

Procedure Related to Energy Market and Chukyo-Oil Market Delivery

(As of June 20, 2024)

Tokyo Commodity Exchange, Inc.

Rule 1 (Purpose)

1. This Procedure shall prescribe matters necessary for physical delivery in the Energy Market and Chukyo-Oil Market.

Rule 2 (Delivery Points)

1. The delivery points prescribed in Rule 62, Paragraph 1, Item 1 of the Market Rules shall be those referred to in each of the following items.
 - (1) Refineries
 - a. Refineries that have maritime shipment facilities specified in Rule 2, Paragraph 1 of the Energy Delivery Detailed Rules and fall under Item 2 of the same rule.
 - b. Storage facilities shall be treated as refineries if they have maritime shipment facilities specified in Rule 2, Paragraph 1 of the Energy Delivery Detailed Rules and receive, by any of the following methods, supplies of standard grade materials specified in Rule 13, Paragraph 1, Item 1 of the Market Rules that are refined by refineries that fall under Rule 2, Paragraph 2.
 - (a) Storage facilities that receive supplies directly from refineries via handling facilities for transfer prescribed in Article 7-2 of the Cabinet Order Concerning the Control of Hazardous Materials (Cabinet Order No.306 of 1959) with permission being obtained from the municipal mayor, etc. prescribed in Article 11 of the Fire Service Act (Act No. 186 of 1948)
 - (b) Storage facilities that receive supplies directly from refineries through piping that meets the standards for position, structure and equipment of piping prescribed in Article 9, Paragraph 1, Item 21 of the Cabinet Order Concerning the Control of Hazardous Materials.

- (2) Storage Facilities

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- a. DAITOH TANK TERMINAL Co., Ltd, Yokohama Oil Tank (*yusōjo*) (gasoline and kerosene)
 - b. Marubeni Ennex Corporation, Chiba Terminal (gasoline and kerosene)
 - c. Central Tank Terminal Co., Ltd., Yokohama Terminal (*jigyōsho*) (gasoline and kerosene)
2. Delivery points prescribed in Rule 62, Paragraph 1, Item 2 of the Market Rules shall be those referred to in the following items.
- (1) Toyotsu Energy Corporation Nagoya Oil Terminal (*yusōjo*) (gasoline and kerosene)
 - (2) Marunaka Kosan Co., Ltd. Nagoya Oil Terminal (*yusōjo*) (gasoline and kerosene)

Rule 3 Requirements for Good Delivery Materials

1. The requirements for good delivery materials prescribed in Rule 6 of the Energy Delivery Detailed Rules and Rule 6 of the Energy Customized Delivery Procedure shall be as follows.
 - (1) Gasoline
Vapor Pressure: Upper limit shall be 93kPa for winter goods (January to March and December contracts), 65kPa for summer goods (June to September contracts) and 78kPa for other seasons (April to May and October to November contracts).
 - (2) Kerosene
DTBP (2, 6-di-tert-butylphenol) shall not be included.

Rule 4 (Retention of Physical Commodity Sales Contract, etc.)

1. A Trading Participant (meaning a Trading Participant specified in Rule 6, Paragraph 1 of the Market Rules; the same shall apply hereinafter) who has made a physical delivery for its proprietary account shall retain a copy of the physical commodity sales agreement and/or other similar documents (hereinafter referred to as the "Sales Documents" in this rule), where these accompany the delivery, for a certain period after the completion of the delivery.
2. A Broker Trading Participant or Remote Broker Trading Participant who has made a physical delivery for the account of a Customer, etc. shall receive copies of the Sales Documents, where these accompany the delivery to the Customer, etc., from the Customer, etc. and retain them for a certain period after the delivery is completed.
3. In cases where a Trading Participant is requested by the Exchange to submit and undergo investigation on (and/or revise) the Sales Documents prescribed in each of the preceding paragraphs, said Trading Participant shall comply with the request.

Rule 5 (Pattern of Agreement)

1. The patterns of the "written agreement and the like" specified in Rule 5, Paragraph 1, Item 1. b of the Energy Declared Delivery Procedure and Rule 5, Paragraph 1, Item 1. b of the Chukyo-Oil Declared Delivery Procedure shall be one of the patterns specified in the Appendix.

