

(IV) DELIVERY PROCEDURES

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~~Part~~PART FF: [ICE FUTURES NEW YORK HARBOUR ULTRA LOW SULPHUR DIESEL FUTURES \(“ICE NYH ULSD FUTURES CONTRACT”\)](#), [ICE FUTURES EUROPE NEW YORK HARBOUR ULTRA LOW SULPHUR HEATING OIL FUTURES \(“ICE NYH ULSHO FUTURES CONTRACT”\)](#) ~~249~~

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~~29 July~~[30 September](#) 2019

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- 10.3 Confirmation of Agreed ADPs for the ICE Permian WTI Storage Contracts must be received by the Clearing House by no later than midday CT on the first Business Day following the Last Trading Day, or by such other time as may be specified by the Clearing House from time to time.
- 10.4 Where an ADP is agreed, the Clearing House will settle the relevant Contracts at the Exchange Delivery Settlement Price and return all associated margin to the relevant Clearing Member(s)
- 10.5 Where an ADP is agreed for an ICE Permian WTI Storage Contract, then, as from the time that the Clearing Members' accounts are amended by the Clearing House as described in this paragraph 10, the affected Clearing Members and the Clearing House shall all automatically and immediately be released and discharged from all their rights, liabilities and obligations in respect of the affected Contract or Contracts and such rights, liabilities and obligations shall be replaced by such amended obligations as are agreed between the parties.

11. ALTERNATIVE DELIVERY PROCEDURE: ICE NYH ~~ULSHO~~ULSO FUTURES CONTRACTS

- 11.1 In respect of ICE NYH ~~ULSHO~~ULSO Futures Contracts (as defined in Section FF of these Delivery Procedures), if the Buyer and the Seller agree to undertake delivery outside the ICE Futures Europe Rules, both parties must advise the Clearing House using the ICE NYH ~~ULSHO~~ULSO Futures: Confirmation of Agreed ADP Form.
- 11.2 Where an ADP is agreed, the Clearing House will settle the relevant Contracts at the Exchange Delivery Settlement Price (as defined in the ICE Futures Europe Rules) fulfilling its obligations under the Contract in respect of delivery.
- 11.3 ICE NYH ~~ULSHO~~ULSO Futures: Confirmation of Agreed ADP Forms must be received by the Clearing House any time before the finalisation of delivery. Forms received by the Clearing House after 10:00 ET will be deemed to have been received on the next Business Day.
- 11.4 Where an ADP is agreed for ICE NYH ~~ULSHO~~ Futures, then, as from the time that the Clearing Members' accounts are amended by the Clearing House and the payment of the EDSP has taken place, the affected Clearing Members and the Clearing House shall all automatically and immediately be released and discharged from all their rights, liabilities and obligations in respect of the affected Contract or Contracts and such rights, liabilities and obligations shall be replaced by such amended obligations as are agreed between the parties.

12. EXCLUSION OF ALTERNATIVE DELIVERY PROCEDURES FOR OTHER CONTRACTS

Clearing Members may not agree alternative delivery procedures for any ICE Futures UK Natural Gas Futures Contract, ICE Futures UK Natural Gas (EUR/MWh) Futures Contract, ICE Futures UK Natural Gas Daily Futures Contract, ICE UK Base Electricity Futures Contract (EFA), ICE UK Peak Electricity Futures Contract (EFA), ICE UK Base Electricity Futures Contract (Gregorian), ICE UK Peak Electricity Futures Contract (Gregorian) or ICE Deliverable US Emissions Contract, Financials & Softs Coffee Contract, Financials & Softs Cocoa Contract, Financials & Softs Wheat Contract, Financials & Softs Gilt Contract, Financials & Softs Japanese Government Bond Contract, Financials & Softs Equity Futures/Options Contract or Financials & Softs Stock Contingent Trade Contract or any other Contract subject to a delivery from time to time for which no specific alternative delivery procedure applies, save where a Governmental Authority of competent jurisdiction orders or requires or Applicable Law so requires or the Clearing House provides its consent in writing.

