

PETROPERU S.A.

ACTA DE RECEPCIÓN DE PROPUESTAS PARA CONCURSO INTERNACIONAL DE PRECIOS
CONVOCADOS POR SUB GERENCIA SUMINISTRO Y VENTAS INTERNACIONALES

REF: IMPORTACIÓN DE GASOLINAS DURANTE FEBRERO - ABRIL 2022,

FECHA RECEPCIÓN: 18/01/2022		N° CONCURSO: SSVI-0005-2022 / TENDER-003-2022		
HORA INICIO : 10:00:00		HORA TÉRMINO : 11:00:00		
No.	EMPRESAS INVITADAS	NÚMERO ASIGNADO	HORA DE LLEGADA	OBSERVACIONES
1	AMAZONIA ENERGIA INDUSTRIA E COMERCIO DE COMBUSTIVIES LTDA.			No se presenta
2	ARCADIA PETROLEUM LTD. / ARCADIA ENERGY(SUISSE) S.A			No se presenta
3	ASTRA OIL COMPANY, INC.			No se presenta
4	ATLANTIC TRADING & MARKETING, INC.			No se presenta
5	B.B. ENERGY (GULF) DMCC			No se presenta
6	B.B. ENERGY USA LLC. / Esteban Muñoz			No se presenta

LAS PROPUESTAS DETALLADAS FUERON RECEPCIONADAS VÍA PORTAL WEB, MAIL y FAX EN PRESENCIA DEL REPRESENTANTE DE LA SUB GERENCIA QUE CONVOCÓ EL CONCURSO, PARTICIPANDO EN CALIDAD DE VEEDOR EL NOTARIO PÚBLICO, SUSCRIBIENDO AMBOS LA PRESENTE ACTA.

ASISTENTES A LA RECEPCIÓN DE PROPUESTAS

SUB GERENCIA	SEÑORES	FIRMAS
Auxiliar NOTARIA	Jenny Bustamante R. Pablo Vela Velasquez	Pablo Vela Velasquez
COTIZA : 4 COMPAÑIAS	NO SE PRESENTA : 64 COMPAÑIAS	NO COTIZA : 9 COMPAÑIAS

COMENTARIOS

Se folio documentar del 1 (uno) al 48 (cuarenta y ocho) fjs. Day se

Sub Gerente Suministro y Ventas Internacionales
Gerente Dpto. Compras de Hidrocarburos
Ficha: 59289

ROGER LUY LION

QUILBO VELA VELASQUEZ
Notario Público
ABOGADA
NOTARIA DE LIMA

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No.	EMPRESAS INVITADAS	NÚMERO ASIGNADO	HORA DE LLEGADA	OBSERVACIONES
7	BGN INT DMCC			No se presenta
8	BP PRODUCTS NORTH AMERICA, INC / BP OIL SUPPLY COMPANY / BP WEST COAST PRODUCT,LLC			No se presenta
9	CAMAC INTERNATIONAL LTD.			No se presenta
10	CARGILL, INCORPORATED / CARGILL INTERNATIONAL SA (CISA) / CARGILL INTERNATIONAL SA / CAI TRADING LLC			No se presenta
11	CASTLETON COMMODITIES INTERNATIONAL LLC / CASTLETON COMMODITIES MERCHANT TRADING L.P / LDH ENERGY SOUTH AMÉRICA S.A			No se presenta
12	CHEVRON PRODUCTS COMPANY (A DIVISION OF CHEVRON U.S.A. INC.)		10:08:55	No Cotiza

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Auxiliar		Jenny Bustamante R.			
NOTARIA		Paula Vela Velasquez			
COTIZA :	4 COMPAÑIAS	NO SE PRESENTA :	64 COMPAÑIAS	NO COTIZA:	9 COMPAÑIAS

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Sub Gerencia Suministro y Ventas Internacionales
ROGER LILION
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PAULA VELA VELASQUEZ
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No.	EMPRESAS INVITADAS	NÚMERO ASIGNADO	HORA DE LLEGADA	OBSERVACIONES
13	CINQUE TERRE FINANCIAR GROUP LTD.			No se presenta
14	CITGO PETROLEUM CORPORATION / CITGO			No se presenta
15	CITIZENS RESOURCES LLC			No se presenta
16	COMPAÑIA ESPAÑOLA DE PETRÓLEOS S.A.U. (CEPSA)			No se presenta
17	ECOPETROL S.A. / REFINERIA DE CARTAGENA S.A			No se presenta
18	ELEMENTO LTD			No se presenta

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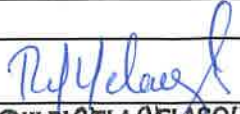
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NOTARIA		Paulbi Vela Velasquez			
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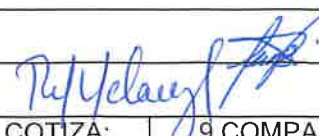
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No.	EMPRESAS INVITADAS	NÚMERO ASIGNADO	HORA DE LLEGADA	OBSERVACIONES
19	EMPRESA PÚBLICA DE HIDROCARBUROS DEL ECUADOR, EP PETROECUADOR			No se presenta
20	ENAP / ENAP REFINERÍAS S.A. / SOCIEDAD INTERNACIONAL PETROLERA S.A.-SIPETROL Colombia			No se presenta
21	ENEOS CORPORATION / SERGIO DEL CASTILLO			No se presenta
22	EXXON MOBIL CORPORATION / EXXON MOBIL REFINING & SUPPLY CORPORATION / EXXON MOBIL SALES AND SUPPLY LLC / EXXON MOBIL ECUADOR CIA. LTDA.		10:35:00	Cotiza por Fax
23	FREEPOINT COMMODITIES LLC		10:16:17	No Cotiza /
24	GEORGE E. WARREN CORPORATION			No se presenta

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Auxiliar		Jenny Bustamante R.			
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No.	EMPRESAS INVITADAS	NÚMERO ASIGNADO	HORA DE LLEGADA	OBSERVACIONES
25	GETTY PETROLEUM			No se presenta
26	GLENCORE LTD / GLENCORE AG			No se presenta
27	HELSINGE INC			No se presenta
28	HENGLI OILCHEM PTE LTD			No se presenta
29	HESS ENERGY TRADING COMPANY LCC-HETCO			No se presenta
30	ITOCHU PETROLEUM CO. PTE. LTD.		10:13:19	No Cotiza /

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Auxiliar		Jenny Bustamante R.			
NOTARIA		Paula Jela Velasquez			
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PAULA JELA VELASQUEZ
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31	KOCH REFINING INTERNATIONAL PTE. LTD.			No se presenta
32	KOLMAR GROUP AG		11:00:00	Cotiza por Fax
33	MACQUARIE BANK LIMITED			No se presenta
34	MACQUARIE COMMODITY TRADING US LLC		10:01:41	No Cotiza ✓
35	MARATHON PETROLEUM CORP / MARATHON PETROLEUM SUPPLY LLC		10:51:00	No Cotiza por Fax <i>card</i> ✓
36	MARUBENI CORPORATION / MIECO INC / PASTERNAK BAUM & CO. INC			No se presenta

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SUB GERENCIA		SEÑORES		FIRMAS	
<i>Auxiliar</i>		<i>Jenny Bustamante R.</i>		<i>[Firma]</i>	
<i>NOTARIA</i>		<i>Paula Vela Velasquez</i>		<i>[Firma]</i>	
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[Firma]
QUIRQUELA VELASQUEZ
Notario Público
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37	MERCURIA PACIFIC. LTD. / MERCURIA ENERGY TRADING S.A.			No se presenta
38	MITSUBISHI INTERNATIONAL CORPORATION			No se presenta
39	MITSUBISHI SHOJI CHEMICAL CORP.- MSC / Dario Alcalá			No se presenta
40	mitsui & co. ENERGY MARKETING AND SERVICES (USA), INC		10:00:04	No Cotiza
41	MOTIVA ENTERPRISES LLC			No se presenta
42	MOTIVA TRADING LLC / MOTIVA			No se presenta

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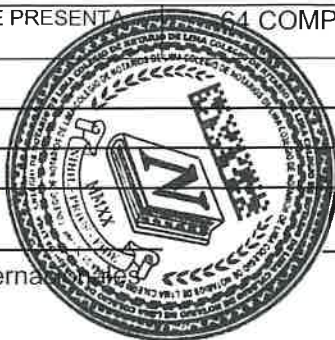
ASISTENTES A LA RECEPCIÓN DE PROPUESTAS

SUB GERENCIA		SEÑORES		FIRMAS	
Auxiliar		Jenny Bustamante R.		[Firma]	
NOTARIA		Paula Vela Velasquez		[Firma]	
COTIZA :	4 COMPAÑIAS	NO SE PRESENTA	64 COMPAÑIAS	NO COTIZA:	9 COMPAÑIAS

COMENTARIOS

ROGER LUY LION
Gerente Dpto. Compras
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Ficha: 59289

Sub Gerente Suministro y Ventas Internacionales



RUIBIA VELA VELASQUEZ
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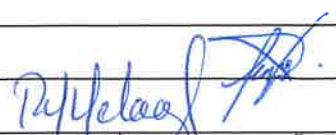
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55	PMI TRADING DAC / Elías Sibaja			No se presenta
56	POSCO INTERNATIONAL CORPORATION			No se presenta
57	REPSOL TRADING S.A. / REPSOL TRADING PERÚ S.A.C			No se presenta
58	RIO ENERGY INTERNATIONAL INC. / RAUL ABELLO			No se presenta
59	SARAS TRADING S.A. / DANILO DRAGONETTI			No se presenta
60	SHELL TRADING (US) COMPANY			No se presenta

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ASISTENTES A LA RECEPCIÓN DE PROPUESTAS

SUB GERENCIA		SEÑORES		FIRMAS	
Auxiliar		Jenny Bustamante R.			
NOTARIA		Raula Vela Velasquez			
COTIZA :	4 COMPAÑIAS	NO SE PRESENTA :	64 COMPAÑIAS	NO COTIZA:	9 COMPAÑIAS

COMENTARIOS

ROGER LAY LION
Gerente Dpto. Compras
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Ficha: 59289

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RAULA VELA VELASQUEZ
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61	SINOCHEM INTERNATIONAL OIL PTE LTD			No se presenta
62	SK ENERGY AMERICAS INC / 21250 HAWTHORNE BLVD SUITE 465			No se presenta
63	SOCAR TRADING		10:23:19	No Cotiza
64	STATOIL ASA / STATOIL MARKETING & TRADING (US) INC.			No se presenta
65	SUCDEN GENEVA S.A.			No se presenta
66	SUPPLIES UNLIMITED ENTERPRISES INC.			No se presenta

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Auxiliar NOTARIA		Jenny Bustamante R. Rulbi Vela Velasquez		Rulbi Vela Velasquez	
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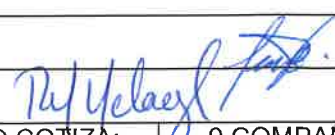
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No.	EMPRESAS INVITADAS	NÚMERO ASIGNADO	HORA DE LLEGADA	OBSERVACIONES
67	TARTAN OIL LLC			No se presenta
68	TAUBER OIL COMPANY			No se presenta
69	TAURUS PETROLEUM LIMITED			No se presenta
70	TESORO REFINING & MARKETING COMPANY LLC / TESORO PANMÁ COMPANY S.A / TESORO REFINING & MARKETING COMPANY LLC.			No se presenta
71	TRAFIGURA PTE. LTD. / TRAFIGURA BEHEER B.V. / TRAFIGURA AG		10:59:00	Cotiza por Fax
72	TRANS-TEC INTERNATIONAL S.R.L.		10:02:59	No Cotiza ✓

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NOTARIA		Nulbi Vela Jelaques			
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43	NOBLE GROUP LIMIED / NOBLE AMERICAS CORP.			No se presenta
44	NOVUM ENERGY TRADING CORP.			No se presenta
45	OCCIDENTAL ENERGY MARKETING INC.			No se presenta
46	PBF HOLDING COMPANY LLC			No se presenta
47	PDVSA PETRÓLEO S.A.			No se presenta
48	PETRACO OIL COMPANY LLP			No se presenta

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NOTARIA		Rulbi Vela Velasquez		[Firma]	
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No.	EMPRESAS INVITADAS	NÚMERO ASIGNADO	HORA DE LLEGADA	OBSERVACIONES
49	PETREDEC LIMITED			No se presenta
50	PETROCHINA INTERNATIONAL (AMERICA), INC. / PETROCHINA AMERICA			No se presenta
51	PETROCHINA INTERNATIONAL CO., LTD			No se presenta
52	PETRO ENERGIA INDUSTRIA E COMERCIO LTDA			No se presenta
53	PETROLEO BRASILEIRO S.A.-PETROBRAS / PETROBRAS GLOBAL TRADING B.V			No se presenta
54	PHILLIPS 66			No se presenta

LAS PROPUESTAS DETALLADAS FUERON RECEPCIONADAS VÍA PORTAL WEB, MAIL y FAX EN PRESENCIA DEL REPRESENTANTE DE LA SUB GERENCIA QUE CONVOCÓ EL CONCURSO, PARTICIPANDO EN CALIDAD DE VEEDOR EL NOTARIO PÚBLICO, SUSCRIBIENDO AMBOS LA PRESENTE ACTA.

ASISTENTES A LA RECEPCIÓN DE PROPUESTAS

SUB GERENCIA		SEÑORES		FIRMAS	
Auxiliar		Jenny Bustamante R			
NOTARIA		Paola Vela Velásquez			
COTIZA :	4 COMPAÑIAS	NO SE PRESENTA :	64 COMPAÑIAS	NO COTIZA:	9 COMPAÑIAS

COMENTARIOS

ROGER LIY LION
Gerente Dpto. Compras
de Hidrocarburos
Ficha: 59289

Sub Gerente Suministro y Ventas Internacionales



PAOLA VELA VELASQUEZ
ABOGADA
NOTARIA DE LIMA

PETROPERU S.A.

ACTA DE RECEPCIÓN DE PROPUESTAS PARA CONCURSO INTERNACIONAL DE PRECIOS CONVOCADOS POR SUB GERENCIA SUMINISTRO Y VENTAS INTERNACIONALES

REF: IMPORTACIÓN DE GASOLINAS DURANTE FEBRERO - ABRIL 2022,

FECHA RECEPCIÓN: 18/01/2022		N° CONCURSO: SSVI-0005-2022 / TENDER-003-2022		
HORA INICIO : 10:00:00		HORA TÉRMINO : 11:00:00		
No.	EMPRESAS INVITADAS	NUMERO ASIGNADO	HORA DE LLEGADA	OBSERVACIONES
73	UCL ENERGY MIDDLE EAST DMCC		10:01:46	No Cotiza
74	UNIPEC ASIA COMPANY LIMITED			No se presenta
75	VALERO MARKETING & SUPPLY CO.		10:14:38	Cotiza
76	MILMA OIL S.L. LAS ROZAS DE MADRID, ZUG BRANCH			No se presenta
77	WESTPORT PETROLEUM LLC			No se presenta

LAS PROPUESTAS DETALLADAS FUERON RECEPCIONADAS VÍA PORTAL WEB, MAIL y FAX EN PRESENCIA DEL REPRESENTANTE DE LA SUB GERENCIA QUE CONVOCÓ EL CONCURSO, PARTICIPANDO EN CALIDAD DE VEEDOR EL NOTARIO PÚBLICO, SUSCRIBIENDO AMBOS LA PRESENTE ACTA.

ASISTENTES A LA RECEPCIÓN DE PROPUESTAS

SUB GERENCIA		SEÑORES		FIRMAS	
NOTARIA		Rubén Vela Velasquez		R. Vela Velasquez	
COTIZA :	4 COMPAÑIAS	NO SE PRESENTA :	64 COMPAÑIAS	NO COTIZA:	9 COMPAÑIAS

COMENTARIOS

ROGER LIY LION
Gerente Dpto. Compras
de Hidrocarburos
Fecha: 59289

Sub Gerente Suministro y Ventas Internacionales



RUBÉN VELA VELASQUEZ
ABOGADA
NOTARIA DE LIMA

PETROPERU S.A.
 REPORTE DE DISCULPAS

DOCUMENTO VISADO
 ACTO PUBLICO
 RULBI VELA VELASQUEZ
 ABOGADA - NOTARIA DE LIMA

FECHA RECEPCIÓN:	18/01/2022	N° CONCURSO: SSVI- 0005-2022	TENDER- 003-2022
HORA INICIO:	10:00:00	HORA FIN:	11:00:00

Participante	Fecha	Comentario
MITSUI & CO. ENERGY MARKETING AND SERVICES (USA), INC	18/01/2022 10:00:04	SIRS, WE REGRET WE ARE UNABLE TO MAKE AN OFFER DUE TO LACK OF GASOLINES AVAILABLE FOR EXPORT. WE LOOK FORWARD TO BID IN YOUR FUTURE TENDERS. BEST REGARDS,
MACQUARIE COMMODITY TRADING US LLC	18/01/2022 10:01:41	DEAR SIR/MADAM, WE REGRET THAT AT THIS TIME WE ARE UNABLE TO MAKE A COMPETITIVE OFFER/BID. WE HOPE WE WILL BE ABLE TO OFFER/BID AT YOUR NEXT TENDER AND WE LOOK FORWARD TO YOUR FUTURE REQUIREMENTS. BEST REGARDS
UCL ENERGY MIDDLE EAST DMCC	18/01/2022 10:01:46	DEAR SIR/MADAM, WE REGRET THAT AT THIS TIME WE ARE UNABLE TO MAKE A COMPETITIVE OFFER/BID. WE HOPE WE WILL BE ABLE TO OFFER/BID AT YOUR NEXT TENDER AND WE LOOK FORWARD TO YOUR FUTURE REQUIREMENTS. BEST REGARDS
TRANS-TEC INTERNATIONAL S.R.L.	18/01/2022 10:02:59	DEAR SIR/MADAM, WE REGRET THAT AT THIS TIME WE ARE UNABLE TO MAKE A COMPETITIVE OFFER/BID. WE HOPE WE WILL BE ABLE TO OFFER/BID AT YOUR NEXT TENDER AND WE LOOK FORWARD TO YOUR FUTURE REQUIREMENTS. BEST REGARDS

FECHA RECEPCIÓN:	18/01/2022	N° CONCURSO: SSVI- 0005-2022	TENDER- 003-2022
HORA INICIO:	10:00:00	HORA FIN:	11:00:00

DOCUMENTO VISADO
ACTO PÚBLICO
RULBI VELA VELASQUEZ
ABOGADA - NOTARIA DE LIMA

Participante	Fecha	Comentario
CHEVRON PRODUCTS COMPANY (A DIVISION OF CHEVRON U.S.A. INC.)	18/01/2022 10:08:55	<p>DEAR SIR/MADAM, WE REGRET THAT AT THIS TIME WE ARE UNABLE TO MAKE A COMPETITIVE OFFER/BID.</p> <p>WE HOPE WE WILL BE ABLE TO OFFER/BID AT YOUR NEXT TENDER AND WE LOOK FORWARD TO YOUR FUTURE REQUIREMENTS.</p> <p>BEST REGARDS</p>
ITOCHU PETROLEUM CO. PTE. LTD.	18/01/2022 10:13:19	<p>DEAR SIR/MADAM, WE REGRET THAT AT THIS TIME WE ARE UNABLE TO MAKE A COMPETITIVE OFFER/BID.</p> <p>WE HOPE WE WILL BE ABLE TO OFFER/BID AT YOUR NEXT TENDER AND WE LOOK FORWARD TO YOUR FUTURE REQUIREMENTS.</p> <p>BEST REGARDS EDUARDO MORIOKA</p>
FREEPOINT COMMODITIES LLC	18/01/2022 10:16:17	<p>DEAR SIR/MADAM, WE REGRET THAT AT THIS TIME WE ARE UNABLE TO MAKE A COMPETITIVE OFFER/BID.</p> <p>WE HOPE WE WILL BE ABLE TO OFFER/BID AT YOUR NEXT TENDER AND WE LOOK FORWARD TO YOUR FUTURE REQUIREMENTS.</p> <p>BEST REGARDS FREEPOINT COMMODITIES LLC</p>
SOCAR TRADING	18/01/2022 10:23:19	<p>DEAR SIR/MADAM, WE REGRET THAT AT THIS TIME WE ARE UNABLE TO MAKE A COMPETITIVE OFFER/BID.</p> <p>WE HOPE WE WILL BE ABLE TO OFFER/BID AT YOUR NEXT TENDER AND WE LOOK FORWARD TO YOUR FUTURE REQUIREMENTS.</p> <p>BEST REGARDS</p>

FECHA RECEPCIÓN:	18/01/2022	N° CONCURSO: SSVI- 0005-2022	TENDER- 003-2022
HORA INICIO:	10:00:00	HORA FIN:	11:00:00

DOCUMENTO VISADO
 ACTO PÚBLICO
RULBI VELA VELASQUEZ
 ABOGADA - NOTARIA DE LIMA

Participante	Fecha	Comentario
MARATHON PETROLEUM CORP	18/01/2022 10:51:00	Se disculpa por FAX.

