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#### **STICHTING**

## CENTRAAL ORGAAN VOORRAADVORMING AARDOLIEPRODUCTEN (COVA)

#### NETHERLANDS NATIONAL PETROLEUM STOCKPILING AGENCY

#### General Terms and Conditions for the Storage of Crude Oil and Oil Products

Version: 13 April 2017 – Filed with the Chamber of Commerce in Rotterdam under number 24134320

#### Article 1: Definitions

For the purpose of these terms and conditions the following expressions shall mean:

- 1. **Applicable Laws**: any laws, statutory requirements, regulations, permits or regulations attached to permits, permissions and exemptions from any governmental authority, as are or will be applicable to the agreed operations. Applicable Laws include, but are not limited to environmental laws, police- or harbor regulations, working conditions regulations, the REACH Regulation (EU 1907/2006), all relevant legal duties of care (including but not limited to article 13 of the Soil Protection Act (*Wet bodembescherming*)), the AND, the ADR, the RID and the ISPS Code:
- 2. COVA and/or Storage Commissioner: Stichting Centraal Orgaan Voorraadvorming Aardolieproducten (the Dutch National Petroleum Stockpiling Agency) or its successor in title as referred to in article 1 of the Wet voorraadvorming aardolieproducten 2012 (the Dutch Oil Stockpiling Act) as published in the Staatsblad 2013, 15, effective since April 1<sup>st</sup>, 2013, and as may be amended from time to time. COVA has its statutory seat in Rotterdam and is registered there with the Chamber of Commerce under number 24134320;
- 3. **Calendar Day**: means a period of twenty-four hours starting from 00.00 up to and including 23.59 hours;
- 4. **Dutch Oil Stockpiling Act**: means the *Wet voorraadvorming aardolieproducten 2012* and its implementing decrees, as amended from time to time;
- 5. **Independent Inspector**: means an independent inspector, appointed by COVA, with recognised expertise in the field of oil storage and oil products inspection, testing and measurement;
- 6. Party: means COVA or the Storage Holder, jointly indicated as the Parties;
- 7. **Product**: the oil product or the crude oil as referred to in the Storage Agreement, and any other product designated under the *Wet voorraadvorming aardolieproducten 2012* (the Dutch Oil Stockpiling Act), effective since April 1<sup>st</sup>, 2013;
- 8. **Quality**: the quality of the Product as referred to in the Storage Agreement;
- 9. Quantity: the quantity of the Product as referred to in the Storage Agreement;
- 10. **Storage Agreement**: means the written agreement, in which these General Terms and Conditions for the Storage of Crude Oil and Oil Products are incorporated, plus any amendments as agreed between the Parties;
- 11. **Storage Facility:** any materially or technically interconnected facilities utilized by the Storage Holder at one specific physical location for receiving, storing and redelivering the Products, including but not restricted to the Tanks, ancillary pipelines, jetties, hoses, pumps, valves and other equipment including tank draining equipment, control room and administrative building, sheds, warehouses whether covered or not and that are utilized for the delivery, the storage and redelivery and necessary or useful to accomplish the tasks of the Storage Facility as

- stipulated in the COVA General Terms and Conditions for Storage and the commitments made by the Storage Holder in the Storage Agreement;
- 12. Storage Holder: means the entity that stores or takes delivery of the Product(s) for COVA;
- 13. **Tank**: an above-ground tank for the storage of the Product which is part of the Storage Facility;
- 14. **Tank-Shell Capacity**: this is the total volume of the Tank which will be used for invoicing to COVA;
- 15. **Tank Working Capacity**: this is the maximum volume of the Tank for the storage of the Product. The volume will be given by the Storage Holder in Cubic meters at 15°C;
- 16. Working Day: means a period of twenty-four hours starting from 00.00 up to and including 23.59 hours on the same day, where the day in question shall be a day when COVA's office is open for business.

