



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
ΤΗ^η 31 ΔΕΚΕΜΒΡΙΟΥ 1968

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
310

ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 70

Περὶ κυρώσεως Συμβάσεως μεταξὺ Ἐλληνικοῦ Δημοσίου καὶ τῶν Ἐταιρειῶν (a) MOBIL SALES AND SUPPLY CORPORATION, (b) BP TRADING LIMITED, (γ) BATAAFSE INTERNATIONALE PETROLEUM MAATSCHAPPIJ N.V. καὶ (δ) ΕΤΑΙΡΕΙΑΣ ΥΠΗΡΕΣΙΩΝ ΔΙΥΛΙΣΤΗΡΙΟΥ Α.Ε. περὶ προμηθείας ἀργοῦ πετρελαίου καὶ διαθέσεως ἐτοίμων προϊόντων ἐκ τοῦ ἐν Ἀσπροπόντῳ Κρατικοῦ Διυλιστηρίου Πετρελαίου.

ΚΩΝΣΤΑΝΤΙΝΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφάσισται καὶ διατάσσομεν:

*Αρθρον μόνον.

1. Κυροῦται ἡ ἀπὸ 2 Νοεμβρίου 1968 Σύμβασις, μεταξὺ τῶν Ἐλληνικοῦ Δημοσίου καὶ τῶν Ἐταιρειῶν 1) MOBIL SALES AND SUPPLY CORPORATION, 2) BP TRADING LIMITED, 3) BATAAFSE INTERNATIONALE PETROLEUM MAATSCHAPPIJ N.V. καὶ 4) ΕΤΑΙΡΕΙΑΣ ΥΠΗΡΕΣΙΩΝ ΔΙΥΛΙΣΤΗΡΙΟΥ Α.Ε. τῆς ὅποιας αἱ διατάξεις ἀποκτοῦν ἰσχὺν νόμου ἀπὸ τῆς δημοσιεύσεως τοῦ παρόντος εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως, πλὴν ἂν ἐν τῇ Συμβάσει ὄριζεται ἄλλως.

*Ἐν Ὁγράμματι τοῦ Βασιλέως

Ο ΑΝΤΙΒΑΣΙΛΕΥΣ

ΓΕΩΡΓΙΟΣ ΖΩΤΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΩΘΥΠΟΥΡΓΟΣ

Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Α'

ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Β'

ΔΗΜ. ΠΑΤΙΑΗΣ

ΤΑ ΜΕΛΗ

N. ΜΑΚΑΡΕΖΟΣ, ΗΛ. Γ. ΚΤΡΙΑΚΟΠΟΤΑΛΟΣ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΩΝΟΤΑΛΟΣ, ΘΕΟΦ. ΠΑΠΑΚΩΝΣΤΑΝΤΙΝΟΥ, ΛΟΤΚ. ΠΑΤΡΑΣ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΚΩΝΣΤ. ΚΤΠΡΑΙΟΣ, ΕΠΑΜ. ΤΣΕΛΛΟΣ, ΑΙΓΑΙΟΝ. ΒΟΓΙΑΤΖΗΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΥ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ.

*Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους οφραγής.

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΗΛ. Γ. ΚΥΡΙΑΚΟΠΟΥΛΟΣ

ΣΥΜΒΑΣΙΣ

ΠΡΟΜΗΘΕΙΑΣ ΑΡΓΟΥ ΠΕΤΡΕΛΑΙΟΥ
ΚΑΙ ΔΙΑΘΕΣΕΩΣ ΕΤΟΙΜΩΝ ΠΡΟ·Ι·ΟΝΤΩΝ
ΕΚ ΤΟΥ ΔΙΥΛΙΣΤΗΡΙΟΥ ΑΣΠΡΟΠΟΝΤΟΥ

'Ἐν Ἀθήναις σήμερον τὴν 2αν Νοεμβρίου 1968, μεταξὺ ἀφ' ἐνὸς τοῦ ΕΛΛΗΝΙΚΟΥ ΔΗΜΟΣΙΟΥ, ἐκπροσωπουμένου ἐν προκειμένῳ διὰ τὴν ὑπογραφὴν τῆς παρούσης Συμβάσεως ὑπὸ τοῦ Ὑπουργοῦ Συντονισμοῦ κ. Νικολάου Μακαρέζου, καὶ ἀφ' ἑτέρου:

1) Τῆς Ἐταιρείας «MOBIL SALES AND SUPPLY CORPORATION», ἐδευούσης ἐν Νέᾳ Τόρκῃ, καλουμένης ἐφεξῆς «Μόμπιλ», νομίμως ἐκπροσωπουμένης ὑπὸ τοῦ κ. GERALD T. OWENS, JR., 2) τῆς Ἐταιρείας «BP TRADING LIMITED», ἐδρευούσης ἐν Λονδίνῳ, καλουμένης ἐφεξῆς «BP», νομίμως ἐκπροσωπουμένης ὑπὸ τοῦ κ. JOHN INGLIS RICHMOND, 3) τῆς Ἐταιρείας «BATAAFSE INTERNATIONALE PETROLEUM MAATSCHAPPIJ N.V.», ἐδρευούσης ἐν Χάγη, καλουμένης ἐφεξῆς «Σέλλα», νομίμως ἐκπροσωπουμένης ὑπὸ τοῦ κ. JOAO DE LENCASTRE, τῶν ὡς ἄνω τριῶν Ἐταιρειῶν καλουμένων ἐφεξῆς συλλογικῶς «οἱ Προμηθευταί», καὶ 4) τῆς «ΕΤΑΙΡΕΙΑΣ ΥΠΗΡΕΣΙΩΝ ΔΙΥΛΙΣΤΗΡΙΟΥ» Α.Ε., ἐδρευούσης ἐν Ἀθήναις, καλουμένης ἐφεξῆς «RSC» ἐκπροσωπουμένης ὑπὸ τῶν κ.κ. MAURICE JAMES BAIRD — SMITH, GORDON DUNCAN καὶ Μαυρικίου — ANTONIOU KAZE, συνωμολογήμησαν τὰ ἔπομενα:

*Αρθρον 0.

Προοίμιον.

0.1 Τὸ Ἐλληνικὸν Δημόσιον ἔχει εἰς τὴν κυριότητα αὐτοῦ τὸ ἐν Ἀσπροπόντῳ Ἀττικῆς Διυλιστήριον (καλούμενον ἐνίστοιτε ἐφεξῆς «τὸ Διυλιστήριον»). Τὸ Διυλιστήριον ἔχει νῦν ἴκανότητα διϋλίσεως 1,88 ἑκατομμυρίων μετρικῶν τόννων ἐτησίως περίπου. Τὸ Ἐλληνικὸν Δημόσιον ἀπεφάσισεν ὅπως αὐξήσῃ τὴν ἴκανότητα ταύτην εἰς 3,2 ἑκατομμύρια μετρικῶν τόννων ἐτησίως.

0.2 Τὸ Ἐλληνικὸν Δημόσιον προτίθεται ὅπως ρυθμίσῃ τὰ τῆς προμηθείας ἀργοῦ πετρελαίου διὰ τὸ Διυλιστήριον ὡς καὶ τὰ τῆς παραλαβῆς καὶ διανομῆς τῶν ἐκ τῆς κατεργασίας τοῦ ἀργοῦ τούτου πετρελαίου προερχομένων ἐτοίμων προϊόντων.

0.3 Αἱ Ἐταιρεῖαι Μόμπιλ, Σέλλα καὶ BP ἐπιθυμοῦσι νὰ προμηθεύσωσιν ἀργὸν πετρέλαιον διὰ τὴν παραγωγὴν ἐτοίμων προϊόντων πετρελαίου ἐν Ἑλλάδι, κυρίως εἰς τὸ Διυλιστήριον, είναι δὲ πρόδημοι ὅπως χορηγήσωσιν ἢ προκαλέσωσι τὴν χορηγήσιν ἐντόκου δανείου ἐκ Δολλαρίων H.P.A. εἴκο-

ἡ ἐλαχίστη ποσότης ἀργοῦ πετρελαίου ἢν θὰ προμηθεύωσιν οἱ Προμηθευταὶ καὶ θὰ δέχεται τὸ Ἐλληνικὸν Δημόσιον καὶ² ἔξαστον ἔξαμηνον ἔσται πάντοτε 0,5 ἑκατομμύριον μετριῶν τόννων.

6.2.3 Διὰ τὰ ἡμερολογιακὰ ἔτη ἀπὸ 1970 μέχρι 1979 ἀμφοτέρων συμπεριλαμβανομένων θὰ προστίθεται εἰς τὴν ποσότητα τῶν παραδιδομένων 1.15 ἑκατομμυρίου μετρικῶν τόννων καὶ³ ἔξαμηνον (τὴν ἔξαμηναίαν Ὑποχρέωσιν προμηθείας ἀργοῦ πετρελαίου) πᾶσα ποσότης ἀργοῦ πετρελαίου (μὴ ἀντικατασταθεῖσα διὰ προϊόντων ὡς προβλέπεται ἐν τῇ παρούσῃ Συμβάσει) ἡς ἡ παράδοσις κατὰ προηγούμενα ἔξαμηνα ἀνεβλήθη κατὰ τὰς διατάξεις τῶν ἑδαφίων 6.2.1 ἡ 6.2.2, εὐθὺς ὡς καὶ καὶ⁴ ἦν ἔκτασιν ὑφίσταται τότε ἐν Ἐλλάδι διυλιστικὴ ἰκανότης, μὴ ὑποκειμένη εἰς δεσμεύσεις ἔναντι τρίτων, ἀναληφθεῖσας πρὸ τῆς 12ης Ιουλίου 1968. Εἳναι ἡ πλήρης ποσότης τοῦ ἀργοῦ πετρελαίου, ἡς ἡ παράδοσις ἀνεβλήθη, δὲν ἔχει προστεθῆ ἐν τὰς παραδοθησομένας κατὰ τὰ ἔτη 1971 μέχρι 1979 ποσότητας, πᾶσα τοιαύτη ποσότης μὴ προστεθεῖσα ὡς ἀνωτέρω εἰς τὰ ἔτη 1971 μέχρι 1979 φέλει παραδοθῆ ἐντὸς τοῦ ἔτους 1980. Ἔντοντος περιπτώσει, καὶ⁵ οίονδήποτε ἔξαμηνον τῶν ἡμερολογιακῶν ἐτῶν 1970 μέχρι 1979, ἀμφοτέρων συμπεριλαμβανομένων, ἡ προμηθεία ἀργοῦ πετρελαίου δυνάμει τῆς παρούσης εἰναι κατωτέρα τῆς ἔξαμηναίας Ὑποχρεώσεως Προμηθείας Ἀργοῦ Πετρελαίου διὰ τὸ ἐν λόγῳ ἔξαμηνον, δι' οἰανδήποτε αἵτιαν συνιστῶσαν λόγον μὴ ἔκτελέσεως τῶν διατάξεων τῆς παρούσης, δυνάμει τοῦ ἀρθροῦ 7 (πλὴν ὅμως, ἡ μὴ συμπλήρωσις τῆς αἰτήσεως τῆς ἴκανοτητος τοῦ Διυλιστηρίου ἀπὸ 1.88 εἰς 3.2 ἑκατομμύρια μετρικῶν τόννων ἐτησίως εἴτε ἡ τοιαύτη μὴ συμπλήρωσις εἴναι δικαιολογημένη εἴτε ὅχι κατὰ τοὺς ὅρους τοῦ ἀρθροῦ 7, δὲν φέλει φερηρηθῆ ὡς τοιοῦτος λόγος διὰ τοὺς σκοποὺς τοῦ παρόντος ἑδαφίου 6.2.3), οἱ Προμηθευταὶ θὰ ἔχωσι τὸ διακίωμα ἀλλ' οὐχὶ τὴν ὑποχρέωσιν ὅπως πωλήσωσιν εἰς τὸ Ἐλληνικὸν Δημόσιον FOB διυλιστήρια τῶν Προμηθευτῶν ἐν Μεσογείῳ τὰς ποσότητας διυλισμένων προϊόντων αἵτινες θὰ εἶχον παραχθῆ ἐκ τῶν ὑπολειφθεισῶν κατὰ τὰ ἀνωτέρω ποσοτήτων τοῦ ἀργοῦ πετρελαίου, ἔαντος εἰχον διυλισθῆ ἐν τῷ Διυλιστηρίῳ, αἱ δὲ οὕτω παραδιδόμεναι ποσοτήταις διυλισμέναι προστίθενται τὰς ἀνωτέρων τῶν διαφορῶν μεταξὺ τῶν 1,15 ἑκατομμυρίων μετρικῶν τόννων ἀργοῦ πετρελαίου καὶ τῆς πραγματικῶς παραδοθεῖσῆς κατὰ τὸ ἔξαμηνον ἐκείνο ποσότητος, πολλαπλασιαζομένην ἐπὶ 80 τεντς Η.Π.Α. Ἔπει τῇ τοιαύτῃ πληρωμῇ, τὸ κεφάλαιον τῶν ἀνεξιφλήτων Γραμματίων φέλει μειωθῆ κατὰ τὸ αὐτὸ ποσόν, μειουμένων κατὰ πρώτων τῶν Γραμματίων μὲ τὰς ἀπωτέρας λήξεις κατὰ τὸ κεφάλαιον αὐτῶν.

