

AGREEMENT FOR BULK CONSUMERS - PRIVATE COMPANY

This Agreement is entered into in Colombo on this

by and between

THE CEYLON PETROLEUM CORPORATION a corporation duly established by the Ceylon Petroleum Act. No. 28 of 1961 and having its Head Office at No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka (hereinafter referred to as “CPC”) Of the FIRST PART

and

.....
..... a Company duly incorporated under the Companies Act No. 7 of 2007 (as amended) and having its registered office at (hereinafter referred to as the “company”) of the OTHER PART.

AND WHEREAS CPC agrees to grant the company certain rights in connection with the storage of approved particular petroleum products and use the fuel directly for their generators and production lines

1. DEFINITIONS

- 1.1. “approved petroleum Products” shall mean the petroleum products approved by the CPC and intimate to the Company.

- 1.2. “Petroleum” shall have the same meaning as in section 7B of the Ceylon Petroleum Corporation Act No. 28 of 1961 and in any amendment thereof.

- 1.3. “Company” means the Private Company who is entitle to use the fuel directly for their stationed equipment (generators, production lines... etc.) and vehicles which cannot drive in public roads by it’s own (excavators, pay-loaders, forklifts, harvesters ... etc.) without loose ends at the site restricting to issue fuel to their own vehicles is known as Industrial Consumer Plant Station (ICPS).

- 1.4. Term shall mean the period for ten (10) years from the date of this Agreement subject to a further Contract period may be extended by CPC as stated in Clause No. 9.2 in this Agreement.
- 1.5. Buyer means the “Company”.
- 1.6. Consumer Points means a Company which use fuel directly for their generators and production lines.
- 1.7. Discharge Bay means a designated area for the unloading of the product.
- 1.8. Tongue Level means component that indicate the standard level of the product in the tank.
- 1.9. Product means the refine petroleum products approved by CPC for the Company.

2. Consumer Point

2.1 Company shall comply the following basic infrastructure requirements for a consumer point certified by CPC;

- a) Tank capacity shall not be less that 2000 IG (Imperial Galloons)
- b) Tank shall be fabricated out of steal and tank shall possess a pressure test certificate
- c) Tank shall be properly installed, preferably underground or over ground
- d) If the tank is installed above the ground, Power Take Off (PTO) pump also to be installed is mandatory requirement.
- e) Inlet of the pump shall be 2 ½”
- f) Thread of the pump of inlet shall meet British Standards Pipe Taper (BSPT)
- g) Fire extinguisher (foam, dry powder and CO₂) shall be available at the site as per the fire and safety requirement.
- h) Bowser shall have to be reached up to tank location

CPC reserves its rights to change the basic infrastructure requirements from time to time after giving six (06) months’ notice to the Company.

2.2 Other conditions

a) **Order procedure**

i) **Monthly Request for Petroleum Products**

The Company shall submit to the Ceylon Petroleum Corporation (CPC) its request for petroleum products required (order quantity should be given in 6,600 ltrs. or it's multiplication) with 45 days lead time (rolling forecast). A performance bond shall be submitted to CPC by the Company at the time of the request for the value equal to the order quantity based on the forecasted fuel price. In the event that such notification is not provided within the stipulated time, CPC shall bear **no obligation** to supply petroleum products to the Company for the relevant month.

ii) **Permissible Variation in Requested Quantities**

Parties agree that the actual quantity of petroleum products requested by the Company during the relevant 45 days may vary as per the below chart.

Order quantity	Allowable variation	Compulsory quantity
Each 5 x 6600 ltrs.	1 x 6600 ltrs.	Order quantity - allowable variation

Actual cost of the product should be paid to CPC by the Company before the collection of the product.