#### Article 2: General provisions

- 2.1 These terms and conditions are applicable to each agreement concerning the storage of the Product in which COVA is the depositor, and form an integral part of it.
- 2.2 Derogation from these terms and conditions is possible by written agreement only.
- 2.3 Other general terms and conditions, which may be used by the Storage Holder (e.g. the VOTOB conditions), are explicitly rejected and shall not be applicable. Other (general) terms and conditions shall only be part of the Storage Agreement to the extent that they are explicitly incorporated therein.
- 2.4 In the event of any conflict between any provision (or part thereof) of these terms and conditions and any provision (or part thereof) of the Storage Agreement, the latter always prevails.
- 2.5 In order to be enforceable non-written communications shall have to be confirmed in writing.

#### Article 3: Tank Working Capacity

- 3.1 The Storage Holder shall have to make available to COVA Tank Working Capacity in cubic meters at 15°C appropriate for the Product at the agreed time. The Storage Holder shall have to keep this Tank Working Capacity available for COVA for the agreed duration, whether or not COVA uses this Tank Working Capacity.
- 3.2 The Tank Working Capacity to be made available to COVA shall permanently be at least 5000 cubic meters at 15°C at each location as mentioned in the Storage Agreement.
- 3.3 The Storage Holder guarantees that the Storage Facility fully complies with all Applicable Laws and the best industry guidelines and practices. The Storage Holder guarantees that a normal use of the Storage Facility cannot result in any environmental impairment.
  - The Storage Holder undertakes to maintain the Storage Facility properly and in accordance with all statutory requirements and in business insurance condition. The Storage Holder is obliged to allow inspection of all relevant permits issued by competent authorities (including regulations attached to the permits and other regulations) which the Storage Holder has at its disposal. In this context the Storage Holder shall notify COVA of all connected relevant oral and written information.
- 3.4 Irrespective of the modus of supply and/or removal transport, the Storage Holder and COVA shall fulfil all legal and other requirements regarding dangerous substances, inland shipping, pipeline operations, safety, security, ISPS and other similar requirements.

- 3.5 The installations for loading and unloading shall have to be in a permanently good condition for operation with tankers/tank barges of at least 1000 m³.
- 3.6 The Product shall at all times be stored in Tanks of such nature that the Quality and Quantity of the Product as well as the surroundings of the Tanks is guaranteed, of which COVA shall be the sole judge at its discretion. Tanks in which a Product is stored that cannot be pumped without being heated, shall have to be provided with adequate installations for heating.
- 3.7 The Storage Facility will have to adhere to standards and regulations set by the Dutch Board of Customs and Excise at all times.
- 3.8 In case of Tank maintenance or in case of fire, calamities and/or any other circumstances the Tank-Shell Capacity, made available to COVA, has become unfit for the agreed storage, the Storage Holder undertakes to make available appropriate replacement Tank-Shell Capacity to COVA, without additional costs, if and when required by COVA. Additional costs, which may arise due to fire or other circumstances, as a result of which the storage that was made available to COVA has become unfit, are for the account of the Storage Holder.
- 3.9 The Storage Holder will ensure, and when requested demonstrate to COVA, that product delivery in or out the Storage Facility is possible at all times, in accordance with the agreed delivery schedules with COVA.
- 3.10 Free water should be drained on regular basis. If this is not allowed within the permit of the Storage Holder, COVA must be informed in writing beforehand.

