**Service Agreement**

**THIS AGREEMENT** is made and entered into on [date] by and between

1. Sinopec Lubricant (Singapore) Pte. Ltd. (Registration Number: 201010257K), a company duly incorporated under the laws of Singapore, with its registered address at 150 Tuas South Avenue 5 Singapore 637363; and

1. [Company name] (Registration Number: XXX), a company duly incorporated under the laws of XXX, with its registered address at XXX (the “**Contractor**”).

(hereinafter individually referred to as the “**Party**”, collectively referred to as the "**Parties**").

**WHEREAS:**

A. The Contractor agrees to provide certain services to SINOPEC's customers at the ports specified in **Appendix 7** (Service Fees & Ports) (hereinafter referred to as the "Services"), and SINOPEC agrees to accept the said Services on the terms and conditions set forth herein.

B. Accordingly, the Parties have agreed to enter into this Agreement for the provision of the Services.

**1. Scope of Services**

**1.1** The Contractor shall provide a bonded warehouse located at **[[Inventory Location & Address]]**, which is lawfully leased by the Contractor, to serve as a storage facility for SINOPEC's lubricant products (the “**Products**”). The location of the bonded warehouse may be amended by the Parties in writing. The Contractor shall ensure that the storage and ancillary facilities of the said storage premises comply with all relevant safety, fire protection, and environmental requirements and regulations.

**1.2** The Contractor shall, upon receipt of a written notice from SINOPEC (e.g., via email or SINOPEC's online platform), provide safe and efficient storage, delivery, and supply services related to the Products.

**1.3** The Contractor warrants and guarantees that the Services provided shall be in compliance with the requirements of this Agreement.

**1.4** The Contractor shall be responsible for the custody, safe storage, and timely supply of the Products and shall not, in any manner, dispose of or sell the Products without the prior written consent of SINOPEC.

**2. SINOPEC’s Product Reception**

**2.1** SINOPEC shall, no later than seven (7) business days prior to the delivery of the Products, notify the Contractor in writing of the relevant information, including the name, grade, quantity, packaging, and estimated time of arrival (ETA) of each batch.

**2.2** The Contractor shall ensure all customs declaration documents are complete and shall promptly notify SINOPEC of any missing or incomplete documents. Upon arrival of the Products at the port, the Contractor shall promptly complete customs clearance procedures and ensure the Products are stored in the bonded warehouse without undue delay.

**2.3** Upon receiving the Products, the Contractor shall inspect the packaging for integrity and verify the product type and quantity. The Contractor shall notify SINOPEC in writing to confirm the type and quantity of the received Products (the “**Confirmation**”) within two (2) business days of their delivery to the bonded warehouse, regardless of any discrepancies. If there are any discrepancies in the product type and/or quantity, the Contractor shall immediately notify SINOPEC in writing and provide a detailed explanation of the reasons for the discrepancy (together with relevant supporting documents or information) in the Confirmation. If the Contractor fails to provide SINOPEC with the reasons for any purported shortage in quantity and/or discrepancy in type (together with the necessary supporting information) in the Confirmation, it shall be deemed as an unconditional acceptance of the delivered Products by the Contractor and a waiver of all claims, and any liability on the part of SINOPEC shall accordingly be extinguished and/or fully discharged.

**2.4** In the event of damage and/or deformation to the Products during transit, the Contractor shall promptly notify SINOPEC in writing and provide full assistance to SINOPEC in resolving the issue. In such event, the Contractor shall not, in any manner, dispose of or handle such damaged Products without the prior written authorisation of SINOPEC, unless a mandatory disposal is required by any applicable governmental department or agency (including but not limited to Customs).

**2.5** The risk of any loss of or damage to the Products shall be transferred in accordance with the **Incoterms® 2020** rules agreed between the Parties. SINOPEC shall at all times own and retain title to and full proprietary rights in the Products. All risk of damage to and loss of the Products shall pass to the Contractor from the time of their delivery to the Contractor. The Contractor shall assume full responsibility for the safety and integrity of the Products throughout the storage and management period. To ensure the Contractor fulfils this obligation, the Contractor shall pay a performance bond to SINOPEC in accordance with this Agreement. In the event of any loss of the Products, SINOPEC shall have the right to deduct the corresponding amount directly from the said performance bond to compensate for the loss, in accordance with this Agreement.