13. INTERIM PAYMENTS: GASOIL

Where a Delivery Panel formed under ICE Futures Europe Rules directs that an interim payment or payments should be made pending a decision as to the price to be set for Invoicing Back, the Clearing House may make an interim payment to the affected Clearing Member of the amount specified in the

DELIVERY PROCEDURES: ICE ENDEX CEGH AUSTRIAN VTP NATURAL GAS FUTURES

Name of Delivery Document	Explanation	Timing
	Endex Austrian VTP Natural Gas Daily Futures.	
ICE Endex Austrian VTP Natural Gas Futures: Blanket Transferor Form	Where applicable, the Seller must ensure that this form is submitted by the Transferor. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the delivery intentions submitted in ECS regarding the ICE Endex Austrian VTP Natural Gas Daily Futures.	By 19:45 CET on M-2
ICE Endex Austrian VTP Natural Gas Futures Futures Confirmation Report	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferor(s) and Transferee(s). It is a Transferor/Transferee order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part EE from first Delivery Day to last Delivery Day; lots to be delivered; and a statement that if the Transferor/Transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and the Clearing House will submit the Trade Nomination(s) to CEGH based on the Net Hourly Position of the Clearing Member, by the relevant deadline.	
ICE Endex Austrian VTP Natural Gas Futures Invoice and Account Sale	The reports give Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; Delivery Month; contracted MWh; actual delivered (matched) MWh; price in Euros per MWh; value of Natural Gas.	By 10:00 CET on the day following the Invoice Period
Invoice Report and Credit Note Report: Failed Deliveries	The report gives Buyers and Sellers with failed deliveries during the previous Delivery Month details of Clearing Member mnemonic; Clearing Member account; contract; Delivery Month; Delivery Day; amount of failed delivery long (MWh); amount of failed delivery short (MWh); and total costs charged to the Clearing Member as a result of failed delivery/deliveries.	M+10 at 10:00 CET.

DELIVERY PROCEDURES: ICE NYH ULSD FUTURES ~~EUROPE NEW YORK HARBOUR ULTRA LOW SULPHUR HEATING OIL FUTURES~~CONTRACTS

PART FF: ~~**PART FF:**~~ ICE FUTURES NEW YORK HARBOUR ULTRA LOW SULPHUR DIESEL FUTURES (“ICE NYH ULSD FUTURES CONTRACT”), ICE FUTURES EUROPE NEW YORK HARBOUR ULTRA LOW SULPHUR HEATING OIL FUTURES (“ICE NYH ULSHO FUTURES CONTRACT”)

1. APPLICABILITY AND DEFINITIONS

1.1 This Part FF applies to all physically deliverable ICE NYH ULSD Futures Contracts and ICE NYH ULSHO Futures Contracts for which physical delivery is specified as applicable in the relevant contract terms and which go to physical delivery on the expiry date. Such ICE Futures Europe contracts are referred to in this part as “ICE NYH ~~ULSHO~~ULSO Futures Contracts”.

1.2 For the avoidance of doubt, the two ICE NYH ULSD Futures Contracts remain separate Contracts and the various forms required to support the delivery of each of the Contracts need to clearly reference the Contract to which they refer. There is no fungibility between the two contracts and / or the underlying Product.

1.3 ~~1.2~~ The following definitions apply to this part of the Delivery Procedures:

- (a) “ADP” means an alternative delivery procedure as may be agreed between the Buyer and the Seller, as further detailed in Section 1.11 of the Delivery Procedures;
- (b) “Business Day” means, for the purposes of these Delivery Procedures, a day on which the Clearing House and the Terminals are open for business;
- (c) “Delivery Confirmation Form” means the form specified in Section 5 of these Delivery Procedures;
- (d) “Delivery Nomination Form” means the form specified in Section 5 of these Delivery Procedures;
- (e) “Delivery Range Nomination Form” means the form specified in Section 5 of these Delivery Procedures;
- (f) “ET” means the prevailing time in New York;
- (g) “Inspector” means an inspector selected or nominated in accordance with the ICE NYH ~~ULSHO~~ULSO Futures Contracts for the purposes of determining the quality and quantity of the Product;
- (h) “LPT” means the prevailing time in London, United Kingdom;
- (i) “Product” means fungible 15ppm ultra low sulphur diesel fuel in respect of the ICE NYH ULSD Futures Contract, and fungible 15ppm ultra low sulphur heating oil in respect of the ICE NYH ULSHO Futures Contract, meeting the specifications set out in the ICE NYH ULSD Futures ~~Europe Rules~~Contracts;
- (j) “Revised Delivery Nomination Instructions” means the form specified in Section 5 of these Delivery Procedures; and
- (k) “Terminal” means a storage terminal, facility or installation in New York Harbour area and nominated as a delivery terminus under the ICE NYH ~~ULSHO~~ULSO Futures Contracts;

2. DELIVERY SPECIFICATION

2.1 Scope

DELIVERY PROCEDURES: ICE NYH ULSO FUTURES ~~EUROPE NEW YORK HARBOUR ULTRA LOW SULPHUR HEATING OIL FUTURES~~ CONTRACTS

The ICE NYH ~~ULSHO~~ULSO Futures ~~Contract is~~Contracts are for the sale and delivery of the Product meeting the relevant contract specification set out in ICE Futures Europe Rules, by the Seller to the Buyer, via a recognised Terminal in New York Harbour, such facility as specified by the Seller. Delivery shall take place on a Business Day nominated by the Buyer within a five-day window as agreed by the Seller and the Buyer. Such day must fall between the sixth Business Day and the last Business Day of the Contract month inclusive.

2.2 Delivery Modes

The Buyer may choose from the following delivery options:

- (a) into Buyer's barge;
- (b) into Buyer's tanker;
- (c) by inter-tank transfer where there is a suitable connecting pipeline and the operator of the pipeline agrees, at Buyer's own expense (either between tanks in the Terminal nominated by the Seller or between a tank in that Terminal and a tank in a Terminal nominated by the Buyer);
- (d) by in-tank transfer without movement of the Product from the original in-tank location of the Product where the terms of business of the Terminal allow it, at Buyer's own expense.

To participate in a delivery, a minimum 25 lots threshold applies. For any deliveries below the 25 minimum lots requirement, the parties may undertake an ADP.

2.3 Quality

The Product delivered under the ICE NYH ~~ULSHO~~ULSO Futures Contracts shall be delivered in bulk and be free from all liens, encumbrances, unpaid taxes, fees, other charges and any other form of claim and shall conform to the specifications, as appropriate, described in ICE Futures Europe Rules.

2.4 Price

The price at which ~~the~~each ICE NYH ~~ULSHO~~ULSO Futures Contract is delivered is the Exchange Delivery Settlement Price (as defined in the ICE Futures Europe Rules) published on the Last Trading Day for the contract month.

2.5 Determination of Quantity and Quality

The quality and quantity of delivered Product is determined by an Inspector selected in accordance with the ICE NYH ~~ULSHO~~ULSO Futures ~~Contract~~Contracts to perform such determination.

2.6 Cessation of trading

Contracts of a particular set cease trading on the Last Trading Day, in accordance with the ICE NYH ~~ULSHO~~ULSO Futures Contracts.

2.7 Exchange for Physicals (EFPs)

In accordance with the ICE Futures Europe Rules, EFPs may be reported at any time after the close of trading up until 10:00 ET / 15:00 LPT on the next Business Day following the Last Trading Day.