#### Article 4: Storage

- 4.1 The Storage Holder will comply with all Applicable Laws and ensure that its employees, nominees, contractors and agents comply with all Applicable Laws when performing the activities agreed upon. The Storage Holder is solely responsible for obtaining, all permits, permissions and exemptions required for the agreed operations.
  - The Storage Holder shall take all necessary environmental and safety protective measures as regards the storage of the Product, including all protective measures against cybercrime. On request of COVA, the Storage Holder is obliged to inform COVA about the specific measures taken by the Storage Holder.
- 4.2 Tank(s) made available to COVA shall exclusively be used for the storage of the Products of COVA. Combined storage (commingled storage) or mixing with the Product of others shall not be allowed.
- 4.3 If and to the extent COVA does not use the Tank-Shell Capacity made available by the Storage Holder, the Storage Holder shall use reasonable efforts to temporarily lease such capacity to a third party, in close consultation with COVA. During the term of such temporary lease, the Storage Holder will not charge any fees on a pro rata basis to COVA.
- 4.4 The Storage Holder shall as soon as reasonably possible, and in any event within 7 working days, send to COVA notifications of receipt, delivery, pumping and stocktaking. For the storage of crude oil regular sludge measurements should be taken at a minimum six (6) times a year. The Storage Holder shall report the outcome of the measurements to COVA. A proper mixing program should be performed if the crude oil is dedicated stored (i.e. the Tank is exclusively used for the storage of crude oil/Product of COVA). This mixing program should be discussed with and approved by COVA.
- 4.5 The Storage Holder shall fully and properly inform COVA irrespective of any request thereto of all facts and circumstances, which are relevant to (the storage of) the Product. The Storage COVA General Terms and Conditions for the storage of Crude Oil and Oil products

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Holder shall in any case notify COVA of all documents and correspondence pertaining to (the storage of) the Product and shall immediately issue copies thereof to COVA.

- 4.6 Subject to COVA's written approval only, The Storage Holder is entitled to transfer the Product from one Tank into another. Quantity and Quality losses are for the account of the Storage Holder as described in the transfer procedure of COVA (Annex 1 to these GTC).
- 4.7 The maximum annual losses are defined in the Storage Agreement. If nothing is mentioned in the Storage Agreement, the maximum annual loss of 0,05% will be based on the Metric Tons Vac for Products and Nett Barrels at 60°F for crude -oil/Product stored at the beginning of the Storage Agreement. The price for calculating compensation above the maximum loss of the crude oil/Product will be based on the average mean quotations of Platts:

a. Gasolineb. DieselPlatts Fob Barges Rotterdam Gasoline Unleaded (Platts code PGAM00);Platts Fob Barges Rotterdam Diesel 10 ppm (Platts code AAJUS00);

c. JET A1 : Platts Fob Barges Rotterdam JET A1 (Platts code PJAB00);

d. Crude Oil : Platts Crude Oil Marketwire Dated Brent;

The price is based on a density at 15 degrees C° of 0.7550 for Gasoline, 0.8000 for Jet/Kerosine and 0.8450 of Gasoil or Diesel and will escalate/de-escalate arithmetically according to actual density at 15 degrees C° in Tank.

- 4.8 COVA is entitled to seal the valves, which seals shall not be broken by the Storage Holder, unless with COVA's written approval. Re-sealing by an Independent Inspector is for the account of the Storage Holder unless the seals are removed by COVA and/or her representative.
- 4.9 Without prejudice to the other provisions in these terms and conditions, and under the already agreed terms and conditions, COVA is entitled to an extension of the agreed period of storage of six months at the most. Notification of extension shall be effected by at least three months' notice.

#### Article 5: Termination

- 5.1 COVA is entitled without giving further notice of default and without prior intervention of the court to immediately cancel, wholly or partly, the Storage Agreement or, as the case may be, to consider it dissolved, if one of the following circumstances occurs:
  - a) The Storage Holder fails to make the agreed Tank Working Capacity available at the agreed time or to have available during the agreed period, or is unable to arrange proper insurance, permits, permissions, licences and other relevant documents:
  - b) The Storage Holder remains materially in breach of its obligations under the Storage Agreement and/or these terms and conditions even after a written demand giving reasonable notice:
  - c) a bankruptcy petition against the Storage Holder has been filed, or extension of payment has been applied for regarding the Storage Holder;
  - d) the property of the Storage Holder is put under administration;
  - e) a decision to dissolve the legal entity by which the Storage Holder carries on its business has been taken;
  - f) a change of control, directly or indirectly, as regards the activities of the Storage Holder has taken place.