**2.6** For Products delivered in bulk (in flexitanks or ISO tanks), the Contractor shall, prior to transferring the Products from the flexitanks or ISO tanks to Intermediate Bulk Containers (IBCs), take one (1) 100ml retention oil sample for each Product and label it accordingly. The Contractor shall retain the retention oil samples collected for one (1) year. The Contractor shall record the entire process of the transfer from flexitanks or ISO tanks to IBCs with video and photographs, and to provide the videos and photographs to SINOPEC upon written request.

**2.7** Unless otherwise agreed in writing, SINOPEC shall be responsible for bearing the insurance costs of the Products during sea transit (from the loading port to the discharge port), with the insurance coverage extending to all risks during transportation.

**3. Storage of SINOPEC's Products**

**3.1** The Contractor shall store all Products delivered by SINOPEC in accordance with their respective types, ensuring they are placed in a clean, dry, and secure warehouse. The storage conditions shall at all times safeguard the integrity and quality of the Products.

**3.2** The Contractor shall maintain accurate and up-to-date records of all Products received, dispatched, and held in storage. The Contractor shall carry out a physical stock verification and review of storage conditions at the end of each calendar month. A detailed inventory report shall be submitted to SINOPEC by no later than the fifth (5th) calendar day of the following month. Such report shall include, without limitation, the Product name, opening stock quantity, quantities received and dispatched during the month, and closing stock quantity.

**3.3** SINOPEC and the Contractor have agreed to maintain a safety stock of [[XXX]] tonnes. The Contractor shall provide a deposit to SINOPEC equivalent to no less than the prevailing value of the agreed safety stock. The deposit shall be maintained in accordance with the agreed stock level. Upon supply of oil to SINOPEC by the Contractor, SINOPEC shall promptly replenish the safety stock. If the safety stock level is adjusted, the Contractor shall pay the corresponding increased deposit within [[X]] business days in the case of an upward adjustment, or SINOPEC shall return the corresponding reduced portion of the deposit in the case of a downward adjustment.

**3.4** Unless expressly instructed otherwise by SINOPEC in the relevant delivery order, the Contractor shall manage the inventory on a first-in, first-out (FIFO) basis. Should the Contractor fail to comply with this principle, resulting in the expiry of Products, the Contractor shall bear all resulting losses. SINOPEC reserves the right to either deduct the value of such expired Products from the Contractor’s deposit or to require the Contractor to compensate SINOPEC for the loss incurred.

**3.5** In the event that any limitation or time restriction is imposed by Customs or any other competent authority on the storage period of the Products, the Contractor shall notify SINOPEC at the earliest opportunity and shall provide all necessary assistance in facilitating alternative arrangements. Any reasonable costs arising from such arrangements shall be borne by SINOPEC.

**3.6** The handling and treatment of slow-moving inventory shall be conducted in accordance with the directions and policies of SINOPEC.

**4. Distribution and Supply of Products**

**4.1 SINOPEC's Responsibilities and Obligations:**

**4.1.1** SINOPEC shall provide the Contractor with delivery orders confirmed by SINOPEC and/or SINOPEC's customers and the Contractor via SINOPEC's online platform or email.

**4.1.2** SINOPEC may, at its sole discretion, cancel a confirmed delivery order with notice to the Contractor, without incurring any further liability.

**4.1.3** SINOPEC shall be responsible for arranging shipping to the designated port and bearing the corresponding shipping and related costs.

**4.2 Contractor's Responsibilities and Obligations:**

**4.2.1** Upon receipt of an enquiry from SINOPEC and/or any customer of SINOPEC, the Contractor shall promptly contact the relevant shipping agent to confirm the estimated time of arrival (ETA), estimated time of departure (ETD), proposed delivery date, any additional charges (if applicable), availability of sufficient stock, the suitability of the designated berth for supply, and the technical feasibility of pumping the Products (taking into consideration factors such as voltage compatibility, pumping equipment requirements, and local conditions in the relevant jurisdiction). The Contractor shall, within two (2) hours of receiving such enquiry, confirm to SINOPEC and/or its customer whether the requirements set out in the enquiry can be fulfilled, and shall obtain written confirmation of any associated costs. Should the Contractor be unable to meet any such requirements for any reason, it shall immediately notify SINOPEC and/or its customer via SINOPEC’s designated online platform or by email, providing a detailed explanation of the reasons and any relevant information.