6.2.4 Αἱ τιμαι FOB διυλιστήρια τῶν Προμηθευτῶν ἐν Μεσογείῳ δι' ἔτοιμα ποσοῖνα παραγματισθέντα καὶ⁶ τὰς διατάξεις τῶν ἑδαφίων 6.2.1, 6.2.2 καὶ 6.2.3 θὰ καθορίζωνται ἐπὶ τῇ βάσει τῆς ὑπαρθέτων διτοῖς οἱ Προμηθευταὶ παρέδοσιν ἀργοῦ πετρελαίου KIRKUK) MOSUL εἰδικοῦ ὀρόφου 35,0 — 36,90 API, FOB TRIPOLI) BANIAS, εἰς τὴν ἐν τῷ παρόντι ἀρθρῷ 6 ὁ ὄροφον τοῦ τημήν, διτοῖ διυλισσαν τὸ ἀργὸν πετρελαίου εἰς τὸ Διυλιστήριον καὶ διτοῖ ὑπεβλήθησαν εἰς διαχώρας Βιωλίτεως παραχθεῖσες τοῖς προβλέποντος παραγού πετρελαίου ποσότητος, πολλαπλασιαζομένην ἐπὶ 80 τεντς Η.Π.Α. Ἔπει τῇ τοιαύτῃ πληρωμῇ, τὸ κεφάλαιον τῶν ἀνεξιφλήτων Γραμματίων φέλει μειωθῆ κατὰ τὸ αὐτὸ ποσόν, μειουμένων κατὰ πρώτων τῶν Γραμματίων μὲ τὰς ἀπωτέρας λήξεις κατὰ τὸ κεφάλαιον αὐτῶν.

6.3 Τύποι ἀργοῦ πετρελαίου, τιμαι καὶ λιμένες φορτώσεως

Τὸ Δημόσιον ἡ τὸ ὑπὸ αὐτοῦ ὑποδειχθησάμενον πρώτωπον θὰ ἔχῃ τὸ διακίωμα ὅπως ἐπιλέγη πρὸς καθορισμόν, κατὰ τὰς διατάξεις τῆς παρ. 6.9, ἐν ἡ πλείονα τῶν ἀκολούθων ἀργῶν πετρελαίων πρὸς προμηθείαν δυνάμει τῆς παρούσης Συμβάσεως. Τὰ τοιαύτα ἀργὰ πετρέλαια, ἐκτὸς ἐλλας προβλέπεται, θὰ είναι καλῆς μέσης ποιότητος διὰ τὸν ἔκαστοτε τύπου καὶ λιμένα φορτώσεως, θὰ παραστηθεῖσι τοῖς πλήρης φορτία, FOB λιμένα φορτώσεως, εἰς τὰς ἀκολούθους βασικὰς τιμάς:

Τύπος	Τιμή (Δολ. ΗΠΑ κατὰ Βαρέλιον ΗΠΑ)	Τιμή Φορτώσεως
Iraq(Kirkuk/Mosu) 11,83μέχρι 1.1.1973 Fob Tripoli ἡ (35,0-36,9)	1,79 κατὰ καὶ μετὰ Banias κατ' ἐπιτήσης την 1.1.73	λογήν τῶν Προμηθευτῶν
Arabian Light (34,0-34,9) API	1,42	Fob Ras Tanura
Arabian Medium(*) (31,0-31,9) API	1,29	Fob Ras Tanura ἢ ἑτέρους λιμένας τοῦ Περσικοῦ Κόλπου ὁρίζομένους ὑπὸ τῶν Προμηθευτῶν.
Arabian Heavy (27,0-27,9) API	1,26	Fob Ras Tanura
Iranian Light (34,0-34,9) API	1,41	Fob Kharg Island
Iranian Heavy (31,0-31,9) API	1,35	Fob Kharg Island.

(*) Ἀναφορικῶς πρὸς τὸ τυχὸν ἐπιλεγησομένον ὑπὸ τοῦ Ἐλληνικοῦ Δημοσίου ἀργὸν πετρέλαιον ARABIAN MEDIUM, οἱ Προμηθευταὶ θὰ ἔχωσι τὴν διακριτικὴν εὐχέρειαν ὅπως ἀντικαθίστωσι τοῦτο διὰ μίγματος ἀραβικῶν ἀργῶν πετρελαίων εἰδικοῦ θάρους 31,0—31,9 API. Οἱ Προμηθευταὶ θὰ ἔχωσι ὠσαύτως κατὰ καιρούς, ἀναφορικῶς πρὸς τὸ τυχὸν ἐπιλεγησομένον ὑπὸ τοῦ Ἐλληνικοῦ Δημοσίου ἀργὸν πετρέλαιον ARABIAN MEDIUM, τὴν διακριτικὴν εὐχέρειαν ὅπως ἀντικαθίστωσι τοῦτο δι' οἰουδήποτε ἀμιγοῦς ἀργοῦ πετρελαίου ἡ πετρέλαιον Περσικοῦ Κόλπου (ὧς λ.χ. KUWAIT) εἰδικοῦ θάρους 31,0—31,9 API, ἐφ' ὃσον τὸ ἀργὸν τοῦτο πετρέλαιον ἡ πετρέλαια θὰ δύνανται γὰρ διυλισθῶσιν ἐν τῷ Διυλιστηρίῳ. Οἱ Προμηθευταὶ θὰ συσκέπτωσι κατὰ καιρούς μετὰ τοῦ Ἐλληνικοῦ Δημοσίου ἀναφορικῶς πρὸς τὰς ποσότητας καὶ τὸν προγραμματισμὸν τῆς προμηθείας τοῦ τοιούτου ἀργοῦ πετρελαίου, ώστε γὰρ περιορίζεται εἰς τὸ ἐλάχιστον πᾶσα τυχὸν δυσμενῆς ἐπίπτωσις ἐπὶ τῆς καλῆς λειτουργίας τοῦ Διυλιστηρίου.

6.4 Ἀργὸν Πετρέλαιον Λιθύνης.

Ἐφ' ὃσον ἡθελει ζητηθῆ ὑπὸ τοῦ Ἐλληνικοῦ Δημοσίου, πρὸς ἀντιμετώπισιν προσκαίρων προβλημάτων λειτουργίας, οἱ Προμηθευταὶ θὰ καταβάλλωσι προσπάθειαν ὅπως ἔξαστα τοιαύτης περιωρισμένας ποσότητας ἀργοῦ πετρελαίου Λιθύνης διαθέσιμους πρὸς προμηθείαν δυνάμει τῆς παρούσης Συμβάσεως. Καὶ⁷ ἦν ἔκτασιν τοιοῦτον ἀργὸν πετρέλαιον ἡθελει παραδοθῆ κατὰ τοὺς θάρους τῆς παρούσης, ἡ βασικὴ τιμὴ αὐτοῦ θὰ ἀνέρχεται εἰς Δολ. ΗΠΑ 1,80 κατὰ Βαρέλιον ΗΠΑ, FOB πατάλληλην Λιθύνην λιμένα φορτώσεως δι' ἀργὸν πετρέλαιον εἰδικοῦ θάρους 40,0 θάρμων API ἡ ἐλαχιστότερην.

6.5 Ἀργὸν Πετρέλαιον Βενεζουέλας.

Εἰς περίπτωσιν ἑκτάκτου ἀνάγκης, ἀργὰ πετρέλαια Βενεζουέλας δύνανται νὰ διατεθῶσι FOB λιμένα φορτώσεως Βενεζουέλας

σωμάτων πρὸς τοὺς Πίνακας Μετρήσεως Πετρελαίου, ASTM - IP (Βρετανικὴ "Εκδόσις", Ἰνστιτούτου Ηετρελάκου 1952, ὡς αὗτη ἥδεις τροποποιηθῆ ἀπὸ κακοῦ εἰς κακόν).

6.12.3. Ἐὰν οἱ ἀντιπρόσωποι τῶν Προμηθευτῶν ἀρνηθῶσι τὴν ἔγκρισιν τοῦ πιστοποιητικοῦ ἐλέγχου, λόγῳ οἰστισθῆστος διαιφορᾶς ἀναφοριῶν πρὸς τὴν παστήτη τοῦ ποιότητα, οἱ ἀντιπρόσωποι καὶ εἰς ἀντιπρόσωπος τοῦ σκάφους θέλουσιν ἐπιλέξει ἀπὸ κοινοῦ διαιτητὴν εἰς τὸν λιμένα φορτώσεως. Ἱνα καρίη τὴν τοιαύτην διαιφορᾶν, ὑπὸ τὸν ὄρον, δικαῖος. Στὶ τὴν φορτωτικὴν θέλει συνταχῇ ἐν πάσῃ περιπτώσει συμφώνως πρὸς τὸ πιστοποιητικόν, τὸ δὲ σκάφος θὰ δύναται ν' ἀποτελέσῃ. Ἡ ἀπόφασις τοῦ διαιτητοῦ θὰ εἰναι τελεσίδικος, τὸ δὲ πιστοποιητικὸν ἐλέγχου θὰ ἐπικυροῦται ἡ ἀναθεωρῆται ἀναλόγως, συμφώνως πρὸς τὴν τοιαύτην ἀπόφασιν. Ἐὰν τὸ πιστοποιητικὸν, τὸ δὲ σκάφος θὰ δύναται ν' ἀποτελέσῃ.

6.12.4. Ἐν τῷ περιπτώσει δὲν διορισθῆ ἐλεγκτὴς ἡ ἔφοδον ὁ διορισθεὶς δὲν παρίσταται καθ' ὃν χρόνον τὸ σκάφος εἴναι ἔτοιμον πρὸς φόρτωσιν, οἱ Προμηθευτοὶ ή οἱ ἀντιπρόσωποι αὐτῶν θὰ χωρήσωσιν εἰς τὴν φόρτωσιν, ἡ δὲ ποσότητας καὶ ποιότης, ὡς αὗται εἴκηκριθωμέναν καὶ ἔβεβαιώθησαν ὑπὸ τῶν ἀντιπροσώπων αὐτῶν, θὰ εἰναι δεκταὶ διὰ τὴν σύνταξιν τοῦ τιμολογίου καὶ τῆς φορτωτικῆς.

6.13 Πληρωμὴ.

Ἡ πληρωμὴ διὰ ἀργὸν πετρέλαιον προσκομισθὲν δυνάμει τῆς παρούσης Συμβάσεως θὰ ἐνεργῆται οὐχὶ δραδύτερον τῶν ἔδδομάκοντα πέντε (75) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς φορτωτικῆς. τὸ δέ πεποντὸν διάκριτον τὴν φορτωτικήν, ἡ δὲ ποσότητας καὶ ποιότης, ὡς αὗται εἴκηκριθωμέναν καὶ ἔβεβαιώθησαν ὑπὸ τῶν ἀντιπροσώπων αὐτῶν, θὰ εἰναι δεκταὶ διὰ τὴν σύνταξιν τοῦ τιμολογίου καὶ τῆς φορτωτικῆς.

Άρθρον 7.

ΤΥΧΑΙΑ ΣΥΜΒΕΒΗΚΟΤΑ

7.1 Διὰ τὸν σκοπὸν τῆς παρούσης Συμβάσεως, τὰ τυχαῖα συμβεβηκότα περιλαμβάνουσι: πάσιν πολεμικὴν ἐχθροποιῶν, δημοσίαν διασπλευσιν τῆς τάξεως, ἐχθρικὴν ἐνέργειαν, δολιοφθοράν, ἀπεργίαν (Λόκ—Οὔτ) (LOCK—OUT). ἐργατικὰς δυσχερείας, πυρκαϊάν, θεομηνίαν, ἀτύχημα, διακοπὴν λειτουργίας, ἀπίδημικὰς ἀσθενείας, η πᾶσαν αἵτιαν εὐλόγως θεωρουμένην ὡς ἀνεξάρτητον τῆς θελήσεως τοῦ συμβαλλομένου, η ἐκτέλεσις τῶν ὑποχρέωσεων τοῦ δόπιου κατὰ τοὺς δρους τῆς παρούσης Συμβάσεως ἐπηρεάζεται ὑπὸ αὐτῆς.

7.2 Οὐδεμία παράδεισις, παράλειψις η καθυστέρησις περὶ τὴν ἐκπλήρωσιν η τήρησιν οἰσαδήποτε τῶν περιλαμβανομένων ἐν τῇ παρούσῃ Συμβάσει διατάξεων θέλει ἀποτελέσει ἀφορμήν, ἐκτὸς ἐὰν ὑπάρχῃ ρητὴ πρόβλεψις περὶ τοῦ ἀντιδέου, δι᾽ οἰσαδήποτε ἀπαίτησιν καθ' οἰσαδήποτε συμβαλλομένου η θέλει θεωρηθῆ ὡς μὴ ἐκπλήρωσις τῆς Συμβάσεως ἐὰν η τοιαύτη παράδεισις η παράλειψις προέρχεται ἐξ οἰσαδήποτε τυχαίου συμβεβηκότος.