Tender 003-2022 / Trafigura offers

Juan Martin Yanson <Juan.Yanson@trafigura.com>

Mar 18/01/2022 10:59

Para: Tenders Petroperu <tenderspetroperu@petroperu.com.pe>

1 archivos adjuntos (231 KB)

Tender 003-2022.pdf;

Estimados

Por favor encontrar adjuntas las ofertas para el tender003-2022 de Gasolina

Slds

Juan Martin Yanson

Trader

Direct: +598 2518 8100 Ext 34122

Mobile: +598 97 350 151

E-mail: juan.yanson@trafigura.com

ICE: jmyanson

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DOCUMENTO VISADO
ACTO PUBLICO
RULBI VELA VELASQUEZ
ABOGADA - NOTARIA DE LIMA



To: PetroPeru

Attn: Ramon Pinedo Ramirez

Date: 18th January 2022

Ref: Your tender invitation 003-2022 – Dated January 11th, 2022

Dear Sirs,

We are pleased to present you the following offers

Cargo	Delivery Window	Differentials (usd/bbl) - Payment 30 days after NOR		Cost for an Additional port usd/bbl	Cost for 2 additional ports usd/bbl	
		DAP Mollendo				
		GASOLINE RON90	GASOLINE RON 84	Talara	Conchan/ Talara	Callao/ Talara
1	February 24/28, 2022	1.79	-0.74	\$ 0.64	\$ 0.73	\$ 0.75

		Differentials (usd/bbl) - Payment 30 days after NOR		Cost for an Additional port usd/bbl
		DAP Conchan		
Cargo	Delivery Window	Cracked Naphtha (RON92)	HOGBS (RON 97.5)	Talara
2	February 25/ March 1, 2022	3.05	3.99	\$ 0.31
3	March 1 /30, 2022	3.05	3.99	\$ 0.31
4	March 15/ April 13, 2022	3.05	3.99	\$ 0.31

Cost for 2nd Port Entry = 0.17 usd/bbl

DAYS	USD/ MT
30 to 60	\$ 0.47

TRAFIGURA PTE. LTD.

REGISTERED OFFICE: 1 MARINA BOULEVARD, #28-00, ONE MARINA BOULEVARD, SINGAPORE (018989)
WWW.TRAFIGURA.COM

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S

30 to 90	\$ 0.94
30 to 120	\$ 1.41
30 to 150	\$ 1.88
30 to 180	\$ 2.34

Discount for early notification	
DAYS	USD/BBL
50	None
60	None

For ALL OPTIONS:

Payment Conditions: 1 cargo basis Open Acct for 30 days credit. 1 cargo basis SBLC

Other terms and Conditions: As per your above-mentioned tender invitation and Incoterms latest edition.



Best Regards
Juan Martin Yanson

TRAFIGURA PTE. LTD.

REGISTERED OFFICE: 1 MARINA BOULEVARD, #28-00, ONE MARINA BOULEVARD, SINGAPORE (018989)
WWW.TRAFIGURA.COM

DOCUMENTO VISADO
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RULBI VELA VELASQUEZ
ABOGADA - NOTARIA DE LIMA

KOLMAR GRPOUP AG OFFER_TENDER_003-2022

Mark Streater / Kolmar Americas <M.Streater@kolmar-americas.com>

Mar 18/01/2022 11:00

Para: Tenders Petroperu <tenderspetroperu@petroperu.com.pe>

CC: OilProducts / Kolmar Group AG <OilProducts@kolmargroup.com>

1 archivos adjuntos (278 KB)

KOLMAR GRPOUP AG OFFER_TENDER_003-2022.docx;

No suele recibir correo electrónico de m.streater@kolmar-americas.com. Por qué esto es importante

Dear Sirs, Madams

Please find Kolmar's offer for a/m tender.

Validity per tender document.

Rgds

Mark Streater

For and on behalf of Kolmar Group AG,

Please be advised that all e-mail correspondence you receive from Kolmar is furnished with a 'Digital Signature Certificate'. This security feature complies with the latest industry standards and will give you the assurance that the mail is indeed sent by an employee of Kolmar Group AG or an affiliate. In the event you receive an e-mail without said certificate we strongly advise you to contact your counterpart within Kolmar for additional verification before reacting to it. We trust that you appreciate this additional security measure and would like to thank you again for your ongoing trust and confidence in Kolmar. Yours sincerely, Director Regulatory Compliance

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DOCUMENTO VISADO
ACTO PUBLICO
RULBI VELA VELASQUEZ
ABOGADA - NOTARIA DE LIMA

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GDCH-JCEH-0005-2022
TENDER-003-2022
JANUARY 11TH, 2022

PETROPERU S.A. IS PLEASED TO INVITE YOUR COMPANY TO BID FOR OUR FOLLOWING **DAP PURCHASE**:

1. **PRODUCTS:**

- HIGH OCTANE GASOLINE BLEND STOCK (RON 97.5)
- CRACKED NAPHTHA (RON 92)
- GASOLINE RON 90
- GASOLINE RON 84

QUALITY AS PER ITEM 8.

2. **QUANTITY, DISPORTS AND DELIVERY DATES:**

KOLMAR OFFERS ONE OF THE TWO THE FOLLOWING CARGOES (BUT NOT BOTH), TO BE DECLARED BY PETROPERU UPON AWARD OF EITHER CARGO:

CARGO N°	DELIVERY WINDOW	VOLUME KB (+/-5%)		DELIVERY PORTS
		GASOLINE RON 90	GASOLINE RON 84	
1	FEBRUARY 24 TH / 26 TH , 2022	200	120	MOLLENDU/TALARA OR MOLLENDU/CONCHAN/TALARA OR MOLLENDU/CALLAO/TALARA

CARGO N°	DELIVERY WINDOW	VOLUME KB (+/-5%)		DELIVERY PORTS
		CRACKED NAPHTHA (RON 92)	HOGBS (RON 97.5)	
2	FEBRUARY 25 TH / MARCH 01 ST , 2022	250	70	CONCHAN OR CONCHAN/TALARA

NOTES:

- PETROPERU S.A. WILL NOTIFY AT LEAST FORTY (40) CALENDAR DAYS PRIOR TO THE FIRST LAYCAN DAY THE CORRESPONDING 5-DAYS DELIVERY WINDOW, WHICH IT WILL BE NARROWED TO A 3-DAYS WINDOW BY SELLER AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST LAYCAN DAY.
- THE VOLUME WILL BE CONFIRMED **BY KOLMAR** WITH THE WINDOW NOMINATION, THE TOTAL VOLUME OF **EACH CARGO WILL BE 320 KB +/- 5%.**
- PETROPERU S.A. WILL NOTIFY THE GEOGRAPHICAL ROTATION (PORT(S)) SEVEN (07) DAYS BEFORE THE FIRST DAY OF THE CORRESPONDING 5-DAY DELIVERY WINDOW. IN CASE THE DISCHARGE BE IN TWO PORTS: IMMEDIATELY AFTER FINISHING THE DISCHARGE AT THE FIRST PORT, SHIP SHALL SAIL TO THE SECOND PORT. IN CASE THE DISCHARGE BE IN THREE PORTS: IMMEDIATELY AFTER FINISHING THE DISCHARGE AT THE SECOND PORT, SHIP SHALL SAIL TO THE THIRD PORT. **IF PETROPERU CHOOSES A GEOGRAPHIC ROTATION THAT IS NOT NORTH TO SOUTH, THEN ALL ADDITIONAL COSTS UNDER KOLMAR'S CHARTERPARTY SHALL BE PAID BY PETROPERU WITH THE PROUDCT INVOICE.**
- PETROPERU COULD ADVANCE OR DELAY THE DELIVERY WINDOWS AND CHANGE PORTS DESTINATION, BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.
- IF NEEDED, PETROPERU CAN REQUEST A DELAY IN WINDOW, IF BIDDER IS NOTIFIED 50 DAYS PRIOR TO THE FIRST WINDOW DAY OF THE CORRESPONDING 5-DAY DELIVERY WINDOW BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.

3. **PENALTIES:**

IN CASES OF UNJUSTIFIED DELAYS OF THE VESSEL CARRYING THE CARGO, WHICH ARE THE RESULT OF CAUSES IMPUTABLE TO THE SELLER, AND NOT QUALIFIED AS FORCE MAJEURE, PETROPERU S.A. WILL INVOICE THE SELLER FOR THE EQUIVALENT 0.2% OF THE AMOUNT OF THE CARGO IN AMERICAN DOLLARS PER DAY OR PRO RATA FOR ANY PART OF A OF DELAY UP TO 6% MAXIMUM. FOR PENALTY CALCULATION PURPOSES, THE TIME OF THE VESSEL ARRIVAL (NOR) WILL BE ROUNDED TO THE NEXT CLOSEST HOUR, I.E: **IF THE VESSEL ARRIVES AT 10:42 HRS IT WILL BE CONSIDERED AS 11:00 HRS.**

PENALTY DAILY CALCULATION SHALL START AS FROM 00:00 HOURS OF THE DAY FOLLOWING THE LAST DAY OF THE CONTRACTUAL LAYCAN UP TO THE ARRIVAL OF THE VESSEL AT THE FIRST DISCHARGE PORT AND ISSUANCE OF NOTICE OF READINESS (NOR). PAYMENT OF THIS PENALTY DOES NOT EXCLUDE THE COMPENSATION CORRESPONDING IN FAVOR OF PETROPERU S.A. DUE TO DAMAGES, INCLUDING LOSS OF PROFIT, **DIRECT DAMAGES AND LOSSES OR ANY OTHER TYPE OF DAMAGE, OPERATING COSTS OR ANY OTHER CONCEPT BECAUSE OF THE DELAY.** IT DOES NOT EXCLUDE EITHER THE RESPONSIBILITIES ARISING FROM APPLICATION OF COMPENSATION OR PENALTY CLAUSES ESTABLISHED FOR EACH OPERATION IN PARTICULAR. **ALL SUCH COSTS, DAMAGES AND LOSSES MUST BE SUPPORTED BY FULL DOCUMENTATION FROM PETROPERU TO KOLMAR.**

THE SELLER ACCORDING TO THE INVOICE ISSUED BY PETROPERU S.A. WILL PAY PENALTY FOR BREACH **AFTER RECEIPT OF FULL DOCUMENTATION SUPPORTING SUCH CLAIM.**

REGARDING THE SECOND PARAGRAPH FROM CLAUSE N° 03: DURING THE FIRST 05 DAYS OF THE LATE

ARRIVAL, PETROPERU S.A. DOESN'T APPLY THE FOLLOWING CONDITION: "THE COMPENSATION CORRESPONDING IN FAVOR OF PETROPERU S.A. DUE TO DAMAGES, INCLUDING LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, LOSSES OR ANY OTHER TYPE OF DAMAGE, OPERATING COSTS OR ANY OTHER CONCEPT BECAUSE OF THE DELAY".

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4. **ORIGIN:**

Open origin, intention European Union.

5. **PRICE & PRICING PERIOD:**

> **PRICE FORMULA:**

BIDDER MUST OFFER THE PRICE FOR EACH CARGO IN ITS OFFER FOR ALTERNATIVE I AND/OR II AND/OR III.

✓ **GASOLINE RON 84, GASOLINE RON 90 AND CRACKED NAPHTHA (RON 92)**

PRICE	=	ARGUS GASOLINE 87 PL	-	ARGUS RVO	+	ARGUS-FREIGHT DIVIDED BY 310 KB	+/-	A FIXED AMOUNT OF US DOLLARS PER BARREL
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✓ **HOGBS (RON 97.5)**

PRICE	=	ARGUS GASOLINE 93 PL	-	ARGUS RVO	+	ARGUS-FREIGHT DIVIDED BY 310 KB	+/-	A FIXED AMOUNT OF US DOLLARS PER BARREL
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ARGUS GASOLINE 87 PL: ARGUS MEAN GASOLINE 87 CONV COLONIAL M PIPELINE LOWEST RVP NOT 7.8 OR 7.0 (DATA CODE: PA0013296) CONVERTED INTO US DOLLARS

ARGUS GASOLINE 93 PL: ARGUS MEAN GASOLINE 93 CONV COLONIAL V PIPELINE LOWEST RVP NOT 7.8 OR 7.0 (PA CODE: PA0013297) CONVERTED INTO US DOLLARS

ARGUS RVO: ARGUS-RENEWABLE VOLUME OBLIGATION (RVO) (PA CODE: PA0012358) CONVERTED INTO US DOLLARS

ARGUS-FREIGHT: ARGUS-FREIGHT-CLEAN USGC-PERU 38-KT (PA CODE: PA0017651) CONVERTED INTO US DOLLARS

CARGO 1:

RON 84: Argus Gasoline 87 PL - 2.96 USD/bbl (minus TWO point NINE SIX US Dollars per barrel)

RON 90: Argus Gasoline 87 PL - 0.11 USD/bbl (minus ZERO point ONE ONE US Dollars per barrel)

CARGO 2:

HOGBS RON 97.5: Argus Gasoline 93 PL + 0.63 USD/bbl (plus ZERO point SIX THREE US Dollars per barrel)

CRACKED NAPHTHA RON 92: Argus Gasoline 87 PL + 1.16 USD/bbl (plus ONE point ONE SIX US Dollars per barrel)

> **PRICING PERIOD:**

ALTERNATIVE 1: THIS IS NOT BEING OFFERED BY KOLMAR.

ALTERNATIVE 2:

PRICING DATES WILL BE DETERMINED UPON THE AVERAGE OF THE FIRST OR SECOND HALF OF THE MONTH ("M" OR "M+1") AS PUBLISHED BY ARGUS + CONVERTED INTO US DOLLARS.

IF THE LAST DAY OF FIVE DAYS- DELIVERY WINDOW IS BETWEEN:	PRICING PERIOD
1ST TO 15 TH OF MONTH "M"	SECOND HALF OF MONTH "M" (FROM THE 16TH TO END OF MONTH "M")
16TH TO END OF MONTH "M"	FIRST HALF OF MONTH "M+1" (FROM THE 01TH TO 15TH OF MONTH "M+1")

EXAMPLES:

- DELIVERY WINDOW: FEBRUARY 12TH – 16TH, 2022 – CONSIDER THE AVERAGE OF THE FIRST HALF OF MARCH 2022.
- DELIVERY WINDOW: FEBRUARY 27TH/ MARCH 01ST, 2022 – CONSIDER THE AVERAGE OF THE SECOND HALF OF MARCH 2022.
- DELIVERY WINDOW: MARCH 01ST/ 05TH, 2022 – CONSIDER THE AVERAGE OF THE SECOND HALF OF MARCH 2022.
- DELIVERY WINDOW: MARCH 26TH – 30TH, 2022 – CONSIDER THE AVERAGE OF THE FIRST HALF OF APRIL 2022.

ALTERNATIVE 3: DEEM PRICE – KOLMAR AND PETROPERU MAY AGREE TO FIXED DATES FOR DEEMED PRICING BY MUTUAL AGREEMENT ONLY AFTER VESSEL HAS LOADED AT LOAD PORT.

6. PAYMENT TERMS:

PAYMENT TERMS TO BE CONSIDERED FOR THIS TENDER WILL BE OPTIONS "B".

OPTION "A"

IN U.S. DOLLARS BY TELEGRAPHIC TRANSFER AT 30, 60, 90, 120, 150 AND 180 DAYS AFTER NOR DATE OF THE CARGO OR ANY OTHER TERM, FREE OF INTERESTS, GUARANTEED BY IRREVOCABLE AND CONFIRMED DOCUMENTARY LETTER OF CREDIT TO BE OPENED AND CONFIRMED BEFORE DISCHARGE THE CARGO, IN THE USUAL PETROPERU S.A. FORMAT. IF THE DUE DATE FALLS ON A FRIDAY OR A SATURDAY OR A SUNDAY OR A MONDAY OR A TUESDAY OR A WEDNESDAY, PAYMENT SHALL BE MADE ON THE NEXT THURSDAY.

THE LETTER OF CREDIT MAY BE OPENED BY A BANK DESIGNATED BY PETROPERU S.A. AND CONFIRMED BY A FIRST-CLASS BANK DESIGNATED BY THE OPENING BANK. IT MAY BE OPENED AND ALSO CONFIRMED BY A FIRST-CLASS BANK DESIGNATED BY PETROPERU S.A.

IN ANY CASE, THE BENEFICIARY MAY HAVE THE OPTION, AT ITS COST, TO REQUEST PETROPERU S.A. THAT THE CONFIRMED LETTER OF CREDIT BE ADDITIONALLY ADVISED BY A PARTICULAR BANK.

PETROPERU S.A. WORKS WITH THE FOLLOWING BANKS:

1. DEUTSCHE BANK, 2. SUMITOMO BANKING, 3. BLADEX, 4. BNP PARIBAS, 5. NATIXIS, 6. ITAU BBA S.A., 7. JP MORGAN CHASE, 8. CAF, 9. CITIBANK, 10. BANCO SANTANDER, 11. ITAU BBA S.A.

OPTION "B": SUBJECT TO A PAYMENT UNDERTAKING ISSUED BY PETROPERU TO KOLMAR'S FINANCING BANK.

IN U.S. DOLLARS BY TELEGRAPHIC TRANSFER AT 30, 60, 90, 120, 150 AND 180 DAYS AFTER NOR DATE OF THE CARGO OR ANY OTHER TERM, FREE OF INTERESTS, IN AN OPEN LINE CREDIT BASIS. THE BIDDER MUST EXPLICITLY DECLARE THE OPTION OF PAYMENT EITHER BY LETTER OF CREDIT OR OPEN LINE. IF THE DUE DATE FALLS ON A FRIDAY OR A SATURDAY OR A SUNDAY OR A MONDAY OR A TUESDAY OR A WEDNESDAY, PAYMENT SHALL BE MADE ON THE NEXT THURSDAY.