The costs entailed to the cancellation or, as the case may be, dissolution are for the account of the Storage Holder.

5.2 In case of cancellation or, as the case may be, dissolution as referred to in this article the money paid to the Storage Holder, increased by the legal interest as from the day of payment shall have to be repaid by the Storage Holder within thirty Calendar Days from the date of the dispatch of the

- summons thereto. In this case, the Storage Holder is also obliged to return the Product wholly and in good condition to COVA according to the agreed Incoterm.
- 5.3 In any case of cancellation or dissolution as referred to hereinbefore in this article, COVA shall not be liable to pay compensation to the Storage Holder and/or any third party.
- 5.4 The foregoing provisions in this article are applicable, leaving intact all COVA's rights to compensation of adverse financial consequences due to failure on the part of the Storage Holder to have the Tank-Shell Capacity available in the agreed manner or to meet any other obligations under the Storage Agreement (in particular but not limited to arrange proper insurance, permits, permissions, licences and other relevant documents) and leaving intact COVA's right to adjust the Storage Agreement to the altered circumstances created by default on the part of the Storage Holder.

#### Article 6: Risk

6.1 The risk pertaining to the Product shall pass to the Storage Holder (i) in case of supply by tanker, tank barge, tank wagon or tank lorry, the moment the Product passes the connection of the means of transport and (ii) in case of supply by pipeline, the moment the Product passes the valve between the supply pipeline and the pipeline of the installation. This continues until (i) in case of removal by tanker, tank barge, tank wagon or tank lorry, the moment the Product passes the connection of the means of transport and (ii) in case of removal by pipeline, the moment the Product passes the valve between the pipeline of the installation and the discharge pipeline.

#### Article 7: Rates

- 7.1 The rates agreed for the Tank-Shell Capacity provided shall comprise at least:
  - 1. the storage of the Product;
  - 2. taking receipt of the Product, whenever required by COVA;
  - 3. the delivery of the Product, whenever and in the manner required by COVA;
  - 4. measuring Tanks upon receipt and upon delivery, and during the storage at agreed times;
  - cleaning of the Tanks both in case of advanced discharge or termination of availability. The disposal of sludge, if applicable, at the end of the Storage Agreement, is for the account of COVA;
  - 6. the preparation of the documents required by COVA;
  - 7. full mixing program and sludge reports for dedicated crude oil storage (i.e. the Tank is exclusively used for the storage of crude oil/Product of COVA);
  - 8. furnishing the notifications referred to in Article 4.3;
  - monthly stock reporting to COVA (reports should be received within one week after month closing. An end of the year stock report will be issued by COVA and must be signed by the Storage Holder and returned within one month after receipt);
  - 10. One throughput per contractual year.
- 7.2 The rates are in Euros and shall be deemed to include the taxes, fees and levies owed by the Storage Holder as well as any costs in connection to the storage of the Storage Holder.

#### Article 8: Payment

- 8.1 Subject to the stipulations under 8.2, the payment of sums owed by COVA shall be effected as follows:
  - a. for the storage: in monthly payments;
  - b. for services other than referred to under a. above: not later than the fifteenth Calendar Day of the month following the month they concern.
- 8.2 Payment shall not have to be effected earlier than fourteen Calendar Days after receipt of the invoice by COVA.

#### Article 9: Title/power of disposition

- 9.1 COVA is and remains the owner of the Product at all times. The Storage Holder shall never invoke, acquire, have or grant any right of retention or pledge, or any other real or personal right, to the Product. The Storage Holder shall, at present as well as for the future, waive all such rights vis-à-vis COVA to which the Storage Holder could be entitled pursuant to any stipulation laid down by law.
- 9.2 The Storage Holder shall guarantee that COVA shall at all times have the free disposal of the Product, and shall hold COVA harmless in this respect.
- 9.3 When the Storage Holder has reason to believe that the Product to be stored by him under the instructions of COVA may belong to another than COVA, he shall inform COVA thereof forthwith.
- 9.4 If required by COVA, the Storage Holder is obliged to issue duly prepared documents commonly used in the trade.