If the Company exceed the permitted variation set forth in this Agreement, such action shall be deemed a material breach of the Agreement entitling CPC to immediately encash the performance bond, upon first written demand.

iii) **Requests for Quantities Exceeding the Requested Amount**

In the event that the Company requires an additional quantity, beyond the requested quantity, for the respective month, CPC shall **not be under any obligation** to supply such additional quantity to the Company. CPC has its right to decide whether to honor such request or not.

iv) All orders must be placed exclusively through CPC's designated online portal or mobile application. Manual or alternative order submissions will not be accepted under any circumstances.

v) **Right of Entry for inspection**

The Company shall grant permission to officers authorized by the Ceylon Petroleum Corporation (CPC) to enter the Company's premises for the purpose of conducting inspections related to this Agreement.

vi) **Termination for Failure to Grant Access**

In the event that the Company fails or refuses to grant such access to CPC officers, the Parties hereby agree that, CPC has right to terminate this Agreement **with immediate effect**.

vii) **Restriction on Entering into a New Agreement**

Upon termination of this Agreement under clause 2.2 (a) (vi), the Company shall be ineligible to enter into any new storage or Supply Agreement with CPC for the original ten (10) year term of this Agreement.

Notwithstanding the foregoing, CPC reserves sole discretion to approve a new Agreement. Any such new Agreement shall require the Company to provide a security deposit equivalent to the Company's average weekly petroleum consumption at the time of execution, calculated based on the prior six (6) months' usage. This deposit shall be refundable (without interest) upon satisfactory performance and may be adjusted by CPC every six (6) months or in case of material change in consumption or emergency circumstances within thirty (30) days prior written notice to the Company.

viii) **Effect of Change of Company Name**

The Parties further agree that the above restriction shall **remain fully applicable even if the Company changes its name**, and such change shall not affect or invalidate the conditions set out herein.

b) **Operational procedure**

i) Parties agree the delivery at any time of the day. Parties further agree that the discharge bay shall be illuminated to facilitate discharge of product if bowsers are received at night time.

- ii)** There shall be sufficient room for easy maneuverability for bowsers.
- iii)** Road way leading to the unloading point of the site shall be tarred / concreted / inter locked and free of obstructions.
- iv)** If the bowsers returns without unloading, the order due to negligence of the company who shall be called upon to pay the transport charges and any other additional cost incurred for returning.
- v)** When bowsers arrive at the site, the company shall check whether the top and bottom seals are intact and that the seal numbers tally with those indicated in the invoice and should be satisfied.
- vi)** Company shall have to be satisfied that the level of the product is up to the tongue levels of the bowsers are accurate when signing the invoice.
- vii)** Company shall ensure to release the bowser within 40 minutes from the arrival time to the site.
- viii)** The discharge bay shall be cleaned by the company to facilitate the smooth discharge of the products.
- ix)** Before discharging, a sample of the product shall be taken into clear glass container from all compartments of the bottom discharge valves and satisfy that product is free of any inferior matter.

3. STOCKS

- 3.1. No claim for losses or shortages will be entertained by CPC after acceptance of product by the Company.
- 3.2. During the term of this Agreement, the Company shall purchase all required petroleum products exclusively from CPC and shall not procure such products from any third-party suppliers or competitors.
- 3.3. The Petroleum products issued by CPC to the company is only for the approved site and the petroleum product is securely stored and used for the particular purpose of the company as approved by the CPC.
- 3.4. The company shall with respect to any petroleum product stored, at the said site take every possible precaution to ensure that no contamination takes place resulting in a variation of the quality of the said product.
- 3.5. If any contamination is occurred after delivery, the responsibility will pass over to the company and no any compensation is paid for the loss occurred to the company.

- 3.6. Officers of CPC shall have the right to take samples of any product stored at the said site.
- 3.7. All expenses in connection with or incidental to the storage, handling, of the products of CPC shall be borne by the company, except where the CPC agrees at its sole discretion to meet the whole of said expenses or any part thereof.

4. PAYMENTS

- 4.1 Issue of petroleum products by CPC to the Company shall be against the advance payment made as an online payment. Delivery will be done after realizing the payment.

If there is any other payment terms and conditions, CPC will inform to the company, from time to time in advance.