WHETHER THE CARGO ARRIVES BEFORE THE CONTRACTUAL WINDOW, PETROPERU S.A. WILL CONSIDER AS THE NOR DATE (FOR PAYMENT PURPOSE) THE FIRST DAY OF THE CONTRACTUAL WINDOW. OTHERWISE, PETROPERU S.A. WILL CONSIDER THE NOR.

IMPORTANT NOTE: THE BIDDER COULD OFFER A DIFFERENTIAL FOR EACH PERIOD OF PAYMENT AT 30, 60, 90, 120, 150 AND 180 DAYS (FORMAT IN ITEM 15). IT IS NOT MANDATORY TO QUOTE ALL PAYMENT PERIODS. THIS COULD BE DISCUSSED AFTER ANY AWARD OF A CARGO TO KOLMAR AND MUTUALLY AGREED.

PETROPERU S.A. WILL INCORPORATE IN THE EVALUATION A COST OF AVAILABILITY OF CASH FLOW FOR THE DIFFERENT PAYMENT PERIODS.

BY THE TERMS ESTABLISH IN THE AWARD, PETROPERU S.A. AND THE SELLER COULD AGREE TO EXTENT PAYMENT TERMS FOR "X" DAYS. IN THIS REGARD, PETROPERU S.A. SHALL PAY INTEREST TO THE SELLER AT THE RATE OF [...] % PER YEAR FROM INITIAL DATE [...] (TO COUNT AS DAY ZERO (0) UNTIL THE DAY PAYMENT IS RECEIVED INTO SELLER'S ACCOUNT (MATURITY DATE), CALCULATED ON THE BASIS OF A 360 DAYS PER YEAR, PRO RATA TEMPORIS, ON THE CARGO VALUE [USD ...].

INTEREST PAYMENT SHALL BE REVEALED ON A DESAGGREGATE BASIS WITH REGARD THE CARGOES VALUE IN THE FINAL INVOICE.

7. DOCUMENTATION REQUIREMENTS:

FOR DAP PURCHASES, THE SUPPLIER MUST SUBMIT TO PETROPERU S.A. THE ORIGINAL DOCUMENTS LISTED BELOW (ACCORDING TO THE DOCUMENTATION INSTRUCTIONS FROM PETROPERU S.A.), WITHIN TEN (10) CALENDAR DAYS AS FROM THE TIME DISCHARGE IS FINISHED.

- COMMERCIAL INVOICE OR E-COMMERCIAL INVOICE
- 3/3 BILLS OF LADING
- CARGO MANIFEST
- CERTIFICATE OF ORIGIN

IMPORTANT NOTES

- PRESENTATION OF PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING (ORIGIN) ARE ACCEPTABLE ONLY FOR DISCHARGE THE PRODUCT. THE SELLER'S COMMERCIAL INVOICE OR ELECTRONIC SIGNED INVOICE DULY ISSUED TO PETROPERU S.A., SHOWING FULL PRICE CALCULATION, NET BARRELS AND PAYMENT INSTRUCTIONS. A PROVISIONAL INVOICE MAY BE ISSUED IF THE DEEMED PRICING PERIOD HAS NOT BEEN COMPLETED BY THE TIME BUYER NEEDS TO PRESENT VESSEL TO CUSTOMS.
- IF THE PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING ARE NOT PRESENTED IN DUE TIME, PETROPERU S.A. MAY ONLY AUTHORIZE THE DISCHARGE OF HYDROCARBONS UNDER RESPONSIBILITY OF THE SELLER, GUARANTEED BY A LETTER OF INDEMNITY (LOI) IN PETROPERU S.A. FORMAT. THE SELLER SHALL BE RESPONSIBLE FOR ALL INHERENT COSTS AND RISKS GENERATED BY THE CUSTOMS AUTHORITIES OR THIRD COMPANIES.
- THE B/L, PROVISIONAL COMMERCIAL INVOICE OR E-COMMERCIAL INVOICE, CERTIFICATE OF QUALITY, CERTIFICATE OF ORIGIN AND OTHERS MUST BE SEND TO PETROPERU S.A. FIVE (05) WORKING DAYS BEFORE THE VESSEL ARRIVAL TO THE FIRST PORT.
- THE FINAL COMMERCIAL INVOICE MUST BE SUBMITTED ONCE THE PRICE OF THE CARGO IS ESTABLISHED.



8. QUALITY:

• **HOGBS (RON 97.5)**

TESTS	SPECIFICATIONS		TEST METHOD	
	Min	Max	ASTM	OTHER
APPEARANCE				
Color	Light yellow (a)			Visual
VOLATILITY				
API Gravity @ 60°F	Report		D-1298, D-4052	IP-160, IP-365
Distillation, @ 760 mm Hg, °C			D-86	IP-123, ISO 3405
Initial boiling point	Report			
5 %V rec	Report			
10 %V rec	70			
20 %V rec				
50 %V rec	77	118		
90 %V rec	190			
95 %V rec	Report			
Final boiling point	221			
Residue, %V	2.0			
Temperature, Vapor/Liquid = 20, °C	56		D-5188, D-4814	
Vapor pressure, KPa (psi)	69 (10)		D-323, D-4953, D-5191, D-5482, D-6378	IP-69, IP 394, ISO 3007
CORROSIVITY				
Copper strip corrosion, 3h, 50°C, N°	1		D-130	IP-154, ISO 2160
Total sulfur PPM Wt	30		D-2622, D-3120, D-5453, D6920, D-7039, D-7220	IP-336, IP-107, ISO 8754
ANTIKNOCK				
Research Octane Number	97.5		D-2699	
OXIDATION STABILITY				
Induction period, minutes	240		D-525	IP-40, ISO 7536
COMPOSITION				
Aromatics, % Vol.	50		D-1319, D-5580, D-6839	IP-156, ISO 3837
Olefines, % Vol.	25		D-1319, D-5134, D-6839	IP-156, ISO 3837
Benzene, % Vol.	2		D-3606, D-4053, D-5580, D6839	IP-425, IP-429
Oxygen, % Masa	Not allowed (b)		D-4815, D-5845, D6839, D-5599	IP-408
CONTAMINANTS				
Washed gum, mg/100mL	5.0		D-381	IP-131, ISO 6246
Lead, g/L	0.013		D-3237, D-5059	IP-428
Manganese, mg/L (b)	0.25		D-3831	
Aniline	Not allowed (b)		D-6730	
NOTES:				
(a) No dye. Natural color.				
(b) It must not include any type of oxygenated compound or additive, alcohol, MTBE or TAME. It must not include manganese-based additives, the maximum limit indicated refers to the detection limit of the test method. It must not include anillne.				
In addition, the use of additives containing Ferrocene, Phosphorus, Si, Cu, Na, or Zn is not allowed.				



• CRACKED NAPHTHA (RON 92)

TESTS	SPECIFICATIONS		TEST METHOD	
	Min	Max	ASTM	OTHER
APPEARANCE				
Color	Light yellow (a)			Visual
VOLATILITY				
API Gravity @ 60°F	Report		D-1298, D-4052	IP-160, IP-365
Distillation, @ 760 mm Hg, °C			D-86	IP-123, ISO 3405
Initial boiling point	Report			
5 %V rec	Report			
10 %V rec	65			
20 %V rec				
50 %V rec	77	118		
90 %V rec	190			
95 %V rec				
Final boiling point	221			
Residue, %V	2.0			
Temperature, Vapor/Liquid = 20, °C	56		D-5188, D-4814	
Vapor pressure, KPa (psi)	69 (10)		D-323, D-4953, D-5191, D-5482, D-6378	IP-69, IP 394, ISO 3007
CORROSIVITY				
Copper strip corrosion, 3h, 50°C, N°	1		D-130	IP-154, ISO 2160
Total sulfur ppm wt	40		D-2622, D-3120, D-5453, D-7039, D-7220	IP-336, IP-107, ISO 8754
ANTIKNOCK				
Research Octane Number	92.0		D-2699	
OXIDATION STABILITY				
Induction period, minutes	240		D-525	IP-40, ISO 7536
COMPOSITION				
Aromatics, % Vol.	40		D-1319, D-5580, D-6839	IP-156, ISO 3837
Olefines, % Vol.	35		D-1319, D-5134, D-6839	IP-156, ISO 3837
Benzene, % Vol.	2		D-3606, D-4053, D-5580, D-6839	IP-425, IP-429
Oxygen, % Masa	Not allowed (b)		D-4815, D-5845, D-6839, D-5599	IP-408
CONTAMINANTS				
Washed gum, mg/100mL	5.0		D-381	IP-131, ISO 6246
Lead, g/L	0.013		D-3237, D-5059	IP-428
Manganese, mg/L (b)	0.25		D-3831	
Aniline	Not allowed (b)			
NOTES:				
(a) No dye. Natural color.				
(b) It must not include any type of oxygenated compound or additive, alcohol, MTBE or TAME. It must not include manganese-based additives, the maximum limit indicated refers to the detection limit of the test method. It must not include aniline.				
In addition, the use of additives containing Ferrocene, Phosphorus, Si, Cu, Na, or Zn is not allowed.				



• **GASOLINE RON 90**

TESTS	SPECIFICATIONS		TEST METHOD	
	Min	Max	ASTM	OTHER
APPEARANCE	Transparent			Visual
Color	(a)			Visual
VOLATILITY				
API Gravity @ 60°F	Report		D-1298, D-4052	
Distillation, @ 760 mm Hg, °C			D-86	ISO-3405
Initial boiling point	Report			
5 %V rec	Report			
10 %V rec	70			
20 %V rec	Report			
50 %V rec	140			
90 %V rec	200			
95 %V rec	Report			
Final boiling point	221			
Recovered, %V	96.0			
Residue, %V		2.0		
Loss, %V	Report			
Temperature Vapor/Liquid = 20, °C	56		D-5188, D-4814	
Vapor pressure, KPa (psi)		69 (10)	D-323,D-4953,D-5191, D-5482, D-6378	ISO 3007 UNE-EN 13016-1
CORROSIVITY				
Copper strip corrosion, 3h, 50°C, N°	1		D-130	ISO 2160
Total sulfur, mass %	0.044		D2622, D4294, D5453	ISO-8754
ANTIKNOCK				
Research Octane Number	90.2		D-2699	ISO 5164
COMPOSITION				
Aromatics, % Vol.	Report		D-1319, D-5580, D-6839	ISO 22854, UNE-EN
Olefines, % Vol.	Report		D-1319, D-5134, D-6839	ISO 22854, UNE-EN
Benzene, % Vol.	Report		D-3606, D-4053, D-5580, D-6839	ISO 22854, UNE-EN 238 UNE-EN 12177
Oxygen, % Masa	Not allowed (b)		D-4815, D-5845, D6839, D-5599	ISO 22854, UNE-EN 1601 UNE-EN 13132
OXIDATION STABILITY				
Induction period, minutes	240		D-525	ISO 7536
CONTAMINANTS				
Washed gum, mg/100mL	5.0		D-381	ISO 6246
Lead, g/L	0.013		D-3237, D-5059	
Manganese, mg/L (b)	0.25		D-3831	
Aniline	Not allowed (b)			
NOTES:				
(a) It must not contain any dye.				
(b) It must not include any type of oxygenated compound or additive, alcohol, MTBE or TAME. It must not include manganese-based additives, the maximum limit indicated refers to the detection limit of the test method. It must not include aniline.				
In addition, the use of additives containing Ferrocene, Phosphorus, Si, Cu, Na, or Zn is not allowed.				



• **GASOLINE RON 84**

TESTS	SPECIFICATIONS		TEST METHOD	
	Min	Max	ASTM	OTHER
APPEARANCE	Transparent			Visual
Color comercial	(a)			Visual
VOLATILITY				
API Gravity @ 60°F	Report		D-1298, D-4052	
Distillation, @ 760 mm Hg, °C			D-86	ISO-3405
Initial boiling point	Report			
5 %V rec	Report			
10 %V rec	70			
20 %V rec	Report			
50 %V rec	140			
90 %V rec	200			
95 %V rec	Report			
Final boiling point	221			
Recovered, %V	96.0			
Residue, %V	2.0			
Loss, %V	Report			
Temperature Vapor/Liquid = 20, °C	56		D-5188, D-4814	
Vapor pressure, KPa (psi)	69 (10)		D-323, D-4953, D-5191, D-5482, D-6378	ISO 3007 UNE-EN 13016-1
CORROSIVITY				
Copper strip corrosion, 3h, 50°C, N°	1		D-130	ISO 2160
Total Sulfur, mass %	0.1		D-2622, D-4294, D-5453	ISO-8754
ANTIKNOCK				
Research Octane Number	84.2		D-2699	ISO 5164
COMPOSITION				
Aromatics, % Vol.	Report		D-1319, D-5580, D-6839	ISO 22854, UNE-EN
Olefines, % Vol.	Report		D-1319, D-5134, D-6839	ISO 22854, UNE-EN
Benzene, % Vol.	Report		D-3606, D-4053, D-5580, D-6839	ISO 22854, UNE-EN 238 UNE-EN 12177
Oxygen, % Masa	Not allowed (b)		D-4815, D-5845, D-6839, D-5599	ISO 22854, UNE-EN 1601 UNE-EN 13132
OXIDATION STABILITY				
Induction period, minutes	240		D-525	ISO 7536
CONTAMINANTS				
Washed gum, mg/100mL	5.0		D-381	ISO 6246
Lead, g/L	0.013		D-3237, D-5059	
Manganese, mg/L (b)	0.25		D-3831	
Aniline	Not allowed (b)			
NOTES:				
(a) It must not contain any dye.				
(b) It must not include any type of oxygenated compound or additive, alcohol, MTBE or TAME. It must not include manganese-based additives, the maximum limit indicated refers to the detection limit of the test method. It must not include aniline.				
In addition, the use of additives containing Ferrocene, Phosphorus, Si, Cu, Na, or Zn is not allowed.				



9. MEASUREMENT / INSPECTION

THE SUPPLIER MUST SEND PETROPERU S.A. THE QUALITY OF THE PRODUCT FIVE (05) DAYS BEFORE THE DISCHARGE OF THE PRODUCT (ALL SPECIFICATIONS DETAIL IN ITEM 8), THE QUALITY WILL BE DETERMINED BY THE INDEPENDENT INSPECTOR OF RECORD, THIS COST IS ASSUME BY SELLER.

FOR THE DISCHARGE OF THE CARGOES, PETROPERU S.A. WILL BE VERIFIED THE MAIN SPECIFICATIONS AND WHAT PETROPERU S.A. CONSIDERS CONVENIENT ACCORDING TO THE COMPOSITE SAMPLE OF ALL COMPARTMENTS IN THE SHIP WHERE THE CARGO IS STORED BEFORE STARTING DISCHARGE OPERATION AT FIRST PERUVIAN PORT.

ALSO, THE QUALITY SHALL BE MEASURED ON VESSEL COMPOSITE SAMPLE IN DISCHARGE AT FIRST PERUVIAN PORT ASCERTAINED BY A MUTUALLY AGREED INDEPENDENT INSPECTOR. IF QUALITY IS DETERMINED TO BE OFF-SPEC, THEN SELLER WILL BE RESPONSIBLE FOR ANY AND ALL DIRECT COSTS INCURRED TO CORRECT THE CARGO. IF CARGO CANNOT BE CORRECTED OR ACCEPTED AS-IS, THEN BUYER SHALL BE ENTITLED TO REJECT CARGO AND TERMINATE THE CONTRACT, IN EITHER CASE SELLER SHALL COMPENSATE BUYER OF ALL DIRECT COSTS ACTUALLY AND REASONABLY INCURRED BY SUCH BREACH.

INVOICE QUANTITY SHALL BE BASED ON VESSEL FIGURES IN DISCHARGE AT FIRST PERUVIAN PORT WITH VEF APPLIED, AS CERTIFIED BY THE INDEPENDENT INSPECTOR OF RECORD.

- THE INSPECTION COSTS (AS OBSERVERS) AT LOAD AND DISCHARGE PORT(S) SHOULD BE SHARED BETWEEN PETROPERU'S ACCOUNT AND SELLER (50 % EACH).
- PETROPERU S.A. WILL CONSIDER ADDITIONAL TESTS TO ENSURE THE QUALITY IF ITS CONVENIENT.

10. PORT RESTRICTIONS:

PORT	DRAFT (m)	LOA (m)	MAXIMUM DISPLACEMENT	DWT
CALLAO (PIER N° 07 -A)	10.67	228.60	-----	35,000
CALLAO (PIER N° 07 - B)	9.75	228.60	-----	35,000
CONCHAN (SUBMARINE LINE)	13.41	228.60	83,000 MT	-----
MOLLENDO	13.90	234.09	-----	60,000
TALARA (LIQUID CARGO DOCK)	10.67	192.94	45,000 MT	-----

IMPORTANT NOTE: LIFTING EQUIPMENT

DERRICK/ CRANE DESCRIPTION (NUMBER AND SWL): CRANES: 1 X 10 TONS (MINIMUM)

11. VESSEL NOMINATION AND DISCHARGE/LOADING PROCEDURES:

DAP PURCHASE: BIDDER MUST COMPLY WITH ITEM 06.1 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (OPERATING CONDITIONS).

12. LAYTIME: 36 + 6 HRS.

13. DEMURRAGE:

AS PER ITEM 06.5 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS.

DEMURRAGE AND POST DEAL EXPENSE CLAIMS

PLEASE CONTACT PETROPERU'S DEMURRAGE TEAM WITH SUBJECT LINE TO READ: TYPE OF CLAIM E.G. PETROPERU S.A. DEMURRAGE, DEVIATION CLAIM. VESSEL NAME/ B/L DATE/ LOADPORT AND/OR DISPORT.

Email

demurrage1@petroperu.com.pe

NOTE: CLAIMS WILL NOT BE VALID IF SENT TO OTHER EMAIL ADDRESS.

FOR CLAIMS, THE SELLER MUST SEND TO PETROPERU S.A. THE COMMERCIAL INVOICE WITH THE VESSEL OWNER.

14. COVID-19: SELLERS ARE RESPONSIBLE FOR THE GOOD HEALTH CONDITION OF THE OFFICERS, CREW OF THEIR VESSELS. ALSO, SELLERS ARE RESPONSIBLE FOR TAKING THE MEASURES NEEDED TO



PREVENT THE CORONAVIRUS'S PROPAGATION THRU THEIR OWN OR CHARTERED VESSELS. SO, ANY DELAY, COSTS, OR EXPENSES CAUSED OR INCURRED CONCERNING CORONAVIRUS, OR SUSPECTED CORONAVIRUS, ONBOARD THE VESSEL SHALL BE FOR THE OWNER'S / SELLERS ACCOUNT, WITH EXCEPTION TO A LOCAL PORT/FACILITIES CLOSURE BY THE PERUVIAN HEALTH AUTHORITY.

15. **PRODUCT OFFERS:** TO BE RECEIVED IN OUR PETROPERU'S TENDER WEBSITE AND/OR PETROPERU'S EMAIL: TENDERSPETROPERU@PETROPERU.COM.PE BETWEEN 10:00 (NOT EARLIER) AND 11:00 HRS. ON JANUARY 18TH, 2022 WITH VALIDITY UNTIL 18:00 HRS ON JANUARY 19TH, 2022 (LIMA TIME: UTC-05:00).

