof of such shall be presented by the Guest before the commencement of this Agreement.
- c) The Host hereby acting on its behalf as well as on behalf of any other third party claiming any interest whether direct or indirect in the Agreement and its insurers waive all rights of recourse against the Guest and its insurers, and shall indemnify and hold the Guest and its insurers harmless from and against any and all claims, suits, costs, liabilities, judgements, fines, penalties or demands in respect of loss of or damage to:
- (i) The Host's owned, hired, or leased properties, including loss of use hereof,
  - (ii) The Host's personnel and/or the Host's personnel's properties,
  - (iii) Any third party or third party's properties, arising out of or in relation to the performance of the Agreement.

#### 16. INDEMNITY

- a) With respect of hospitality for the Products, each Party shall perform and observe all the covenant, conditions, stipulations, restrictions and provisions of the Agreement and shall indemnify the other Party (the Indemnified Party) and its successors or assigns from and against all actions, proceeding, cost, expenses, damages, claims and demands in respect of or arising from any action or non performance by the first Party (the Indemnifying Party). If such actions or non performance constitute cause of a claim, demand, levy or execution against the Indemnified Party by the a third party, THEREAFTER, all expenses, cost and

damages incurred by the Indemnified Party by reason of any such action or non performance of obligation(s) shall be deemed to be expenses properly incurred by the Indemnified Party in relation to performance of the Agreement and that the same shall be recoverable from the Indemnified Party immediately after receiving written notice of reimbursement.

- b) Except as expressly provided for in this Agreement, neither Party shall be liable to the other for any consequential, indirect, punitive or special losses/damages of any kind arising out of or in any way connected with the conclusion, the performance, the failure to perform or the termination of this Agreement.

## **17. APPLICABLE LAW AND JURISDICTION**

The construction, performance and interpretation of this Agreement shall be governed by the laws of the United Republic of Tanzania.

Any and all claims or controversies between the Parties hereto arising out of or relating to this Agreement or the breach thereof shall be finally settled by confidential arbitration conducted under the rules of the International Chamber of Commerce (ICC). The seat of the arbitration shall be in London and language of the arbitration proceedings shall be English.

## **18. FORCE MAJEURE**

Neither Party shall be liable for damages nor otherwise for any failure or delay in performance of any obligation hereunder, other than obligation to make payment, where such failure or delay is caused by *force majeure*, being any event, occurrence, or circumstance reasonably beyond the control of that Party, unforeseeable and not within the control of the Party claiming suspension and which by exercise of due diligence such Party is unable to prevent or overcome and which renders the performance of the Agreement by the said Party impossible. This shall include, but is not limited to failure or delays caused or resulting from Acts of God, strikes, fires, floods, embargoes, wars, civil disturbances, restrictions imposed by Governmental authorities. The Party affected by a force majeure event shall notify the other Party as soon as it is practicable, and no later than five (5) calendar days, of the occurrences of the force majeure event and its effect on the party's ability to fulfill its obligations.

The performance of the Agreement shall be extended during any period in which the performance shall be delayed or prevented by reason of any of the foregoing causes up to a total of thirty (30) days. If the performance of the Agreement shall be so delayed or prevented for more than thirty (30) days, either Party may terminate the Agreement upon written notice to the other Party.

In case a force majeure event would prevent the Host from continuing to discharge, store, deliver or release Guest's Products in/from the Facilities, no fee or charge shall be payable by the Guest for the period during which the Host is unable to perform the Services as a result thereof.

## **19. NOTICES**

Any notice required to be given under this agreement and any notice or process required to be given or served on either Party, unless specified otherwise, shall be deemed so given or served if sent by registered post or served in person at the parties respective registered offices seven days from the date of postage in case of registered post and same day in case of personal service or e-mail.

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However, confirmation on receipt shall be sought whenever possible, and by available means to forestall disagreement.

## **20. COMPLIANCE WITH REGULATIONS CONCERNING HEALTH, SAFETY AND ETHICS**

### **Safety and the environment**

The Host acknowledges that it is solely responsible and has exclusive control over operations within the Facilities and other premises and facilities in which the obligations arising under this Agreement shall be performed. It is also solely responsible for all leaks, spills, releases and other discharges which occur in the handling of all materials associated with the performance of this Agreement, including discharges of substances off site. This obligation ceases once the product is loaded in the guest's nominated trucks in case of truck loadings and in case of pump over once the product pass the last flange of the host installation piping system.

The Host acknowledges that the products are likely to be dangerous. In this respect, the Host shall:

- a) take all reasonable precautions in order to minimise any risk in the performance of its obligations under this Agreement in favour of the Guest;
- b) notify their employees and subcontractors of this risk and protect them from it.

The Host shall ensure that all equipment used for the performance of the Agreement is in perfect working order, is complete, has the accessories or associated equipment required for its operation and is suited to the work to be carried out having regard to the strictest safety standards in force.

Each of the Parties shall, at the time of delivery and receipt of the Products, ensure compliance by its personnel or by the personnel of its subcontractor, of internal regulations in force at the place of delivery, including internal regulations and instructions and regulations applicable in matters of health and safety. They shall therefore be bound in particular to comply with any accident prevention plan, the constraints of the place of delivery in terms of working hours or other specific constraints, procedures and technical instructions issued during their intervention at the place of delivery.

The Host shall maintain strict discipline and shall ensure the proper conduct of its personnel and the personnel of its subcontractors. It shall maintain a regularly updated policy in force concerning drugs, alcohol and tobacco. Thus, it shall guarantee that no alcohol, tobacco, drugs or other prohibited substance is taken or consumed before or during the performance of this Agreement.

### **Compliance with regulations, standards, procedures and professional ethics**

Parties undertakes to perform the Agreement professionally and with all due care and attention, and shall in particular comply with:

- a. The Law,
- b. The strictest operational safety rules in force concerning the protection of persons and property,
- c. The strictest standards in force concerning the protection of the environment,
- d. The strictest industrial standards and the highest quality of work standards that are known for works of a similar nature in this sector.

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- e. The specifications, proper performance guarantees, deadlines, conditions of a practical nature and levels of quality provided for in the Agreement and in the orders.

Unless provided otherwise, the duties and obligations of the Parties are *obligations de résultat* [strict obligations to attain a specific objective] in terms of quality, deadlines and services.

The Parties shall ensure that the members of its personnel or its subcontractors carry out their tasks in a manner which is at all times helpful, courteous and compliance with the most demanding professional standards in terms of hospitality service.

The Parties shall comply with labour law in the country in which this Agreement is performed, including law on undeclared labour, and shall ensure compliance therewith by its agents and subcontractors. The Host certifies that it and its own contractors, agents and subcontractors do not make use of child labour, nor any other method of work which is contrary to the principles recognised by the International Labour Organization.

Each Party represents and warrants that it has not and shall not offer to pay, promise to pay or authorise the payment of any sum of money, gift, object of value or any other advantage whatsoever, whether directly or indirectly, to any public official or to other person in the knowledge of a strong likelihood that all or a significant portion of the sum or object of value in question shall be offered, given or promised, either directly or indirectly, to a public official:

- a) with the aim of obtaining an advantage or misplaced benefit concerning the business considered in this Agreement, or
- b) with the aim of affecting or influencing an act, decision or omission by said official, or
- c) with the aim of obtaining or conserving orders relating to this Agreement, or
- d) with the aim of inciting the placing of orders connected with this Agreement in favour of any person, or
- e) with the aim of obtaining an advantage or misplaced benefit, or
- f) where the payment, gift or advantage in question infringes laws or principles described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997.

Each Party may terminate the Agreement forthwith upon written notice to the other at any time, if in their reasonable judgment the other is in breach of any of the above representations, warranties or undertakings.

Within the meaning of the present article 20, a public official is defined as a leader or employee of a government or department, agency, subdivision or body of the same, or any person acting officially in the name of said government, department, agency, subdivision or body, whether appointed, elected, honorary or employed. This definition includes any person holding legislative, administrative or judicial office including any person carrying out public duties on behalf of a public body, State-owned enterprise or international public organisation (for example the United Nations, the IMF, the World Bank, etc.).

## 21. RIGHT OF AUDIT

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The Guest may, on or before the commencement of this Agreement and at any time during its term, appoint independent surveyors and/or the Guest's internal controllers at its own expense, to ensure suitability of the Facilities and processes directly related to the storage of the Guest's product and the performance of the Services contemplated in this Agreement ("Audit"). Before conducting such Audit, the Guest will provide the Host with reasonable notice. The Guest will only be permitted to conduct an Audit during normal business hours and in a manner so as to not interfere with the Host's performance of the services or the Host's performance of services to other users. The Guest is entitled to appoint an independent surveyor to take samples during the normal working hours of the Facilities and Parties shall reasonably cooperate with one another to facilitate the Guest's sampling.

The Host shall keep all records that may reasonably be required for any audit for a period of not less than three years, or for so long as required under the applicable laws, whichever is longer.

## **22. ACCIDENT REPORTING**

22.1 The Host shall immediately report by telephone and by email in accordance with Article 22.1 and 22.2 below any accident with respect to Health Safety Environment and Security at the Facilities. For the purpose of this clause an accident means any sudden, undesirable event on a given date which causes injury to a person, damage to assets or property, or harm to the environment.

22.2 Any reporting of an accident must contain available details, such as date and time of the accident, its location and description, details/parts of the facility affected (identification of the tank, of the dock, etc.), resources at risk (product characteristics, quantity), consequences, steps taken to fight the Accident, and any other information as the Host deems relevant.

22.3 Any reporting of an accident pursuant to this Article 22.1 must be made in writing to group mail: TOTAL-TZ-SUPPLY@total.co.tz, and by telephone to one of your usual operational contacts, (or to the operational contacts in the Notice provision of this contract).

## **23. CHANGE OF CONTROL**

In the event that any change of Control of the Host or of the facility or a change of operator (including but not limited to change of warehouse operator, terminal operator) or transfer of its shares, the Host undertakes to inform in writing the Guest 15 days prior the change of control. Within a reasonable time after being aware of that change, the Guest will inform the Host of its decision to terminate or continue this Agreement without being liable for any indemnity to the Host. Control means the power, direct or indirect, of one person to direct or cause the direction of the management or policies of another, whether by contract, through voting securities or otherwise.

## **24. CHANGE OF REGULATION**

If, after the commencement of this Agreement, any change in any applicable law requires the installation of material facilities or fixtures at the Facilities or requires material changes in the scope of the Services, the Host will notify the Guest of the required change and seek agreement to either proceed with such installation of facilities or fixtures, or to make such necessary changes to the Host's operating procedures, as applicable.

If the Parties are unable to reach agreement regarding such necessary changes to Facilities or procedures, the Host may elect to proceed with the installation of new facilities or fixtures, or to make such necessary changes to its operating procedures or to terminate this Agreement. In which

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event, the Host shall provide a cost estimate to the Guest of all new facilities and fixtures and any reasonable additional costs of such fixtures or facilities or changes in its operating procedures to be allocated to the Guest based upon the Guest's percentage of Products volume throughput affected by such changes. If the Guest objects to such additional costs, the Guest may terminate this Agreement in whole or in part upon giving the Host three (3) months advance written notice.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the days hereinafter appearing.

**SUPER STAR FORWARDERS CO. LTD.**  
**DEPOT OPERATIONS**  
P. O. Box 16541  
DAR-ES-SALAAM

GENERAL MANAGER  
For and on behalf of  
**SUPERSTAR FORWARDERS COMPANY LIMITED**

Witnessed by:

Name: Soumya Honore

Signature:

DATE: 15/01/2020

**SUPER OILS PETROLEUM Co. LTD**  
P. O. Box 40296  
DAR ES SALAAM

DIRECTOR  
For and on behalf of  
**SUPER OIL PETROLEUM COMPANY LIMITED**

Witnessed by:

Name: MARYAM FARID

Signature:

DATE: 15/01/2020

**A. HOSPITALITY FEE**

The Guest shall pay the Host a hospitality fee within the due dates as set out herein under.

S/N	PRODUCT NAME	STORAGE & THROUGHPUT CHARGES IN US \$/MT FOR FIRST 30 DAYS	STORAGE & THROUGHPUT CHARGES IN US \$/MT AFTER EVERY 30 DAYS
1	JET A-1	3	3
2	AGO	3	3
3	MSP	3	3
4	HFO180	3	3

**B. THIRD PARTY COSTS**

The Guest shall pay the Host all the prevailing third-party handling charges upon presentation of invoices/debit notes and within the due date thereof, as per charges to be agreed upon by both Parties.

**C. DUTY**

The Guest shall pay directly to the Government all prevailing Government duties, taxes, levies and other statutory taxes etc levied by a relevant authority.

**D. PUMP OVER FROM ANOTHER TERMINAL**

For any Product pumped from another terminal, the Host shall recognize the actual product received in the Facilities and that is the quantity which will be used during reconciliations.

**E. TANK TO TANK TRANSFERS**

For any tank to tank Transfer, no losses will be supported by the Guest.

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APPENDIX II

## HFO SPECIFICATIONS

### PROPERTIES OF HEAVY FUEL OIL 180 cSt

<u>SPECIFICATION LIMIT</u>	<u>TEST STANDARD</u>	<u>LIMITS</u>
Appearance	Visual	Opaque/ Black
Viscosity at 50 °C cSt	ASTM D-445	160<V<180
Density at 15 °C kg/l	ASTM D1298	0,98<D<0,991
Conradson Carbon Residue % by wt	ASTM D-189	max 11
Sulfur content % by wt.	ASTM D-4294	2.5 (Maximum)
Vanadium content, mg/kg	D1548	100 (maximum)
Asphaltenes % by wt.	IP-143	max 14
Ash content % by wt.	ASTM D482	0.1% (Maximum)
Sodium content, mg/kg	D1318	25
Water content by distillation	ASTM D95	0.4% (Maximum)
Pour point, Upper (maximum)	ASTM D97	18°C (Maximum)
Flash Point Closed Pensky-Marten	ASTM D93	66 °C (Minimum)
Calorific Value Gross (Lower Heat Value)		42000 kJ/kg (Minimum)
Total Sediment potential %wt	ASTM D473	0.10(max)
Total Acid Number, mgKOH/g	ASTM D 664	Report
API Gravity at 60/60 (Degree F)	D287	min 11.3

Other:

Fuel shall be without contamination by the addition of lubricating oils, or similar refined oils, and otherwise as provided in this Agreement.

And the sodium/vanadium content must be  $\leq 1/3$ .

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