**4.2.2** The Contractor shall ensure the timely delivery of the quantity and specification of Products set out in the applicable delivery order to the port designated therein. The Contractor shall bear full responsibility for all costs incurred in connection with customs clearance, transportation, and storage of the Products from the arrival port to the warehouse.

**4.2.3** In the event of an anticipated shortage of any Product, the Contractor shall notify SINOPEC no later than seven (7) Business Days prior to the scheduled delivery date.

**4.2.4** The Contractor shall immediately notify SINOPEC of any circumstances or events that may reasonably be expected to affect the delivery of the Products, save as otherwise stated in this Agreement.

**4.2.5** The Contractor shall ensure that the Products are delivered in a timely manner and in accordance with the terms and conditions set out in the relevant delivery order.

**4.2.6** When delivering the Products, the Contractor shall provide the following supporting documents:

(a) A Letter of Declaration (Appendix 1);

(b) A Pre-Supply Checklist (Appendix 2); and

(c) A Marine Lubricant Delivery Receipt (Appendix 3).

**4.2.7** The Contractor shall supply and deliver the Products to the vessel designated by SINOPEC in strict accordance with the Product Service Specification provided by SINOPEC at the time of tender invitation.

**4.2.8** A duly authorised representative of the Contractor and the person in charge of the receiving vessel (the “**Receiving Vessel Personnel**”) shall be present throughout the delivery of the Products. Prior to the commencement of pumping or any other delivery activity, they shall jointly inspect and verify the flow meter readings, the quantity and type of Products, the packaging, and the integrity of seals. Upon completion of the delivery, the Contractor shall procure the signature of the Receiving Vessel Personnel on the Marine Lubricant Delivery Receipt.

**4.2.9** The Contractor shall supply the Products to the Receiving Vessel using one of the following methods:

**(a)** **Bulk supply via tanker truck or barge:** The Contractor shall deliver the Products in bulk using a tanker truck or barge to the side of the Receiving Vessel. The quantity delivered shall be confirmed based on metering data from the supplying tanker truck or barge. Prior to commencement of pumping, and under the supervision of the Receiving Vessel Personnel, the Contractor shall draw two (2) retention samples of 100ml per Product, properly labelled. One sample shall be retained by the Contractor and the other by SINOPEC’s customer, each for a minimum period of two (2) months.

**(b)** **Intermediate Bulk Containers (IBCs):** The Contractor shall transport 1,000L IBCs to the side of the Receiving Vessel. Upon acceptance of the number of packages and verification of seal integrity by the Receiving Vessel Personnel, the Contractor shall proceed to pump the Products into the Receiving Vessel. The delivered quantity shall be confirmed based on the number of packages delivered and the quantity stated on the packaging.

**(c)** **Drums:** The Contractor shall transport the Products in drums to the side of the Receiving Vessel. If the Receiving Vessel requests the Contractor to pump the oil from the drums into its tanks, the packaging shall remain the property of SINOPEC. The quantity delivered shall be confirmed by the Receiving Vessel Personnel based on the number of drums and the quantity indicated thereon.

**4.2.10** In the event of any discrepancy in the quantity of the Products delivered, the Contractor shall ensure that such discrepancy is duly recorded in writing by the Receiving Vessel Personnel on the original Marine Lubricant Delivery Receipt. The Contractor shall promptly notify SINOPEC of any such discrepancy and, upon request, shall cooperate fully by providing all relevant records and evidence, including but not limited to communications relating to the order, photographs, video recordings, and metering data from the supplying vehicle or vessel.

**4.2.11** Within two (2) Business Days following the supply of the Products, the Contractor shall email to SINOPEC a scanned copy of the Marine Lubricant Delivery Receipt and the Pre-Supply Checklist. SINOPEC may, at its sole discretion, require the Contractor to post the original Pre-Supply Checklist and at least two (2) original Marine Lubricant Delivery Receipts to SINOPEC within three (3) Business Days of the supply.

**4.2.12** The Contractor shall be fully responsible for, and shall bear all costs associated with, insuring the Products during the storage period. This shall include, but not be limited to, warehousing, storage, and release from the warehouse. The Contractor shall maintain adequate insurance coverage against all reasonably foreseeable risks, including but not limited to fire, theft, and natural disasters. SINOPEC shall be named as the beneficiary of such insurance policy. The Contractor shall ensure that such insurance remains continuously in force throughout the storage period and shall renew the policy in a timely manner prior to its expiry.