**DELIVERY PROCEDURES: ICE NYH ULSO FUTURES ~~EUROPE NEW YORK HARBOUR ULTRA~~
~~LOW SULPHUR HEATING OIL FUTURES~~CONTRACTS**

3. ICE NYH ~~ULSHO~~ULSO FUTURES DELIVERY TIMETABLE

Last Trading Day		
Cessation of Trading	At 14:30 ET	Trading in ICE NYH ULSHO <u>ULSO</u> Futures Contracts ceases.
Last Trading Day +1 Business Day		
EFPs	By 10:00 ET (15:00 LPT)	EFPs may be posted up until 10:00 ET (15:00 LPT) on the first Business Day after the Last Trading Day.
Expiry	By 11:00 ET	All position maintenance must be performed by Clearing Members. Sellers and Buyers must each submit to the Clearing House a Delivery Confirmation Form in relation to Contracts remaining open at 14:30 ET on Last Trading Day.
	At 11:00 ET	Sellers/Buyers are obliged to make/take delivery of all Contracts remaining open in the expiring contract month. The MPFE report is available via ECS and MFT advising each Clearing Member of its delivery positions and obligations.
	After 11:00 ET	The Clearing House allocates lots to Sellers/Buyers by location at its sole discretion based on the Delivery Confirmation forms received, endeavouring to minimise the number of Clearing Members and locations involved, taking into account Buyers' and Seller's preferences for a Terminal and / or modes of delivery. The Clearing House will notify each Seller of the Buyer(s) with whom it has been matched or allocated for each delivery location and instructing Sellers to deliver directly to Buyer(s) in accordance with the ICE Futures Europe Rules. The Clearing House will send a notice to each Buyer identifying the Seller(s) and the delivery location(s).
Last Trading Day +2 Business Days		
Margin	By 09:00 LPT	Buyer's delivery Margin and Seller's delivery Margin shall be debited from Clearing Members that are Buyers and Clearing Members that are Sellers, respectively, for their deliverable positions. Delivery Margin will be calculated by the Clearing House as undelivered volume (lots x 42,000) x an appropriate scanning range as determined by the Clearing House. The Clearing House will collect Contingent Variation Margin from the Buyer's and the Seller's Clearing Member accounts for their respective deliverable positions.
Last Trading Day +2 to 4 Business Days		
Agreement of Delivery Detail	By 16:30 ET	Prior to providing the Delivery Range Nomination the Buyer shall verify and confirm in writing to the Seller, copying in the Clearing House, that the method of delivery conforms to the normal capabilities of the Seller's delivery facility with respect to all of the details to be

**DELIVERY PROCEDURES: ICE NYH ULSO FUTURES ~~EUROPE NEW YORK HARBOUR ULTRA~~
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		provided in the Delivery Range Nomination Form.
Delivery Range Nomination	By 16:30 ET	<p>Only after the agreed Delivery Range Nomination Form has been received in writing by the Seller and the Clearing House, the Buyer must provide the Seller with a Delivery Range Nomination Form.</p> <p>If the Delivery Range Nomination Form is received on the 4th business day of the delivery month then the earliest possible five day range nomination will begin on the 7th business day of the delivery month.</p>
Last Trading Day +3 Business Days onwards		
Delivery Nomination	By 10:30 ET	<p>Buyer provides a Delivery Nomination Form to the Seller, with a copy to the Clearing House. The Delivery Nomination Form must be provided not less than two full calendar days prior to the delivery date. In the event of the Delivery Nomination Form being received by the Seller after 10.30 ET, it shall be deemed to have been received on the following calendar day.</p> <p>The ICE NYH ULSHO<u>ULSO</u> Futures Delivery Day Nomination Table in paragraph 3 of this Part FF sets out the appropriate day to submit a nomination for a specific delivery day.</p>
	By 16:30 ET	<p>On the day of the receipt of the Delivery Nomination Form, the Seller shall confirm its acceptance or rejection of the Buyer's nomination to the Buyer and the Clearing House.</p> <p>Any rejection notice must be accompanied by specific reasons justifying this together with any relevant evidence. The Seller may not reject a nomination for frivolous or vexatious reasons, which shall include rejection of details which do not result in rejection of the nomination by the Seller's Terminal and obvious clerical errors</p> <p>If the Seller fails to provide supporting evidence or proof of rejection, Seller is deemed to have accepted the Buyer's nomination.</p>
Revised Delivery Nomination	By 10:30 ET on third Business Day following day of receiving rejection	<p>If the Seller rejects the nomination, Buyer must provide Revised Delivery Nomination Instructions to the Seller, with a copy to the Clearing House, which must be provided at least two business days prior to the last calendar day of the delivery month.</p> <p>If received by Selling Clearing Member after 10:30 ET then the Revised Delivery Nomination is deemed to have been received the following Business Day.</p>
	By 16:30 ET on the day of receiving Revised Delivery Nomination Instructions	<p>Seller must confirm or reject the Buyer's Revised Delivery Nomination Instructions. Any rejection notice provided to the Buyer, with a copy to the Clearing house, must be accompanied by specific reasons justifying this together with any relevant evidence.</p>
1 Business Day prior to first day of Delivery Range		
Margin	By 09:00 LPT	<p>Delivery Margin increases to full contract value for the Buyer; the Clearing House will debit the Buyer's account accordingly. Contingent variation Margin requirements end for the Buyer.</p>