IN THE EVENT THAT A PROBLEM OCCURRED WHILE SUBMITTING YOUR OFFER, PLEASE CONTACT US DURING THE SCHEDULE INDICATED.

OFFERS WILL BE SUBMITTED BY THE BIDDERS UNDER THE FORM:

CARGO N°		DELIVERY WINDOW		DIFFERENTIALS (US\$/BBL) - PAYMENT TERM 30 DAYS AFTER NOR		COST FOR AN ADDITIONAL PORT (US\$/BBL)		COST FOR TWO ADDITIONAL PORTS (US\$/BBL)	
				DAP MOLLENDÓ					
				GASOLINE RON 90	GASOLINE RON 94	TALARA	CONCHAN/ TALARA	CALLAO/ TALARA	
1	FEBRUARY 24 TH / 28 TH , 2022	-0.11	-2.96	TBD	TBD	TBD			

CARGO N°		DELIVERY WINDOW		DIFFERENTIALS (US\$/BBL) - PAYMENT TERM 30 DAYS AFTER NOR		COST FOR AN ADDITIONAL PORT (US\$/BBL)	
				DAP CONCHAN			
				HOGBS RON 97.5	CRACKED NAP RON 92	TALARA	
2	FEBRUARY 25 TH / MARCH 01 ST , 2022	+0.63	+1.16	TBD			

PETROPERU MUST CHOOSE EITHER CARGO 1. OR CARGO 2. BUT NOT BOTH.

BIDDER MUST INDICATE THE COST FOR SECOND ENTRY IN PERUVIAN PORT (US\$ lumpsom) 320 KB TBD.

BIDDER MUST INDICATE THE COST FOR EACH ADDITIONAL 30 DAYS OF PAYMENT AFTER NOR DATE (US\$/BBL) UP TO A MAXIMUM OF 60 OR 90 OR 120 OR 150 OR 180 DAYS

DAYS	US\$/BBL
30-TO-60	
30-TO-90	
30-TO-120	
30-TO-150	
30-TO-180	

DISCOUNT, IF PETROPERU S.A. NOTIFIES 60 OR 90 CALENDAR DAYS PRIOR TO THE FIRST WINDOW DAY OF THE CORRESPONDING 5-DAY DELIVERY WINDOW

DAYS	US\$/BBL
50	
60	

- **NOTE:** IF CALLAO IS A DISCHARGE PORT IT MUST NOT BE FIRST PORT, AND KOLMAR'S VESSEL MUST BE ALLOWED TO REMEASURE DEADWEIGHT AFTER DISCHARGE AT PREVIOUS DISCHARGE PORT.

16. **LAW AND JURISDICTION:** AS PER ITEM N°12 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).

17. **PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, CORRUPTION AND BRIBERY FELONIES:** AS PER APPENDIX N° 01.

18. **INTEGRITY SYSTEM CLAUSE:** AS PER APPENDIX N° 02.

19. **POLICIES:**

- INTEGRATED MANAGEMENT POLICY OF QUALITY, ENVIRONMENT, SAFETY AND HEALTH AT WORK:

(https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fid_1160_Documento_file/454-c3Ac6Fa0Xa1Ap1N.pdf)



- POLICY FOR PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, FELONIES OF CORRUPTION AND ANTI-BRIBERY MANAGEMENT:

https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fid_1160_Documento_file/559-m9Jd0Ef2Jv0lr1F.pdf

- 20. OTHER TERMS AND CONDITIONS:** AS PER PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).

21. IMPORTANT NOTES:

- A. ANY INFORMATION GIVEN BY WINNER AFTER AWARD THAT MODIFIES THE CONDITIONS OF THIS INVITATION AND/OR OUR AWARD WILL BE CONSIDERED A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION, PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CONTRACT AND REQUIRE AN INDEMNITY FROM THE WINNER FOR ANY AND ALL COSTS, DAMAGES, OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF WINNER'S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND OR EXCLUDE THE WINNER FROM OUR TENDER LIST.
- B. PETROPERU S.A. REQUIRES THAT THE WINNER OF THIS TENDER PERFORM ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY, OTHERWISE PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND THE WINNER AND REQUIRE AN INDEMNITY FROM THE WINNER FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF WINNER'S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS, INCLUDING SENDING THE DOCUMENTATIONS AS PER PERUVIAN AND ANDEAN PACT REGULATIONS.
- C. IF THE WINNER FAILS TO COMPLY WITH THE THREE DAY LAYCAN, AS PER ITEM 2, PETROPERU S.A. RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU S.A. MAY APPLY ITEM 21.A OF THIS INVITATION.
- 22.** THE CONTRACT FOR THIS TENDER WILL BE INTEGRATED BY THIS INVITATION, YOUR OFFER, OUR AWARD AND PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF APRIL 2017). IT WILL NOT BE ACCEPTED ANY OTHER DOCUMENT.
- 23.** PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CARGOES UNDER THIS INVITATION BEFORE AWARDDING THIS TENDER. PETROPERU S.A. ALSO HAS THE RIGHT TO AWARD THE CARGOES TO DIFFERENT BIDDERS OR TO AWARD THE CARGOES TO ONLY ONE BIDDER. FURTHERMORE, PETROPERU S.A. RESERVES THE RIGHT TO AWARD OR NOT AWARD THIS TENDER. PETROPERU S.A. RESERVES THE RIGHT TO AWARD NONE OR UP TO FOUR CARGOES UNDER THIS TENDER.

BEST REGARDS,

APPENDIX N° 01**Prevention of Money Laundering and Financing of Terrorism, Corruption and Bribery felonies:**

By virtue of this clause, the Contractor declares to have received and read the Policy for the Prevention of Money Laundering and Financing of Terrorism, Felonies of Corruption and Anti-Bribery Management of PETROPERÚ attached to this contract; stating that they understand it and agree to comply with it, together with their partners or associates, directors, members of the administrative bodies, legal representatives, attorneys-in-fact, and any natural or legal person acting for their account or benefit, and on their behalf; with emphasis on the following aspects:

1. Use resources in the execution of this contract and all payments or any other transfer of resources, including real guarantees, made in favor of PETROPERÚ S.A., which come from legal funds.
2. Not incur in felonies of Money Laundering, Terrorism Financing, or Corruption under the forms of: Generic, Specific or Transnational Active Bribery, influence peddling, Simple or Aggravated Collusion, among other felonies that the law establishes, such as Law No. 30424 and its amending regulations, in relation to the celebration and execution of this contract.
3. Not to make, offer, authorize, request, or accept any undue or illegal payment or, in general, any undue or illegal benefit or bribery, in relation to the celebration and execution of this contract.
4. That neither it, nor its partners or associates (with ownership of 10% or more of shares or participation), directors and managers: a) Have a sentence, by final judgment, for the crime of Money Laundering, Terrorism Financing, Precedent felonies such as Drug Trafficking, Tax or Customs Felonies, Illegal Mining, Corruption or others that generate illegal profits; Generic, Specific and Transnational Active Bribery, Influence Peddling, Simple and Aggravated Collusion or Bribery; at the national or international level; b) They are included in the OFAC List (Office of Foreign Assets Control of the Treasury Department of the United States of America), List of Terrorists of the United Nations Security Council, List related to the Financing of the Proliferation of Arms of Mass Destruction issued by the United Nations Security Council.
5. Prevent bribery, adopting appropriate technical, organizational or personnel measures to avoid improper acts or practices or illegal conducts; in the matter on which this contract deals.
6. Make available to PETROPERÚ S.A. truthful and complete information, and in case it suffers variations, present the updated information within a period of fifteen (15) business days. PETROPERÚ S.A. can request the information they consider pertinent in compliance with the legislation on money laundering and financing of terrorism.
7. Notify PETROPERÚ S.A. and the competent authorities, in a direct and timely manner, any improper act or practice or illegal conduct of which it becomes aware in relation to the celebration and execution of this contract.

PETROPERÚ S.A. can terminate this Contract at any time by right, by written notification to the Contractor if, supported by evidence, it considers that the Contractor has breached any of the commitments mentioned in this clause, placing PETROPERÚ S.A. in the face of a legal, patrimonial or reputational risk or that may generate administrative, civil, criminal sanctions; without prejudice to the fact that PETROPERÚ S.A. provide information to the competent authorities and initiate the pertinent legal actions, including the compensation that may be applicable".

APPENDIX N° 02**INTEGRITY SYSTEM CLAUSE**

The purpose of the Integrity System is to manage ethics and integrity in PETROPERÚ, assuming a commitment to the system's norms, as well as to strengthen the ethical culture based on the zero-tolerance policy against fraud, corruption and any irregular act, thus providing the guidelines to follow to develop preventive actions and detect irregular acts.

In this sense, the CONTRACTOR / CLIENT undertakes to comply with the provisions of:

i) the PETROPERÚ Integrity Code; ii) the Corporate Anti-Fraud and Anti-Corruption Policy of PETROPERÚ S.A. and, iii) the guidelines of the Integrity System, in what is applicable to the obligations in charge.

The PETROPERÚ Integrity Code, the Corporate Anti-Fraud and Anti-Corruption Policy, as well as the Integrity System Guidelines are published on the PETROPERÚ portal, at the following link:
<https://www.petroperu.com.pe/buen-gobierno-corporativo/nuestro-sistema-de-integridad/>



GDCH-JCEH-0005-2022
TENDER-003-2022
JANUARY 11TH, 2022

DOCUMENTO VISADO
ACTO PÚBLICO
RULBI VELA VELASQUEZ
ABOGADA - NOTARIA DE LIMA

PETROPERU S.A. IS PLEASED TO INVITE YOUR COMPANY TO BID FOR OUR FOLLOWING DAP PURCHASE:

1. PRODUCTS:

- HIGH OCTANE GASOLINE BLEND STOCK (RON 97.5)
- CRACKED NAPHTHA (RON 92)
- GASOLINE RON 90
- GASOLINE RON 84

QUALITY AS PER ITEM 8.

2. QUANTITY, DISPORTS AND DELIVERY DATES:

PETROPERU S.A. INTENDS TO PURCHASE THE FOLLOWING CARGOES:

CARGO N°	DELIVERY WINDOW	VOLUME KB (+/-5%)		DELIVERY PORTS
		GASOLINE RON 90	GASOLINE RON 84	
1	FEBRUARY 24 TH /28 TH , 2022	260	120	MOLLENDO/TALARA OR MOLLENDO/CONCHAN/TALARA OR MOLLENDO/CALLAO/TALARA

CARGO N°	DELIVERY WINDOW	VOLUME KB (+/-5%)		DELIVERY PORTS
		CRACKED NAPHTHA (RON 92)	HOGGS (RON 97.5)	
2	FEBRUARY 25 TH / MARCH 01 ST , 2022	250	70	CONCHAN OR CONCHAN/TALARA
3	MARCH 01 ST /30 TH , 2022	230-260	40-90	
4	MARCH 15 TH /APRIL 13 TH , 2022	230-280	40-90	

NOTES:

- PETROPERU S.A. WILL NOTIFY AT LEAST FORTY (40) CALENDAR DAYS PRIOR TO THE FIRST LAYCAN DAY THE CORRESPONDING 5-DAYS DELIVERY WINDOW, WHICH IT WILL BE NARROWED TO A 3-DAYS WINDOW BY SELLER AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST LAYCAN DAY.
- THE VOLUME WILL BE CONFIRMED JOINTLY WITH THE WINDOW NOMINATION, THE TOTAL VOLUME OF EACH CARGO WILL BE 320 KB +/- 5%.
- PETROPERU S.A. WILL NOTIFY THE GEOGRAPHICAL ROTATION (PORT(S)) SEVEN (07) DAYS BEFORE THE FIRST DAY OF THE CORRESPONDING 5-DAY DELIVERY WINDOW, IN CASE THE DISCHARGE BE IN TWO PORTS: IMMEDIATELY AFTER FINISHING THE DISCHARGE AT THE FIRST PORT, SHIP SHALL SAIL TO THE SECOND PORT. IN CASE THE DISCHARGE BE IN THREE PORTS: IMMEDIATELY AFTER FINISHING THE DISCHARGE AT THE SECOND PORT, SHIP SHALL SAIL TO THE THIRD PORT.
- PETROPERU COULD ADVANCE OR DELAY THE DELIVERY WINDOWS AND CHANGE PORTS DESTINATION, BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.
- IF NEEDED, PETROPERU CAN REQUEST A DELAY IN WINDOW, IF BIDDER IS NOTIFIED 50 DAYS PRIOR TO THE FIRST WINDOW DAY OF THE CORRESPONDING 5-DAY DELIVERY WINDOW BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.

3. PENALTIES:

IN CASES OF UNJUSTIFIED DELAYS OF THE VESSEL CARRYING THE CARGO, WHICH ARE THE RESULT OF CAUSES IMPUTABLE TO THE SELLER, AND NOT QUALIFIED AS FORCE MAJEURE, PETROPERU S.A. WILL INVOICE THE SELLER FOR THE EQUIVALENT 0.2% OF THE AMOUNT OF THE CARGO IN AMERICAN DOLLARS PER DAY OR PRO RATA FOR ANY PART OF A OF DELAY UP TO 6% MAXIMUM. FOR PENALTY CALCULATION PURPOSES, THE TIME OF THE VESSEL ARRIVAL (NOR) WILL BE ROUNDED TO THE NEXT HOUR, I.E: IF THE VESSEL ARRIVES AT 10:42 HRS IT WILL BE CONSIDERED AS 11:00 HRS.

PENALTY DAILY CALCULATION SHALL START AS FROM 00:00 HOURS OF THE DAY FOLLOWING THE LAST DAY OF THE CONTRACTUAL LAYCAN UP TO THE ARRIVAL OF THE VESSEL AT THE FIRST DISCHARGE PORT AND ISSUANCE OF NOTICE OF READINESS (NOR). PAYMENT OF THIS PENALTY DOES NOT EXCLUDE THE COMPENSATION CORRESPONDING IN FAVOR OF PETROPERU S.A. DUE TO DAMAGES, INCLUDING LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, LOSSES OR ANY OTHER TYPE OF DAMAGE, OPERATING COSTS OR ANY OTHER CONCEPT BECAUSE OF THE DELAY. IT DOES NOT EXCLUDE EITHER THE RESPONSIBILITIES ARISING FROM APPLICATION OF COMPENSATION OR PENALTY CLAUSES ESTABLISHED FOR EACH OPERATION IN PARTICULAR.

THE SELLER ACCORDING TO THE INVOICE ISSUED BY PETROPERU S.A. WILL PAY PENALTY FOR BREACH.

REGARDING THE SECOND PARAGRAPH FROM CLAUSE N° 03: DURING THE FIRST 05 DAYS OF THE LATE ARRIVAL, PETROPERU S.A. DOESN'T APPLY THE FOLLOWING CONDITION: "THE COMPENSATION CORRESPONDING IN FAVOR OF PETROPERU S.A. DUE TO DAMAGES, INCLUDING LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, LOSSES OR ANY OTHER TYPE OF DAMAGE, OPERATING COSTS OR ANY OTHER CONCEPT BECAUSE OF THE DELAY".



/Petroperu



/petroperu_sa



/canalpetroperu



/petroperu

FROM THE SIXTH DAY OF LATE ARRIVAL AND FORWARD, PETROPERU S.A. WILL EVALUATE THE APPLICATION OF A COMPENSATION (AS SAID ON THE PARAGRAPH ABOVE) FOR LATE ARRIVAL.

4. COUNTRY OF ORIGIN:

BIDDER MUST DECLARE THE INTENDED ORIGIN AND LOAD PORT FOR THE CARGOES. BIDDER MUST BE AWARE THAT SINCE JANUARY 01, 2006 CUSTOM TAXES FOR PETROLEUM PRODUCTS WILL BE ZERO WITHOUT CONSIDERING COUNTRY OF ORIGIN.

IF THESE PRODUCTS ARE PRODUCED AND LOADED IN ANY COUNTRY BELONGING TO THE "COMUNIDAD ANDINA DE NACIONES" OR CHILE, BIDDER MUST INDICATE AND GUARANTEE IT. FURTHERMORE, BIDDER MUST DECLARE THE INTENDED ORIGIN AND LOAD PORT. IF THIS ISN'T PROPERLY SPECIFIED THE OFFER WOULD BE CONSIDERED OUT OF "COMUNIDAD ANDINA DE NACIONES" FOR EVALUATION PURPOSES.

5. PRICE & PRICING PERIOD:

> PRICE FORMULA:

BIDDER MUST OFFER THE PRICE FOR EACH CARGO IN ITS OFFER FOR ALTERNATIVE I AND/OR II AND/OR III.

✓ GASOLINE RON 84, GASOLINE RON 90 AND CRACKED NAPHTHA (RON 92)

PRICE	=	ARGUS GASOLINE 87 PL	-	ARGUS RVO	+	ARGUS FREIGHT DIVIDED BY 310 KB	+/-	A FIXED AMOUNT OF US DOLLARS PER BARREL
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✓ HOGBS (RON 97.5)

PRICE	=	ARGUS GASOLINE 93 PL	-	ARGUS RVO	+	ARGUS FREIGHT DIVIDED BY 310 KB	+/-	A FIXED AMOUNT OF US DOLLARS PER BARREL
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ARGUS GASOLINE 87 PL: ARGUS MEAN GASOLINE 87 CONV COLONIAL M PIPELINE LOWEST RVP NOT 7.8 OR 7.0 (DATA CODE: PA0013296) CONVERTED INTO US DOLLARS

ARGUS GASOLINE 93 PL: ARGUS MEAN GASOLINE 93 CONV COLONIAL V PIPELINE LOWEST RVP NOT 7.8 OR 7.0 (PA CODE: PA0013297) CONVERTED INTO US DOLLARS

ARGUS RVO: ARGUS RENEWABLE VOLUME OBLIGATION (RVO) (PA CODE: PA0012358) CONVERTED INTO US DOLLARS

ARGUS FREIGHT: ARGUS FREIGHT CLEAN USGC-PERU 38 KT (PA CODE: PA0017651) CONVERTED INTO US DOLLARS

> PRICING PERIOD:

ALTERNATIVE 1:

IT WILL BE DEFINED RELATION TO THE NOR TENDER AT THE FIRST PERUVIAN PORT.

WHETHER THE CARGO ARRIVES BEFORE THE CONTRACTUAL WINDOW, PETROPERU S.A. WILL CONSIDER AS THE NOR DATE (FOR PRICING PURPOSE/ PAYMENT) THE FIRST DAY OF THE CONTRACTUAL WINDOW. OTHERWISE, PETROPERU S.A. WILL CONSIDER THE NOR.

PRICING DATES WILL BE DETERMINED UPON THE AVERAGE OF THE MEAN POSTINGS AS PUBLISHED BY ARGUS + CONVERTED INTO US DOLLARS IN EFFECT ON THE DAY OF NOR, TWO PUBLICATIONS IMMEDIATELY BEFORE THE NOR AND TWO PUBLICATIONS IMMEDIATELY AFTER NOR (2-1-2).