**4.2.13** In the event that the Contractor fails to procure or maintain the required insurance coverage, or if such insurance is cancelled or otherwise ceases to be in effect, and SINOPEC suffers any loss as a consequence, the Contractor shall be fully liable for such loss as if adequate insurance had been maintained and a successful claim had been made thereunder.

**5. Fees**

**5.1** The Parties agree that the fees payable for the Services may be reviewed and, where applicable, modified, supplemented, or otherwise amended on an annual basis by way of negotiation and mutual agreement, such variation to be effected only by a written agreement duly executed by or on behalf of each of the Parties.

**6. Deposit Clause**

**6.1 Amount and Payment**

The Contractor shall remit a non-interest-bearing deposit in an amount not less than the value of the Products, such value to be calculated based on each batch of Products supplied. The deposit shall be paid into the account designated by SINOPEC within [[X]] Business Days from the date of execution of this Agreement. The deposit may be provided in the form of a bank guarantee, cash, or such other form as may be mutually agreed in writing by the Parties. In the case of a bank guarantee, the issuing bank must possess such qualifications as are clearly specified and agreed by the Parties.

**6.2 Use of Deposit and Rights of Deduction**

The deposit referred to in Clause 6.1 may be applied by SINOPEC to compensate for any losses, damages, liabilities, or expenses incurred as a result of any breach of this Agreement or negligence on the part of the Contractor. Without prejudice to any other rights or remedies available to SINOPEC, SINOPEC shall be entitled to deduct relevant amounts from the deposit in the following circumstances:

**(a) Product Loss or Quality Non-Compliance**

In the event of loss, contamination, or deterioration of Products during storage arising from the Contractor’s mismanagement, or where the Products fail to meet the agreed quality standards (including, without limitation, sulfur content exceeding contractual limits or abnormal flash point), SINOPEC shall be entitled to deduct an amount equivalent to **[[X]]** times the value of the affected Products from the deposit.

**(b)** **Unauthorised Use or Disposal**

Any unauthorised use or disposal of the stored Products by the Contractor shall constitute a material breach of this Agreement, entitling SINOPEC to forfeit the entire deposit.

**(c) Delay Leading to Vessel Demurrage**

Where any delay in the supply of oil attributable to the Contractor results in vessel demurrage, SINOPEC shall be entitled to deduct a penalty equivalent to **[[X]]%** of the daily demurrage charge from the deposit for each day of delay.

**(d) Operational Breaches During Supply**

In the event of any breach of agreed operational procedures during the supply of oil—including, without limitation, unauthorised commingling of products or metering discrepancies exceeding agreed thresholds—SINOPEC shall be entitled to deduct a corresponding compensation amount from the deposit.

**(e) Other Breaches or Advance Compensation**

In respect of any other breach of this Agreement or to advance compensation for losses incurred by SINOPEC due to the Contractor’s default, including (but not limited to) breaches in this Agreement, SINOPEC may deduct the corresponding amounts from the deposit. Where the deposit is insufficient to cover the full amount of such compensation, SINOPEC shall be entitled to pursue the Contractor for the balance.

**(f)** **Severe Breach**

In the event of a severe breach by the Contractor (e.g.: by contaminating Products without SINOPEC’s authorization, violating safety or environmental regulations, disclosing confidential information, or if the processing, use, admixture, reaction, sale, or disposal of the Products, whether used singly or in combination with other materials, infringes any patent rights of SINOPEC or any third party), SINOPEC shall have the right to immediately terminate this Agreement, forfeit the entire deposit, and recover all losses resulting from the breach.

**6.3 Handling of Deposit Following Deduction**

**(a) Disputed Amounts**

In the event that any portion of a deduction from the deposit is disputed, only the undisputed amount shall be executed. The disputed portion of the deposit shall be frozen pending the resolution of the dispute, and no interest shall accrue on the frozen amount during such period. Upon final resolution of the dispute, whether by mutual agreement, arbitration, or other binding process, the deposit balance shall be adjusted accordingly in accordance with the outcome of such resolution.