7.3 Οἱ Προμηθευτοὶ δὲν θὰ εὐθύνωνται διὰ ζημιάς η ἀπωλείας (συμπεριλαμβανομένων τῶν ἐμμέσων καὶ παραγώγων ζημιῶν) η δι᾽ ὑπεραιωμονὴν ὑφελομένης εἰς σιγνήτητος καθυστέρησιν η ὁδυναμίαν περὶ τὴν ἐκτέλεσιν τῆς παρούσης: 1) Λόγῳ συμμορφώσεως πρὸς οἰσαδήποτε διαταγὴν αἵτημα η ἐλεγχοῦ πάστρας κρατικῆς ἀρχῆς. η προσώπου ἐμφυγίζομένου ὡς ἐνεργοῦντος διὰ λογαριασμὸν αὐτῆς, η 2) ἐάν, λόγῳ τυχαίου συμβεβηκότος, ὑπάρχῃ τοιαύτη περικοπὴ η παρεμπόδισις: (i) ὡς πρὸς τὴν διαθεσμότητα ἀργοῦ πετρέλαιου η καὶ πετρέλαιοιδῶν προϊόντων ἐξ οἰσαδήποτε τῶν πηγῶν ἐφοδιασμοῦ τῶν Προμηθευτῶν ἐν οἰσαδήποτε χώρᾳ κειμένων η (ii) τῆς μεταφορᾶς τοιούτου ἀργοῦ πετρέλαιου η καὶ τοιούτων πετρέλαιοιδῶν προϊόντων, ὥστε νὰ καθυστέρησῃ η παρακλησίη η ματαίωσή η ὑπὸ τῶν Προμηθευτῶν προμηθεῖ τῆς δυνάμει τῆς παρούσης παραδοτέας συνολικῆς ποσότητος ἀρ-

γοῦ πετρέλαιου, διατηρούμενων ταυτοχρόνως εἰς τὸ ἀκέραιον ἀπασῶν τῶν ἑτέρων ἔργαισιν αὐτῶν εἰς ἀργὸν πετρέλαιον καὶ πετρελαιοειδῆ προϊόντα (ὅπειδή ποτε παραγόμενα καὶ εἴτε ταῦτα προορίζονται νὰ παραδοθῶν εἰς τὸν αὐτὸν τόπον η τόπους, ως οὗτος η οὗτοι καθορίζονται ἐν τῇ παρούσῃ εἰτε ἀλλαχοῦ). Εἰς πᾶσαν τοιαύτην περίπτωσιν, οἱ Προμηθευτοὶ θὰ εἰναι ἐλεύθεροι ὅπως διακόφωσι, μειωσώσαν η ἀναστείλωσι τὰς δυνάμεις τῆς παρούσης παραδόσεις, καθ' ὃν ἔκτασιν κρίνουσιν εὐλογῶν καὶ δικαίων πάσις τὰς περιστάσεις, μὴ ὑποχρεώμενοι ὅπως ἀποκτήσουν, εἰτε δι' ἀγορᾶς εἰτε ἀλλαγῆς προσδέτους ποσότητας παρ' ἑτέρων προμηθευτῶν. Τὸ Ἑλληνικὸν Δημόσιον θὰ εἰναι ἐλεύθερον ὅπως ἀγορᾶς παρ' ἑτέρων προμηθευτῶν πᾶν ἔλλειμμα ἐκ παραδόσεων, προκύπτον ἐκ τῆς ἐφαρμογῆς τῆς παρούσης παραγράφου 7.3, η δὲ παραδοτέα δυνάμει τῆς παρούσης Συμβάσεως ποσότης θέλει μειωθῆ ἀκινάργως.

7.4 Εάν, λόγῳ τυχαίου συμβεβηκότος, ἐπελάθοντος εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ οἰσαδήποτε λειτουργοῦντα τὸ Διυλιστήριον, διορισθεὶς δὲν παρίσταται καθ' ὃν χρόνον τὸ σκάφος εἴναι ἔτοιμον πρὸς φόρτωσιν, οἱ Προμηθευτοὶ η οἱ ἀντιπρόσωποι αὐτῶν θὰ χωρήσωσιν εἰς τὴν φόρτωσιν, η δὲ ποσότητας καὶ ποιότης, ὡς αὗται εἴκηκριθωμέναν καὶ ἔβεβαιώθησαν ὑπὸ τῶν ἀντιπροσώπων αὐτῶν, θὰ εἰναι δεκταὶ διὰ τὴν σύνταξιν τοῦ τιμολογίου καὶ τῆς φορτωτικῆς.

7.5 Αἱ ἀνωτέρω διατάξεις τοῦ παρόντος ἀρθροῦ 7 δὲν θὰ ἐφαρμόζωνται καὶ δὲν θὰ ἐπηρεάζωσιν οἰσαδήποτε ὑποχρέωσιν οἰσαδήποτε τῶν συμβαλλομένων πληρωμῆς η ἀποπληρωμῆς χρημάτων, συμπεριλαμβανομένης πάσης ὑποχρέωσεως ἀποπληρωμῆς πεπειλαπομένης ἐν τῷ ἐδαφίῳ 6.2.3.

Άρθρον 8.

ΠΛΕΟΝΑΖΟΝΤΑ ΠΡΟ·ΠΟΝΤΑ.

Πᾶσα προσπάθεια θέλει καταβληθῆ πρὸς ρύθμισιν τῆς λειτουργίας τοῦ Διυλιστηρίου κατὰ τρόπον, ὥστε ν' ἀποφεύγεται η παραγωγὴ πλεονάζοντων προϊόντων, μὴ δυναμένων νὰ διατεθῆσιν ἐν Ἑλλάδι. Εάν, παρὰ ταῦτα, παραχθῶσιν οἰσαδήποτε τοικῦτα πλεονάζοντα προϊόντα, τὸ Ἑλληνικὸν Δημόσιον θὰ ἀγοράσῃ τὰ τοιαῦτα προϊόντα παρὰ τῆς RSC εἰς τὰς ἐδαφίων 5.4.2 ὄριομένας τιμάς.

Άρθρον 9.

ΕΓΧΩΡΙΟΝ ΑΡΤΟΝ ΠΕΤΡΕΛΑΙΟΝ.

Εἰς ην περίπτωσιν, διαρκούσης τῆς ισχύος τῆς παρούσης Συμβάσεως, παραχθῇ ἀργὸν πετρέλαιον ἐν Ἑλλάδι εἰς ὑπορευσμάτους ποσότητας καὶ ποιότητας καταλλήλους πρὸς κατεργασίαν εἰς τὰ τόπες οὐφιστάμενης Ἑλληνικὰ Διυλιστήρια ἀπὸ τεχνικῆς καὶ οἰκονομικῆς ἀπόψεως, τόπες, αἵτησι τοῦ Ἑλληνικοῦ Δημοσίου, οἱ διόδει συμβαλλόμενοι θέλουσι συσκεφθῆ καὶ ἔξετάσι τὰς τυχὸν ἐνδεικνυομένας τροποποιήσεις τῆς παρούσης Συμβάσεως, πρὸς τὸν σκοπὸν ὅπως καταστῇ δυνατὴ η κατεργασία ἐγχωρίου ἀργοῦ πετρέλαιου εἰς τὰ τόπες οὐφιστάμενα Ἑλληνικὰ Διυλιστήρια. Ἐν η περίπτωσι οἰσαδήποτε τοικῦτα προϊόντα παρὰ τῆς RSC εἰς την τοιαύτην παραπομένην τιμήν.

ΠΑΡΑΡΤΗΜΑ Α

ΓΡΑΜΜΑΤΙΟΝ ΕΙΣ ΔΙΑΤΑΓΗΝ

Ληξις

· Αριθ. Δολ. Η.Π.Α.

Τὸ Ἑλληνικὸν Δημόσιον, δὶ’ ἀξίαν ληφθεῖσαν, ὑπόσχεται διὰ τῆς παρούσης ὅπως καταβάλῃ εἰς διαταγὴν τοῦ τὴν τὸ ποσὸν τῶν εἰς νόμιμον νόμισμα τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, καταβάλῃ δὲ ἐπίσης τόκον ἐπὶ τοῦ ἐν λόγῳ κεφαλαίου εἰς νόμιμον νόμισμα τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς πρὸς 6.1)2 ἐπὶ τοῖς ἑκατὸν ἑπτήσισι τὴν 1ην Ἰουλίου 1969 καὶ τὴν 1ην Ἰανουαρίου καὶ 1ην Ἰουλίου ἑκάστου τῶν ἐπομένων ἑτοῖς μέχρι τῆς ἡμερομηνίας λήξεως συμπεριλαμβανομένης.

Πλέσαι αἱ πληρωμαὶ κεφαλαίου καὶ τόκου θέλουσιν ἐνεργηθῆ πρὸς τὴν ἐν Νέᾳ Υόρκῃ (ἡ εἰς τὴν ἔδραν τῆς διαδόχου αὐτῆς), πᾶσα δὲ πληρωμὴ τόκων δὲτελεσθεῖσαν διὰ τὸ ποσόν τοῦ κατόχου ἐπὶ τοῦ παρόντος Γραμματίου. Τὸ παρὸν Γραμμάτιον ἀποτελεῖ ἐν σειρᾷς Γραμματίων ἑκδοθέντων τὴν διὰ συνολικὸν ποσὸν κεφαλαίου Δολ. Η.Π.Α. εἴκοσιν ἑκατομμυρίων (20.000.000). Ἀτιναὶ Γραμμάτια, ὁμοῦ μεđι' οἰωνοθήπτετε ἑτέρων τυχόν ἑκδοθησαμένων εἰς ἀντικατάστασιν παντὸς Γραμματίου ἢ Γραμματίων, καλοῦνται ἐνίστε ἐν τῇ παρούσῃ συλλογικῶς τὰ «Γραμμάτια».

‘Η ληξις τοῦ παρόντος Γραμματίου δύναται, κατὰ διακριτικὴν εὐχέρειαν τοῦ κατόχου αὐτοῦ, νὰ ἐπιτευχθῇ, ὥστε νὰ καταστῇ τούτο ἀμέσως ληξιπρόθεσμον καὶ ἀπαιτητὸν κατὰ τὴν ἡμερομηνίαν τῆς ἀσκήσεως τῆς ὡς διακριτικῆς εὐχερείας, ἐν ἣ περιπτώσει τὸ Ἑλληνικὸν Δημόσιον ἦθελε κατατῆται ὑπερήμερον ὡς ποδὸς τὴν ὑπογράψαντις αὐτοῦ ὅπως καταβάλῃ τὸ κεφαλαίον ἢ τὸν τόκον ἐπὶ τοῦ παρόντος Γραμματίου ἢ οἰουστήποτε τῶν Γραμματίων καὶ ἐφ’ ὅσον ἢ τοιάτη ὑπερημερία ἦθελε συνεχισθῆ διὰ περίοδον δεκαπέντε ἡμερῶν. ‘Η Ἐταιρεία MOBIL SALES AND SUPPLY CORPORATION ἢ ἡ Ἐταιρεία BP TRADING LIMITED ἢ ἡ Ἐταιρεία BATAAFSE INTERNATIONALE PETROLEUM MAATSCHAPPIJ N.V. δὲ ἔχη τὴν διακριτικὴν εὐχέρειαν ὅπως κηρύξῃ ἀμέσως ληξιπρόθεσμον καὶ ἀπαιτητὸν τὸ ὄλον ἢ μέρος τοῦ ποσοῦ τοῦ κεφαλαίου τοῦ παρόντος Γραμματίου (ἀδιαφόρων ὑπὸ ποίου κατέχεται τοῦτο), συμφώνως πρὸς τὰς διατάξεις τῆς ἀπὸ 1968 Συμβάσεως μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου, τῶν ἐν αὐτῇ ἀναφερομένων ὡς Προμηθευτῶν συμβαλλομένων καὶ τῆς Ἐταιρείας Ὑπηρεσιῶν Διεύλιστηρίου (RSC).

Πρὸς τὸν σκοπὸν ὑπολογισμοῦ τοῦ τόκου διὰ πᾶσαν ἑτέραν τῶν ἔξι μηνῶν περίοδον, τὸ ἡμερολογιακὸν ἔτος δὲτελεσθεῖσαν ὡς συνιστάμενον ἐκ δώδεκα μηνῶν ἐκ τριάκοντα ἡμερῶν ἑκάστου.

Τὸ παρὸν Γραμμάτιον διέπεται ὑπὸ τῶν νόμων τῆς Πολιτείας τῆς Νέας Υόρκης.

Τὸ Ἑλληνικὸν Δημόσιον ὑπάγει ἐαυτὸ διὰ τοῦ παρόντος εἰς τὴν ἀρμοδιότητα τῶν δικαστηρίων τῆς Πολιτείας τῆς Νέας Υόρκης (συμπεριλαμβανομένων τῶν ἐν αὐτῇ ἔδρευόντων ὄμοσπονδιακῶν δικαστηρίων), εἰς πᾶσαν ἀγωγὴν ἐγερμένην ἐκ τοῦ παρόντος Γραμματίου, διορίζει δὲ ἀνεκκλήτως διὰ τοῦ παρόντος τὸν ἐν Νέᾳ Υόρκῃ Γενικὸν Πρόξενον τῆς Ἑλλάδος ὡς ἀντίκλητον αὐτοῦ διὰ πᾶσαν ἀγωγὴν ἢ δικαστικὴν ἐνέργειαν ἀναφορικῶς πρὸς τὸ παρὸν Γραμμάτιον.

Διὰ τὸ Ἑλληνικὸν Δημόσιον

‘Ο Ὑπουργὸς Οἰκονομικῶν

· · · · ·

“Αρθρον 14.

ΓΛΩΣΣΑ

‘Η παροῦσα Σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ τὴν Ἀγγλικὴν γλώσσαν, ἀμφότερα δὲ τὰ κείμενα ἔχουν τὴν αὐτὴν ἴσχυν.

“Αρθρον 15.

ΠΑΡΑΚΟΛΟΥΘΗΣΙΣ ΤΗΣ ΕΚΤΕΛΕΣΕΩΣ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

‘Ο Ὑπουργὸς Συντονισμοῦ, μέσω τῆς Ἐθνικῆς Ὑπηρεσίας Πετρελαιοειδῶν Ἑλάδος, δὲτελεσθεῖσαν τῆς παραχολουμένη τὴν ἑκτέλεσιν τῆς παρούσης Συμβάσεως διὰ λεγχρισμάτων τοῦ Ἑλληνικοῦ Δημοσίου. ‘Η Ἐθνικὴ Ὑπηρεσία Πετρελαιοειδῶν Ἑλάδος ἀποτελεῖ τὸν ὀργανισμὸν μεđι' οὗ οἱ Προμηθευταὶ καὶ ἡ RSC δὲτελεσθεῖσαν τῆς συνενόησιν διὰ τὰς προβλεπομένας ἐν τῇ παρούσῃ παροχὴν ὑπηρεσίῶν, λη̄ψιν ἀποφάσεων καὶ σύναψιν περαιτέρω συμβωνιῶν πρὸς ἐφαρμογὴν τῆς παρούσης Συμβάσεως.

Διὰ τὸ ΕΛΛΗΝΙΚΟΝ ΔΗΜΟΣΙΟΝ
ΝΙΚΟΛΑΟΣ ΜΑΚΑΡΕΖΟΣ

Διὰ τὴν MOBIL SALES AND SUPPLY
CORPORATION

GERALD T. OWENS, JR.

Διὰ τὴν BP TRADING LIMITED

PETER JOHN INGLIS RICHMOND

Διὰ τὴν BATAAFSE INTERNATIONALE
PETROLEUM MAATSCHAPPIJ N.V.