IN THE EVENT THE NOR DAY FALLS ON A DAY WHEN ARGUS IS NOT PUBLISHED, THEN FOR PRICING PURPOSES ONLY, THE PRICE WILL BE CALCULATED UTILIZING THE THREE EFFECTIVE PUBLISHED PRICE QUOTATIONS IMMEDIATELY BEFORE THE NOR DATE AND TWO EFFECTIVE PUBLISHED PRICE QUOTATIONS IMMEDIATELY AFTER NOR DATE (3-0-2). IN ALL CASES, FIVE SEPARATE AND CONSECUTIVE QUOTATIONS SHALL BE USED.

ALTERNATIVE 2:

PRICING DATES WILL BE DETERMINED UPON THE AVERAGE OF THE FIRST OR SECOND HALF OF THE MONTH ("M" OR "M+1") AS PUBLISHED BY ARGUS + CONVERTED INTO US DOLLARS.

IF THE LAST DAY OF FIVE DAYS- DELIVERY WINDOW IS BETWEEN:	PRICING PERIOD
1ST TO 15 TH OF MONTH "M"	SECOND HALF OF MONTH "M" (FROM THE 16TH TO END OF MONTH "M")
16TH TO END OF MONTH "M"	FIRST HALF OF MONTH "M+1" (FROM THE 01TH TO 15TH OF MONTH "M+1")

EXAMPLES:

- DELIVERY WINDOW: FEBRUARY 12TH – 16TH, 2022 – CONSIDER THE AVERAGE OF THE FIRST HALF OF MARCH 2022.
- DELIVERY WINDOW: FEBRUARY 27TH/ MARCH 01ST, 2022 – CONSIDER THE AVERAGE OF THE SECOND HALF OF MARCH 2022.
- DELIVERY WINDOW: MARCH 01ST/ 05TH, 2022 – CONSIDER THE AVERAGE OF THE SECOND HALF OF MARCH 2022.
- DELIVERY WINDOW: MARCH 26TH – 30TH, 2022 – CONSIDER THE AVERAGE OF THE FIRST HALF OF APRIL 2022.

ALTERNATIVE 3: DEEM PRICE

IMPORTANT NOTE: IF PETROPERU DECIDE TO TAKE THE ALTERNATIVE 2 OR 3, IT WILL BE NOTIFIED JOINTLY WITH THE DELIVERY WINDOW NOMINATION. OTHERWISE, ALTERNATIVE 1 WILL BE APPLIED.

6. PAYMENT TERMS:

PAYMENT TERMS TO BE CONSIDERED FOR THIS TENDER WILL BE OPTIONS "A" OR "B".

OPTION "A"

IN U.S. DOLLARS BY TELEGRAPHIC TRANSFER AT **30, 60, 90, 120, 150 AND 180 DAYS AFTER NOR DATE OF THE CARGO OR ANY OTHER TERM, FREE OF INTERESTS, GUARANTEED BY IRREVOCABLE AND CONFIRMED DOCUMENTARY LETTER OF CREDIT TO BE OPENED AND CONFIRMED BEFORE DISCHARGE THE CARGO, IN THE USUAL PETROPERU S.A. FORMAT. IF THE DUE DATE FALLS ON A FRIDAY OR A SATURDAY OR A SUNDAY OR A MONDAY OR A TUESDAY OR A WEDNESDAY, PAYMENT SHALL BE MADE ON THE NEXT THURSDAY.**

THE LETTER OF CREDIT MAY BE OPENED BY A BANK DESIGNATED BY PETROPERU S.A. AND CONFIRMED BY A FIRST CLASS BANK DESIGNATED BY THE OPENING BANK. IT MAY BE OPENED AND ALSO CONFIRMED BY A FIRST CLASS BANK DESIGNATED BY PETROPERU S.A.

IN ANY CASE, THE BENEFICIARY MAY HAVE THE OPTION, AT ITS COST, TO REQUEST PETROPERU S.A. THAT THE CONFIRMED LETTER OF CREDIT BE ADDITIONALLY ADVISED BY A PARTICULAR BANK.

PETROPERU S.A. WORKS WITH THE FOLLOWING BANKS:

1.DEUTSCHE BANK, 2. SUMITOMO BANKING, 3. BLADDEX, 4. BNP PARIBAS, 5. NATIXIS, 6. ITAU BBA S.A., 7. JP MORGAN CHASE, 8. CAF, 9. CITIBANK, 10. BANCO SANTANDER, 11. ITAU BBA S.A.

OPTION "B"

IN U.S. DOLLARS BY TELEGRAPHIC TRANSFER AT **30, 60, 90, 120, 150 AND 180 DAYS AFTER NOR DATE OF THE CARGO OR ANY OTHER TERM, FREE OF INTERESTS, IN AN OPEN LINE CREDIT BASIS. THE BIDDER MUST EXPLICITLY DECLARE THE OPTION OF PAYMENT EITHER BY LETTER OF CREDIT OR OPEN LINE. IF THE DUE DATE FALLS ON A FRIDAY OR A SATURDAY OR A SUNDAY OR A MONDAY OR A TUESDAY OR A WEDNESDAY, PAYMENT SHALL BE MADE ON THE NEXT THURSDAY.**

WHETHER THE CARGO ARRIVES BEFORE THE CONTRACTUAL WINDOW, PETROPERU S.A. WILL CONSIDER AS THE NOR DATE (FOR PAYMENT PURPOSE) THE FIRST DAY OF THE CONTRACTUAL WINDOW. OTHERWISE, PETROPERU S.A. WILL CONSIDER THE NOR.

IMPORTANT NOTE: THE BIDDER COULD OFFER A DIFFERENTIAL FOR EACH PERIOD OF PAYMENT AT 30, 60, 90, 120, 150 AND 180 DAYS (FORMAT IN ITEM 15). IT IS NOT MANDATORY TO QUOTE ALL PAYMENT PERIODS.

PETROPERU S.A. WILL INCORPORATE IN THE EVALUATION A COST OF AVAILABILITY OF CASH FLOW FOR THE DIFFERENT PAYMENT PERIODS.

BY THE TERMS ESTABLISH IN THE AWARD, PETROPERU S.A. AND THE SELLER COULD AGREE TO EXTENT PAYMENT TERMS FOR "X" DAYS. IN THIS REGARD, PETROPERU S.A. SHALL PAY INTEREST TO THE SELLER AT THE RATE OF [...] % PER YEAR FROM INITIAL DATE [...] (TO COUNT AS DAY ZERO (0) UNTIL THE DAY PAYMENT IS RECEIVED INTO SELLER'S ACCOUNT (MATURITY DATE), CALCULATED ON THE BASIS OF A 360 DAYS PER YEAR, PRO RATA TEMPORIS, ON THE CARGO VALUE [USD ...].

INTEREST PAYMENT SHALL BE REVEALED ON A DESAGGREGATE BASIS WITH REGARD THE CARGOES VALUE IN THE FINAL INVOICE.

7. DOCUMENTATION REQUIREMENTS:

FOR DAP PURCHASES, THE SUPPLIER MUST SUBMIT TO PETROPERU S.A. THE ORIGINAL DOCUMENTS LISTED BELOW (ACCORDING TO THE DOCUMENTATION INSTRUCTIONS FROM PETROPERU S.A.), WITHIN TEN (10) CALENDAR DAYS AS FROM THE TIME DISCHARGE IS FINISHED.

- COMMERCIAL INVOICE OR E-COMMERCIAL INVOICE
- 3/3 BILLS OF LADING
- CARGO MANIFEST
- CERTIFICATE OF ORIGIN

IMPORTANT NOTES

- PRESENTATION OF PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING (ORIGIN) ARE ACCEPTABLE ONLY FOR DISCHARGE THE PRODUCT. THE SELLER'S COMMERCIAL INVOICE OR ELECTRONIC SIGNED INVOICE DULY ISSUED TO PETROPERU S.A., SHOWING FULL PRICE CALCULATION, NET BARRELS AND PAYMENT INSTRUCTIONS. A PROVISIONAL INVOICE MAY BE ISSUED IF THE DEEMED PRICING PERIOD HAS NOT BEEN COMPLETED BY THE TIME BUYER NEEDS TO PRESENT VESSEL TO CUSTOMS.
- IF THE PROVISIONAL COMMERCIAL INVOICE AND BILL OF LADING ARE NOT PRESENTED IN DUE TIME, PETROPERU S.A. MAY ONLY AUTHORIZE THE DISCHARGE OF HYDROCARBONS UNDER RESPONSIBILITY OF THE SELLER, GUARANTEED BY A LETTER OF INDEMNITY (LOI) IN PETROPERU S.A. FORMAT. THE SELLER SHALL BE RESPONSIBLE FOR ALL INHERENT COSTS AND RISKS GENERATED BY THE CUSTOMS AUTHORITIES OR THIRD COMPANIES.
- THE B/L, PROVISIONAL COMMERCIAL INVOICE OR E-COMMERCIAL INVOICE, CERTIFICATE OF QUALITY, CERTIFICATE OF ORIGIN AND OTHERS MUST BE SEND TO PETROPERU S.A. FIVE (05) WORKING DAYS BEFORE THE VESSEL ARRIVAL TO THE FIRST PORT.
- THE FINAL COMMERCIAL INVOICE MUST BE SUBMITTED ONCE THE PRICE OF THE CARGO IS ESTABLISHED.



8. QUALITY:

- HOGBS (RON 97.5)

TESTS	SPECIFICATIONS		TEST METHOD	
	Min	Max	ASTM	OTHER
APPEARANCE				
Color	Light yellow (a)			Visual
VOLATILITY				
API Gravity @ 60°F	Report		D-1298, D-4052	IP-160, IP-365
Distillation, @ 760 mm Hg, °C			D-86	IP-123, ISO 3405
Initial boiling point	Report			
5 %V rec	Report			
10 %V rec	70			
20 %V rec				
50 %V rec	77	118		
90 %V rec	190			
95 %V rec	Report			
Final boiling point	221			
Residue, %V	2.0			
Temperature, Vapor/Liquid = 20, °C	56		D-5188, D-4814	
Vapor pressure, KPa (psi)	69 (10)		D-323, D-4953, D-5191, D-5482, D-6378	IP-69, IP 394, ISO 3007
CORROSIVITY				
Copper strip corrosion, 3h, 50°C, N°	1		D-130	IP-154, ISO 2160
Total sulfur mass %	30		D-2622, D-3120, D-5453, D-6920, D-7039, D-7220	IP-336, IP-107, ISO 8754
ANTI-KNOCK				
Research Octane Number	97.5		D-2699	
OXIDATION STABILITY				
Induction period, minutes	240		D-525	IP-40, ISO 7536
COMPOSITION				
Aromatics, % Vol.	50		D-1319, D-5580, D-6839	IP-156, ISO 3837
Olefines, % Vol.	25		D-1319, D-5134, D-6839	IP-156, ISO 3837
Benzene, % Vol.	2		D-3606, D-4053, D-5580, D-6839	IP-425, IP-429
Oxygen, % Masa	Not allowed (b)		D-4815, D-5845, D-6839, D-5599	IP-408
CONTAMINANTS				
Washed gum, mg/100mL	5.0		D-381	IP-131, ISO 6246
Lead, g/L	0.013		D-3237, D-5059	IP-428
Manganese, mg/L (b)	0.25		D-3831	
Aniline	Not allowed (b)		D-6730	
NOTES:				
(a) No dye. Natural color.				
(b) It must not include any type of oxygenated compound or additive, alcohol, MTBE or TAME. It must not include manganese-based additives, the maximum limit indicated refers to the detection limit of the test method. It must not include aniline.				
In addition, the use of additives containing Ferrocene, Phosphorus, Si, Cu, Na, or Zn is not allowed.				

• CRACKED NAPHTHA (RON 92)

TESTS	SPECIFICATIONS		TEST METHOD	
	Min	Max	ASTM	OTHER
APPEARANCE				
Color	Light yellow (a)			Visual
VOLATILITY				
API Gravity @ 60°F	Report		D-1298, D-4052	IP-160, IP-365
Distillation, @ 760 mm Hg, °C			D-86	IP-123, ISO 3405
Initial boiling point	Report			
5 %V rec	Report			
10 %V rec	65			
20 %V rec				
50 %V rec	77	118		
90 %V rec	190			
95 %V rec				
Final boiling point	221			
Residue, %V	2.0			
Temperature, Vapor/Liquid = 20, °C	56		D-5188, D-4814	
Vapor pressure, KPa (psi)	69 (10)		D-323, D-4953, D-5191, D-5482, D-6378	IP-69, IP 394, ISO 3007
CORROSIVITY				
Copper strip corrosion, 3h, 50°C, N°	1		D-130	IP-154, ISO 2160
Total sulfur mass %	40		D-2622, D-3120,D-5453, D-7039, D-7220	IP-336, IP-107, ISO 8754
ANTIKNOCK				
Research Octane Number	92.0		D-2699	
OXIDATION STABILITY				
Induction period, minutes	240		D-525	IP-40, ISO 7536
COMPOSITION				
Aromatics, % Vol.	40		D-1319, D-5580, D-6839	IP-156, ISO 3837
Olefines, % Vol.	35		D-1319, D-5134, D-6839	IP-156, ISO 3837
Benzene, % Vol.	2		D-3606, D-4053, D-5580, D-6839	IP-425, IP-429
Oxygen, % Masa	Not allowed (b)		D-4815, D-5845, D6839, D-5599	IP-408
CONTAMINANTS				
Washed gum, mg/100mL	5.0		D-381	IP-131, ISO 6246
Lead, g/L	0.013		D-3237, D-5059	IP-428
Manganese, mg/L (b)	0.25		D-3831	
Aniline	Not allowed (b)			
NOTES:				
(a) No dye. Natural color.				
(b) It must not include any type of oxygenated compound or additive, alcohol, MTBE or TAME. It must not include manganese-based additives, the maximum limit indicated refers to the detection limit of the test method. It must not include aniline.				
In addition, the use of additives containing Ferrocene, Phosphorus, Si, Cu, Na, or Zn is not allowed.				



• GASOLINE RON 90

TESTS	SPECIFICATIONS		TEST METHOD	
	Min	Max	ASTM	OTHER
APPEARANCE	Transparent			Visual
Color	(a)			Visual
VOLATILITY				
API Gravity @ 60°F	Report		D-1298, D-4052	
Distillation, @ 760 mm Hg, °C			D-86	ISO-3405
Initial boiling point	Report			
5 %V rec	Report			
10 %V rec	70			
20 %V rec	Report			
50 %V rec	140			
90 %V rec	200			
95 %V rec	Report			
Final boiling point	221			
Recovered, %V	96.0			
Residue, %V	2.0			
Loss, %V	Report			
Temperature Vapor/Liquid = 20, °C	56		D-5188, D-4814	
Vapor pressure, KPa (psi)	69 (10)		D-323, D-4953, D-5191, D-5482, D-6378	ISO 3007 UNE-EN 13016-1
CORROSIVITY				
Copper strip corrosion, 3h, 50°C, N°	1		D-130	ISO 2160
Total sulfur, mass %	0.044		D2622, D4294, D5453	ISO-8754
ANTIKNOCK				
Research Octane Number	90.2		D-2699	ISO 5164
COMPOSITION				
Aromatics, % Vol.	Report		D-1319, D-5580, D-6839	ISO 22854, UNE-EN
Olefines, % Vol.	Report		D-1319, D-5134, D-6839	ISO 22854, UNE-EN
Benzene, % Vol.	Report		D-3606, D-4053, D-5580, D-6839	ISO 22854, UNE-EN 238 UNE-EN 12177
Oxygen, % Masa	Not allowed (b)		D-4815, D-5845, D6839, D-5599	ISO 22854, UNE-EN 1601 UNE-EN 13132
OXIDATION STABILITY				
Induction period, minutes	240		D-525	ISO 7536
CONTAMINANTS				
Washed gum, mg/100mL	5.0		D-381	ISO 6246
Lead, g/L	0.013		D-3237, D-5059	
Manganese, mg/L (b)	0.25		D-3831	
Aniline	Not allowed (b)			
NOTES:				
(a) It must not contain any dye.				
(b) It must not include any type of oxygenated compound or additive, alcohol, MTBE or TAME. It must not include manganese-based additives, the maximum limit indicated refers to the detection limit of the test method. It must not include aniline.				
In addition, the use of additives containing Ferrocene, Phosphorus, Si, Cu, Na, or Zn is not allow ed.				



• GASOLINE RON 84

TESTS	SPECIFICATIONS		TEST METHOD	
	Min	Max	ASTM	OTHER
APPEARANCE	Transparent			Visual
Color comercial	(a)			Visual
VOLATILITY				
API Gravity @ 60°F	Report		D-1298, D-4052	
Distillation, @ 760 mm Hg, °C			D-86	ISO-3405
Initial boiling point	Report			
5 %V rec	Report			
10 %V rec	70			
20 %V rec	Report			
50 %V rec	140			
90 %V rec	200			
95 %V rec	Report			
Final boiling point	221			
Recovered, %V	96.0			
Residue, %V	2.0			
Loss, %V	Report			
Temperature Vapor/Liquid = 20, °C	56		D-5188, D-4814	
Vapor pressure, KPa (psi)	69 (10)		D-323, D-4953, D-5191, D-5482, D-6378	ISO 3007 UNE-EN 13016-1
CORROSIVITY				
Copper strip corrosion, 3h, 50°C, N°	1		D-130	ISO 2160
Total Sulfur, mass %	0.1		D-2622, D-4294, D-5453	ISO-8754
ANTIKNOCK				
Research Octane Number	84.2		D-2699	ISO 5164
COMPOSITION				
Aromatics, % Vol.	Report		D-1319, D-5580, D-6839	ISO 22854, UNE-EN
Olefines, % Vol.	Report		D-1319, D-5134, D-6839	ISO 22854, UNE-EN
Benzene, % Vol.	Report		D-3606, D-4053, D-5580, D-6839	ISO 22854, UNE-EN 238 UNE-EN 12177
Oxygen, % Masa	Not allowed (b)		D-4815, D-5845, D6839, D-5599	ISO 22854, UNE-EN 1601 UNE-EN 13132
OXIDATION STABILITY				
Induction period, minutes	240		D-525	ISO 7536
CONTAMINANTS				
Washed gum, mg/100mL	5.0		D-381	ISO 6246
Lead, g/L	0.013		D-3237, D-5059	
Manganese, mg/L (b)	0.25		D-3831	
Aniline	Not allowed (b)			
NOTES:				
(a) It must not contain any dye.				
(b) It must not include any type of oxygenated compound or additive, alcohol, MTBE or TAME. It must not include manganese-based additives, the maximum limit indicated refers to the detection limit of the test method. It must not include aniline.				
In addition, the use of additives containing Ferrocene, Phosphorus, Si, Cu, Na, or Zn is not allow ed.				

9. MEASUREMENT / INSPECTION

THE SUPPLIER MUST SEND PETROPERU S.A. THE QUALITY OF THE PRODUCT FIVE (05) DAYS BEFORE THE DISCHARGE OF THE PRODUCT (ALL SPECIFICATIONS DETAIL IN ITEM 8), THE QUALITY WILL BE DETERMINED BY THE INDEPENDENT INSPECTOR OF RECORD, THIS COST IS ASSUME BY SELLER.

FOR THE DISCHARGE OF THE CARGOES, PETROPERU S.A. WILL BE VERIFIED THE MAIN SPECIFICATIONS AND WHAT PETROPERU S.A. CONSIDERS CONVENIENT ACCORDING TO THE COMPOSITE SAMPLE OF ALL COMPARTMENTS IN THE SHIP WHERE THE CARGO IS STORED BEFORE STARTING DISCHARGE OPERATION AT FIRST PERUVIAN PORT.