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Delivery Date		
Delivery Date	<p>The barge shall be loaded on a first come first served basis, and any costs incurred (including demurrage) shall be calculated in accordance with industry market practice.</p> <p>In the event that the barge is presented ready to load and the Seller has made the Product ready for delivery, both within the agreed delivery range, but loading has not been completed by the last day of the delivery range there shall be an extension of 24 hours provided the Seller can show, supported by evidence from the Terminal through which delivery is to be made, that it has made the Product ready for delivery but loading has been prevented by operational factors.</p> <p>Such evidence shall be copied to the Clearing House.</p> <p>In the event that delay exceeds 24 hours, the party responsible for the delay may be in default, if so declared by the Clearing House.</p> <p>The above delivery provisions shall apply, mutatis mutandis, to deliveries by tanker, inter-tank transfers and in-tank transfers without movement of the Product.</p>	
Final Settlement Per Nomination		
Receipt of documents by the Clearing House	<p>By 11:00 ET</p> <p>Document Receipt Day</p>	<p>Seller shall lodge the following delivery documents with the Clearing House:</p> <ul style="list-style-type: none"> (i) the Inspector's certificates of quality and quantity (or a copy thereof), if not previously submitted; (ii) in the case of delivery into barge, the barge delivery notes or negotiable set of bills of lading (or a copy thereof); (iii) in the case of delivery by inter-tank transfer, a document satisfactorily evidencing the movement of Product into the Buyer's tank, issued by the operator of the Buyer's tank and naming the supplier or the supplying Terminal (where different from the receiving Terminal) and the receiver; (iv) in the case of delivery in-tank without movement of Product, a document satisfactorily evidencing the transfer title, issued by the Terminal and naming at least the receiver. <p>Seller shall use reasonable endeavours to provide any additional customary documentation reasonably requested by the Buyer and / or the Clearing House.</p> <p>In the event of non-availability of any of the documents listed above, Seller may substitute a letter of indemnity in favour of the Buyer in a form and from a bank approved from time to time by the Clearing House pending the availability of such document.</p> <p>Any documents received by the Clearing House after 11:00 ET will be deemed to be received on the following Business Day.</p>
	By 16:00 ET	<p>The Clearing House advises the Seller of the account sale amount. The Clearing House advises the Buyer of document availability and the invoice amount and that payment will take place the next Business Day.</p>
Document receipt day +1 Business Day (if received before 11:00 ET)		

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Payment	By 09:00 LPT	The Buyer pays the invoice amount to the Clearing House. Buyer's security is released as part of the payment transaction. The account sale amount is credited to the Seller. Any additional payments resulting from volume tolerance differences or demurrage are to be settled bilaterally and outside the Clearing House.
	After 09:00 LPT	Buyer collects invoice and related delivery documents from the Clearing House. Buyer signs a receipt to confirm acceptance of the invoice and related delivery documents. See paragraph 5 of this Part [FF] for invoice details.
Document receipt day +2 Business Days		
Release of Seller's Margin		Seller's Delivery Margin and Contingent Variation Margin are released.