JOAO DE LENCASTRE

Διὰ τὴν ΕΤΑΙΡΕΙΑΝ ΥΠΗΡΕΣΙΩΝ

ΔΙΥΛΙΣΤΗΡΙΟΥ

MAURICE JAMES BAIRD—SMITH

GORDON DUNCAN

MAURICE—ANTOINE CAZES

Ε Γ Γ Υ Η Σ Ι Σ

Η Τράπεζα της Ελλάδος έγγυαται διὰ τῆς παρούσης τὴν ἐμπρόθεσμον πληρωμήν, κατὰ τὴν ληξίν, τοῦ παρόντος Γραμματίου καὶ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, νόμιμον ἐκπλήρωσιν οἰουδήποτε καὶ ἀπάντων τῶν ἐν αὐτῷ διαλαμβανομένων ὅρων καὶ συμφωνιῶν. Η Τράπεζα της Ελλάδος παραιτεῖται διὰ τῆς παρούσης: α) τῆς πρὸς αὐτὴν ἀναγγελίας ἀναφορικώς πρὸς τὴν ἀποδοχὴν τοῦ παρόντος Γραμματίου, πρὸς τὴν λῆψιν ἡ παράλειψιν πάσης ἐνεργείας κατὰ ταῦς ὅρους τῆς παρούσης καὶ πρὸς τὴν μὴ πληρωμῆν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου παντὸς τοιούτου ποσοῦ ἡ τὴν μὴ ἐκπλήρωσιν παντὸς τοιούτου ὅρου καὶ συμφωνίας καὶ β) πάσης ἀξιώσεως ἐμφανίσεως, διαμαρτυρήσεως ἡ ἀναγγελίας πάσης τύσεως.

Η Τράπεζα της Ελλάδος συγκατατίθεται διὰ τῆς παρούσης εἰς πᾶσαν τροποποίησιν, μεταβολὴν ἡ συμπλήρωσιν τοῦ παρόντος Γραμματίου, συμπεριλαμβανομένης τῆς ἀνανεώσεως, παρατάσεως ἡ ὑποκαταστάσεως τούτου τυχὸν συμφωνηθησμένης μετὰ τοῦ Ἑλληνικοῦ Δημοσίου, ἔξαιρουμένης τῆς περιπτώσεως καθ' ἣν ἐπέρχεται ἐπαύξησις τοῦ κεφαλαίου ἡ τοῦ τόκου συνομολογεῖ δὲ ὅτι οὐδεμία τοιαύτη τροποποίησις, μεταβολή, συμπλήρωσις. ὑποκατάστασις, ἀγανάσσωσις ἡ παράτασις θέλει: ἔρει ἡ φιλάσσει τὴν ἐκ τῆς παρούσης ἐγγυήσεως εὐθύνην αὐτῆς καὶ δι τοῦ θέλει προσυπογράψει Ἐγγύησιν, πανομοιότυπον τῇ παρούσῃ διὰ πᾶν Γραμμάτιον ἡ Γραμμάτια ὑπογραφόμενα ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς ἀντικατάστασιν τοῦ παρόντος Γραμματίου.

Η Τράπεζα της Ελλάδος ὑπάγει ἑαυτὴν διὰ τῆς παρούσης εἰς τὴν ἀρμοδιότητα τῶν δικαστηρίων τῆς Πολιτείας τῆς Νέας Υόρκης (συμπεριλαμβανομένων τῶν ἐν αὐτῇ ἐδρευόντων ὅμοσπονδικῶν δικαστηρίων), εἰς πᾶσαν ἀγωγὴν ἐγειρουμένην ἐκ τοῦ παρόντος Γραμματίου καὶ τῆς παρούσης Ἐγγυήσεως, διορίζει δὲ ἀνεκκλήτως διὰ τῆς παρούσης τὸν ἐν Νέᾳ Υόρκῃ Γενικὸν Πρόξενον τῆς Ελλάδος ὡς ἀντικλητον αὐτῆς διὰ πᾶσαν ἀγωγὴν ἡ δικαστικὴ ἐνέργειαν, ἀναφορικῶς πρὸς τὸ παρὸν Γραμμάτιον ἡ τὴν παρούσαν Ἐγγύησιν.

Διὰ τὴν Τράπεζαν τῆς Ελλάδος

ΠΑΡΑΡΤΗΜΑ Β

Ἐπέκτασις Διϋλιστηρίου Ἀσπροπούρου.

Περιεχόμενον Προσφορῶν.

I. ΓΕΝΙΚΑ

Περιγραφὴ τοῦ ἔργου, συνισταμένη εἰς τὰς ἀνανεούμενας καὶ προσθέτους ἐγκαταστάσεις τοῦ διϋλιστηρίου. Βασικὰ Κριτήρια τῆς Τεχνολογικῆς Μελέτης: παράδεισις τῶν καταλλήλων συνδημάτων ἐδάφους, ἐκροής ὑδατος καὶ ἀέρος καὶ τῶν Κοινογρήστων Ἐγκαταστάσεων. Γενικὸν σχεδιαγραφματικόν περιλαμβανόντων μόνον μέθοδον ἐλέγχου. Πρότυποι Προδιαγραφαὶ διὰ τὰς κυρίας κατηγορίας ὑλικῶν καὶ ἔξοπλισμοῦ.

II. ΕΝΤΟΣ ΤΟΥ ΔΙΓΛΙΣΤΗΡΙΟΥ

Μελέτη κατεργασίας (PROCESS DESIGN) τῶν ἀνανεούμενων καὶ προσθέτων μονάδων, ἀποτελουμένη ἐκ τῶν ἰσοζυγίων διερμότητος καὶ προϊόντων, ἐκ διαγραμμάτων ροῆς κατὰ τὴν κατεργασίαν (PROCESS FLOW SHEETS) περιλαμβανόντων μόνον μέθοδον ἐλέγχου. Πρότυποι Προδιαγραφαὶ διὰ τὰς κυρίας κατηγορίας ὑλικῶν καὶ ἔξοπλισμοῦ.

III. ΕΚΤΟΣ ΤΟΥ ΔΙΓΛΙΣΤΗΡΙΟΥ

Η μελέτη τῶν ἐγκαταστάσεων αὐτῶν, ἀπὸ τῆς παραλαβῆς τοῦ ἀργοῦ πετρελαίου ἐν Μεγάραις μέχρι τῆς παραδοσεως προϊόντων ἐκ τοῦ Διϋλιστηρίου, θὰ γίνη περιγραφικῶς, συμπληρουμένη διὰ σκαριφημάτων καὶ σχηματικῶν διαγραμμάτων ροῆς. Ἐπὶ τῶν ὑφισταμένων σχεδιαγραμμάτων θὰ σημειωθοῦν αἱ ἀπαιτούμεναι προσθήκαι. Σκαριφήματα τῶν κοινογρήστων ἐγκαταστάσεων, (ἀτμοῦ, ὕδατος, ἡλεκτρικοῦ ρεύματος, καυστικῶν, ἀέρος).

Κατάλογος, σχέδιον καὶ σχηματικὸν διάγραμμα ροῆς νέων

ἀποθηκευτικῶν χώρων. Σημεῖα συνδέσεως τῶν νέων ἐγκαταστάσεων κατὰ προσέγγισιν. Ἀπαιτούμεναι προσθήκαι εἰς τὰς ἐγκαταστάσεις φορτώσεως καὶ ἐκφορτώσεως ὀργοῦ πετρελαίου καὶ προϊόντων καὶ καθορισμὸς μεγέθους τῶν κυριωτέρων ἀγωγῶν.

AGREEMENT

FOR THE SUPPLY OF CRUDE OIL AND THE DISPOSAL OF FINISHED PRODUCTS FROM THE ASPROPYRGOS REFINERY

In Athens this second day of November 1968, between the GREEK STATE on the one part, represented in this connection for signature of this Agreement by the Minister of Coordination, Mr. Nicolaos Makarezos, and, on the other part, (1) MOBIL SALES AND SUPPLY CORPORATION, of New York, hereinafter called «MOBIL», legally represented by Mr. Cerald T. Owens, Jr., (2) BP TRADING LIMITED, of London, hereinafter called «BP», legally represented by Mr. Peter John Inglis Richmond, (3) BATAAFSE INTERNATIONALE PETROLEUM MAATSCHAPPIJ N.V., of The Hague, hereinafter called «SHELL», legally represented by Mr. João de Lencastre, the above three companies hereinafter collectively called «the Suppliers», and (4) REFINERY SERVICES COMPANY S.A., of Athens, hereinafter called «RSC», represented by Mr. Maurice James Baird-Smith, Mr. Gordon Duncan and Mr. Mavrikios-Antoniou Kazes, the following is agreed upon:

Article 0

RECITALS

0.1 The Greek State is the owner of the Aspropyrgos Refinery (hereinafter sometimes called «the Refinery»). The Refinery presently has a capacity of approximately 1.88 million metric tons per annum. The Greek State has decided to expand that capacity to 3.2 million metric tons per annum.

0.2 The Greek State wishes to arrange for the supply of crude oil for the Refinery and the offtake and distribution of finished products resulting from the processing of such crude oil.

0.3 Mobil, Shell and BP wish to supply crude oil for the manufacture of finished petroleum products in Greece primarily at the Refinery, and are willing to make or cause to be made an interest-bearing loan of US\$ twenty million to the Greek State as well as to grant the interest subsidy in the form of additional payments, all as more specifically provided below, and to provide certain technical, engineering, design, and supervisory services with regard to the expansion of the Aspropyrgos Refinery as provided below.

0.4 RSC will perform certain after mentioned services including or relating to the purchase of crude oil from the Greek State for processing, the disposal of products and the disbursement of the proceeds from product sales.

0.5 The Statutes of RSC, established by Notarial Deed No. 58139 as amended by Notarial Deed No. 58160 of the Athens Notary Public Eustathios Koutsochera and approved by Decision No. 62795/5572 dated October 7, 1968 of the Minister of Commerce, was published in the Bulletin of Incorporated and Limited Liability Companies of the Government Gazette, Issue No. 1032 dated October 12, 1968.

NOW, THEREFORE, it is agreed as follows :

Article 1.

TERM

1.1 This Agreement shall be ratified by law and published in the Government Gazette as soon as possible.

It shall be law on the date it is so published. It shall be effective on that date except

1.1.1 with respect to supply of crude oil it shall be effective as of August 27, 1968 ;

1.1.2 with respect to RSC it shall be effective on 1st January 1969 or such earlier date as may be agreed between the parties.

1.2 This Agreement terminates on December 31, 1980. Tacit prolongation of the Agreement or renewal of the Agreement for an undefined period of time is precluded. However, the rights and obligations of the parties arising out of the Agreement and the final account and settlement under the Agreement and the resolution of any dispute or controversy hereunder shall continue to be governed by all the provisions of this Agreement after the afore-mentioned date of termination.

1.3 Cargoes of crude oil loaded prior to the above-mentioned date of termination of the Agreement (December 31, 1980) and the purchase and sale of products shall be dealt with by RSC in accordance with the terms of this Agreement not later than March 31, 1981. This time limit shall be extended, if necessary, until June 30, 1981.

Article II LOAN

2.1 Loan

Subject to the terms and conditions hereof Suppliers shall lend or cause to be lent to the Greek State on the Closing Date the sum of twenty million US-dollars. The Closing Date shall be the fourteenth day after this Agreement is signed, or the fifth day after it is published as a law in the Government Gazette whichever day is later. The amount of the loan shall be paid in clearing house funds to the First National City Bank, New York, N.Y. (or such other bank or trust company in New York, N.Y., as may be designated by the Greek State by notice in writing delivered to Suppliers not later than five (5) days before the Closing Date) for the account of the Greek State.

2.2 Conditions Precedent to Loan

a. The Greek State shall have executed and delivered to the bank referred to in 2.1 with instructions to such bank that the Notes are to be delivered to Suppliers only after the funds have been furnished by Suppliers a series of promissory notes (hereinafter called «the Notes») in the total principal amount of twenty million U.S. dollars with interest on the par value of the Notes at the rate of 6.5 per cent per annum to be paid semi-annually.

The number of Notes to be issued, which shall not without the consent of the Bank of Greece be more than three in respect of each maturity date, the principal amount of each Note, and the payee of each Note, shall be designated in a notice in writing given by Suppliers or any one of them on behalf of all of them not later than five days prior to the Closing Date ; in the absence of any such notice there will be seventeen Notes, each in the principal amount of US\$ 1,176,470.60, and the payee of each Note shall be Mobil, Shell and BP in equal shares. The maturity dates of the Notes will be such that Notes in the aggregate principal amount of US\$ 1,176,470.60 shall become due and payable on July 1, 1971 and Notes having the same aggregate principal amount shall become due and payable on January 1, and July 1 of each year thereafter until and including) July 1, 1979. Each Note shall be in the form attached as Annex «A».

b. Suppliers shall have received from counsel for the Greek State an opinion in English, in form and substance satisfactory to Suppliers, to the effect that the Notes have been duly authorized, executed and delivered by

the Greek State and constitute valid and binding obligations of the Greek State, valid and enforceable in accordance with their terms.

2.3 Fractionalisation

Any holder of any of the Notes shall have the right at any time with the consent of the Bank of Greece to have any of the Notes replaced by two or more Notes in smaller principal amounts having an aggregate principal amount equal to the principal amount of the Notes surrendered, and otherwise being identical in form and substance with the Notes surrendered. As used herein and in Annex «A» the term «Notes» shall include any Notes substituted for earlier issued Notes.

2.4 Reinstatement of Loan.

If part of the supply of crude oil hereunder has been postponed for any reason constituting an excuse for non-performance under Article VII or pursuant to 6.2.2 and if for that reason an amount of the loan has been repaid in accordance with the provisions of 6.2.2 or 6.2.3 and if the amount of the crude oil whose supply has been so postponed is lifted in whole or in part prior to January 1, 1979, then on the first day of the semi-annual period from January 1 through June 30, both inclusive, or July 1 through December 31, both inclusive, of any calendar year, following the semi-annual period during which such crude was so lifted Suppliers shall at the request of the Greek State reinstate that portion of the loan the repayment of which was thus accelerated which corresponds to the postponed quantity of crude oil so lifted upon the condition that the Greek State furnishes Suppliers with replacements for the Notes representing the said portion of the loan. The portion of the loan to be reinstated first shall correspond to the portion of the loan first repaid.