#### Article 10: Control

- 10.1 The Storage Holder shall give free access to persons appointed thereto by COVA to the sites of the Storage Holder for inspection and control of the Storage Facility, (the storage of) the Product, relevant installations, infrastructure and related processes and systems.
- 10.2 Tank measuring and sampling during supply, storage and removal of the Product may take place by or under supervision of experts, who have been appointed or given the opportunity thereto, as the case may be, by COVA.
- 10.3 The Storage Holder shall allow inspection by COVA or independent experts of the permits and licences and other relevant documentation.

#### Article 11: Liability and indemnity

- 11.1 The Storage Holder shall indemnify COVA for any damage it suffers including any environmental damage caused during the storage or other actions in connection with the agreed operations.
- 11.2 The Storage Holder shall hold COVA harmless for any claim made by third parties, including public authorities, in connection with the performance of the agreed operations by the Storage Holder.
- 11.3 Claims made by public authorities as mentioned under section [2] of this article include, but are not limited to claims relating to (i) environmental impairment liability (*milieuaansprakelijkheid*) as referred to in title 17.2 of the Environmental Management Act (*Wet milieubeheer*), (ii)

(administrative) penalties or fines, (iii) administrative enforcement (*bestuursdwang*), (iv) criminal law sanctions, or (v) any decisions relating to the soil protection regulations (such as clean-up orders).

#### Article 12: Insurance

- 12.1 The Storage Holder shall arrange with a well-established company the required insurance coverage for all its duties and liabilities in connection with the performance of the agreed operations, including liabilities of its contractors, agents and employees, and in particular but not limited to the coverage of the following risks:
  - (i) bodily injury, including death and material damages, and the consequences thereof to third parties; and
  - (ii) property damage including consequential costs covering the refill of any lost Product and including the possibility of flood, terrorism or earthquake; and
  - (iii) risk of pollution including all environmental damage expenses that the Storage Holder become legally obligated to pay as a result of environmental damage or an imminent threat thereof.
- 12.2 COVA will arrange insurance for the various risks related to the loss of stored Products, unless agreed differently with the Storage Holder.
- 12.3 Valid insurance certificates relating to the current insurance year with regard to the aforesaid required insurance coverage shall be provided to COVA before the conclusion of the Storage Agreement and then at each yearly insurance coverage contract renewal, with also indication that the premiums have been settled. COVA has the right to ask the Storage Holder to furnish copies of insurance policies.
- 12.4 The fulfilling of the obligations of the Storage Holder in respect of insurance does not relieve him from any liabilities as described in the articles above. The limits insured under the liability insurance policy cannot be considered as a limitation of the liability of the Storage Holder. The Storage Holder shall bear all own risks (including deductibles) foreseen in such insurance policy and remains fully liable for any loss, claim or damage not covered under such insurance policy.

#### Article 13: Force majeure

- 13.1 Neither Party shall be liable for the non or delayed performance and/or the mal-performance of its obligations if and to the extent that, and as long as the performance is wholly or partly, temporarily or permanently, delayed, obstructed or prevented due to force majeure. Force majeure shall, inter alia, mean a shortcoming, which cannot be attributed to the Parties. Force Majeure shall be regulated in accordance with the Dutch Civil Code.
- 13.2 Not considered force majeure shall be (i) the non or delayed performance and/or the malperformance of obligations by third parties who have undertaken these obligations vis à-vis a Party, (ii) the situation in which there is an oil crisis or an imminent oil crisis, but the normal supply and removal procedures still apply and (iii) the situation in which a government body has altered permit requirements.
- 13.3 If a Party is prevented or delayed from or in performing any of its obligations under the Storage Agreement by Force Majeure it shall promptly give written notice to that effect to the other Party, stating the particulars of such Force Majeure and of the obligations thereby affected.