Rule 6 (Revision or Abolition)

1. Revision or abolition of this Procedure shall be approved by the Representative Director, President.

Supplementary Provisions

This Procedure shall take effect on May 15, 2012.

Supplementary Provisions

The revisions to the provisions of Rule 3 (Refund of Delivery Payment), Rule 4 (Retention of Physical Commodity Sales Contract, etc.) and the Appendix shall take effect on March 31, 2014.

Supplementary Provisions

The revisions to the provision of Rule 2 (Delivery Points) shall take effect on February 6, 2015.

Supplementary Provisions

The revisions to the provision of Rule 2 (Delivery Points) shall take effect on September 11, 2015 and apply from on or after November 1, 2015.

Supplementary Provisions

The revisions to the provisions of Rule 3 (Refund of Delivery Payment), Rule 4 (Retention of Physical Commodity Sales Contract, etc.) and the Appendix shall take effect on October 31, 2016.

Supplementary Provisions

The newly established provisions of Rule 2-2 (Requirements for Good Delivery Materials) shall take effect on November 14, 2016 and shall apply to physical delivery of the June 2017 contract and subsequent contracts.

Supplementary Provisions

The revisions to the provisions of Rule 2 (Delivery Points) and Rule 5 (Form of Agreement) and the Appendix shall take effect on May 8, 2017.

Supplementary Provisions

The revisions to the provisions of Rule 2 (Delivery Points) shall take effect on August 9, 2017 and apply from on or after October 1, 2017.

Supplementary Provisions

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The revisions to the provisions of Rule 2 (Delivery Points) shall take effect on February 28, 2018 and apply from on or after April 1, 2018.

Supplementary Provisions

The revisions to the provisions of Rule 2 (Delivery Points) shall take effect on April 1, 2019.

Supplementary Provisions

The revisions to the title of this Procedure, provisions of Rule 1 (Purpose), Rule 2 (Delivery Points), Rule 2-2 (Requirements for Good Delivery Materials), Rule 3 (Refund of Delivery Payment) and Rule 5 (Forms of Agreement) shall take effect on September 17, 2019.

Supplementary Provisions

These revisions shall take effect on December 1, 2019.

Supplementary Provisions

These revisions shall take effect on July 27, 2020.

Supplementary Provisions

These revisions shall take effect on April 1, 2021.

Supplementary Provisions

These revisions shall take effect on September 9, 2022.

Supplementary Provisions

These revisions shall take effect on June 20, 2024.

Appendix: Patterns of Agreement Specified in Rule 5

1. In cases where the delivery parties are Trading Participants, the Agreement shall be between the delivering Trading Participant and the receiving Trading Participant.
2. In cases where the delivery parties are Customers, etc., the Agreement shall be in one of the patterns referred to in the following (1) and (2).
 - (1) Between the delivering Customer, etc. and the receiving Customer, etc.
 - (2)
 - a. Between the delivering Broker Trading Participant or Remote Broker Trading Participant (hereinafter referred to as a "(Remote) Broker Trading Participant") and the receiving (Remote) Broker Trading Participant;
 - b. Between the delivering (Remote) Broker Trading Participant and the delivering Customer, etc.;

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- c. Between the receiving (Remote) Broker Trading Participant and the receiving Customer, etc.
- 3. In cases where the delivery parties are a Trading Participant and a Customer, etc., the Agreement shall be in one of the patterns referred to in the following (1) and (2).
 - (1) Between the delivering Trading Participant and the receiving Customer, etc. or between the receiving Trading Participant and the delivering Customer, etc.
 - (2)
 - a. Between the delivering Trading Participant and the receiving (Remote) Broker Trading Participant or between the receiving Trading Participant and the delivering (Remote) Broker Trading Participant;
 - b. Between the delivering (Remote) Broker Trading Participant and the delivering Customer, etc. or between the receiving (Remote) Broker Trading Participant and the receiving Customer, etc.