2.5 Implementation

As a matter of convenience in implementing the provisions of this Agreement relating to the acceleration and reinstatement of the loan or any other portion thereof, Suppliers and the Greek State shall consider the desirability and feasibility of adopting a procedure which may simplify, or obviate, the need to surrender, cancel, and replace Notes, through the use of credit memoranda, the endorsement of the Notes or otherwise.

Article III. ADDITIONAL PAYMENTS

3.1 Additional Payments :

Suppliers shall make or cause to be made additional payments to the Greek State aggregating US \$200,000.00 according to the following schedules:

July 1, 1969	US \$ 50,000.00
January 1, 1970	50,000.00
July 1, 1970	50,000.00
January 1, 1971	50,000.00

Total : US \$ 200,000.00

3.2 Method of Payment

The payments referred to in 3.1 shall be paid in clearing house funds to the First National City Bank of New York, New York, N.Y. (or such other bank or trust company in New York, N.Y. as may be designated by the Greek State by notice in writing delivered to Suppliers at least ten (10) days before the date for payment) for the account of the Greek State.

Article IV.

EXPANSION OF REFINERY AND SUPPLIERS TECHNICAL ASSISTANCE

4.1 Expansion of Refinery

The Greek State will cause the capacity of the Re-

finery to be expanded, such expansion to be completed as soon as possible, and in any case no later than 1970, to a capacity sufficient to process 3.2 million metric tons per annum of crude oil into finished products suitable for the Greek market.

4.2 Services to be furnished

Suppliers shall at their own cost and expense furnish the Greek State with the following services in connection with the expansion and rehabilitation of the Refinery which the Greek State proposes to effect immediately following the delivery of the basic design information and specifications referred to in 4.2.1.

4.2.1. Preparation of basic design information and specifications of principal equipment and systems adequate for soliciting bids for expansion of refinery capacity from 1.88 million tons per year to 3.2 million tons per year. Such data shall be furnished no later than January 31st, 1969.

The basic design and specifications will consist of the data listed in Annex «B».

4.2.2. Technical guidance will be supplied during the engineering, procurement, and construction phases of the expansion. Such guidance will consist of advising the Greek State on whether equipment, systems and plant will satisfy the design criteria established in the basic design and specifications supplied under Section 4.2.1 above.

4.2.3. Technical guidance supplied under 4.2.2 will end when the mechanically completed plant is ready to receive feedstock, except that an engineer will be made available for consultation during the performance of initial test runs.

4.2.4. Technical guidance supplied under 4.2.2 will be requested by and provided to a representative designated by the Greek State who will be responsible for directing the activities of the contractor and others concerned with the engineering and construction of the expansion of the Refinery. Suppliers shall designate one of them or an Affiliate of one of them as their representative to whom the representative of the Greek State shall address himself in respect to all matters relating to the foregoing services.

4.3 Quality of Services

Suppliers undertake that the services referred to in 4.2 shall be performed in a good and workmanlike manner in accordance with modern oil industry practice, and to exercise reasonable care in the selection and supervision of the personnel performing such services, however, in the absence of gross negligence or fraud on the part of Suppliers, Suppliers shall not be liable to the Greek State for any defect in such services or any fault of such personnel.

4.4 Facilities Extended

In view of the fact that such services are to be furnished at no cost to the Greek State, the Greek State undertakes to facilitate the economical performance of such services as follows :

4.4.1. The temporary import of equipment and the import of technical supplies to be used or consumed in performing the technical services shall be exempt from all charges imposed or approved by the Greek State or any legal entity of public order including but not limited to customs duties, taxes and stamp duties, on the transfer, import, export, movement, ownership or possession of such equipment and supplies and any document relating thereto.

4.4.2. The emoluments, in whatever form paid to persons introduced into Greece for the primary purpose of providing such services and with respect to the period such personnel are so engaged, shall not be subject to any contributions for social insurance

or the like stamp duties or income tax, imposed or approved by the Greek State or any legal entity of public order.

4.4.3. The Greek State shall give sympathetic consideration to any request for a work permit for any person referred to in 4.3 and shall expedite the issuance of any such permit which is granted.

Article V

REFINERY SERVICES COMPANY (RSC)

5.1 Organisation of Refinery Services Company

Throughout the term of this Agreement and thereafter if necessary, in accordance with 1.3 RSC shall remain in existence and its corporate object shall remain consistent with its functions under this Agreement.

5.2 Functions of RSC

RSC shall perform the following functions :

1. Consult with and advise the Greek State with respect to :

- a. types of crude oil to be purchased from Suppliers by the Greek State for processing.
- b. nominating the crude oil.
- c. the scheduling of deliveries of crude oil.
- d. the requirements for the various types and grade for refined products.

5.2.2. Purchase from the Greek State, delivered into the Refinery storage, as evidenced by a relevant document the crude oil supplied to the Greek State pursuant to this Agreement, and purchase from the Greek State any petroleum product owned by the Greek State which is available from the Refinery for consumption in Greece.

5.2.3. Make arrangements with the Greek State or its nominees on terms approved by the Greek State for the processing of such crude oil into finished products.

5.2.4. Join with the Greek State in the insurance of crude oil and products in the Refinery and until sold and delivered, unless the Greek State decides to self insure this risk in which case the Greek State shall hold RSC harmless against any loss.

5.2.5. Sell and deliver such products and collect and disburse the proceeds of sale. The terms of sale shall be for payment to be made on a settlement day within the week following the week of delivery or within such other reasonable period as may be directed by the Greek State.

5.3 Purchase of Crude Oil and Products

RSC shall purchase from the Greek State delivered into the Refinery storage the crude oil acquired by the Greek State from Suppliers, and which is to be processed hereunder.

The price per U.S. barrel to be paid by RSC to the Greek State for such crude oil is the price per U.S. barrel payable to Suppliers plus the cost to the Greek State of transportation, insurance and normal losses in transit.

RSC shall purchase from the Greek State the products referred to in § 5.2.2. at prices nominated by the Greek State provided always that the prices so nominated never prejudice the undertaking contained in § 5.5.

5.4. Sale of Products

5.4.1. So long as the Greek State continues to designate the offtake of refined products by marketers at refineries in Greece RSC shall sell finished products destined for consumption in the Greek Market only in accordance with such designations.

5.4.2. The prices to be charged for such products sold from the Refinery shall be established by the Greek State from time to time.

5.4. 3. The difference at the end of each calendar month between (a) the proceeds during that month from the sale of products sold by RSC plus any revenues during that month which RSC may derive from other sources, and (b) the amounts enumerated in §§ 5.6.1 to 5.6.5. paid, accumulated or provided for during that month, shall be paid to the Greek State as payment for refined products purchased by RSC from the Greek State and as a payment in lieu of all other sums claimed by or owing to the Greek State or any legal entity of public order, arising out of the existence, operation or activities of RSC or any document evidencing or reflecting such existence, operations or activities or the application of any law, regulation, decree or order with respect thereto.

Insofar as products are sold to the Greek State, any of its instrumentalities or any entity of public order, then for the purposes of this 5.4.3 the delivery to the Greek State by RSC of the receipt of such purchaser shall be deemed to be payment by RSC to the Greek State of an amount equal to the sales price of such products.

5.5 Undertaking

The Greek State undertakes that the costs to RSC of crude oil, products and processing will never be so high as to render the revenues of RSC insufficient to cover the items enumerated in §§ 5.6.1. to 5.6.5.

If for any reason such revenues are insufficient so to do the Greek State shall pay RSC the deficiency currently as incurred.

5.6 Financial Dispositions

Payments, accumulation of cash and provision for costs, obligations and reserves shall be made by RSC in the following order:

5.6 1. Payment for crude oil purchased by RSC. Such payment shall be made by RSC making payments on behalf of the Greek State directly to Suppliers for the crude oil and to the nominee of the Greek State for transportation and insurance.

5.6 2. Payment of or provision for all costs or obligations (other than those hereinafter enumerated in this § 5.6) including but not limited to legal reserves, incurred in good faith by RSC as a result of its existence, its operation, or the performance of its functions as enumerated in § 5.2. or as a result of losses not covered by insurance.

At least two months prior to the commencement of each calendar year RSC will present in writing to and discuss with the Greek State the detailed nature and the amount of the services to be performed during such year and the estimated cost of providing such services.

5.6 3 Accumulation of cash sufficient to cover the prompt payment of foreseen costs and disbursements which will not be covered at the time for payment by estimated revenues.

5.6. 4 Payment of costs of processing of crude oil supplied pursuant to this Agreement.

5.6 5 Payment to its shareholders as an annual dividend in an amount equal to 6 % of the share capital of RSC. (So long as the share capital of RSC remains 5,100,000 drachmas, this payment shall be 306,000 drachmas each year).

The share capital of RSC shall not be increased without the approval of the Greek State.

5. 7 Foreign Exchange

Whenever RSC shall require foreign exchange for the purpose of making payments for crude oil or making any other payments in the performance of its functions under this Agreement, the Greek State shall cause within thirty days after request is made therefor, such foreign exchange to be made available to RSC against Greek currency at the rate at which the Bank of Greece sells

is made. RSC shall have furnished the Greek currency at the time the foreign exchange is furnished but need not do so at the time the request is made.

Article VI.

Supply of Crude Oil

6.1 Quantity to be sold

6.1 1. Suppliers agree that they will sell to the Greek State, and the Greek State agrees to purchase from the Suppliers, twenty five million metric tons of crude oil over the term of this Agreement in accordance with the schedule set forth in § 6.2.

6.1 2. The quantities to be sold pursuant to this Agreement may be increased from time to time by agreement between the Greek State and Suppliers.

6.2 Schedule of Lifting

6.2 1. During the period from August 27, 1968 until December 31, 1969, the quantity of crude oil to be supplied is two million metric tons, provided, however, that if the refinery capacity in Greece during that period for the processing of crude oil other than refining capacity which is required for the fulfilment of commitments made by the Greek State to others prior to July 12, 1968, is not sufficient to process 2 million metric tons, then the amount to be supplied during that period shall be reduced to an amount equal to the maximum amount that can be processed in the capacity available during such period. Any reduction in the amount of crude oil to be supplied during that period shall be supplied in subsequent years as soon as sufficient capacity exists in Greece in which crude oil can be processed, and in any case not later than during the calendar year 1980, provided however to the extent of any such reduction for any reason constituting an excuse for non-performance under Article VII Suppliers shall have the right but not the obligation to sell to the Greek State FOB Suppliers Mediterranean refineries such quantities of refined products as would have been yielded from such quantities of crude oil represented by such reduction.

6.2 2. For each semi-annual period during the calendar years 1970 through 1979 both inclusive the quantity of crude oil to be supplied is 1.15 million metric tons and (a) to the extent that the Greek State is unable to process at the Refinery crude oil deliverable under this Agreement due to the expansion of the Refinery not having been completed any deficiency in the amount of crude oil actually supplied during any such semi-annual period which is not substituted by refined products as hereinafter provided shall be deferred and supplied subsequently as specified in 6.2.3 ; provided however, that if the expansion of the Refinery shall not have been completed and on stream by January 1, 1970 (except to the extent of any delay by Suppliers beyond January 31, 1969 in the furnishing of the basic design information and specifications referred to in § 4.2.1) and if at such time the refining capacity to be used by the Greek State pursuant to (b) below is insufficient to permit the processing by the Greek State of the full quantity of 1.15 million metric tons required hereunder to be delivered during the first semi-annual period of the calendar year 1970 and during each semi-annual period thereafter within the term hereof, Suppliers shall have the option upon giving the Greek State written notice of the extent to which they intend to exercise such option at least 90 days in advance of the first day of the semi-annual period concerned (except in the event and to the extent, in respect of any of the three semi-annual periods between January 1, 1970 and June 30, 1971 to which the State shall have exercised its option as hereinafter permitted) to sell to the Greek State FOB Suppliers Mediterranean refineries such quantities of refined products as would have been yielded from the quantities

of crude oil not so delivered if such quantities had been refined at the Refinery. The quantities of products so delivered shall then be deemed to have replaced such quantities of crude oil for the purposes of this Agreement subject to the understanding that to the extent products are not so supplied instead of crude oil Suppliers shall have the right to declare immediately due and payable an amount of the loan equal to the difference between 1.15 million metric tons and the amount of crude and products actually supplied during that semi-annual period multiplied by 80 cents, the outstanding Notes of latest maturity to be reduced in principal amount first by the amount so paid; provided however, that, in respect of the three semi-annual periods between January 1, 1970 and June 30, 1971, and only in respect of such three semi-annual periods, the State may at its option to be exercised not later than 6 months prior to the commencement of each of such three semi-annual periods - withdraw from Suppliers the right to so supply refined products during such semi-annual period. In the event and to the extent the State shall exercise its such option to withdraw Suppliers' right to supply products, Suppliers shall have the right to declare due and payable on the first day following the expiration of the semi-annual period in respect of which the State's said option was exercised, an amount of loan equal to the difference between 1.15 million metric tons and the quantity of crude oil actually supplied during said semi-annual period multiplied by the following amount of money:

(i) Eighty (80) U.S. cents - in respect of the semi-annual period January 1 - June 30, 1970.