5. INDEMNIFICATION

- 5.1 The company will at all times fully indemnify the CPC from and against all losses, damages, claims suits and other liabilities arising from or in connection with the conduct of business under this Agreement in respect of injuries to persons, damage to property, short deliveries, contamination of the petroleum products or any other matter whatsoever.

- 5.2 The company shall not demand compensation from the CPC for the value for loss of product owing to over delivery to their own equipment, machineries and the own production, undetected tank leaks, theft and contamination of product due to negligence by the company.

- 5.3 Termination of this Agreement for any cause whatsoever shall not be deemed to affect the company's liability to pay the CPC all monies due hereunder and the company shall not be entitled to claim from the CPC any damage or compensation.

- 5.4 The CPC shall not be responsible for any loss or damage to any person or property arising out of any breakdown, failure or want of repair or adjustment of the equipment and materials at the site under this Agreement. The company shall indemnify the CPC against any liability for any injury, loss or damage to any person or property caused by

or as a result of any breakdown, failure, want of repair or adjustment of the said equipment and materials or occasioned by any leakage, fire or explosion resulting therefrom, whether from the negligence or default of the company or its agents or servant or from any other cause.

5.5 In the event of a termination of this Agreement, the company shall have no claim on the CPC for the value of any equipment or materials purchased by the company for the conducting of the company's said business or loss of business under this Agreement or on account of any loss of business arising thereat under this Agreement.

6. RECORDS

6.1 The company shall maintain true and accurate records in connection with the Products purchased by CPC.

6.2 The company shall permit authorized representatives of the CPC to audit all records of the company pertaining to the matters governed by this Agreement for the purposes of determining compliance with the provisions of this Agreement.

7. GOVERNMENT CONTRACT CLAUSE

7.1 Neither the company nor any of its employees, agents or sub-contractors shall give to or receive from any official or officer or representative of the CPC or other

Governmental official any commission, fee, rebate or any gift or entertainment of value in connection with the matters governed by this Agreement, or enter into any business arrangement with any such official, officer or representative of the CPC without the prior written consent of the CPC.

7.2 The company shall

- a) Promptly notify CPC in writing of any actual or suspected violation of this clause;
- b) Cooperate fully with any investigation by CPC or relevant Authorities;
- c) Re-pay or Credit to CPC any amounts given or received in violation hereof; and
- d) Indemnify CPC against any losses arising from such violations.

8. Default and Suspension Rights

- 8.1 If the company, in the opinion of the CPC fails or neglects or refuses to comply with any direction will lead for suspension of petroleum supplies that the CPC deems fit in the given circumstances except taking steps to terminate this Agreement.
- 8.2 The CPC may pending investigations into any matter concerning its dealings with the company under this agreement and without prejudice to any of its rights under this agreement, suspend petroleum supplies to the company during the continuance of this agreement.

9. TERM AND TERMINATION

- 9.1 Term of this Agreement is ten (10) years. This Agreement shall be deemed to have come in to force on the and shall expire on
- 9.2 If the company is desirous of renewing this Agreement for a further Contract period the company shall notify the CPC three (03) months prior to the date of expiration of this Agreement and the Agreement may be renewed by CPC on the terms and conditions to be mutually agreed upon between the Parties.
- 9.3 Parties further agree that the termination of the agreement shall be permissible by either party with a three (03) months prior notice in writing to the other party.
- 9.4 In the event that the Company fails or refuses to grant access to enter company's premises to CPC premises as per clause No. 2.2 a) v), the Parties hereby agree that this Agreement shall be **terminated with immediate effect** on that basis.
- 9.5 Any and all transaction completed by CPC and the company under this Agreement prior to the termination date shall remain in full force and effect and shall not be revoked or adversely effected as a result of the termination of this Agreement.