- 13.4 A Party so affected by Force Majeure shall use every reasonable effort to minimise the effects of Force Majeure upon the performance of its obligations, shall inform the other Party immediately when the Force Majeure no longer occurs and shall promptly resume performance as soon as reasonably possible after removal of the circumstances of Force Majeure.
- 13.5 If the Storage Holder has proved that due to force majeure the availability is delayed or obstructed, the term of availability shall be extended by the duration of the delay without prejudice to the right of COVA without giving further notice of default and without prior intervention by the court to immediately cancel, wholly or partly, the Storage Agreement or, as the case may be, to consider the Storage Agreement dissolved, if the extension of the term may in fairness not be demanded from COVA.

#### Article 14: Privacy & the processing of personal data

- 14.1 The Storage Holder shall comply with all Applicable Laws and regulations in the area of privacy and the processing of personal data, and the Storage Holder will ensure that COVA also meets its statutory obligations. This includes at least compliance with the Data Protection Act (in Dutch: Wet bescherming persoonsgegevens) and any successive legislation and/or regulations. Personal data and other data of or relating to COVA will only be used for the implementation of the Storage Agreement.
- 14.2 The Storage Holder will adequately secure the personal data and other data from COVA against unlawful or unauthorized access. Personal data and other data of or relating to COVA will only be processed outside the EEA i) after COVA has been informed, ii) after the Storage Holder has demonstrated the compliance with the legal requirements for the legitimate transfer outside the EEA and iii) COVA agreed to this.

#### Article 15: Anti-corruption

- 15.1 The Parties each agree and undertake to the other that in connection with the Storage Agreement, they will each respectively comply with all Applicable Laws, rules, regulations, decrees and/or official government orders relating to anti-bribery and anti-money laundering and that they shall each respectively take no action which would subject the other to fines or penalties under such laws, regulations, decrees or orders.
- 15.2 COVA and the Storage Holder each represent, warrant and undertake to the other that they shall not, directly or indirectly, pay, offer, give or promise to pay, accept or authorize the payment of, any monies or the transfer of any financial or other advantage or other things of value to:
  - a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
  - an officer or employee of a public international organization;
  - any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
  - any political party or official thereof, or any candidate for political office;
  - any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of COVA or Seller;
  - any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or

- engage in other acts or transactions;
- if such act is in violation of or inconsistent with the anti-bribery or anti-money laundering legislation applicable to any of the Parties.
- 15.3 In particular, the Storage Holder represents and warrants to COVA that it has not made any payments or given anything of value to officials, officers or employees of the government of the country in which the Product originated or any agency, department or Storage Agreement, which would be inconsistent with or contravene any of the above-referenced legislation.
- 15.4 COVA or the Seller may terminate this Agreement including any Storage Agreement forming part thereof, forthwith upon written notice to the other at any time, if the other is in breach of any of the above representations, warranties or undertakings. In the notice of termination, the terminating Party shall as much as reasonably possible refer to the relevant facts as well as to the representation, warranty or undertaking that the other is in breach of within this article 15.

#### Article 16: Obligation to perform to the best of one's ability

16.1 In case of an oil crisis within the meaning of the Dutch Oil Stockpilling Act or as determined by the International Energy Agency, established in Paris, or its successor, the Storage Holder shall make every effort, in joint consultation with COVA, to give extra priority to the management of the storage of the Product and the connected supply and removal transports.

#### Article 17: Special provisions

- 17.1 The Storage Holder is not entitled to transfer the obligations arising from the Storage Agreement, neither wholly nor partly, to third parties without the written consent of COVA.
- 17.2 The entire Storage Agreement shall be considered to be executed in the Netherlands.
- 17.3 Deviation by COVA from these terms and conditions or from a stipulation in the Storage Agreement, and/or the circumstance that COVA at any time does not invoke a right to which COVA is entitled, shall not imply that COVA shall be deprived of its rights in any way.