(ii) One U.S. dollar and ten cents (\$ 1.10) in respect of the semi-annual period July 1st - December 31, 1970 and

(iii) One U.S. dollar and forty cents (\$ 1.40) in respect of the semi-annual period January 1 - June 30, 1971 the principal amount of the then outstanding Note (s) of latest maturity being reduced by the corresponding amount as accelerated and repaid. (b) To the extent that the Greek State is unable to process at the Refinery crude oil deliverable under this Agreement due to the expansion of the Refinery not having been completed (except to the extent such non-completion is attributable to delay by Suppliers in the furnishing of the basic design information and Specifications referred to in § 4.2.1.) the Greek State shall process such crude oil in any other refining capacity which may then exist in Greece, except that the Greek State shall have no obligation to process any crude oil deliverable hereunder in any capacity existing as of July 12, 1968, in the Esso - Pappas Salonica Refinery to the extent, if any, that such processing would require an amendment to contractual rights as same existed prior to July 12, 1968, unless until and except to the extent that such an amendment permitting the Greek State's processing of such crude shall have become effective.

Notwithstanding the non-completion of the expansion of the Refinery or any other circumstances referred to in this 6.2.2 the minimum quantity of crude oil to be furnished by Suppliers and accepted by the Greek State during each semi-annual period shall always be at least 0.5 million metric tons.

6.2.3. For the calendar years 1970 through 1979, both inclusive, there shall be added to the 1.15 million metric tons to be supplied in each semi-annual period, (the semi-annual Crude Oil Obligation) any quantities of crude oil (not substituted by products as provided in this Agreement) whose supply in earlier semi-annual periods has been deferred pursuant to 6.2.1 or 6.2.2 as soon as, and to the extent that, refinery capacity is then extant in Greece which is not subject

to commitments to others undertaken prior to July 12, 1968. If the full amount of crude oil whose purchase was deferred has not been added to the quantities supplied in the years 1971 to 1979, any amount not so added in the years 1971 to 1979, shall be supplied in the year 1980. If in any semi-annual period of the calendar years 1970 through 1979, both inclusive, the supply of crude oil hereunder is less than the semi-annual crude oil obligation for that semi-annual period for any reason constituting an excuse for non-performance under Article VII (except that non-completion of the expansion of the Refinery capacity from 1.88 to 3.2 million metric tons per annum whether or not such non-completion is excusable under the terms of Article VII shall not be considered such a reason for the purposes of this 6.2.3), Suppliers shall have the right but not the obligation to sell to the Greek State FOB Suppliers Mediterranean refineries such quantities of refined products as would have been yielded from the quantities of crude oil by which deliveries are so reduced if refined at the Refinery and the quantities of products so deviated shall then be deemed to have replaced such quantities of crude for the purposes of this Agreement. If, however, the Greek State requests Suppliers to furnish such products and the unavailability of such products from Suppliers would work a substantial hardship on the Greek State, Suppliers shall use their best reasonable efforts to accommodate the Greek State. To the extent of any net remaining reduction Suppliers shall have the right to declare immediately due and payable an amount of the loan equal to the difference between 1.15 million metric tons and the amount actually supplied during that semi-annual period multiplied by eighty U.S. cents.

Upon such payment, the principal amount of the outstanding Notes shall be reduced by the same amount, the Notes of latest maturity to be reduced in principal amount first.

6.2.4. The prices FOB Suppliers' Mediterranean refineries for refined products furnished pursuant to 6.2.1, 6.2.2, and 6.2.3 shall be based on the assumption that Suppliers delivered Kirkuk/Mosul crude of 35.0-36.9 degree API gravity FOB Tripoli/Banias at the price specified in this Article VI and refined the crude in the Refinery and incurred refining and handling costs equal to a total of \$ 3.25 per metric ton of crude oil so delivered. The Greek State shall at its own cost and expense furnish transportation of the crude to Suppliers Mediterranean refineries or with Suppliers consent furnish equivalent tanker tonnage in lieu thereof.

6.3. The State or its nominee shall have the right to select for nomination pursuant to § 6.9 one or more of the following crude oils for supply hereunder. Such crude oils, except as otherwise provided shall be of good average quality for the grade and terminal in question and shall be supplied in full cargo lots, FOB port of loading at the following base prices :

Grade	Price US \$ per US Barrel	Loading Port
Iraq(Kirkuk/Mosul) (35.0-36.9) API	1,83 until Jan, 1, 1973 1,79 on and after Jan. 1, 1973	FOB Tripoli or Banias at Sup- pliers' Option
Arabian Light (34.0-34.9) API	1,42	FOB Ras Tanura
Arabian Medium* (31.0-31.9) API	1,29	FOB Ras Tanura or other Persian

Arabian Heavy (27.0-27.9) API	1,26	Gulf Terminals as designated by Suppliers. FOB Ras Tanura
Iranian Light (34.0-34.9) API	1,41	FOB Kharg Is- land
Iranian Heavy (31.0-31.9) API	1,35	FOB Kharg Is- land.

* In respect of Arabian Medium selected by the Greek State Suppliers shall have the option to substitute a 31.0/31.9 degree API gravity blend of Arabian crudes. Suppliers shall also have the option from time to time, in respect of Arabian Medium selected by the Greek State, to substitute any straight Persian Gulf crude or crudes (Kuwait, for example) of 31.0/31.9 degree API gravity, if such crude or crudes can be processed in the Refinery. Suppliers shall consult with the Greek State from time to time with respect to the quantities and scheduling of such crude so as to minimize any adverse effect on the efficient operation of the Refinery.

6.4 Libyan Crude Oil

If requested by the Greek State to meet temporary operational problems, Suppliers will endeavor to make limited quantities of Libyan crude oil available for supply hereunder. To the extent such crude oil is supplied hereunder, the base price shall be US \$ 1.80 per U.S. barrel FOB the appropriate Libyan port of loading for crude having a gravity of 40.0 degrees API or lighter.

6.5 Venezuelan Crude Oil

In times of emergency Venezuelan crudes may be made available FOB Venezuelan loading port at a base price to be agreed between the Greek State and Suppliers.

6.6 Additional Elements in Prices

Except for wharfage and dockage at the loading port, which shall be borne by Suppliers, it is accepted that charges such as stamp tax, Venezuelan habilitation tax or charge for customs supervision, dues and other charges on the vessel, consular fees and any taxes on freight or wharfage at the loading port, are not to be borne by either Suppliers or the Greek State, but, as is customary, by the vessel.

6.7 Adjustment of Base Prices for Gravity Variations

The price set forth in Section 6.3 shall in case of each grade be increased or decreased by two US cents per U.S. barrel for each whole degree API by which the gravity of the crude oil loaded is above the lower limit or below the upper limit respectively of the index range specified in Section 6.3 for the grade in question, provided, however, that in the case of Iraq (Kirkuk/Mosul) crude oil the base price set forth in Section 6.3 shall be increased by two US cents per U.S. barrel for each whole degree API by which the gravity of the crude oil loaded exceeds 36.0 degrees API and shall be decreased by two U.S. cents per U.S. barrel for each whole degree API by which the gravity of the crude oil loaded is below 35.9 degrees API.

6.8 Government Take

6.8. 1. Assumptions in Respect of Increased Government Take

The price set forth in Sections 6.3 and 6.4 were established in contemplation of the following, in respect of Government Take (as defined in § 6.8.3 below) on each of the grades of crude deliverable under this Agreement :

a. In respect of certain crude oil to be supplied hereunder the amount per barrel of Government Take would probably increase (from the amount thereof being paid on July 12, 1968) by reason of the presently contemplated annual reduction and ultimate elimination of the OPEC percentage and gravity allowances ;

b. Except for the particular increases anticipated in «a» above, the amount per barrel of Government Take would at all times throughout the term of this Agreement be no greater, in respect of any grade of crude deliverable under this Agreement, than the amount thereof which applied on July 12, 1968 ;

c. If at any time the expectation set forth in «b» above should not be realized, Suppliers would be entitled to announce to the Greek State a proposed increase in the price payable hereunder for the grade or grades affected ; and

d. Each proposed price increase so announced by Suppliers would become automatically effective and binding upon the Greek State subject to there being provision in this Agreement for some equitable division between the Greek State and the Suppliers of the risk of increase in Government Take and for some limitation of the extent of the Greek State's exposure to price increase.

6.8.2. Price Changes on Account of Government Take

In view of the matters contemplated in § 6.8.1. and in order to effect the equitable division and establish the limitation referred to in «d» of § 6.8.1, it is agreed :

6.8.2.1. Increase in Government Take to be Automatically Absorbed by Suppliers.

In respect of any grade of crude for which Excess Government Take (as defined in § 6.8.2.5) shall not exceed whichever is the greater of «a» or «b» hereinbelow, there shall, in the absence of an express written agreement to the contrary between the parties, be no increase in price.

a. Five U.S. cents (US \$ 0.05) per barrel, or

b. The amount per barrel by which the Government Take which was applicable on July 12, 1968, shall have increased solely by reason of the presently contemplated reduction or elimination of the OPEC percentage and gravity allowances.

6.8.2.2. Increase in Government Take to be Automatically Borne by Greek State.

In respect of any grade for which Excess Government Take shall exceed the greater of «a» or «b» in § 6.8.2.1, the amount of any such excess shall be added to the price payable hereunder and shall be automatically paid to Suppliers by the Greek State; provided, however, that the Greek State shall not be obliged to bear an amount of such excess greater than the amount of Excess Government Take which pursuant to § 6.8.2.1 is then required to be borne by Suppliers.

6.8.2.3. Increases in Government Take Which Neither Party is Obligated to Absorb or Bear.

In respect of any Excess Government Take which a. is not required by the provisions of § 6.8.2.1 to be automatically borne by Suppliers, and

b. is not required by the provisions of § 6.8.2.2. to be automatically borne by the Greek State, (Excess Government Take which meets both «a» and «b» hereof being hereinafter called Negotiable Increase), Suppliers may by notice in writing advise the Greek State thereof and may request the Greek State to agree to bear all or a specified part of such Negotiable Increase. In such event, the Greek State shall within thirty (30) days after its receipt of such notice, advise Suppliers in writing as to the part, if any, of such Ne-

gotiable Increase which the Greek State undertakes to bear. Unless the Greek State shall so undertake to bear the full amount requested by Suppliers, Suppliers shall on the thirty-first (31st) day next following their notice, or at any time thereafter, have the right at Suppliers' option to do any of the following:

- i. Suppliers may continue to deliver the grade of crude so affected at a price which reflects only so much, if any, of the Negotiable Increase as the Greek State undertook to bear, or
- ii. Suppliers may, except in respect of Kirkuk/Mosul or any Arabian Crude, eliminate, from the grades of crude deliverable hereunder, each grade affected by Negotiable Increase in question, or
- iii. Suppliers may regard this Agreement as terminated and may declare immediately due and payable with interest thereon the full amount of the loan (referred to in Article II) then outstanding. Suppliers' election of «ii» shall not preclude their subsequent election of «iii» or «iv», and Suppliers' election of «ii» shall not preclude their subsequent election of «iii» provided however, that in the absence of an intervening increase in Government Take with respect to a particular crude which is then subject to a Negotiable Increase, Suppliers shall not make any subsequent election to be effective within twelve months of a prior election and then only after at least ninety (90) days prior written notice to the Greek State.

6.8 2. 4. Decrease in Government Take

If at any time Excess Government Take is decreased to a positive or negative value, the Negotiable Increase under § 6.8.2.3, the amounts paid by the Greek State under § 6.8.2.2. and the amounts absorbed by Suppliers under § 6.8.2.1, if any, shall be adjusted accordingly, with the understanding that a negative value of the Excess Government Take shall result in a corresponding reduction of the price of the crude grade affected. For purposes of the foregoing, any decrease in Excess Government Take which is caused by the removal of the temporary suspension of OPEC percentage or gravity allowances shall not result in a reduction of the price of the crude affected below the price set forth in Section 6.4.

6.8 2.5 Definition of Excess Government Take.

For the purpose of this § 6.8.2 Excess Government Take shall mean the amount per barrel by which (a) the amount per barrel of Government Take which, at any time during the term of this Agreement, is applicable to any particular grade of crude deliverable hereunder, exceeds (b) the amount per barrel of Government Take which, on July 12, 1968, was applicable to such crude.

6.8 3. Definition of Government Take.

For the purpose of this Section 6.8 Government Take shall mean the total monetary payments and other benefits of whatsoever nature accruing to or receivable by the Government of the producing country concerned, the Government of any country through which the crude oil in question is transported by pipeline to the loading terminal hereunder, and any agency of such Government or Governments, attributable to any grade of crude oil supplied hereunder, including (but without limitation to the generality of the foregoing) royalties, duties and income and other taxes in relation to the country or countries concerned. Provided, that for the purpose of determining Government Take in respect of each grade deliverable hereunder, the costs of producing and loading the grade in question shall be deemed to be those ruling in respect of 1968.

6.9 Selection of Oil to be Delivered.

Except as provided in Sections 6.4 and 6.5 the crude oil to be delivered hereunder shall be designated an-

nually by the Greek State or its nominee from among the crude oils referred to in Section 6.3 subject to the understanding that the selected oil is available to Suppliers from Suppliers' established supply sources under normal supply conditions at the time of contemplated delivery and in sufficient quantities to meet the requirements under this Agreement as well as Suppliers' own requirements, and those of Suppliers' Affiliates and their respective contract customers.

No later than September 1 of each year the Greek State shall notify Suppliers of the quantities of each grade of crude desired for delivery in each calendar quarter of the following year. If Suppliers expect that they will have difficulties in complying with the designation, they shall so notify the Greek State within fifteen (15) days and consultations shall be had with the objective of settling upon a satisfactory schedule of crude types, quantities and delivery times for the following year within a further period of fifteen (15) days.

6.10 Programming

Delivery shall be spread as evenly as practicable during each calendar year or other period specified in Section 6.2 hereunder, in order to ensure the supply during such year or other period of the quantities specified in Section 6.2 hereunder.

6.11 Delivery

The crude oil shall be delivered in bulk to tankers to be provided by the Greek State or its nominee at the appropriate port of loading specified in Section 6.3 or an appropriate loading port in accordance with Sections 6.4 and 6.5 hereof and title shall pass as the crude oil reaches the flange connecting the pipeline or delivery hose of Suppliers to the intake pipe of the vessel at which point Suppliers' responsibility shall cease and all risk of loss, damage, deterioration or evaporation as to the crude oil so delivered shall pass from Suppliers. Any loss of, or damage to oil or to any property of Suppliers or of any other person during loading caused by the vessel's fault or the fault of its master, crew or agent shall, as between the parties hereto, be borne by the Greek State or its said nominee as the Supplier of the transportation.