ALSO, THE QUALITY SHALL BE MEASURED ON VESSEL COMPOSITE SAMPLE IN DISCHARGE AT FIRST PERUVIAN PORT ASCERTAINED BY A MUTUALLY AGREED INDEPENDENT INSPECTOR. IF QUALITY IS DETERMINED TO BE OFF-SPEC, THEN SELLER WILL BE RESPONSIBLE FOR ANY AND ALL DIRECT COSTS INCURRED TO CORRECT THE CARGO. IF CARGO CANNOT BE CORRECTED OR ACCEPTED AS-IS, THEN BUYER SHALL BE ENTITLED TO REJECT CARGO AND TERMINATE THE CONTRACT, IN EITHER CASE SELLER SHALL COMPENSATE BUYER OF ALL DIRECT COSTS ACTUALLY AND REASONABLY INCURRED BY SUCH BREACH.

INVOICE QUANTITY SHALL BE BASED ON VESSEL FIGURES IN DISCHARGE AT FIRST PERUVIAN PORT WITH VEF APPLIED, AS CERTIFIED BY THE INDEPENDENT INSPECTOR OF RECORD.

- THE INSPECTION COSTS (AS OBSERVERS) AT LOAD AND DISCHARGE PORT(S) SHOULD BE SHARED BETWEEN PETROPERU'S ACCOUNT AND SELLER (50 % EACH).
- PETROPERU S.A. WILL CONSIDER ADDITIONAL TESTS TO ENSURE THE QUALITY IF ITS CONVENIENT.

10. PORT RESTRICTIONS:

PORT	DRAFT (m)	LOA (m)	MAXIMUM DISPLACEMENT	DWT
CALLAO (PIER N° 07 -A)	10.67	228.60	—	35,000
CALLAO (PIER N° 07 - B)	9.75	228.60	—	35,000
CONCHAN (SUBMARINE LINE)	13.41	228.60	83,000 MT	—
MOLLEND0	13.90	234.09	—	60,000
TALARA (LIQUID CARGO DOCK)	10.67	192.94	45,000 MT	—

IMPORTANT NOTE: LIFTING EQUIPMENT

DERRICK/ CRANE DESCRIPTION (NUMBER AND SWL): CRANES: 1 X 10 TONS (MINIMUM)

11. VESSEL NOMINATION AND DISCHARGE/LOADING PROCEDURES:

DAP PURCHASE: BIDDER MUST COMPLY WITH ITEM 06.1 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (OPERATING CONDITIONS).

12. LAYTIME: 36 + 6 HRS.

13. DEMURRAGE:

AS PER ITEM 06.5 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS.

DEMURRAGE AND POST DEAL EXPENSE CLAIMS

PLEASE CONTACT PETROPERU'S DEMURRAGE TEAM WITH SUBJECT LINE TO READ: TYPE OF CLAIM E.G. PETROPERU S.A. DEMURRAGE, DEVIATION CLAIM. VESSEL NAME/ B/L DATE/ LOADPORT AND/OR DISPORT.

Email
demurrage1@petroperu.com.pe

NOTE: CLAIMS WILL NOT BE VALID IF SENT TO OTHER EMAIL ADDRESS.

FOR CLAIMS, THE SELLER MUST SEND TO PETROPERU S.A. THE COMMERCIAL INVOICE WITH THE VESSEL OWNER.

14. COVID-19: SELLERS ARE RESPONSIBLE FOR THE GOOD HEALTH CONDITION OF THE OFFICERS, CREW OF THEIR VESSELS. ALSO, SELLERS ARE RESPONSIBLE FOR TAKING THE MEASURES NEEDED TO



PREVENT THE CORONAVIRUS'S PROPAGATION THRU THEIR OWN OR CHARTERED VESSELS. SO, ANY DELAY, COSTS, OR EXPENSES CAUSED OR INCURRED CONCERNING CORONAVIRUS, OR SUSPECTED CORONAVIRUS, ONBOARD THE VESSEL SHALL BE FOR THE OWNER'S / SELLERS ACCOUNT, WITH EXCEPTION TO A LOCAL PORT/FACILITIES CLOSURE BY THE PERUVIAN HEALTH AUTHORITY.

15. **PRODUCT OFFERS:** TO BE RECEIVED IN OUR PETROPERU'S TENDER WEBSITE AND/OR PETROPERU'S EMAIL: TENDERSPETROPERU@PETROPERU.COM.PE BETWEEN 10:00 (NOT EARLIER) AND 11:00 HRS. ON JANUARY 17TH, 2022 WITH VALIDITY UNTIL 18:00 HRS ON JANUARY 19TH, 2022 (LIMA TIME: UTC-05:00).

IN THE EVENT THAT A PROBLEM OCCURRED WHILE SUBMITTING YOUR OFFER, PLEASE CONTACT US DURING THE SCHEDULE INDICATED.

OFFERS WILL BE SUBMITTED BY THE BIDDERS UNDER THE FORM:

		DIFFERENTIALS (US\$/BBL) - PAYMENT TERM 30 DAYS AFTER NOR		COST FOR AN ADDITIONAL PORT (US\$/BBL)	COST FOR TWO ADDITIONAL PORTS (US\$/BBL)	
CARGO N°	DELIVERY WINDOW	DAP MOLLENDÓ				
		GASOLINE RON 90	GASOLINE RON 84	TALARA	CONCHAN/ TALARA	CALLAO/ TALARA
1	FEBRUARY 24 TH / 28 TH , 2022					

		DIFFERENTIALS (US\$/BBL) - PAYMENT TERM 30 DAYS AFTER NOR		COST FOR AN ADDITIONAL PORT (US\$/BBL)		
CARGO N°	DELIVERY WINDOW	DAP CONCHAN				
				TALARA		
2	FEBRUARY 25 TH / MARCH 01 ST , 2022					
3	MARCH 01 TH / 30 TH , 2022					
4	MARCH 15 TH / APRIL 13 TH , 2022					

BIDDER MUST INDICATE THE COST FOR SECOND ENTRY IN PERUVIAN PORT (US\$/BBL)

320 KB

BIDDER MUST INDICATE THE COST FOR EACH ADDITIONAL 30 DAYS OF PAYMENT AFTER NOR DATE (US\$/BBL) UP TO A MAXIMUM OF 60 OR 90 OR 120 OR 150 OR 180 DAYS

DAYS	US\$/BBL
30 TO 60	
30 TO 90	
30 TO 120	
30 TO 150	
30 TO 180	

DISCOUNT, IF PETROPERU S.A. NOTIFIES 50 OR 60 CALENDAR DAYS PRIOR TO THE FIRST WINDOW DAY OF THE CORRESPONDING 5-DAY DELIVERY WINDOW

DAYS	US\$/BBL
50	
60	

16. **LAW AND JURISDICTION:** AS PER ITEM N°12 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).

17. **PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, CORRUPTION AND BRIBERY FELONIES:** AS PER APPENDIX N° 01.

18. **INTEGRITY SYSTEM CLAUSE:** AS PER APPENDIX N° 02.

19. **POLICIES:**

- INTEGRATED MANAGEMENT POLICY OF QUALITY, ENVIRONMENT, SAFETY AND HEALTH AT WORK:

(https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/454-c3Ac6Fa0Xa1Ap1N.pdf)



- POLICY FOR PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, FELONIES OF CORRUPTION AND ANTI-BRIBERY MANAGEMENT:

(https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/559-m9Jd0Ef2Jv0lr1F.pdf)

20. **OTHER TERMS AND CONDITIONS:** AS PER PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF 2017).

21. **IMPORTANT NOTES:**

- ANY INFORMATION GIVEN BY WINNER AFTER AWARD THAT MODIFIES THE CONDITIONS OF THIS INVITATION AND/OR OUR AWARD WILL BE CONSIDERED A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION, PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CONTRACT AND REQUIRE AN INDEMNITY FROM THE WINNER FOR ANY AND ALL COSTS, DAMAGES, OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF WINNER'S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND OR EXCLUDE THE WINNER FROM OUR TENDER LIST.
 - PETROPERU S.A. REQUIRES THAT THE WINNER OF THIS TENDER PERFORM ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY, OTHERWISE PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND THE WINNER AND REQUIRE AN INDEMNITY FROM THE WINNER FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF WINNER'S FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS, INCLUDING SENDING THE DOCUMENTATIONS AS PER PERUVIAN AND ANDEAN PACT REGULATIONS.
 - IF THE WINNER FAILS TO COMPLY WITH THE THREE DAY LAYCAN, AS PER ITEM 2, PETROPERU S.A. RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU S.A. MAY APPLY ITEM 21.A OF THIS INVITATION.
22. THE CONTRACT FOR THIS TENDER WILL BE INTEGRATED BY THIS INVITATION, YOUR OFFER, OUR AWARD AND PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS (REVISION OF APRIL 2017). IT WILL NOT BE ACCEPTED ANY OTHER DOCUMENT.
23. PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CARGOES UNDER THIS INVITATION BEFORE AWARDED THIS TENDER. PETROPERU S.A. ALSO HAS THE RIGHT TO AWARD THE CARGOES TO DIFFERENT BIDDERS OR TO AWARD THE CARGOES TO ONLY ONE BIDDER. FURTHERMORE, PETROPERU S.A. RESERVES THE RIGHT TO AWARD OR NOT AWARD THIS TENDER. PETROPERU S.A. RESERVES THE RIGHT TO AWARD NONE OR UP TO FOUR CARGOES UNDER THIS TENDER.

YOUR OFFER WILL BE HIGHLY APPRECIATED.

BEST REGARDS,



Firmado digitalmente por:
PINEDO RAMÍREZ Ramon Segundo
PETROLEOS DEL PERU PETROPERU SA
PE
Lima-Lima
Motivo: Aprobado
Fecha: 11/01/2022 11:09:17-0500

RAMÓN PINEDO RAMÍREZ
INTERNATIONAL TRADE
PETROPERU S.A.



APPENDIX N° 01**Prevention of Money Laundering and Financing of Terrorism, Corruption and Bribery felonies:**

By virtue of this clause, the Contractor declares to have received and read the Policy for the Prevention of Money Laundering and Financing of Terrorism, Felonies of Corruption and Anti-Bribery Management of PETROPERÚ attached to this contract; stating that they understand it and agree to comply with it, together with their partners or associates, directors, members of the administrative bodies, legal representatives, attorneys-in-fact, and any natural or legal person acting for their account or benefit, and on their behalf; with emphasis on the following aspects:

1. Use resources in the execution of this contract and all payments or any other transfer of resources, including real guarantees, made in favor of PETROPERÚ S.A., which come from legal funds.
2. Not incur in felonies of Money Laundering, Terrorism Financing, or Corruption under the forms of: Generic, Specific or Transnational Active Bribery, influence peddling, Simple or Aggravated Collusion, among other felonies that the law establishes, such as Law No. 30424 and its amending regulations, in relation to the celebration and execution of this contract.
3. Not to make, offer, authorize, request, or accept any undue or illegal payment or, in general, any undue or illegal benefit or bribery, in relation to the celebration and execution of this contract.
4. That neither it, nor its partners or associates (with ownership of 10% or more of shares or participation), directors and managers: a) Have a sentence, by final judgment, for the crime of Money Laundering, Terrorism Financing, Precedent felonies such as Drug Trafficking, Tax or Customs Felonies, Illegal Mining, Corruption or others that generate illegal profits; Generic, Specific and Transnational Active Bribery, Influence Peddling, Simple and Aggravated Collusion or Bribery; at the national or international level; b) They are included in the OFAC List (Office of Foreign Assets Control of the Treasury Department of the United States of America), List of Terrorists of the United Nations Security Council, List related to the Financing of the Proliferation of Arms of Mass Destruction issued by the United Nations Security Council.
5. Prevent bribery, adopting appropriate technical, organizational or personnel measures to avoid improper acts or practices or illegal conducts; in the matter on which this contract deals.
6. Make available to PETROPERÚ S.A. truthful and complete information, and in case it suffers variations, present the updated information within a period of fifteen (15) business days. PETROPERÚ S.A. can request the information they consider pertinent in compliance with the legislation on money laundering and financing of terrorism.
7. Notify PETROPERÚ S.A. and the competent authorities, in a direct and timely manner, any improper act or practice or illegal conduct of which it becomes aware in relation to the celebration and execution of this contract.

PETROPERÚ S.A. can terminate this Contract at any time by right, by written notification to the Contractor if, supported by evidence, it considers that the Contractor has breached any of the commitments mentioned in this clause, placing PETROPERÚ S.A. in the face of a legal, patrimonial or reputational risk or that may generate administrative, civil, criminal sanctions; without prejudice to the fact that PETROPERÚ S.A. provide information to the competent authorities and initiate the pertinent legal actions, including the compensation that may be applicable".

APPENDIX N° 02INTEGRITY SYSTEM CLAUSE

The purpose of the Integrity System is to manage ethics and integrity in PETROPERÚ, assuming a commitment to the system's norms, as well as to strengthen the ethical culture based on the zero-tolerance policy against fraud, corruption and any irregular act, thus providing the guidelines to follow to develop preventive actions and detect irregular acts.

*In this sense, the CONTRACTOR / CLIENT undertakes to comply with the provisions of:
i) the PETROPERÚ Integrity Code; ii) the Corporate Anti-Fraud and Anti-Corruption Policy of PETROPERÚ S.A. and, iii) the guidelines of the Integrity System, in what is applicable to the obligations in charge.*

*The PETROPERÚ Integrity Code, the Corporate Anti-Fraud and Anti-Corruption Policy, as well as the Integrity System Guidelines are published on the PETROPERÚ portal, at the following link:
<https://www.petroperu.com.pe/buen-gobierno-corporativo/nuestro-sistema-de-integridad/>*

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**EXXONMOBIL SALES AND SUPPLY CORPORATION
GENERAL TERMS AND CONDITIONS
FOR DES PURCHASES AND SALES OF PETROLEUM PRODUCT IN BULK IN VESSELS**

Introduction

These General Terms are designed for use in transactions in which ExxonMobil Sales and Supply Corporation or any of its Affiliates is either the Seller or the Buyer of Product in bulk in vessels on a DES basis. These General Terms shall be appended to or incorporated by reference in the Special Terms. To the extent that these General Terms contradict the Special Terms or are inconsistent with them, the Special Terms shall prevail. References herein to the "Contract" shall mean the Special Terms and these General Terms.

Article 1 – Definitions

As used herein the following terms shall have the meanings respectively assigned to them:

- (a) "Accepted Date Range" means a period specified within the Special Terms within which the vessel shall tender Notice of Readiness (or NOR) at a Discharge Port, as accepted, agreed, or established pursuant to Article 7(f).
- (b) "Affiliate" means any company, partnership, joint venture, or entity controlled by, controlling or under common control with a Party hereto. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of fifty percent (50%) or more of the stock entitled to vote in the election of directors or, if there is no such stock, fifty percent (50%) or more of the owners' interest in such company, partnership, joint venture, or entity.
- (c) "DES" or "Ex Ship" means Product Delivered Ex Ship, as defined in the latest edition of Incoterms.
- (d) "Discharge Port" means any berth, dock, anchorage, sea terminal, submarine line, alongside vessel and/or lighter, whether at anchor or underway, and/or any other place at which Product is to be delivered, agreed to by the Parties.
- (e) "Discharge Terminal" means the receiving facilities for Product at a Discharge Port.
- (f) "Dollar" means the currency of the United States of America.
- (g) "LIBOR" means, as of any date of determination, the three (3) month London Interbank Offered rate for Dollars, determined at 11:00 a.m., London time, on the first day of the calendar quarter in which the date of determination occurs (or, if the first day of such calendar quarter is not a London Banking Day, the immediately preceding London Banking Day), as such rate is published by the British Bankers Association. If the British Bankers Association ceases to publish the three (3) month London Interbank Offered rate for Dollars, the Parties shall designate an alternative mechanism consistent with Eurodollar market practices for determining such rate. For purposes of this definition, a "London Banking Day" is a day on which dealings in deposits in Dollars are transacted on the London Interbank market.
- (h) "Party" means either the Buyer or the Seller, and jointly they may be referred to herein as the "Parties".
- (i) "P&I Club" means the applicable Protection and Indemnity Club.
- (j) "Product" means the petroleum product described in the Special Terms for sale and purchase hereunder.

May 5, 2006

- (k) "Special Terms" means the additional terms and any amendments to these General Terms as mutually agreed by the Parties.
- (l) "Terminal Procedures" means all procedures established or customarily practiced by the operator of a Discharge Terminal with respect to notifications, nominations, berthing, scheduling, vessel acceptance, documentation, departure, measurement, and other health, safety, environmental and operational matters.

Article 2 – Quality and Disclaimer of Warranties

The quality of each grade of Product, except as otherwise provided in the Special Terms, shall be the import quality of that grade being made available by the Seller at the time of unloading of the Product at the Discharge Terminal. **THERE ARE NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESCRIPTION OR SATISFACTORY QUALITY OF THE PRODUCT, FITNESS OR SUITABILITY OF THE PRODUCT FOR ANY PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE DESCRIPTION AND SPECIFICATIONS OF THE PRODUCT CONTAINED IN THE SPECIAL TERMS.**

Article 3 – Verification and Measurement

- (a) Subject to the provisions of this Article 3, the determination of the quantity and quality of each shipment of Product shall be at the Discharge Terminal. Where Terminal Procedures permit, the standards and practices governing these determinations, as specified in Appendix 1, shall be used, failing which, the determination of the quantity and quality of each shipment of Product shall be in accordance with Terminal Procedures.
- (b) The Parties shall appoint a mutually-acceptable, recognized, independent petroleum inspector ("Inspector"), who will be permitted access to the facilities where quantity and quality are to be determined, to measure, test, or witness and certify the quantity and quality of Product in accordance with Appendix 1 and consistent with Terminal Procedures.
- (1) The Buyer and the Seller shall equally share all reasonable charges rendered by the Inspector.
- (2) On completion of verification and measurement of the Product, the Buyer shall instruct the Inspector to (i) prepare and sign certificates stating the quantity and quality determined for the Product, (ii) furnish the Buyer and the Seller each with a copy of such certificates, and (iii) expeditiously advise in writing to the Buyer and the Seller the determined quantity and quality. The data in the certificates of quantity and quality shall, absent fraud or manifest error, be used for the invoice, subject to the Seller or the Buyer reserving the right to bring a claim in respect of quantity and/or quality in accordance with procedures described in Article 3(c).
- (3) If an Inspector fails to appear or is unable to perform his duties, delivery of Product shall proceed and the Buyer shall instruct the Discharge Terminal to perform the duties described in Article 3(b) and 3(d). The Discharge Terminal shall issue certificates subject to the Seller or the Buyer reserving the right to bring a claim in respect of quantity and/or quality in accordance with procedures described in Article 3(c).
- (c) Any claim by either Party regarding the quantity or quality of Product shall be deemed waived unless a notice of the existence of a potential claim is made in writing to the other Party no later than sixty (60) days following the date on which the vessel completes its discharge of the Product at the Discharge Terminal. All of the claimant Party's supporting documents must be forwarded to the other Party within sixty (60) days of the notice of claim, or such claim shall be deemed waived.