#### Article 18: Disputes

- 18.1 The Storage Agreement and these terms and conditions shall be governed by the laws of The Netherlands.
- 18.2 All disputes which may arise in connection with the Storage Agreement and these terms and conditions or in connection with further agreements, which might be the result thereof, shall be determined at COVA's choice either by the competent court in Rotterdam or in accordance with the Arbitration Regulations of The Netherlands Arbitration Institute in Rotterdam. In case of arbitration, the arbitral tribunal shall consist of one arbitrator and the place of arbitration shall be in Rotterdam. The procedure shall take place in Dutch language and the arbitral tribunal shall give judgment in accordance with the rules of law. A dispute as referred to in this article shall be considered to exist if one of the Parties notifies the other thereof.
- 17.3 Without prejudice to the provisions under 16.2 the possibility exists, in cases of urgency, for the Parties to institute summary proceedings. In that case the president (in Dutch: Voorzieningenrechter) of the District Court in Rotterdam shall be competent.

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### **COVA PROCEDURE:**

#### "TRANSFER OF PRODUCTS/CRUDE OIL"

In case the Storage Holder intends to transfer Product/Crude-Oil from COVA to one or more Tanks, the following steps should be executed:

- A) The Storage Holder is liable at all times for the differences in Quality and Quantity of the COVA Product/Crude Oil during the transfer(s). All costs involved are for Storage Holder's account. The Storage Holder has to inform COVA by telephone/email of the planned transfer and/or manipulation.
- B) Empty Tank(s) should be inspected by an Independent Inspector prior to the transfer and/or manipulation.
  - The Independent Inspector has to issue a report that states that the detonated Tank(s) are suitable to receive the Product/Crude-Oil which will be transferred. A copy of this report should be sent to COVA. At the same time the Independent Inspector must check the valves of the so called "source-tank", which still should be sealed, and send a copy of his findings (sealing report) to COVA. A representative running sample, bottom-sample and waterdips must be taken prior to the transfer. If free-water is detected in the source-tank, COVA must be informed immediately. The transfer may be commenced after the free-water has been drained and/or approved by COVA.
  - As soon as those reports are received, COVA will give permission to transfer her Product/Crude-Oil as requested.
- C) After completion of the transfer, the receiving Tank(s) must be measured, sampled, water-dipped and sealed by an Independent Inspector.

The samples drawn should be analyzed. COVA will instruct the Storage Holder which analyses should be performed:

- 1) Key-point analyses
- 2) COVA B analyses
- 3) COVA A analyses
- D) A copy of the findings of the Independent Inspector should be send to COVA. Eg. Quantity & Quality and seal-numbers after transfer.

#### **ANALYSES:**

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	(1)	AD ( II

Min. 0.725 Max. 0.760	test: EN ISO 3675
to be reported	test: DIN 51777 T1
Max. 10	test: ISO 14596
Max. 0.005	test: EN 237
Min. negative	test: DIN ISO 5275
	to be reported Max. 10 Max. 0.005

#### Diesel:

Density @15°C kg/l	Min. 0.820 Max. 0.845	test: EN ISO 3675
Water Karl Fischer mg/kg	Max. 200	test: ASTM D 1744
Sulphur mg/kg	Max. 10	test: ASTM D 2622
Cloudpoint °C	Min7	test: EN 23015
Cold Filter Plugging Point °C	Min20	test: EN 116
Flashpoint P.M. cc °C	Min. 55,0	test: EN 22719
Fatty Acid Methyl Ester % Vol	Max. 0	test: EN 14078

#### Crude:

Density @ 15°C kg/l to be reported test: ASTM D 4052
Water by distillation vol % to be reported test: ASTM D 4006
Sediments vol % to be reported test: ASTM D 473

AD C-2) COVA B analyses sheet, on request AD C-3 COVA A analyses sheet, on request