6.11 1. Nomination

The Greek State or its nominee shall notify Suppliers in writing not less than 30 days before the beginning of each month of the quantities (plus or minus 10 %) of the crude oil to be lifted during that month and the subsequent month.

Such notification shall include the expected dates of arrival of each vessel at the loading port and the quantity to be loaded on each vessel during each of these months, and for the first of these months shall also include the name and flag of such vessels. No later than the twenty-first (21st) of each month one or more of Suppliers shall notify the Greek State or its nominee as to the acceptability of such vessels. Not less than twenty (20) days before said expected date of arrival the Greek State or its nominee shall provide Suppliers with written instructions regarding the making up and disposition of the bills of lading and such other documents as may be required. The Greek State or its nominee shall advise Suppliers promptly of any significant change in the estimated time of arrival at the loading port. The Greek State or its nominee shall arrange for the vessel to report to the Suppliers or the Suppliers' agents at the loading port seven (7) days and again forty-eight (48) hours before arrival stating the expected date and hour of arrival of the vessel at the loading port.

6.11 2. For the loading of each shipment hereunder the Suppliers shall provide a berth to be indicated by the Suppliers or their representatives which a tankship having a length overall and a draught when fully laden

not exceeding the length and draught notified by the Suppliers to the Greek State from time to time for the port of loading in question can when fully laden safely reach and leave and where she can always lie safely afloat. If, while the tankship nominated by the Greek State is approaching, entering or departing from the port, or is present in the port, the length or draught of such tankship shall exceed the length or draught so notified for the port of loading in question for whatsoever reason, the Suppliers shall not be liable for any loss or damage caused as a result thereof.

Each vessel shall comply with all applicable Governmental and Suppliers' or Suppliers' agents' regulations in force at the loading port, including those relative to fire precautions.

6.11 3. Time for loading shall commence, subject to the other provisions of this Agreement, upon the expiration of six (6) hours written notice given by the vessel's captain to the Suppliers or their representatives at the loading port of the readiness of the vessel to receive cargo, or upon commencement of loading, whichever first occurs. Such notice shall not be given until after the vessel has been entered and received clearance by the authorities, nor shall it be given on a Sunday or holiday unless the custom of the port permits. Unless the custom of the port is otherwise, such notice shall be given within normal office hours, but if given after 16.00 hours local time, the six (6) hour period shall be computed after excluding all hours except daylight hours, daylight being the period between sunrise and sunset.

6.11 4. 1. Early or Late Arrival of Vessel.

If the vessel arrives for loading and gives notice of readiness to load on a date before that for which it has been accepted, laytime shall not commence until 06 : 00 hours on the previously accepted date of arrival unless loading commences before such time in which case laytime shall commence when loading commences. If the vessel arrives later than three (3) days after that for which it had been accepted then laytime shall not commence until the commencement of loading.

6.11 4. 2. Rate of Loading.

The time allowed for loading shall run continuously and shall be half of the laytime allowance stipulated for loading and discharging in the International Tanker Nominal Freight Scale or such other freight Scale as may be issued in replacement thereof. If, however, the vessel's facilities do not permit loading within the allowed laytime or if the vessel, without any fault on the part of Suppliers or Suppliers' agents, is delayed in berthing or commencing to load beyond the six (6) hour period referred to in § 6.11.3 above or if loading operations are prevented, delayed or interrupted by weather or any other conditions beyond the control of Suppliers or their agents (such as, but not limited to, customs of the port, regulations of any governmental or port authority or acts of the vessel or her owners or charterers), the time so lost shall not count as time for loading.

6.11 4. 3. Demurrage.

In the event that loading is not completed within the allowed time specified herein Suppliers shall pay demurrage at the London Market Voyage Charter rate current on the date notice of readiness to load is given for a tankship of the size and type used. If the parties fail to agree within thirty (30) days upon the amount of such rate, then at the instance of either party the question shall be referred to and determined by a London firm of shipbrokers, agreed upon by both parties, whose decision thereupon shall be final and binding. If the vessel is under charter or other contract

which permits the payment of freight or demurrage in other than United States currency Suppliers may at their option pay demurrage incurred hereunder in such other currency.

6.11 4. 4. Vacating of Berth

The vessel shall vacate its berth as soon as is reasonably possible after loading is completed. Any demurrage and any loss or damage incurred by Suppliers or their agents as a result of the failure of the vessel to promptly vacate its berth including such as may be incurred from the resulting delay in the berthing of other vessels waiting to load, shall be paid to Suppliers by the Greek State.

6.11 5. Substitution of Vessel

The Greek State after having nominated a vessel under § 6.11.1 hereof may substitute another vessel of equivalent class, type, size, capacity and position provided all other provisions of this Section 6.11 are complied with.

6.12 Measurement and Right of Inspection.

6.12 1. Measurement of the quantities and the taking of samples for the purpose of determining the quality of the oil in each shipment and the issuance of certificates related thereto shall be carried out in accordance with good standard practice at the port of loading at the time of the shipment in question, whether using shore tank measurements or meters or other means of measurement.

6.12 2. When at the loading port the employment of an independent petroleum inspector to determine the quantity and quality of crude oil delivered, and to render certificates of quantity and/or quality is the standard practice, then the inspector's charges shall be shared equally between the parties. Otherwise either party may appoint an independent petroleum inspector such as Chas. Martin and Co., E.W. Saybolt and Company or Lloyds, in which event the charges of such inspector shall be borne by the party appointing such inspector.

On completion of the loading the inspector shall prepare and sign certificates stating the quantity and quality and notify the Greek State or its nominee, RSC, and Suppliers of the quantity loaded by cable or telegram. The inspector's certificate when approved by Suppliers or Suppliers' agent at the loading port shall be accepted as binding and conclusive. The quantity and quality so defined shall be the quantity and quality for the invoice and bill of lading. Quantity shall be the corrected volume at 60 oF, conversion being made in accordance with the ASTM-IP Petroleum Measurement Tables (British Edition, Institute of Petroleum, 1952 as amended from time to time).

6.12 3. If Suppliers' agents refuse to approve the inspector's certificate due to any dispute in regard to quantity or quality the agents and a representative of the vessel shall jointly select an arbitrator at the loading port to decide such dispute provided, however, that the bill of lading shall nevertheless be prepared in accordance with the certificate and the vessel may sail. The decision of the arbitrator shall be final and the certificate of the inspector shall be confirmed or revised as the case may be in accordance with such decision. If the certificate is revised the invoice and bill of lading shall be revised accordingly.

6.12 4. If no inspector is appointed or if appointed is nevertheless not present at the time the vessel is ready to load, Suppliers or their agents shall proceed with the loading and the quantity and quality as ascertained and certified by their agents shall be accepted for the invoice and bill of lading.

6.13 Payment

Payment for crude oil supplied under this Agreement shall be made not later than seventy-five (75) days from the date of the bill of lading and shall be paid in United States dollars in New York. If for any reason such crude oil supplied is not processed at the Refinery or for any reason is not so paid for by RSC, the Greek State shall make such payment directly on the terms mentioned above.

Article VII CONTINGENCIES

7.1 For the purpose of this Agreement the Contingencies shall include any war, hostility, public disorder, act of enemy, sabotage, strike, lock-outs, labor or employment difficulty, fire, act of God, accident, breakdown, epidemic deseases, or any cause reasonably beyond the control of the party whose performance under this Agreement is thereby affected.

7.2 No failure, omission or delay in carrying out or observing any of the provisions contained in this Agreement shall, except as herein expressly provided to the contrary, give rise to any claim against any party or be deemed to be a breach of the Agreement if such failure or omission arises from any Contingency.

7.3 Suppliers shall not be liable for loss or damage (including indirect and cosequential damages) or for demurrage due to any delay or failure in performance (1) because of compliance with any order, request or control of any governmental authority or person purporting to act therefor or (2) if by reason of a Contingency there is such a curtailment of or interference with (i) the availability from any of the Suppliers' sources of supply in whatever country situated of crude oil and /or petroleum products, or (ii) transportation of such crude oil and/or of such petroleum products as either to delay or hinder the Suppliers in, or to prevent the Suppliers from, supplying the full quantity of the crude oil deliverable hereunder and also at the same time maintaining in full their other business in crude oil and in petroleum products (wherever produced and whether for delivery at the same place or places as is or are specified herein or elsewhere). Under such circumstances the Suppliers shall be at liberty to withhold, reduce or suspend deliveries hereunder to such extent as the Suppliers consider reasonable and equitable in all the circumstances and the Suppliers shall not be bound to acquire by purchase or otherwise additional quantities from other suppliers. The Greek State shall be free to purchase from other suppliers any deficiency of deliveries caused by the operation of this Section 7.3 and the quantity deliverable under this Agreement shall be correspondingly reduced.

7.4 If by reason of a Contingency applicable to the Greek State and to any operator of the Refinery appointed by the Greek State there is a curtailment or discontinuance of operations in the Refinery which shall make it impossible to cause to be processed in the Refinery the total amount of crude oil to be purchased for the year in question under this Agreement, and if there is not available in Greece to the Greek State processing capacity at other refineries to process the quantity whose processing at the Refinery is rendered impossible by reason of such cause, the supply of such crude oil shall be deferred and the Greek State undertakes to adopt all measures reasonably available to it in order to purchase such crude oil in priority at the earliest possible time provided however, that if through no fault of the Greek State it is prevented by reasons beyond its control from fully performing its obligation to purchase a total of 25 million metric tons of crude oil at a time prior to December 31, 1980, the Greek State

shall not be in default under this agreement if it completes the performance of this obligation as soon as possible thereafter.

7.5 The foregoing provisions of this Article VII shall not be applicable to and shall not affect any obligation of any party to pay or repay money, including any obligation to repay money referred to in § 6.2.3.

Article VIII.

SURPLUS PRODUCTS

Every effort will be made to arrange Refinery runs in such a manner as to avoid the production of surplus products which cannot be disposed of in Greece. If, nevertheless, any such surplus products are produced the Greek State shall purchase such products from RSC at the prices specified in § 5.4.2.

Article IX.

INDIGENOUS CRUDE OIL

If during the term of this Agreement crude oil is produced in Greece in commercial quantities and of quality suitable for processing in the then existing Greek refineries from a technical and economic standpoint, then at the request of the Greek State, the parties hereto shall consult together and consider such modifications of this Agreement as may be appropriate to the end that indigenous crude oil can be processed in the then existing Greek refineries. If any such modifications result in a reduction or deferment of the supply of crude oil under this Agreement such modifications shall also provide for an acceleration of the repayment of the loan referred to in Article II hereof in accordance with the provisions of § 6.2.3. hereof.

Article X.

MISCELLANEOUS

10.1 Affiliates.

For the purposes of this Agreement an Affiliate of any one of the Suppliers shall mean in the case of Mobil any company of which the majority of voting shares is for the time being directly or indirectly owned or controlled by Mobil Oil Corporation, in the case of BP, any company of which the majority of the voting shares is for the time being directly or indirectly owned or controlled by the British Petroleum Company Limited and in the case of Shell, N.V. Koninklijke Nederlandsche Petroleum Maatschappij, The «Shell» Transport and Trading Company, Limited and any company of which the majority of the voting shares is for the time being directly or indirectly, owned or controlled by them or either of them.

10.2 Assignment to Affiliates

Each of the Suppliers shall have the right to assign any or all of its rights and obligations pursuant to this Agreement, including the right of further such assignment, to any one or more of its Affiliates. All the exemptions provided in Section 11.1 shall also apply to any such assignment. Suppliers shall at all times remain responsible to ensure the due performance of all obligations imposed upon them under the Agreement.

10.3 Performance by Affiliates

Any obligation which is to be performed by Suppliers or by any Supplier under this Agreement will be deemed performed if performed by any Supplier or by an Affiliate of any Supplier.

10.4 Notice

Any notice required hereunder shall be in writing. Notices by telegraph, cable or radio shall be confirmed by mail. Suppliers may designate from time to time one or more nominees for the purpose of receiving one or more categories of the notices hereunder, provided

that for the purpose of receiving any one category of notice only one nominee shall be so appointed from time to time. Notices shall be deemed received by all Suppliers twenty-four hours after they have been received by Suppliers' nominee designated for the purpose. Notices to RSC shall be effective on receipt at the registered office of RSC.

Notices to the Greek State shall be deemed received when received by the National Petroleum Service of Greece.

10.5 Headings

The Subject Titles appearing as headings of the Articles, Sections and Subsections of this Agreement have been included as a convenience in making reference to the Agreement; they form no part of this Agreement and are to be disregarded in its interpretation and construction.

Article XI.

TAXATION

11.1 Suppliers, any assignee under Article X, any holder and assignee of a Note and RSC shall be exempt from any tax, custom duty, stamp duty, contribution, dues or any other levy or fine or penalty imposed or approved by the Greek State or any legal entity of public order in favor of the State or any third party on or in connection with this Agreement or with any activity, transaction or document relating to any right or obligation hereunder or under the Notes. Likewise any such activity, transaction and document, including but not limited to importation of crude oil into Greece and invoices in conjunction with the sale, transfer or exchange of crude oil, semi-finished products or finished products shall be so exempt in all respects.

11.2 In the event that RSC shall be dissolved after the term of this Agreement, no tax whatsoever, stamp duties or any other levy shall be imposed in connection therewith or with the distribution of its assets.

11.3 The provisions of the «Code on Lawyers» with regard to the determination of lawyers' fees shall not be applicable in the case of drawingup of this Agreement or of any amendment thereof.

Article XII.

BREACH

12.1 If Suppliers shall default in their obligation to supply crude oil hereunder and if that default shall continue for a period of thirty (30) days after receipt of notice in writing from the Greek State, the Greek State may terminate this Agreement with respect to all of the parties hereto by giving all of them a notice of its election to terminate the Agreement.