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- (d) If the quality claim is made within the required time bar, then both parties will mutually agree on an independent inspector and lab to test retained Discharge Port samples. Any such testing of retained samples for the purpose of establishing conformity with specification must be performed according to protocols set forth in ASTM D3244. The results of such test will be the final determination of the quality and be final and binding on both Parties.

Article 4 – Title and Risk

Delivery shall be deemed completed and title and risk shall pass at the Discharge Terminal as the Product passes the flange connection between the vessel's permanent hose connection, and the intake line of the Discharge Terminal, at which point the Seller's responsibility shall cease and the Buyer shall assume all risk of loss, damage, deterioration, or evaporation as to Product so delivered. It is expressly understood that the passage of title and risk is not conditioned on delivery of Bills of Lading.

Any loss of or damage to the Product or to any property of the Buyer or terminal operator and the consequences of oil pollution of sea water before, during or after discharging, that is caused through the fault of the Seller's vessel, as between the Parties hereto, shall be for the Seller's account.

Article 5 – Payment

- (a) The Buyer shall pay for each delivery of Product at the price set out in the Special Terms, without deduction, discount, set off or counter claim. Payment shall be made by bank wire transfer in immediately available Dollar funds to a bank account designated by the Seller. Payment is due not later than ten (10) days from the date on which the vessel completes its unloading of the Product. For purposes of determining the payment due date, the date on which the vessel completes its unloading of the Product will count as "day zero." If the payment due date is on a Saturday or New York bank holiday other than a Monday, payment shall be due on the preceding New York banking day. If the payment due date is on a Sunday or a Monday New York bank holiday, payment shall be due on the next succeeding New York banking day.

Payment for the Product on the basis of quantity and quality determined under Article 3 shall be made in full against presentation of a commercial invoice and full set of clean original Bills of Lading or the Seller's letter of indemnity. The Seller shall deliver the commercial invoice and full set of clean, original Bills of Lading (or the Seller's letter of indemnity in a form acceptable to Buyer in lieu of Bills of Lading) to the Buyer at least three (3) business days before the payment falls due.

- (1) Invoices may be provided by facsimile, or other non-electronic written communication.
 - (2) The Buyer may not delay payment because of the Seller's failure or delay to tender to the Buyer, or its designee, Bills of Lading or other shipping documentation required in the Special Terms. In the absence of Bills of Lading or any such other required documentation, the Seller shall provide the Buyer with Seller's written Letter of Indemnity (via telex, facsimile, electronic mail or other written communication). This indemnity shall remain in effect until the shorter of thirty-six (36) months or such time as the Bills of Lading or such other required documentation are presented to the Buyer.
- (b) If the Buyer fails to make payment when due, the Seller shall have the right to charge interest on any amount overdue at a rate equal to LIBOR plus two percent (2%) per annum, but no higher than the maximum rate which may legally be imposed in the circumstances and in the relevant period. This interest shall be calculated on the basis of a three hundred sixty (360) day year.
- (c) If the Seller, in its reasonable opinion, determines that the financial responsibility of the Buyer or its guarantor (if applicable) has become impaired, or that financial assurances are necessary, then the Seller may require:

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- (1) cash payment in advance; or
- (2) security in a form and amount acceptable to the Seller, including a standby letter of credit issued by a bank acceptable to the Seller;

Failure by the Buyer to provide security within the time frame specified in the Seller's notice requesting financial assurances shall be grounds for the Seller to terminate this Contract with immediate effect on written notice to the Buyer or suspend delivery (immediately upon written notice) until acceptable financial assurances are put in place. All liabilities, costs and expenses incurred by reason of the Seller's request for acceptable financial assurances in accordance with this Article shall be solely for the Buyer's account.

Article 6 – Taxes, Duties and Imposts

- (a) Subject to Article 6(c), Seller shall be liable for all taxes, duties and other such charges applicable to the Product sold hereunder upstream of the delivery point. The Buyer shall be liable for all taxes, duties and other such charges applicable to the sale and/or delivery of Product hereunder at or downstream of the delivery point including dues and other charges on the vessel and any taxes on freight. The delivery point shall be as provided for in Article 4.
- (b) Taxes, duties and other charges assessed on the Product in respect of any stage after the transfer of title as provided in Article 4 above will be borne by the Buyer.
- (c) The Buyer shall be the importer of record and shall be responsible for obtaining all import permits or similar approvals required for the import of the Product into the country of the Discharge Terminal, and for any import duties or customs fees in connection therewith.

Article 7 – Delivery and Nomination

- (a) Delivery of Product shall be made DES by the Seller to the Buyer in bulk from vessel(s) arranged by the Seller.
- (b) The vessel(s) nominated by the Seller to make delivery of the Product shall be subject to the Buyer's prior written approval. Upon the Seller's nomination, Buyer shall submit the nomination for the Discharge Terminal's acceptance and communicate the Discharge Terminal's acceptance or rejection of the nominated vessel to the Seller. With respect to any vessel nominated by Seller to make delivery of Product under this Agreement Seller makes the following representations and warranties:
 - (1) The owners of the vessel used to make delivery of such Product shall have a policy on Drug and Alcohol Abuse ("Policy") applicable to the vessel which meets or exceeds the standards in the Oil Companies International Marine Forum Guidelines for the Control of Drugs and Alcohol Onboard Ship. Under the Policy, alcohol impairment shall be defined as a blood alcohol content of 40 mg/100 ml or greater; the appropriate seafarers to be tested shall be all vessel officers and the drug/alcohol testing and screening shall include unannounced testing in addition to routine medical examinations. An objective of the Policy must be that the frequency of the unannounced testing be adequate to act as an effective abuse deterrent, and that all officers be tested at least once a year through a combined program of unannounced testing and routine medical examinations. The Seller further warrants that the Policy will remain in effect during the term of this Contract and that the Seller shall exercise due diligence to ensure that the Policy is complied with. It is understood that an actual impairment or any test finding of impairment shall not in and of itself mean the Seller has failed to exercise due diligence. Upon Buyer's request, Seller shall provide Buyer with a copy of the Policy applicable to the vessel. Absence of a Policy, or failure to deliver a copy of the Policy within a reasonable time after Buyer's request is grounds for Buyer to reject or withdraw acceptance of the vessel.

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- (2) The vessel used to make delivery of such Product shall have full and valid protection and indemnity insurance ("P&I insurance") placed with a P&I Club which is a member of the International Group of P&I Clubs. The P&I insurance must include full coverage against liability for cargo loss and/or damage and coverage against pollution liability for the maximum scope and amount available under the Rules of the relevant P&I Club.
 - (3) The vessel shall be owned by or demise chartered to a member of the International Tanker Owners Pollution Federation ("ITOPF").
 - (4) The vessel shall be fully compliant with the International Safety Management ("ISM") code and the Seller, if requested, shall provide the Buyer with a copy of the appropriate ISM documentation.
 - (5) The vessel shall have on board all certificates of financial responsibility in respect of Product pollution necessary for the required voyage, including but not limited to (i) the certificate of insurance required under the International Convention on Civil Liability for Oil Pollution Damage, and (ii) certificates of financial responsibility meeting the requirements of United States federal and/or relevant state authorities.
 - (6) In the event that the International Ship and Port Facility Security (ISPS) Code and/or the US Maritime Transportation Security Act of 2002 (either collectively or individually referred to as the "Security Regulations") are in effect at the Discharge Port, the vessel shall be in full compliance with the applicable Security Regulations in effect at the Discharge Port. Any costs arising from delays in discharging the vessel that are attributable to vessel's failure to comply with Seller's warranty, as set forth herein, shall be for the account of the Seller.
- (c) If a vessel nominated by the Seller is rejected by the Buyer, the Seller shall promptly nominate another vessel to the Buyer subject to the terms of this Article 7.
- (d) The Buyer shall exercise due diligence to provide, or cause to be provided, free of charge, a berth or berths which the vessel can safely reach and leave and at which she can lie and unload safely afloat. Notwithstanding anything contained in this or any other Article in this Contract to the contrary, the Buyer shall not be deemed to warrant the safety of any such berth or berths and shall not be liable for any loss, damage, injury or delay resulting from any unsafe condition of such berth or berths which could have been avoided by the exercise of reasonable care on the part of the Seller. The Seller shall be free of charges for the use of any wharf, dock, place or mooring facility arranged by the Buyer for the purpose of delivering Product; however, the Seller shall be responsible for charges for such berth when used solely for vessel's purposes.
- (e) The Buyer shall furnish, upon the Seller's request, all readily available information concerning restrictions at the Discharge Terminal with respect to maximum draft, length, deadweight, displacement, age, flag, and the like, Terminal Procedures relevant to vessel operations, and special or non-customary requirements of governmental authorities at the Discharge Port. The Seller shall in any event and in all circumstances be deemed to be fully familiar with such restrictions, Terminal Procedures, and requirements. The Seller shall not nominate or provide a vessel which does not conform to the Discharge Terminal restrictions, Terminal Procedures and requirements. The Seller acknowledges that Terminal Procedures and regulations of governmental authorities with jurisdiction over the Discharge Port apply to the unloading and receipt of the Product and to the Seller's vessels thereat. If the Seller's vessel does not conform to the Terminal Procedures, or to the requirements or regulations of governmental authorities or the Buyer's reasonable standards on safety, size, age of the vessel, crewing, and operations, the Buyer may refuse to berth or unload the vessel, and any delays or expenses of the Seller and the Buyer due to such non-conformance (whether the Buyer so refuses or proceeds with berthing or discharging) shall be for the Seller's account.

Despite any prior acceptance, the Buyer shall have the right to reject the vessel nomination at any time after the Buyer's initial acceptance if receipt of legitimate information demonstrable to a court of competent jurisdiction results in the vessel no longer conforming to reasonable standards on safety, environmental protection, size, navigation, crewing, and operations, provided such vessel rejection is not asserted for the purpose of commercial gain.

- (f) Accepted Date Range and vessel nomination procedures shall be promptly established to conform with Discharge Terminal Procedures, as follows:
- (1) The Seller shall propose to the Buyer date range(s) for tendering NOR (as defined in Article 8(b)) and shall also specify the approximate amount of Product to be unloaded (subject to a variation of plus or minus five percent (+/-5%) at the Seller's option) and the name of the vessel (or that it is a "to be named" vessel ("TBN")).
 - (2) If the Buyer accepts the Seller's proposed date range(s), they shall become the Accepted Date Range(s). If the Buyer rejects the Seller's proposed date ranges, the Buyer shall propose the minimum modifications to the Seller's requests required to accommodate the Buyer's or the Discharge Terminal's schedules. The Parties shall consult to agree on a mutually acceptable schedule of discharge(s) and Accepted Date Range(s).
 - (3) If the Parties fail to agree, the Buyer shall be entitled (using its reasonable discretion) to establish, upon notice to the Seller, the necessary date range(s) for deliveries hereunder, which shall be deemed to be the Accepted Date Range(s).
 - (4) No stipulation as to time of delivery whether as to the Accepted Date Range established pursuant to Article 7(f)(2) or any other period specified in the Special Terms, shall form part of the description of the Product deliverable hereunder. For the avoidance of doubt, except as set forth in this Article 7(f)(4), any breach of such a provision would not enable the Buyer to reject, or the Seller to refuse to deliver, the cargo of Product. Notwithstanding the immediately preceding sentence, and except in cases of Force Majeure, as defined in Article 9: (i) Buyer may cancel delivery of Product for the Seller's failure to deliver the cargo within ten (10) days after the end of the Accepted Date Range; and, (ii) Seller may cancel delivery of Product if Seller's vessel has tendered NOR and is waiting to unload the Product and Buyer fails to take delivery of the Product within ten (10) days after the end of the Accepted Date Range or ten (10) days after the vessel has tendered NOR, whichever is later. Any cancellation permitted by this Article 7(f)(4) will only be valid if the cancelling Party provides written notice of cancellation to the other Party. Any Party that properly exercises its right of cancellation under this Article 7(f)(4) may do so without prejudice to any other right or remedy that it may assert against the non-performing Party.
 - (5) In the event of any delay of any kind or from any cause whatsoever and provided always that the vessel is eventually discharged, any rights of the Seller against the Buyer, however the same may arise and whether or not arising under this Contract, shall be limited to any claim for the payment of demurrage as specified in Article 8.
- (g) Not later than ten (10) days prior to the first day of each Accepted Date Range: (1) the Seller shall notify the Buyer of the expected date of arrival of the vessel scheduled to deliver the Product; and (2) the Buyer shall provide written instructions regarding the making up and disposition of Bills of Lading. The Seller shall notify the Buyer of the name of any vessel previously advised as a TBN as soon as possible but in no event later than: (i) five (5) days before the start of the Accepted Date Range, or (ii) the last day for the naming of a vessel under Terminal Procedures, whichever is earlier. The Seller may thereafter substitute another vessel of similar class, type, size, capacity and position, provided all other provisions hereof are complied with and further provided

that the substitution when advised is permitted under Terminal Procedures.

- (h) Vessel shall vacate berth as soon as unloading is completed, subject to considerations of safety. Any direct loss or damage incurred by the Buyer as a result of vessel's failure to vacate berth promptly, including such as may be incurred due to resulting delay in docking the next vessel awaiting turn to load or discharge at such berth, shall be paid by the Seller to the Buyer.

Article 8- Arrival, Laytime and Demurrage

(a) VESSEL ARRIVAL NOTICES

The Seller or the vessel's master or vessel's agent shall notify the Buyer and the terminal operator at the Discharge Port of the expected hour of arrival of the nominated vessel approximately seventy-two (72), forty-eight (48) and twenty-four (24) hours before arrival.

(b) NOTICE OF READINESS

Upon arrival at customary anchorage or waiting place, Master or vessel's agent shall give the Buyer or its representative notice of readiness ("NOR") by letter, electronic mail, telex, facsimile, radio, or telephone (if radio or telephone, subsequently confirmed promptly in writing) that vessel is in all respects ready to unload cargo.

(c) COMMENCEMENT OF LAYTIME OR DEMURRAGE

If vessel arrives during the Accepted Date Range, laytime or time on demurrage shall commence upon arrival in berth or when six (6) hours have expired following the tendering of NOR, whichever occurs first. Arrival in berth shall mean the completion of mooring of vessel when discharging at a sea terminal, vessel being all fast when discharging alongside a berth, or vessel being all fast alongside the first discharging barge, lighter or other vessel. If the vessel arrives before the first day of the Accepted Date Range and tenders NOR before said date, laytime or time on demurrage shall commence at 0600 hours local time on the first day of the Accepted Date Range or upon arrival in berth, whichever occurs first. In all other cases, laytime or time on demurrage shall commence upon arrival in berth.

(d) DURATION

Laytime or, if vessel is on demurrage, time on demurrage, shall continue until all cargo hoses have been completely disconnected upon the final termination of the unloading operation. Disconnection of all cargo hoses shall be promptly effected.

(e) ALLOWED LAYTIME

The Buyer shall be allowed thirty-six (36) hours as laytime within which to complete unloading Product from the Seller's vessel.

(f) LAYTIME AND DEMURRAGE EXCLUSIONS

Time consumed due to any of the following events shall not count as laytime, or if vessel is on demurrage, as demurrage:

- (1) Due to a labor dispute, strike, go slow, work to rule, lockout, stoppage or restraint of labor involving Master, officers or crew of vessel or tugboats or pilots;
- (2) Due to overflow, breakdown, inefficiency, repairs, or any other conditions whatsoever attributable to vessel, including inability to unload the cargo within the time allowed and/or failure to meet vessel warranties stipulated in Article 7;
- (3) In ballasting or deballasting, lining up and/or draining of pumps and/or pipelines, cleaning of tanks, pumps, pipelines, bunkering or for any other purposes of the vessel only, unless same is carried out concurrent with unloading so that no loss of time is involved;

- (4) Due to an escape or discharge of Product or the threat of an escape or discharge of Product on or from vessel. (The phrase "threat of an escape or discharge of Product" shall for the purposes of this Paragraph mean a grave and imminent danger of the escape or discharge of Product which, if it occurred, would create a serious danger of pollution damage);
- (5) On an inward passage, including, but not limited to, awaiting daylight, tide, tugs or pilot, and moving from anchorage or other waiting place, even if lightering has taken place at the anchorage or other waiting place, until vessel's arrival in berth;
- (6) Due to port authority prohibiting unloading, or vessel refusing to unload; or
- (7) By reason of local law or regulations, action or inaction by local authorities (including, but not limited to, Coast Guard, Naval, Customs, Immigration or Health authorities), with the exception, however, of port closure due to weather and/or sea conditions.

(g) DEMURRAGE

- (1) The Buyer shall be liable for demurrage costs for time on demurrage to the extent that the time period between commencement and termination of laytime, or if vessel is on demurrage, time on demurrage less any exclusions, as defined in Article 8(f), exceeds the allowed laytime provided for in this Contract. Except as provided in Article 8(h), the Buyer's liability for demurrage shall be absolute and shall not, in any case, be subject to the provisions of Article 9. The appropriate rate of demurrage to be paid by the Buyer shall be:
 - (i) the rate, if any, specified in the Special Terms; or if such rate is not specified
 - (ii) the applicable charter party rate.
- (2) Absent such rates, the demurrage rate shall be determined by using the Worldscale base demurrage rate for a vessel of the same type and carrying capacity, carrying the same category of Product, adjusted by applying as a percentage, the Worldscale AFRA Monthly Assessment rate for the month the vessel commences discharging. Should the Buyer present a performing vessel with a capacity significantly greater than the cargo tonnage agreed demurrage will be calculated at the Worldscale rate corresponding to the said tonnage agreed plus five percent (+5%) constant for fuels. Such base demurrage rate shall be adjusted by applying as a percentage, the Worldscale AFRA Monthly Assessment rate for the month the vessel commences discharging.

(h) HALF RATE DEMURRAGE

If demurrage is incurred and the vessel has been delayed in berthing or unloading (hereinafter in this Paragraph called "Delay") due to: weather and/or sea conditions; fire; explosion; strike, picketing, lockout, slowdown, stoppage or restraint of labor; or breakdown of machinery or equipment, in or about the facilities of the Discharge Terminal, (hereinafter separately and jointly called "Listed Conditions"), be the Delay prior to or after the expiration of laytime, that span of time on demurrage equal to the period or periods of Delay as described shall be paid at half of the demurrage rate. If, during a period of Delay, Listed Conditions co-existed, along with any other conditions that would otherwise count as laytime or if the vessel is on demurrage, as demurrage, the Listed Conditions shall conclusively be deemed to be sole cause of the Delay, either if they caused the Delay independently of the other conditions or could have caused the Delay if the other conditions had not so co-existed. Weather and/or sea conditions shall include, but not be limited to, lightning, restricted visibility (the term "restricted visibility" shall mean any condition in which visibility is restricted by fog, mist, falling snow, heavy rainstorms, sandstorms and any other similar causes), storm, wind, waves and/or swells.

(i) VESSEL SHIFTING

Buyer shall have the right to shift Seller's vessel from one berth to another, subject to Buyer's payment of all towage and pilotage charges for shifting to next berth, charges for running lines on arrival at and leaving that berth, wharfage and dockage charges at that berth, additional agency charges and expenses, Customs overtime and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth, except as hereinafter provided, and time consumed on account of shifting shall count as used laytime (or time on demurrage). If it is necessary to shift the vessel off the berth because of breakdown of machinery or other deficiency of the vessel or its crew, the resulting expenses shall be for the vessel's account, the time consumed shall not count as used laytime (or time on demurrage), and the vessel shall lose its regular turn in berth. When the vessel is ready to continue discharging, it shall so advise and await its turn to discharge in accordance with Terminal Procedures, and laytime (or time on demurrage) shall recommence when the vessel is all fast.