- 9.6 If the Company fails to pay any undisputed amounts due within thirty (30) days of written notice demanding payment, CPC may terminate this Agreement forthwith and pursue all remedies for recovery, including legal action, without further notice.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 This Agreement shall be governed by the laws of Sri Lanka.
- 10.2 In the event of any doubt, difference, dispute, controversy or claim arising from, out of or in connection with this Agreement, the Parties at the first instance, shall attempt to resolve amicably, failing which the matter shall be referred for arbitration in accordance with the provisions of the Arbitration Act No.11 of 1995.
- 10.3 The Arbitral Tribunal shall be composed of three arbitrators, one appointed by the CPC, one by the company and the third by the two arbitrators appointed by CPC and the company.
- 10.4 The Place of Arbitration shall be Colombo.

11. GENERAL

11.1 Secrecy

Each Party hereto shall maintain strict confidentiality and secrecy in respect of all information received by such party directly or indirectly pursuant to this Agreement and each Party hereto shall use its best endeavors to procure that their respective officers and employees maintain strict confidentiality and secrecy in respect of such information.

11.2 Partial Invalidity

Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

11.3 No Waiver

The failure of either Party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or

be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

11.4 Entire Agreement

This Agreement, including the Annexures hereto, sets forth the entire agreement between the Parties on this subject and supersedes all prior negotiations, understandings and agreements between the Parties concerning the subject matter. No amendment or modification of this Agreement shall be made except by a writing signed by the Party to be bound thereby or the successor or assign or such Party.

12. INSURANCE

Parties hereto agree that the company shall have insurance at its cost to cover all its losses pertaining to storage of the products. CPC is not liable for the insurance.

13. ASSIGNMENT

Neither Party shall assign any of their rights or obligations under this Agreement to any other entity without the other Party's prior written consent. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective successors and assigns of the Parties.

14. FORCE MAJEURE

- 14.1 Neither Party shall be liable for any failure or delay in performing its' obligations under this Agreement. If such failure or delay arises from events beyond its' reasonable control, including but not limited to acts of war, terrorism insurrection, riot, Civil commotion, strike, lockout, natural disaster, epidemic, Governmental restrictions or acts of God ("Force Majeure event")
- 14.2 The affected party shall use reasonable efforts to mitigate its' effects; and resume performance as soon as practicable.
- 14.3 The time for performance of affected obligations shall be extended by a period equal to the duration of the Force Majeure Event. If the Force Majeure Event continues for more than ninety (90) consecutive days, either party may terminate this Agreement upon thirty (30) days' written notice without liability, except for accrued payment obligations.

14.4 Force Majeure shall not excuse payment obligations or the Company's compliance with safety/storage requirements.

15. AMENDMENT OF AGREEMENT

This Agreement shall only be amended or altered by mutual consent of the parties made in writing.

16. NOTICES

All notices and other communications given under this Agreement shall be in writing and shall be given by registered mail, return receipt requested; or confirmed facsimile transmission and in each case, shall be deemed effective upon receipt by the addresses as provided below;

To Ceylon Petroleum Corporation:

Contact Person -
Address -
Telephone -
Facsimile -
E-mail -
Website -

Contact Person -
Address -
Telephone -
Facsimile -
E-mail -

To Company:

Contact Person -
Address -
Telephone -
Facsimile -
E-mail -
Website -

Contact Person -
Address -
Telephone -
Facsimile -
E-mail -

Or at such other address or facsimile as may be notified by either Party to the other Party in the manner above provided. Any change of a Party's address or facsimile shall be advised to the other Party by written notice delivered at least fifteen (15) Days prior to the effective date of the change.

IN WITNESS WHEREOF the authorized representatives of the Parties have placed their respective hands hereunto and to one other of the same date and tenor as these presents at on this day of 2026.

The Common Seal of Ceylon Petroleum Corporation was affixed hereto in the presence of Chairman and Managing Director of the said Corporation who do hereby attest the sealing hereof.

.....
CHAIRMAN
CEYLON PETROLEUM CORPORATION
.....
MANAGING DIRECTOR
CEYLON PETROLEUM CORPORATION

Witness;

1.
2.

The Common Seal of was affixed hereto in the presence of and of the said (company) who do hereby Attest the sealing hereof.

.....
.....(Company)
.....
.....(Company)

Witness;

1.
2.