12.2 If the Greek State is in default under this Agreement or if for any reason RSC is unable to make payments to Suppliers for crude oil as provided in this Agreement Suppliers shall have the right to refrain from the supply of any further crude oil or refined products until such default is cured or RSC is able to make the payments as the case may be, and Suppliers shall have the right to declare immediately due and payable with interest thereon, the full amount of the loan referred to in Article II hereof.

Suppliers shall exercise the right to refrain from further supplies only after giving at least fifteen days advance written notice and the right to declare the loan due and payable only after giving a second notice of at least thirty days.

12.3 The remedies provided in §§ 12.1, 12.2 shall be in addition to any other rights or remedies under this Agreement.

Article XIII.

ARBITRATION

13.1 Except as provided in § 13.2 below, in the event of any dispute or of difference arising between any one or more of the Suppliers or their Affiliate or RSC on the one hand and the Greek State on the other hand, touching or concerning the interpretation or performance of this Agreement or anything herein contained or in connection herewith or the rights and liabilities of the parties hereto and if the parties hereto should fail to settle such difference or dispute by agreement such difference or dispute shall be finally settled by the International Centre for Settlement of Investment Disputes established under the Convention on the settlement of Investment Disputes between States and Nationals of other States.

It is agreed that because of foreign control RSC is regarded as a national of the United Kingdom for the purposes of Article 25 (2) (b) of the Convention.

13.2 Notwithstanding the provisions of § 13.1, any controversy of the nature designated in § 6.11.4.3 or § 6.12.3 or referred in Article XIV shall be finally settled in accordance with the procedure set forth in such provisions.

Article XIV.

STATE AUDIT

RSC will be audited by the National Petroleum Service of Greece and such audit will be binding on the fiscal authorities of the State. The auditing will be carried out yearly during March and April related to the accounts of the preceding calendar year. The results of the audit will be communicated to RSC by the end of the following month of November. Any matter not raised in the Audit report or raised by RSC in a written notice to the Greek State by the end of the following December shall be binding on both RSC and the Greek State. RSC will have the right to resort to the Court of Appeal of Athens, whose decision shall be final and pending such decision no deposit or other payment shall be required.

Article XV.

LANGUAGE

This Agreement is made in both the Greek and English languages both texts being equally authoritative.

Article XVI.

ADMINISTRATION OF AGREEMENT

The Minister of Coordination through the National Petroleum Service of Greece shall administer this Agreement on behalf of the Greek State. The National Petroleum Service of Greece is the agency with which Suppliers and RSC shall deal in providing the services, reaching the decisions and asking the further agreements as provided to implement this Agreement.

For the Greek State
NIKOLAOS MAKAREZOS

For the Mobil Sales and Supply Corporation
GERALD T. OWENS, JR.

For the BP Trading Limited
PETER JOHN INGLIS RICHMOND

For the Bataafse Internationale Petroleum Maatschappij N.V.
JOAO DE LENCASTRE

For the Refinery Services Company
MAURICE JAMES BAIRD-SMITH
GORDON DUNCAN
MAURICE-ANTOINE CAZES

ANNEX A

PROMISSORY NOTE

Due.....

No.....US \$.....
 The Greek State, for value received, hereby promises to pay to the order of
 on
 the sum ofin lawful money of the United States of America, and also to pay interest on said principal amount in lawful money of the United States of America at the rate of 6 1/2 per cent per annum on July 1, 1969, and January 1 and July 1 of each year thereafter until and including maturity. All payments of principal and interest shall be made atNew York, N.Y. (or at the principal office of its successor) and all payments of interest hereon shall be endorsed by the holder of this Note.

This Note is one of a series of Notes issued on..... in the aggregate principal amount of US \$ 20,000,000, which Notes, together with any further Notes that may be issued in replacement of any Note or Notes, are sometimes herein collectively called the «Notes».

The maturity of this Note, may, at the option of the holder, be advanced so as to become immediately due and payable as of the date of the exercise of that option if the Greek State shall default in its obligation to pay principal or interest on this Note or any of the Notes and that default shall continue for a period of fifteen days.

Mobil Sales and Supply Corporation, BP Trading Limited or Bataafse Internationale Petroleum Maatschappij N.V. shall have the option to declare immediately due and payable all or a portion of the principal amount of this Note (no matter by whom held) in accordance with the provisions of the Agreement, dated.....1968 between the Greek State, the parties designated therein as Suppliers, and Refinery Services Company.

For purposes of computing interest for any period other than a period of six months, the calendar year shall be deemed to be comprised of twelve 30 - day months.

This Note shall be governed by the laws of the State of New York. The Greek State hereby consents to the exercise of jurisdiction by the courts of the State of New York (including the federal courts located in that State) in any action brought upon this Note and hereby irrevocably appoints the Consul General of the Greek State at New York as its agent for any legal action or proceeding with respect to this Note.

The Greek State

By : _____

Minister of Finance

GUARANTEE

The Bank of Greece hereby guarantees the prompt payment when due of this Note and the due performance by the Greek State of any and all covenants and agree-

ments contained in this Note. The Bank of Greece hereby waives (a) notice of acceptance of this Note, notice of any action taken or omitted in reliance thereon and notice of any default of the Greek State in the payment of any such sums or in the performance of any such covenants and agreements, and (b) any presentment demand, protest, or notice of any kind.

The Bank of Greece hereby consents to any modifications or amendment of or supplement to this Note, including renewal, extension or substitution of the Note which may be agreed by the Greek State except one which increases the principal amount or the interest rate and agrees that no such modification, amendment, supplement, substitution, renewal or extension shall release or impair its liability under this Guarantee, and that it shall countersign a guarantee, identical to this Guarantee, on any Note or Notes signed by the Greek State in substitution for this Note.

The Bank of Greece hereby consents to the exercise of jurisdiction by the Courts of the State of New York (including the Federal courts located in that State), in any action brought upon this Note and this Guarantee and hereby irrevocably appoints the Consul General of the Greek State at New York as its agent for any legal action or proceeding with respect to this Note or this Guarantee.

THE BANK OF GREECE

By : _____

ANNEX B

ASPROPYRGOS REFINERY EXPANSION
BID PACKAGE CONTENTS

I. GENERAL

Description of project, consisting of revamped and additional refinery facilities. Basic Engineering Design Criteria listing appropriate soil, water, air effluent and utility conditions. Overall plot plan showing approximate location of new units, contractor's working and access areas.

II. ONSITES

Process design of revamped and additional units which will consist of heat and material balances, process flow sheets with mode of control only.

Standard Specifications, for principal material and equipment categories.

III. OFFSITES

These facilities, from crude receiving at Megara to product out at refinery, to be outlined by descriptive matter, supplemented by sketches, and schematic flow sheets. Existing drawings to be marked up to show required additions. System sketches for utilities (steam, water, electricity, fuel, air).

New tankage list, plan and schematic flow sheet. Approximate tie-in points for new facilities. Required additions to crude and product loading/unloading facilities and major pipeline sizing.

Η ΔΙΕΥΘΥΝΣΙΣ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

Από 1 Ιανουαρίου 1966 ή έτησία συνδρομή τής Εφημερίδος της Κυβερνήσεως, ή τιμή τῶν τμηματικῶν πωλουμένων φύλλων αυτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῇ Εφημερίδι της Κυβερνήσεως, καθώρισθησαν ὡς κάτωθι:

A. ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διὰ τὸ Τεῦχος Α'	Δραχ.	400
2. > > > Β'	>	350
3. > > > Γ'	>	300
4. > > > Δ'	>	500
5. > > > Πράξεις Νομικῶν Προσώπων Δ.Δ. κ.λ.π.	>	300
6. > > Παράρτημα	>	200
7. > > Δελτίον 'Ανωνύμων Έταιρειῶν κ.λ.π...	>	750
8. > > Δελτίον 'Εμπορικῆς καὶ Βιομηχανικῆς 'Ιδιοκτησίας	>	200
9. Δι' ἀπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	>	2.500

Οἱ Δῆμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ ήμισυ τῶν δινωτέρω πωλουμένων.

Ύπερ τοῦ Ταμείου 'Αλληλοιθοηθέας Προσωπικοῦ τοῦ Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) ἀναλογούν τὰ ἔξης ποσά:

1. Διὰ τὸ Τεῦχος Α'	Δραχ.	20.—
2. > > > Β'	>	17,50
3. > > > Γ'	>	15.—
4. > > > Δ'	>	25.—
5. > > > Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κ.λ.π.	>	15.—
6. > > Παράρτημα	>	10.—
7. > > Δελτίον 'Ανωνύμων Έταιρειῶν	>	37,50
8. > > Δελτίον 'Εμπ. καὶ Βιομ. 'Ιδιοκτησίας	>	10.—
9. > > Δι' ἀπαντα τὰ τεύχη	>	125.—

B. ΤΙΜΗ ΦΥΛΛΩΝ

Ἐκαστον φύλλον, μέχρις 8 σελίδων, τιμᾶται δραχ. 2, ἀπὸ 9 σελίδων καὶ δινώ, ἐκτὸς εἰδικῶν περιπτώσεων, δραχ. 5.

Γ'. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

I. Εἰς τὸ Δελτίον 'Ανωνύμων Έταιρειῶν καὶ 'Εταιρειῶν Περιωρισμένης Εὐθύνης:

A. Δημοσιεύματα 'Ανωνύμων Έταιρειῶν

1. Τῶν δικαστικῶν πράξεων	Δραχ.	200
2. Τῶν καταστατικῶν 'Ανωνύμων Έταιρειῶν	>	5.000
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν 'Ανωνύμων Έταιρειῶν	>	1.000
4. Τῶν δινακοινώσεων καὶ προσκλήσεων εἰς γενικάς συνελεύσεις, ως καὶ τῶν κατὰ τὸ δρόμον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων.	>	500
5. Τῶν δινακοινώσεων τῶν ὑπὸ διάλυσιν 'Ανωνύμων Έταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939.	>	100
6. Τῶν ισολογισμῶν 'Ανωνύμων Έταιρειῶν.	>	2.000
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν Έταιρειῶν	>	500
8. Τῶν διποφάσεων περὶ ἔγκρισεως τιμολογίων τῶν 'Ασφαλιστικῶν Έταιρειῶν	>	300
9. Τῶν ὑπουργικῶν διποφάσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἐργαστῶν 'Ασφαλιστικῶν Έταιρειῶν, ως καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων	>	2.000
10. Τῶν περὶ παροχῆς πληρεξουσιότητος πρὸς άντιπροσώπευσιν ἐν 'Ελλάδι ἀλλοδαπῶν Έταιρειῶν	>	1.000
11. Τῶν διποφάσεων περὶ συγχωνεύσεως 'Ανωνύμων Έταιρειῶν	>	5.000

12. Τῶν διποφάσεων τῆς 'Επιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστήριον πρὸς διαπραγμάτευσιν, συμφώνως πρὸς τὰ διατάξεις τοῦ δρόμου 2 παρ. 3 Α.Ν. 148/67

Δραχ. 500

13. Τῶν διποφάσεων τῆς 'Επιτροπῆς κεφαλαιογόραξ περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰ διατάξεις τοῦ δρόμου 2 παρ. 4 Α.Ν. 148/67

500

B. Δημοσιεύματα 'Εταιρειῶν Περιωρισμένης Εὐθύνης

1. Τῶν καταστατικῶν	Δραχ.	500
2. Τῶν τροποποιήσεων τῶν καταστατικῶν	>	200
3. Τῶν δινακοινώσεων καὶ προσκλήσεων	>	100
4. Τῶν ισολογισμῶν	>	500
5. Τῶν ἐκθέσεων ἐκτιμήσεως περιουσιακῶν στοιχείων	>	500

II. Εἰς τὸ Δ' Τεῦχος καὶ Παράρτημα

1. Τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ λοιπῶν δημοσιεύσεων	>	200
2. Τῶν ἀδείων πωλήσεως ιαματικῶν ὑδάτων	>	500
Τὸ ὑπὲρ τοῦ Ταμείου 'Αλληλοιθοηθέας Προσωπικοῦ Εθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ 'Ανωνύμων Έταιρειῶν καὶ 'Εταιρειῶν Περιωρισμένης Εὐθύνης ἐν γένει ὀρίσθη εἰς 5%.		

Δ'. ΚΑΤΑΒΟΛΗ ΣΥΝΔΡΟΜΩΝ - ΤΕΛΩΝ ΔΗΜΟΣΙΕΥΣΕΩΝ ΚΑΙ ΠΟΣΟΣΤΩΝ Τ.Α.Π.Ε.Τ.

1. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβόλλουνται εἰς τὰ Δημόσια Ταμεία ἕναντι διποδεικτικοῦ εἰσπράξεως, διπέρ, μερίμνη τοῦ ἐνδιαφερομένου, διποστέλλεται εἰς τὴν 'Υπηρεσίαν τοῦ Εθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ δύνανται ν' ἀποστέλλωνται καὶ εἰς δινάλιογους συνάλλαγμα δι' ἐπιταγῆς ἐπ' διπόματι τοῦ Διευθυντοῦ Τοῦ Εθνικοῦ Τυπογραφείου.

3. 'Η καταβολὴ τοῦ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν δινωτέρω πωλουμένων καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν 'Αθηναῖς μὲν εἰς τὸ Ταμείον τοῦ ΤΑΠΕΤ (Κατάστημα 'Εθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεία, διπέρ διπόδεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ δριζόμενα διὰ τῶν ὑπ' ἀριθ. 192378/3639 τοῦ ἔτους 1947 (RONEO 185) καὶ 178048/5321/31.7.65 (RONEO 139) ἐγκυρίων διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. 'Ἐπὶ συνδρομῶν ἐσωτερικοῦ ἀποστέλλομένων δι' ἐπιταγῆς, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπέρ τοῦ ΤΑΠΕΤ ποσοστόν.

Ο ΔΙΕΥΘΥΝΤΗΣ

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