ADP		
ADP	By 10:00 ET	In the event that the Seller and Buyer agree delivery of Product of a specification other than that provided for or in a manner or at a place or on terms other than those specified in the ICE Futures Europe Rules, they shall each immediately give notice of that fact to the Clearing House by submitting the ICE NYH ULSHO ULSO Futures: Confirmation of Agreed ADP Form. Such forms must be submitted by 10:00 ET. On receipt of both forms, the Clearing House will remove the lots from delivery and return any associated Margins held. Any agreed ICE NYH ULSHO ULSO Futures: Confirmation of Agreed ADP Form received after 10:00 ET will be deemed to be received the next business day, and lots will be removed by the Clearing House on that day. All ADPs will be processed by the Clearing House at the relevant Exchange Delivery Settlement Price. Any additional amounts payable between the parties shall be settled directly between the Seller and Buyer without involvement of the Clearing House. Buyer's security, Delivery Margin and/or Contingent Variation Margin will be returned overnight for value on the following Business Day.

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4. ICE NYH ~~ULSHO~~ULSO FUTURES DELIVERY DAY NOMINATION TABLE

The table below indicates the deadlines for the receipt of an ICE NYH ~~ULSHO~~ULSO Futures: Delivery Day Nomination-Vessel or ICE NYH ~~ULSHO~~ULSO Futures: Delivery Day Nomination-In Tank / Inter-Tank by the Clearing House.

D = Nominated Delivery Day
 R = Day by which nomination must be received (by 10:30 ET)

For example: in the first line below, the nominated Delivery Day is Thursday and the deadline for receipt of the nomination is 10:30 ET on the previous Monday.

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed
R			D						
	R			D					
		R			D				
			R			D			
				R			D		
				R				D	
				R					D

If the Monday is a non-Business Day, the deadline for receipt of nomination for the following Thursday is the previous Friday instead of the Monday.

These days may vary over UK and US holiday days.

5. DELIVERY DOCUMENTATION SUMMARY

<i>Sellers and Buyers should ensure that relevant Delivery Documentation is completed in full</i>		
Name of Delivery Document	Explanation	Timing
ICE NYH ULSHO <u>ULSO</u> Futures: Buyer's Delivery Confirmation Form	<p>This form must be completed in full for all Contracts subject to delivery.</p> <p>Buyer's Delivery Confirmation Form must include:</p> <ul style="list-style-type: none"> (i) name(s) of underlying client(s); (ii) the Contract (or Contracts) against which it is given; (iii) names of the three inspectors proposed by the Buyer, specifying the Buyer's order of preference; (iv) in relation to all or some of the deliveries, the name and location of one or more preferred Terminals in which the Buyer would like to take delivery; and (v) any other relevant information. <p>The Buyer's preferences for the Terminal and mode of delivery listed in the Delivery Confirmation Form will be an indication of preference only and not be binding on the Clearing House.</p>	By 11:00 ET on the Last Trading Day +1 Business Day
ICE NYH ULSHO <u>ULSO</u> Futures: Seller's Delivery Confirmation Form	<p>This form must be completed in full for all Contracts subject to delivery.</p> <p>Seller's Delivery Confirmation Form must include:</p> <ul style="list-style-type: none"> (i) name(s) of underlying client(s) or whether the 	By 11:00 ET on the Last Trading Day +1 Business Day