**(b) Obligation To Restore**

In the event that any deduction causes the deposit balance to fall below the minimum required level for safety stock purposes, the Contractor shall, within **[[24 hours]]** of notification by SINOPEC, take all necessary steps to restore the deposit to the required coverage level. Failure to do so within the stipulated period shall result in an immediate suspension of the Contractor’s right to supply oil under this Agreement. In addition, the Contractor shall be liable to pay daily liquidated damages equivalent to **[[X]]%** of the unreplenished amount, such penalty to accrue daily until the shortfall is fully rectified or until this Agreement is terminated, whichever is earlier.

**6.4 Conditions for Return of Deposit**

**(a)** **Quarterly Settlement:** At the end of each quarter, the deposit balance shall be reconciled, and any amount exceeding the safety stock deposit shall be returned without interest within **[[5 business days]]**.

**(b)** Within **[[X]]** business days after the termination of this Agreement, the principal and any interest (if applicable) of the deposit shall be returned after SINOPEC has confirmed in writing that there are no outstanding issues. If there are any disputed amounts, the corresponding amount may be withheld until the dispute is resolved.

**7. Payments**

**7.1** The Contractor shall, by the fifth calendar day of each month, submit SINOPEC by email a copy of its invoice together with the monthly oil supply report for the preceding month. The fee shall be invoiced in the format prescribed by SINOPEC. Any reimbursable expenses incurred by the Contractor on behalf of SINOPEC shall be itemized in a detailed expense statement for SINOPEC to verify and process payment.

* 1. SINOPEC shall verify the invoice before processing the payment.

**7.3** The payment terms are as follows:

|  |  |
| --- | --- |
| **Payment Method** | Telegraphic Transfer (T/T) |
| **Payment Term** | Within thirty (30) days of the invoice acceptance |
| **Settlement** | SINOPEC shall make payment directly to the Contractor in United States Dollars |
| **Contractor's Bank Information** | **[[Bank Information]]** |

**7.4** All bank fees incurred by SINOPEC's bank shall be borne by SINOPEC. All bank fees incurred by any intermediary bank and the Contractor's bank shall be borne by the Contractor.

**7.5** In the event of any dispute between the Contractor and SINOPEC, SINOPEC shall withhold the relevant amount (including the deposit) until the dispute is fully resolved and the Contractor has duly fulfilled its obligations under this Agreement.

**8. Environmental Protection**

8.1 In the event of any leak, spill, or discharge of the Products during delivery, the Contractor shall immediately take all necessary steps to remedy or reduce the impact. If the leak, spill, or discharge is caused or contributed to by the Contractor, the Contractor shall be responsible for all consequences, damages, losses, costs, and expenses, including any social and legal liabilities. In such event, the Contractor shall indemnify SINOPEC, holding SINOPEC from and against any actions, legal or administrative proceedings, claims, demands, losses, damages, liabilities, interest, legal fees, costs, and expenses, including but not limited to any damage to SINOPEC's reputation, arising out of or in connection with any leak, spill, or discharge caused or contributed to by the Contractor’s acts or omissions.

**9. Liability**

**9.1** SINOPEC shall have the right, at its sole discretion, to either deduct any corresponding loss directly from the deposit or to demand separate compensation from the other party in the event of any of the following:

**9.1.1** To the fullest extent permitted by applicable law, the Contractor irrevocably and unconditionally agrees to indemnify and hold harmless SINOPEC, including its officers, employees, and agents from and against any and all actions, legal and/or administrative proceedings, claims, demands, damages, losses, liabilities, interest, legal fees, costs and expenses, arising directly or indirectly from any act, omission, default, or breach by the Contractor, its employees, agents, or subcontractors under this Agreement.

**9.1.2** Should there be any delay in shipment or failure to supply the Products caused by the Contractor, SINOPEC shall be entitled to withhold payment for any related costs incurred and the Contractor shall be responsible SINOPEC for all direct and indirect losses.

**9.1.3** Where the Contractor engages a third party approved by SINOPEC to supply the Products to the vessel designated by SINOPEC, the Contractor shall be fully responsible for the supply and must ensure its full compliance with this Agreement, bearing all liabilities as if it were the party directly performing the supply.

**9.1.4** In the event of damage to or loss of the Products held in the Contractor’s custody, the Contractor shall compensate SINOPEC for the full value of the Products.

**9.2** The Contractor shall be liable for any direct or indirect losses suffered by SINOPEC arising from any breach of the Contractor’s obligations or from the Contractor’s fault under this Agreement.