(j) DEMURRAGE CLAIMS

Any demurrage claim under this Contract is conditional on notice being given to the Buyer in writing, with all supporting documentation (including but not limited to the notice of readiness, statement of facts, relevant notes of protest and charter party recapitulation telex), within ninety (90) days after completion of discharging, failing which the Seller is deemed to have waived the claim. Demurrage for which the Buyer is liable shall be paid promptly.

(k) DEMURRAGE LIABILITY LIMITATION

Notwithstanding the provisions of Articles 8(g) and 8(h) of this Agreement, the Buyer's liability for demurrage under this Agreement will not exceed the amount of demurrage actually paid to the vessel.

Article 9 – Force Majeure and Exceptions

- (a) Force Majeure is an occurrence beyond the control and without the fault or negligence of the Party affected and which said Party is unable to prevent or provide against by the exercise of reasonable diligence. Force Majeure includes, but is not limited to compliance with legislation, acts, rules, orders, regulations, directives or requests of any federal, state, local, or military authority, or by any authority created by or pursuant to government act (such as the International Energy Agency), or by any person purporting to act therefor, or insurrections, wars, rebellions, riots, embargoes, strikes or other labor difficulties, fires, explosions, floods, or actions of the elements, acts of God, disruption or breakdown of production, loading or transportation facilities (including any failure or delay by a third party carrier to accept Product or effectuate delivery). Except for the obligation to pay demurrage at half the demurrage rate in accordance with Article 8(h), as applicable, neither Party shall be liable for loss or damage, including indirect or consequential damages, or for prospective loss of profits, breach, delay or non-performance to the extent that such loss, damage, failure or delay is caused by an event of Force Majeure.
- (b) If, for any reason beyond the control of the Seller, the Seller is unable to obtain sufficient quantities of Product at the Loading Terminal, and, as a result, the Seller is unable to fulfill its obligations, the Seller shall be entitled to allocate its available supplies of Product at the Discharge Terminal in its absolute discretion.
- (c) The Seller shall not be obliged to purchase additional supplies of Product or to make up deliveries omitted during the period of disruption, nor shall the term of this Contract be extended due to the causes set forth above.
- (d) A Party affected by events described in Article 9(a) or 9(b) shall give prompt notice to the other Party, describing in sufficient detail the events and the estimated scope of disability. In the event of a material delay caused by events in Article 9(a), either Party shall be entitled to terminate this Contract with regard to deliveries of Product which have not yet been delivered by giving the other Party notice of termination within two days of receipt of notice of delay. In the event of an allocation of Product described in Article 9(b), Buyer

shall be entitled to cancel the cargo of Product by giving the Seller notice of cancellation within two days of receipt of the notice of allocation.

- (e) Notwithstanding the foregoing, any Party, which is a government oil company or other agency or entity controlled by the government, shall not be entitled to invoke any action, order, decree, rule, regulation, or directive of such government as Force Majeure in order to relieve itself of any obligation under this Contract.
- (f) Nothing contained in this Article 9 shall: (i) relieve the Buyer of its obligations to pay for Product delivered by the Seller, or (ii) affect the rights and liabilities of the Buyer and the Seller with respect to laytime and demurrage described in Article 8.

Article 10 – Governing Law and Submission to Jurisdiction

- (a) The Contract shall be construed and interpreted under the laws of the State of New York without regard to its conflicts of law principles.
- (b) Except as otherwise provided herein, each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if such court does not have jurisdiction or shall not accept jurisdiction, to any court of general jurisdiction in and for the County of New York in the State of New York for the resolution and determination of any dispute between the Parties relating to the construction, meaning or effect of this Contract, or the rights and liabilities of the Parties hereunder, or any matter arising therefrom or connected therewith. Each of the Parties hereby irrevocably waives actual personal service of process in connection with any action initiated in any court to whose jurisdiction the Parties have by contract submitted, and agrees to accept, in lieu of such personal service, written notice of such action given by hand delivery or by certified or registered pre-paid mail (provided that notice shall also be given by telex, facsimile, or other written communication that such mailed notice has been sent, no later than the second day following the date of mailing) to its address as set out in the Special Terms or otherwise notified pursuant to this Contract, or to its principal place of business, and addressed to the Party in question, provided that either Party may cause service of process to be effected in any other lawful manner rather than by use of the aforesaid procedure.
- (c) Neither Party shall be precluded from pursuing arrest, attachment and/or conservatory, interlocutory or interim actions in any court or in any jurisdiction.
- (d) The United Nations Convention on Contracts for the International Sale of Goods 1980 shall not apply to this Contract.
- (e) The latest edition of Incoterms shall apply to this Contract. In the event of any conflict between the latest edition of Incoterms and this Contract, the terms of this Contract shall prevail.
- (f) Each Party hereto warrants that it has entered into this Contract in a commercial capacity. To the extent the Buyer or the Seller has or may acquire any immunity from jurisdiction for themselves or their property in any court/arbitration proceeding relating to this Contract, the Buyer or the Seller irrevocably waives such immunity with respect to its obligations under this Contract and agrees that it shall not raise the defense of sovereign immunity. This waiver and agreement are intended to be effective in any jurisdiction in which any such court/arbitration proceeding under this Contract may be commenced. This waiver and agreement is not effective with respect to any person other than the Parties and their successors and permitted assignees acting under the specific circumstances contemplated in this Article.
- (g) Should any provisions hereof be finally determined to be inconsistent with or contrary to applicable law, such provisions shall be deemed amended or omitted to conform therewith without affecting any other provisions or the validity of this Contract.

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Article 11 – New or Changed Regulations

The Seller and Buyer enter this Contract relying upon (1) the laws and regulations in effect on the effective date of this Contract, and (2) agreements, arrangements and concessions entered into with the government, agencies or governmental instrumentalities in effect on such date (collectively referred to as "Regulations"). If at any time during the term of this Contract, any Regulations are changed and the change has a material adverse economic effect on the Seller or the Buyer under this Contract and such change is not addressed by any other provision of this Contract, then either Party at its option may provide written notice to the other Party of adjusted Contract terms to reflect the change(s), listing the reason(s) for such change(s). If the Parties fail to agree to new terms within fifteen (15) days of the notice, either Party may terminate the Contract without liability. Any deliveries made during the fifteen (15) day period shall be at the originally agreed terms and price adjusted to include the increase under this Article.

Article 12 – Termination

Seller or Buyer shall have the right to terminate this Contract in the event of a material breach (including, without limitation, anticipatory breach) by the other Party of any of its terms, but without prejudice to the rights of either party accrued under this Contract (including without limitation the right of either Party to damages arising from such breach or prior breaches hereof). Seller shall have the right to terminate this Contract if the Buyer fails to make payments as they fall due under the terms of the Contract.

Article 13 – Limitation of Liability

NEITHER PARTY SHALL BE LIABLE IN CONTRACT, TORT OR OTHERWISE, FOR LOSS OF PROSPECTIVE PROFITS OR FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES IN RELATION TO PERFORMANCE OR NON-PERFORMANCE UNDER THIS CONTRACT.

Article 14 – Waiver

The delay or failure on the part of either Party to insist, in any one instance or more, upon strict performance of any of the terms or conditions of this Contract, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect. All rights and remedies are cumulative.

Article 15 – Assignment

The ExxonMobil Party may, upon written notice to the other Party but without its consent, assign all or any portion of its rights and benefits hereunder or transfer all or any portion of its obligations hereunder to an Affiliate. The Affiliate receiving such an assignment or transfer shall thereafter be solely liable for the performance of the obligations hereunder. When requested by the ExxonMobil Party, the other Party shall promptly execute any and all documentation required by the ExxonMobil Party to perfect a novation of the Contract under the applicable law.

Except for the foregoing, this Contract shall not be assigned in whole or in part by either Party without the written consent of the other Party, such consent not to be unreasonably withheld. Further, unless otherwise provided in such consent, the assignor shall be jointly and severally held responsible with the assignee for the full performance of the assignor's obligations towards the other Party.

Article 16 – Amendments

All amendments, modifications or waivers of this Contract shall be effected or become effective only in a writing signed by the Parties or by an exchange of emails or facsimiles wherein both Parties agree to the amendment,

modification or waiver.

Article 17 – Entire Agreement

This Contract sets forth the entire understanding and agreement between the Parties as to matters covered herein and supersedes any prior understanding, agreement, or statement (written or oral) of intent among the Parties with respect to the subject matter hereof.

Article 18 – Third Party Rights

This Contract is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the Parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.

Article 19 - United States Laws

Notwithstanding any other provision in this agreement or any other document, neither this Contract nor any other document shall constitute an agreement by either Party to take any action or refrain from taking any action that is in conflict with, penalized under, or compliance with which is prohibited by, United States laws or regulations.

Article 20 – Notices

All notices, requests, demands and other communications that are required or may be given under this Contract shall be in writing and shall be deemed to have been duly given: (a) when received, if personally delivered; (b) when transmitted, if transmitted by telex, facsimile or electronic mail, subject to the sender's machine receiving the correct answerback of the addressee or confirmation of uninterrupted transmission by a transmission report or the recipient confirming by telephone to the sender that the recipient has received the message; and (c) upon receipt, if sent by certified or registered mail, return receipt requested or if sent by a recognized overnight delivery service; provided, that a notice given in accordance with this Article but received on a non-working day or after business hours in the place of receipt shall be deemed to be given on the next working day in that place. In each case notice shall be sent to the exact corresponding address set out in the Special Terms, unless changed by further notice given pursuant to this Article 20. In any case in which a Party is required or permitted to respond to a notice hereunder within a specified period, such period shall run from the date on which the notice was deemed received as above provided, and the response shall be considered timely given if deemed given as above provided by the last day of such period.

Appendix 1. CUSTODY TRANSFER DETAILS

Quantity Units, Measurement and Sampling

1. Quantity Units to be used are:
 - (a) Total Calculated Volume - Total Calculated Barrels (and/or cubic meters where indicated by local custom) measured at Sixty Degrees Fahrenheit (60 Deg F.) or Barrels (and/or cubic meters where indicated by local custom) at Fifteen Degrees Centigrade (15 Deg C.) as otherwise defined in API's Manual of Petroleum Measurement Standards (MPMS) Chapter 1, with all corrections for temperature based on ASTM D1250-80 or equivalent tables; and
 - (b) Weight - Metric tonnes and long tons, with all weights expressed "in air" and "in vacuum" in accordance with ASTM-IP Petroleum Measurement Tables (IP200 or equivalent).
2. Measurement Procedures to determine quantity shall be performed subject to Terminal Procedures in the following order of preference:
 - (a) Meter readings, in accordance with API MPMS Chapter 5, with meters proved according to API MPMS Chapter 4; or
 - (b) Manual, or Verifiable Automatic, shore tank measurements in accordance with API MPMS Chapter 3; or
 - (c) Vessel Ullage adjusted for the vessel's load port experience factor calculated in accordance with API MPMS Chapter 17.
3. Sampling Procedures for the determination of quality shall be performed subject to Terminal Procedures in the following order of preference:
 - (a) Automatic, Flow-proportional, In-line Device in accordance with API MPMS Chapter 8.2; or
 - (b) Weighted, Volumetric Composite of representative samples taken manually from the Seller's vessel tanks prior to discharging in accordance with API MPMS Chapters 8.1 and 17; or
 - (c) Weighted, Volumetric Composite of representative samples taken manually from the Buyer's shore Tanks, in accordance with API MPMS Chapters 8.1 and 17.
4. Sample Retention - The Buyer shall arrange for samples obtained in accordance with Clause 3 above, to be retained at the Discharge Port for at least ninety (90) days from Bill of Lading date of the Product.

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PAYMENT TERMS: OPTION A. IF LETTER OF CREDIT ISSUED BY SUMITOMO, ISSUANCE COSTS ON BEHALF OF VALERO.

		DIFFERENTIAL (US\$/BBL) - PAYMENT TERMS 30 DAYS AFTER NOR		COST FOR AN ADDITIONAL PORT (US\$/BBL)	COST FOR TWO ADDITIONAL PORTS (US\$/BBL)	
CARGO NO	DELIVERY WINDOW	DAP MOLLEND				
		GASOLINE RON 90	GASOLINE RON 84	MOLLEND/TALARA/CALLAO	ALL PORTS IN TENDER	ALL PORTS IN TENDER
1	FEB 24TH / 28 TH, 2022	1.54	-1.84	0.60	1.0	1.0

CARGO NO	DELIVERY WINDOW	DIFFERENTIAL (US\$/BBL) - PAYMENT TERMS 30 DAP CONCHAN		COST FOR AN ADDITIONAL PORT (US\$/BBL)
		CRACKED NAPHTHA (RON 92)	HOGBS (RON 97.5)	
2	FEB 25TH / MAR 01 ST, 2022	2.13	2.31	0.40
3	MAR 01 ST / 30TH, 2022	0.08	0.79	0.40
4	FEB 25TH / MAR 01 ST, 2024	0.08	0.79	0.40

BIDDER MUST INDICATE THE COST FOR SECOND ENTRY IN PERUVIAN PORT (US\$/BBL)

320 KB

0.60

IF PETROPERU ELECTS ALTERNATIVE 2 PRICING (US\$/BBL)

320 KB

-0.95

IF PETROPERU ELECTS ALTERNATIVE 3 PRICING, DEEM DATES TO BE MUTUALLY AGREED WITH VALERO.

BIDDER MUST INDICATE THE COST FOR EACH ADDITIONAL 30 DAYS OF PAYMENT AFTER NOR DATE (US\$/BBL) UP TO A MAXIMUM OF 60 OR 90 OR 120 OR 150 OR 180 DAYS

DAYS	US\$ / BBL
30 TO 60	0.08
30 TO 90	0.17
30 TO 120	0.25
30 TO 150	0.34
30 TO 180	0.42

DISCOUNT, IF PETROPERU S.A. NOTIFIES 50 OR 60 CALENDAR DAYS PRIOR TO THE FIRST WINDOW DAY OF THE CORRESPONDING 5-DAY DELIVERY WINDOW

DAYS	US\$/BBL
60	0
50	0

ExxonMobil offer to Tender 003-2022

Radcliffe, Jared Wiley <jared.w.radcliffe@exxonmobil.com>

Mar 18/01/2022, 10:35

Para: Tenders Petroperu <tenderspetroperu@petroperu.com.pe>

2 archivos adjuntos (558 KB)

GTC - Ex Ship - 050506.pdf; TENDER_003-2022.pdf

DOCUMENTO VISADO
ACTO PUBLICO
RULBIVELA VELASQUEZ
ABOGADA - NOTARIA DE LIMA

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No suele recibir correo electrónico de jared.w.radcliffe@exxonmobil.com. Por que esto es importante

In response to PETROPERÚ Tender 003-2022, pls see our offer below:

Seller: ExxonMobil Sales and Supply LLC (EMSS)

Buyer: PETROPERÚ, S.A

Quality: Meeting Petroperú, S.A specifications appended to and identified in the tender 003-2022 with the following modifications: Color will be undyed and oxy content non detect.

Quantity: 3 Cargoes (Offer is valid only as a package for Cargo 2 + Cargo 3 + Cargo 4)

Title and Risk of Loss: Delivery of the product shall be DAP (Incoterms 2010); provided, however, that title to Product and risk of loss shall pass to Buyer immediately upon entering Peruvian territorial waters

Delivery Windows and Disports: See table below. North to South or South to North Rotation, if Rotation broken then interim port clause to apply.

Laytime: 36 + 6 hrs

Vessel: Vessel acceptance to Buyer, acceptance not unreasonably withheld.

Lightering: In the event that it becomes necessary to lighter the vessel on arrival, terms of lightering must be agreed by Seller and lightering vessels must be acceptable to Seller, such acceptance not unreasonably withheld.

NOR Date: When vessel tenders NOR at 1st disport (if in contractual window); If vessel arrives early, then NOR date will be considered 1st day of contractual window.

Quality and Quantity Measurement: Quality will be based on ship composite at disport. Quantity based on vessel figures at discharge with VEF applied.

Inspection: Mutually agreed and split 50/50 for testing at discharge port. Tests done at load port are for seller's account.

Pricing window: ALTERNATIVE 3 ONLY (Mutually agreed deem dates)

Payment Terms: NOR + 30 days. Open Line Credit

Law: New York Law

General Terms and Conditions: Petroperu GTCs

Penalties: EMSS does not accept exposure to consequential damages, loss of profits, or any other type of damages.

Laytime and Demurrage: per Petroperu GTC's

All other terms and conditions not specifically referenced here or covered by GTCs will be as per tender. For all conditions not covered, ExxonMobil Sales & Supply Ex-Ship GTCs (attached) will apply.

CARGO N	DELIVERY WINDOW	DIFFERENTIALS (US\$/BBL) - PAYMENT TERM 30 DAYS AFTER NOR		COST FOR AN ADDITIONAL PORT (US\$/BBL)	COST FOR TWO ADDITIONAL PORTS (US\$/BBL)	
		DAP MOLLENDU			CONCHAN/TALARA	CALLU/TALARA
		GASOLINE RON 90	GASOLINE RON 84	TALARA		
1	FEBRUARY 14th / 26th 2022	N/A	N/A	N/A	N/A	N/A

CARGO N	DELIVERY WINDOW	DIFFERENTIALS (US\$/BBL) - PAYMENT TERM 30 DAYS AFTER NOR		COST FOR AN ADDITIONAL PORT (US\$/BBL)
		DAP CONCHAN		
		GASOLINE RON 92	GASOLINE RON 97.5	TALARA
2	FEBRUARY 25th / MARCH 1st 2022	4.24	5.46	0.55
3	MARCH 1st / 30th 2022	4.03	4.41	0.55
4	MARCH 15th / APRIL 13th 2022	3.19	3.57	0.55

BIDDER MUST INDICATE THE COST FOR SECOND ENTRY IN PERUVIAN PORT (US\$/BBL)

0.55

BIDDER MUST INDICATE THE COST FOR EACH ADDITIONAL 30 DAYS OF PAYMENT AFTER NOR DATE (US\$/BBL) UP TO A MAXIMUM OF 60 OR 90 OR 120 OR 150 OR 180 DAYS

DAYS	US\$/BBL
30 to 60	N/A
30 to 90	N/A
30 to 120	N/A
30 to 150	N/A
30 to 180	N/A

DISCOUNT, IF PETROPERU S.A. NOTIFIES 50 TO 60 CALENDAR DAYS PRIOR TO THE FIRST WINDOW DAY OF THE CORRESPONDING 5-DAY DELIVERY WINDOW

DAYS	US\$/BBL
50	0.10
60	0.10

Regards,

Jared Radcliffe

Gasoline Trader

ExxonMobil Fuels & Lubricants Company
22777 Springwoods Village Parkway, E3.2B.335
Spring, TX 77389
832.625.0162 Tel
346.280.4344 Mobile

DOCUMENTO VISADO
ACTO PUBLICO
RULBI VELA VELASQUEZ
ABOGADA - NOTARIA DE LIMA