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<i>Sellers and Buyers should ensure that relevant Delivery Documentation is completed in full</i>		
Name of Delivery Document	Explanation	Timing
	<p>Seller is acting for its own account;</p> <p>(ii) the Contract (or Contracts) against which it is made;</p> <p>(iii) the total number of lots making up each delivery;</p> <p>(iv) in respect of each delivery, the name and location of the Terminal within the delivery area in which the Seller will make delivery; and</p> <p>(v) any other relevant information.</p>	
ICE NYH ULSHOULSO Futures: Agreement of Delivery Detail	This notice is submitted by the Buyer to the Seller, with a copy to the Clearing House, confirming method of delivery conforms to normal capabilities of the Seller's delivery facility with respect to manner of delivery and quantity.	By 16:30 ET on Last Trading Day +2 to +4 Business Days, but before submission of Delivery Range Nomination Form
ICE NYH ULSHOULSO Futures: Delivery Range Nomination Form	<p>This notice is submitted by the Buyer to the Seller, with a copy to the Clearing House, confirming:</p> <p>(i) Seller's name (and Clearing member if different from the Seller);</p> <p>(ii) tender number;</p> <p>(iii) the Contract (or Contracts) against which it is given;</p> <p>(iv) the name of the Terminal within the delivery location in which delivery will be made/taken;</p> <p>(v) Inspector's name;</p> <p>(vi) the Buyer's preferred consecutive five-day delivery range;</p> <p>(vii) the Buyer's normal documentary requirements in addition to those mentioned in Rule 7C2.11, which may not be unreasonably requested; and</p> <p>(viii) any additional information that may be required by the Clearing House..</p>	By 16:30 ET on Last Trading Day +2 to +4 Business Days
ICE NYH ULSHOULSO Futures: Delivery Nomination Form	<p>This notice is submitted by the Buyer to the Seller, with a copy to the Clearing House, confirming:</p> <p>(i) the name of the Seller;</p> <p>(ii) tender number;</p> <p>(iii) the Contract (or Contracts) against which it is given;</p> <p>(iv) the name of the Terminal within the delivery location in which delivery will be made/taken;</p> <p>(v) delivery method;</p> <p>(vi) name and registration number of proposed carrier (e.g. barge or tanker) and the approximate size of the carrier where applicable;</p> <p>(vii) for inter-tank transfer, the name of receiving</p>	<p>By 10:30 ET on Last Trading Day +3 Business Days onwards</p> <p>By 16:30 ET on the day of receipt of Delivery Nomination Form</p>

<i>Sellers and Buyers should ensure that relevant Delivery Documentation is completed in full</i>		
Name of Delivery Document	Explanation	Timing
	facility; (viii) the nominated delivery day and approximate time for initiating delivery; (ix) name of the Inspector; and (x) any additional information that may be required by the Clearing House. The Seller must complete and return to the Buyer, with a copy to the Clearing House, relevant section of the form confirming the Seller's acceptance or rejection of the nomination.	
ICE NYH ULSHO <u>ULSO</u> Futures: Confirmation of Agreed ADP Form	This form is submitted by both Buyers and Sellers to the Clearing House confirming their agreement to the ADP and the number of lots.	Any time before the completion of delivery

6. INVOICE

6.1 Invoice Calculation

The Clearing House will invoice basis the full contract value

Contract Volume x Delivery Settlement Price x Contract Size (Gallons) = Full Contract Value

$$1 \text{ lot} \times 2.0000 \times 42,000 = \text{USD } 84,000.00$$

6.2 Delivery Tolerance

A delivery tolerance of plus or minus 2% of the contract volume is permitted. Notwithstanding the tolerance permitted under the Contract, the Clearing House will invoice the parties on a full lots basis; any Product delivered as part of the tolerance level will be accounted separately between the Buyer and the Seller.

Based upon 1 lot delivery

Maximum tolerance = 1 x 42,000 gallons plus 2% = 42,840 gallons

Minimum tolerance = 1 x 42,000 gallons minus 2% = 41,160 gallons

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 23/09/2019 12:04:03	
Style name: Shearman & Sterling	
Intelligent Table Comparison: Active	
Original DMS: dm://LNDOCS01/1147265/2	
Modified DMS: dm://LNDOCS01/1150274/3	
Changes:	
Add	87
Delete	82
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	169