**10. Confidentiality**

**10.1** The Parties agree that, during the term of this Agreement and for three years thereafter, any information obtained in connection with their cooperation relating to either Party’s business, products, processes, research, or development—including but not limited to data, formulas, drawings, trade secrets, market information, and customer lists (collectively, “**Confidential Information**”)—shall be kept strictly confidential. The receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the disclosing Party. Any breach of this Clause 10 shall entitle the non-breaching Party to claim compensation for all losses suffered.

**10.2** The receiving Party shall not disclose Confidential Information to any third party without the disclosing Party’s prior written consent, except where disclosure is required by law or made to advisers bound by confidentiality obligations.

**10.3** A breach of this clause entitles the non-breaching Party to claim all resulting losses and to seek equitable relief, including injunctive relief, in addition to any other remedies available at law.

**11. Term**

**11.1** The term of this Agreement (the “**Term**”) shall be commence on 1 January 2024 and continue until 31 December 2026. Upon mutual written agreement between the Parties, the Term may be extended for an additional one (1) year.

**12. Termination**

**12.1** This Agreement may be terminated in accordance with this Agreementand/or the following provisions:

**12.1.1** By mutual written agreement of the Parties;

**12.1.2** If a Party commits a material breach of its obligations under this Agreement, the non-defaulting Party may, at its discretion, either (i) provide written notice specifying the breach and requiring that it be remedied within thirty (30) calendar days, failing which it may terminate this Agreement by further written notice; or (ii) terminate this Agreement immediately by written notice, stating the grounds for termination. Termination shall take effect upon receipt of such notice by the defaulting Party.

**12.1.3** If a Party becomes insolvent, is unable to pay its debts as they fall due, ceases to carry on business, or becomes subject to any winding up, liquidation, judicial management, or similar proceedings, the other Party shall have the right to terminate this Agreement with immediate effect by written notice. Termination shall take effect upon receipt of such notice by the defaulting Party.

**12.2** Without prejudice to its rights or remedies, SINOPEC shall have the right, at its sole discretion, to terminate this Agreement with immediate effect upon giving written notice to the Contractor if any of the following occurs:

**12.2.1** The Contractor supplies counterfeit products;

**12.2.2** Without the written approval of SINOPEC, the Contractor delivers Products at a port other than those specified in **Appendix 7**;

**12.2.3** The Contractor fails to comply with SINOPEC's delivery orders;

**12.2.4** The Contractor fails to comply with SINOPEC's requirements and policies;

**12.2.5** The Contractor discloses Confidential Information, including but not limited to fees, to SINOPEC’s customers or any other third party without the written consent of SINOPEC.

**12.3** The termination of this Agreement shall be without prejudice to any rights, liabilities, and obligations of the Parties which have accrued up to the date of termination.

**12.4** Upon termination of the Agreement, the Contractor shall continue to store the remaining Products for a period of **[[X]]** days until the Products have been duly handed over in accordance with SINOPEC’s written instructions, whichever occurs earlier, and shall remain bound by the deposit provisions during this period.

**13. Force Majeure**

**13.1** No Party shall be liable to the other for any failure or delay in performing its obligations under this Agreement caused by an event that is unforeseeable, beyond the reasonable control of the affected Party, and not due to its fault or negligence, including but not limited to acts of God (such as fire, explosion, typhoon, flood, earthquake, natural disaster, or extreme natural events), war (whether declared or not), hostilities, invasion, acts of foreign enemies, large-scale military mobilisation and civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage, and piracy (a “**Force Majeure Event**”).

**13.2** Upon occurrence of a Force Majeure Event preventing performance, the affected Party shall promptly notify the other Party, specifying the nature of the event and the estimated duration of the delay, and shall use its best endeavours to avoid or mitigate its effects.

**13.3** A Party successfully invoking this clause shall be excused from performance of its obligations under this Agreement and from any liability from the time the Force Majeure Event prevents performance, provided that written notice (with full supporting details) is given immediately after the event occurs. If notice is delayed, exemption shall commence upon receipt of such notice. The other Party may suspend its obligations from the date of the notice.

**13.4** If the Force Majeure Event is temporary, the exemption shall apply only while the impediment continues. The affected Party must notify the other Party promptly once the event no longer affects its performance and shall resume its obligations without delay.

