



Camel Oil (T) Ltd

Kurasini Terminal

Reference No.

CAMEL/FALLZY/02/DEC/2024

Hospitality Agreement

between

CAMEL OIL (T) LTD



and

**FALLZY ENERGY
COMPANY LIMITED**

01st December, 2024

HOSPITALITY AGREEMENT FOR STORAGE OF DIESEL (AGO) AND PETROL (PMS)

This agreement will be valid for the period of one (1) year from **01st** Day of **December**, year **2024**

BETWEEN

CAMEL OIL TANZANIA LIMITED, a limited liability company incorporated under the Laws of The United Republic of Tanzania having its registered office at Kurasini, Mandela Road, P. O. Box 22786, Dar es Salaam, Tanzania, hereinafter referred as "host" (which term shall so far as the context admits be deemed to mean and include its successors-in-interest and assigns) of the **ONE PART**

AND

FALLZY ENERGY COMPANY LIMITED a limited liability company incorporated under the Laws of the United Republic of Tanzania having its registered office at Kinondoni District, Msasani Ward, Postal Core 14111, Mikocheni Plaza near Warioba P. O. Box 80 Dar es Salaam, Tanzania, hereinafter referred as "guest" (which term shall so far as context admits be deemed to mean and include its successors in interest and assign) of the **OTHER PART**

Whereas the Guest wishes to make use of the Hosts facilities at the aforementioned location for the purposes of receiving, storing, handling and loading onto road trucks (Throughput Hospitality) of Premium Motor Gasoline (PMS) and Automotive Gas Oil (AGO) for local trade and transit trade. The Host is willing to make available to the Guest and to charge the Guest for the use of their facilities for the purpose of Throughput Hospitality.

Now therefore this agreement withnesseth and it is hereby agreed and understood between the parties hereto as follows:

1. PLANNING FOR IMPORT NOMINATION

The Guest will be required to place in writing at least their monthly requirement of product ullage at our Dar Es Salaam terminal, in advance, through the import Product nomination arrangements. The import nomination should be received by the Host 15 days in advance of the arrival of the Vessel to enable the Host plan for product receipt and avoid any product ullage problems.

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.

2. PRODUCT MEASUREMENT

All Products delivered into the Host's tanks, whether by pump over or by direct import shall be accounted for in the following manner:

- a) An independent Inspector will be requested to ascertain the quantities and grades received into tanks designated by HOST. The received amount shall be determined by the "before and after dip" of the product received into the tank in question, adjusted to twenty (20) degrees Centigrade. In case concerned government Authorities in Tanzania introduce 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, all disputes relating to any receipt loss shall be resolved between Tanker ship/Road Tanker owner/Independent Inspector and Guest only.
- 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 and all disputes relating to any receipt loss shall be resolved between the appointed surveyor and Guest only.
- c) Tanzanian regulations require that the accounted volume shall be based on both meters and vehicle dips duly calibrated by the Government Weights and Measure department, and adjusted at 20 degree 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 tank as certified by the nominated surveyor. The lifting's of the Guest's product will be netted off the stocks held by the Host at Dar Es Salaam. Positive balances will be carried forward to the following month. Negative balances will not be permitted, and should there not be sufficient at Dar Es Salaam to recover the Guest's lifting's, then those lifting's will not be permitted unless the Guest requests for arrangements with the Host.

- d) For the purpose of accounting STOCK figures taken will be determined as follows: -

Prorated quantities as per Surveyor's report

Less: Shared Loss

Less: Standard (MI Loss)

Net Balance.....

The Net Balance arrived at, will serve as the opening balance of stocks.

5. LOSSES IN STORAGE/THROUGHPUT

Risk and Control - Risk and control of the product's quality passes from Guest to Host as soon as the products enter the depot and back to the Guest as domestic trucks leave the depot gates.

- 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.
- 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.
- c) Any stock the Guest holds at Dar es Salaam will be subjected to Main Installation Losses (MIL), each month, 0.3% for Automotive Gas Oil (AGO) and 0.5% for Premium Motor Spirit (PMS) as per attached Appendix on page 13.
- d) These rates will apply at the beginning to the total volume received into the Guest's storage in any one month and adjusted to twenty (20) degrees Centigrade as shown in the final outturn report of the independent inspectors (surveyors) including the Petroleum Bulk Procurement Agency (PBPA) surveyor. These losses will be closely monitored and shall be adjusted in the stock account of the Guest, as reduction in stock.
- e) On the other hand, the same rates will be applicable to the quantity remained into the guest storage facility after every thirty days.

6. TITLE IN PRODUCT

Ownership of and title to the Guest's products in the Host's Depot shall always vest with the Guest and shall not be dealt with or sold without the prior written authority of the Guest or its bank as specified in Clause 2 (e). Logistical movement of the products within the Terminal shall not be considered as dealing or selling as envisaged under this clause.

7. QUALITY OF PRODUCT

- a) The quality of product to be laid down in the Host's location shall meet the minimum specifications as currently accepted by the Industry in Tanzania.
- b) Any contamination of the Host's product as a result of the Guest discharging or supplying off-specification product, shall be deemed to be the fault of the Guest, and all costs arising from such a contamination, including but not limited to the replacement of any Host product so contaminated, shall be for the Guest's account.
- c) Any contamination of the Guest's product as a result of the Host discharging or supplying off-specification product into the segregated tanks, shall be deemed to be the fault of the Host, and 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
- d) Procedures for determination of quality will be as required by Tanzania Ministry of Energy and Minerals or any other recognized authority such as Energy and Water Utilities Regulatory Authority and Tanzania Bureau of Standards.

8. CHARGES

Storage Fee:

- a) The Host shall charge the Guest a Hospitality Fee of **USD SIX AND ZERO CENTS \$ (6.00)** for Automotive Gas Oil (AGO) and Premium Motor Spirit (PMS) exclusive VAT per cubic meter (M³), which shall be attributed to the volume received at (20°C) twenty degrees centigrade for the first thirty (30) days into the Host's storage tanks.

- b) The remaining stock after thirty (30) days will be charged **USD \$ FIVE AND ZERO CENTS \$ (5.00)** for Automotive Gas Oil (AGO) and Premium Motor Spirit (PMS) exclusive VAT per cubic meter (M³). (Refer to appendix on page 13).

9. PAYMENT

- a) Storage Fee shall be payable once the Guest's product has been received into the Host Storage Tank and the subsequent invoice issued accordingly.
- b) Storage Fee will become due and payable within five (5) days from the day of receiving the invoices of the month in question. Delayed payments shall attract penalty charges, currently levied at a rate of 2 (two) % per month or part thereof.
- c) Both Storage Fee and Handling Fees, shall be subject to a periodic review at intervals of not less than (12) months. Both the Guest and the Host shall have the right to call a meeting to discuss the fees aforementioned.
- d) Should the two parties be unable to agree to any amended Fee, then this Agreement shall be deemed to have been terminated. The guest will then be required to remove any outstanding product remaining in the Host's tanks, as quickly as is practically possible, but in any event within a period not exceeding three (3) months, during which time the above-mentioned charges would apply.
- e) In the case there are unpaid invoices, CAMEL OIL may at its sole discretion, withhold products as security for payment of the unpaid invoices however, only up to the value of unpaid invoices.
- f) In the case where a Guest expect to pay hospitality charges to the Host in Tanzania Shillings (TZS) instead of the issued invoices of the United States Dollars (USD), Guest should ask the Host officially for the exchange rate of the particular day.
- g) Tanzania Shillings figures which appeared on the Host USD invoices is for TRA purposes only and should not be considered for payment.

10. REVIEW

Any changes in the Tanzania Government Policy relating to the business shall be applied without having to seek amendments to this agreement.

Review of other terms and conditions would be subject to negotiation and mutual agreement.

11. RENEWAL

This hospitality arrangement shall be renewable, on a mutually acceptable basis as agreed between the Host and the Guest from time to time. However, the Guest must ensure that at least one month notice is given, should the Guest wish either to extend the Agreement beyond the stated end of Agreement date, or to terminate the Agreement, prior to the stated end of Agreement date.

12. ADMINISTRATION

To enable efficient stock planning and to reduce congestion on the loading facilities at the above-mentioned Installation, the Guest is required to ensure that ample notice is given for planning liftings. The Host will bear no responsibilities for delays to loadings caused as a direct result of late information given by the Guest.

13. DOCUMENTATION

- a) The Host requires a list of authorized signatories along with specimen signatures.
- b) Current Industry standards shall apply for all documentation procedures. Orders will be submitted to the Host on official order Forms, in quintuplicate, and also the order should be sent through official email as verification procedure.

14. INSURANCE & LIABILITY

- a) All the Guest's product handled by the Host under the provisions of this Agreement shall remain the property of the Guest, at all times. It will be the responsibility of the guest to insure the product whilst it is located in the Host's tanks.
- b) The Host shall not be liable to the Guest nor to any other Third party, for any loss, damage, personal injury or death sustained by the Guest or by any Third party, arising out of or relating to the Guest's performance or negligence in its of its obligations hereunder.
- c) The Host shall hold the Guest harmless in respect of any Third-party claim arising directly from the Host's operations of its facilities, under this Agreement, however the Host shall in no way be responsible for any consequential losses incurred by the Guest, for whatever reason, irrespective of the causes of such consequential loss.
- d) Notwithstanding the above, in the event of liability to the Guest or a third party with respect to loss, injury or death that may occur as a result of the Host's negligence or misfeasance of any obligation hereunder, liability of the Host shall remain.
- e) The Host will ensure that it maintains adequate insurance for the Terminal premises.

15. INDEMNITY

- a) The Guest shall perform and observe all the covenants, conditions, stipulations, restrictions and provisions of the agreement and shall indemnify and keep indemnified the Host and its estate and effects from and against all actions, proceedings, costs, expenses, damages, claims and demands in respect of or arising from any action or non-performance.
- b) By the Guest. If such action of non-performance shall constitute cause of a claim, demand, levy or execution against the Host by a third party AND THAT all expenses costs and damages incurred, paid or sustained by the Host by reason of any such action or non-performance of obligation or obligations shall be deemed to be expenses properly incurred by the Host in relation to performance of the Agreement and same shall be recoverable from the Guest within fourteen (14) days from the date of notice for reimbursement.

- c) In the event that the Guest is subject to similar claims, etc., stated above and which arise from the actions, non-performance or negligence of the Host, then any expenses (as specified above) may be similarly recoverable by the Guest from the Host.

16. APPLICABLE LAW

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

17. FORCE MAJEURE

- a) Neither party shall be liable for any failure to fulfill any terms of this Agreement if fulfillment is delayed, hindered or prevented, in whole or in part by any circumstances whatsoever which is not within its immediate control for a period of thirty (30) days or more.
- b) Elements constituting force Majeure shall include but not be limited to, labour dispute, strike, civil commotion, embargo, contagious diseases, act of Government, outbreak of war, riots, civil disorder, storm and the like. The Party affected by a force majeure event shall notify the other party as soon as it is practicable of the occurrences of the force majeure event and its effect on the party's ability to fulfill its obligations.

18. ARBITRATION

- a) Any dispute, controversy or claim arising out of relating to the Agreement or any breach thereof shall only be settled by arbitration.
- b) In the event of such dispute, controversy or claim, either party may by notice to the other party require the dispute, controversy or claim in question to be referred to the arbitration of a single arbitrator, on whose appointment both parties shall agree.
- c) If the parties fail to agree on the appointment of a single arbitrator as under (b) above within sixty (60) days from the service of the aforesaid notice, such dispute, controversy or claim shall be settled by arbitration of one arbitrator appointed by the Chairman or the Chartered Institute of Arbitrators, Tanzania (Branch).

- d) Judgment upon award rendered, may be entered as a decree of the court in any court having jurisdiction or application. It may be made to such Court for a judicial acceptance of the award and any order of enforcement, as the case may be.

19. CONFIDENTIALITY

- a) Each party shall at all times use all reasonable endeavours to keep confidential all Confidential Information, shall use all reasonable endeavours to prevent its officers, employees and agents from making any disclosure to any person of any Confidential Information and shall not use or disclose such information except with the consent of the other Party. The restriction in this Clause shall not apply to any information which:
- i) is publicly available or becomes publicly available otherwise than as a result of a breach of this Clause;
 - ii) was in the possession of that Party prior to entry into this Agreement;
 - iii) is disclosed to a Party by a third party which did not acquire the information under an obligation of confidentiality;
 - iv) is independently acquired by a Party; or
 - v) required to be disclosed by a Legal Requirement.
- b) The provisions of this Clause shall survive this Agreement.

20. NOTICES

- a) 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.

CAMEL OIL TANZANIA LIMITED

P. O. Box 22786

Kurasini, Mandela Road

Dar es Salaam

Tanzania

anwar.omar@amsonsgroup.net

saleh.bajber@amsonsgroup.net

FALLZY ENERGY COMPANY LIMITED

Postal Code 14111

Mikocheni Plaza

Warioba Street

Dar es Salaam

Tanzania

Faizfaraj.abri@gmail.com

- b) For the process of the loading orders the above email should be used in sending orders.
- c) The signatories and supervisor should be introduced by the one who will be signing this agreement.

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

For and on behalf of

For and on behalf of

Camel Oil (T) Ltd

Fallzy Energy Company Limited

Signature: _____

Signature: _____

Name: SALEH BABER

Name: FAIZ ABAY

Designation: GENERAL MANAGER

Designation: DIRECTOR

Date: 28/12/2024

Date: 21/12/2024

Witnessed by:

Signature: _____

Signature: _____

Name: MAIYA YAMLINGA

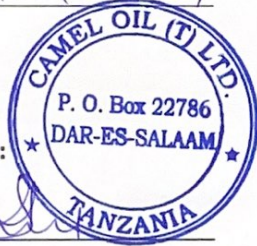
Name: ALY PONDWA

Designation: ADVOCATE

Designation: DIRECTOR

Date: 28/12/2026

Date: 21/12/2024



Appendix 1

A. Storage / Handling Fee:

The guest shall pay the host a hospitality / storage fee within the due dates as set out herein under, for every five (5) days or part thereof.

Description:	Charges US \$/ M³
Hospitality Fee for AGO and PMS US \$/M ³ USD	Six and Zero Cents (6.00)
Storage Fee for AGO and PMS US \$/M ³ USD	Five and Zero Cents (5.00)

NB: all rates above are VAT 18% exclusive

B. Third Party Costs:

The guest shall pay the HOST all the prevailing third-party handling charges, upon presentation/ debit notes as per the standard EWURA charges agreed by both parties. Such costs will include but not limited to the following: marking fees, TIPER charges, WMA fees, etc, and payable within the due date thereof.

C. Hospitality and Storage Losses:

The hospitality and storage losses shall be borne by the guest each month at the rate tabulated hereunder:

Product Rate of Throughput MI Loss:

- (i) Premium Motor Spirit (PMS) 0.5%
- (ii) Automotive Gas Oil (AGO) 0.3%



CRDB BANK PLC,
MKWAWA BRANCH,
P.O. BOX 177, IRINGA,
Email: info@crdbbank.com
Website: www.crdbbank.co.com

Ref: CRDB/MKW/VOL.1/2025/01

2nd January, 2025

DIRECTOR,
MINISTRY OF ENERGY AND MINERALS,
EWURA,
P.O. BOX 40488,
DODOMA.

RE: FALLZY ENERGY COMPANY LIMITED

The heading above is concerned.

FALLZY ENERGY COMPANY LIMITED is one among our good customer holding TZS account No. **015C0003E7NOO domicile Mkwawa Branch**. It operates within bank procedures and has no faulty records since then to date.

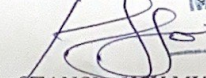
However as far as the credit lines are concerned upon request credit application of Tshs 1,500,000,000/= (Say; Tanzanian Shillings One Billion Five Hundred Million Only) for the same business operations will only be entertained if the terms and conditions for the loan are met.

This information provides has **no** liability to the Bank or its staff that may be associated with the usage of this information.

Should you need more clarification on the subject matter please do not hesitate to either contact the undersigned

Regards,

CRDB BANK PLC


STANSLAUSY MWENDU
BRANCH MANAGER.

CRDB BANK PLC,
MKWAWA BRANCH, 47

BRANCH MANAGER

Dr. Ally Hussein Laay (Board Chairman), Mr. Abdulmajid M. Nsekela (Managing Director), Mr. Martin Steven Warioba (Member), Ms. Rose Felix Metta (Member), Mr. Boniface Charles Muhegi (Member), Mr. Hosea Ezekiel Kashimba (Member), Prof. Neema Munisi Mori (Member), Mr. Jes Klausby (Member), Prof. Faustine Karrani Bee (Member), Dr. Fred Matola Msemwa (Member), Mr. Abdul Ally Mohamed (Member), Ms. Ellen Gervas Bwijage, Mr. John Baptist Rugambo (Secretary)

Classification: CRDB Internal