**13.5** The affected Party shall take all reasonable steps to mitigate the impact of the Force Majeure Event. If requested in writing, it shall provide adequate assurance within five (5) calendar days that the delay will not exceed thirty (30) calendar days.

**13.6** If (i) the Force Majeure Event continues beyond thirty (30) calendar days; (ii) the delay exceeds thirty (30) calendar days; or (iii) the affected Party fails to provide adequate assurance as requested, the other Party may terminate this Agreement immediately at its discretion.

**14. Dispute Resolution**

**14.1** Any dispute, controversy, or claim arising out of or relating to this Agreement, including but not limited to the breach, validity, and termination thereof, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

**14.2** The award rendered by SIAC shall be final and binding on both Parties. Unless otherwise ordered by the Tribunal, the costs of the arbitration shall be borne by the unsuccessful Party.

**15. Governing Law**

**15.1** This Agreement shall be governed by and construed in accordance with the laws of Singapore.

**16. Health, Safety & Environment (HSE)**

**16.1** Each Party shall ensure that its performance of obligations under this Agreement complies with the health, safety, and environmental standards required by applicable laws, regulations, and internal policies.

**17. Sanctions and Anti-Corruption**

**17.1** Neither Party, nor its legal or beneficial owners, affiliates (if any), nor, to the knowledge of each Party, any of its officers, directors, or employees, is subject to sanctions imposed by the United Nations Security Council, the European Union, the United States Department of the Treasury’s Office of Foreign Assets Control, Singapore, or China (collectively, “Sanctions”), nor is any Party established, incorporated, or resident in a jurisdiction subject to broad and comprehensive national or regional sanctions imposed by these authorities. Should any part of this clause become untrue at any time, either Party may terminate this Agreement immediately upon written notice to the other.

**17.2** Nothing in this Agreement shall require or be construed as requiring either Party to act, or refrain from acting, in a manner that would violate any applicable domestic or international laws, regulations, or sanctions regimes (including export controls and anti-sanctions laws) enforced by any relevant governmental authority, including but not limited to the United Nations, the European Union, the United States, the United Kingdom, Singapore, and China. If performance of this Agreement would contravene such laws or regulations, either Party may cancel any delivery order and/or terminate this Agreement immediately upon written notice.

**17.3** Each Party shall ensure that its officers, directors, employees, representatives, affiliates, advisors, and consultants comply with all applicable anti-corruption laws relevant to their relationship under this Agreement.

**18. Notices**

**18.1** Any notice (including, but not limited to, all orders, order confirmations, and other written documents or notices under this Agreement) required to be given under this Agreement shall be deemed properly delivered if delivered by: (i) by hand delivery; (ii) by registered post; or (iii) by email to the Parties at their respective addresses as follows:

**For notices to SINOPEC:**

* **Attention:** Ms. Becky Yong
* **Address:** 150 Tuas South Avenue 5, Singapore 637363
* **Phone:** (65) 64997024
* **Email:** sookching.lube@sinopec.com

**For notices to the Contractor:**

* **Attention:**
* **Address:**
* **Phone:**
* **Email:**

**18.2** Either Party may change its address for notices or communications under this Agreement by giving prior written notice to the other Party.

**19. Miscellaneous**

**19.1** This Agreement is executed in two (2) counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument. Each Party shall retain one (1) counterpart.

**19.2** This Agreement may only be amended, modified, or supplemented by a written agreement signed by both Parties.

**19.3** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, contracts, letters of intent, memoranda of understanding, and other documents between the Parties with respect to the subject matter hereof.

**19.4** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

**19.5** No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any further exercise of the same or any other right, power, or remedy. A waiver shall only be effective if made in writing and signed by the waiving Party.

**19.6** Neither Party may assign, transfer, or novate its rights or obligations under this Agreement to any third party without the prior written consent of the other Party. Neither Party shall disclose the existence or terms of this Agreement to any third party without such prior consent, except as required by law or regulation.

**19.7** In the event of any inconsistency between this Agreement and any of its appendices, this Agreement shall prevail to the extent of inconsistency.

**IN WITNESS WHEREOF**, the Parties, or their duly authorised representatives, have executed this Agreement on the date first written above.

|  |  |
| --- | --- |
| For and on behalf of **SINOPEC LUBRICANT (SINGAPORE) PTE. LTD.** | For and on behalf of the Contractor |
| By:  | By: |
|   |   |
| Title: | Title: |

 Date: Date: