



GDCH-0081-2022

JANUARY 20TH, 2022

VALERO MARKETING & SUPPLY CO.

ATTN.: JUAN CAMILO ROMERO / TIM PLANK

REF. PETROPERU S.A. TENDER INVITATION GDCH-JCEH-0005-2022/TENDER-003-2022 DATED JANUARY 11TH, 2022, OUR LETTER JCEH-0006-2022 DATED JANUARY 13TH, 2022, YOUR OFFER DATED JANUARY 18TH, 2022 AND OUR/YOUR EMAILS DATED JANUARY 18TH, 2022.

WE ARE PLEASED TO INFORM VALERO MARKETING & SUPPLY CO. THAT PETROPERU S.A. HAS AWARDED VALERO MARKETING & SUPPLY CO. THE 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 7.

2. QUANTITY, DISPORTS AND DELIVERY DATE- DAP PURCHASE:

FOUR (04) CARGOES, ACCORDING TO THE FOLLOWING CHART:

CARGO N°	DELIVERY WINDOW	VOLUME KB (+/-5%)		DELIVERY PORTS
		GASOLINE RON 90	GASOLINE RON 84	
1	FEBRUARY 24 TH /26 TH , 2022	200	120	MOLLENDO/TALARA OR MOLLENDO/CONCHAN/TALARA OR MOLLENDO/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
3	MARCH 01 TH /30 TH , 2022	230-280	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 +0%/ -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 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".

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. PRICE AND PRICING PERIOD:

➤ PRICES:

✓ 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 RENAWABLE 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 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 MOLLENDO			TALARA	CONCHAN/TALARA
		GASOLINE RON 90	GASOLINE RON 84			
1	FEBRUARY 24 TH /28 TH , 2022	1.54	-1.84	0.40	0.80	0.80

CARGO N°	DELIVERY WINDOW	DIFFERENTIALS (US\$/BBL) - PAYMENT TERM 30 DAYS AFTER NOR		COST FOR AN ADDITIONAL PORT (US\$/BBL)
		DAP CONCHAN		
		CRACKED NAPHTHA (RON 92)	HOGBS (RON 97.5)	TALARA
2	FEBRUARY 25 TH /MARCH 01 ST , 2022	2.13	2.31	0.40
3	MARCH 01 TH /30 TH , 2022	0.08	0.79	0.40
4	MARCH 15 TH /APRIL 13 TH , 2022	0.08	0.79	0.40

COST FOR SECOND ENTRY IN PERUVIAN PORT (US\$/BBL)

320 KB

0.40

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

IF PETROPERU ELECTS THIS ALTERNATIVE, A DISCOUNT OF 0.95 US\$/BBL WILL BE APPLIED.



ALTERNATIVE 3: DEEM PRICE

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

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.

5. PAYMENT TERMS:

AS PER ITEM 10 (PAYMENT TERMS) **OPTION A (LETTER OF CREDIT)** OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR INTERNATIONAL TRADE OPERATIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS.

30 DAYS AFTER NOR

PETROPERU S.A TO ISSUE A LC BY SUMITOMO BANKING AND THE COST ASSOCIATED TO LETTER OF CREDIT ON BEHALF OF VALERO MARKETING & SUPPLY CO.

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.

6. DOCUMENTATION REQUIREMENTS:

VALERO MARKETING & SUPPLY CO. 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 NOTE

- 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 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.

7. 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				
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, 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 aniline.				
In addition, the use of additives containing Ferrocene, Phosphorus, Si, Cu, Na, or Zn is not allow ed.				

- **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
ANTI-KNOCK				
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
ANTI-KNOCK				
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.				



8. MEASUREMENT / INSPECTION:

VALERO MARKETING & SUPPLY CO. MUST SEND PETROPERU S.A. THE QUALITY OF THE PRODUCT FIVE (05) DAYS BEFORE DE DISCHARGE OF THE PRODUCT (ALL SPECIFICATIONS DETAIL IN ITEM N° 07), THE QUALITY WILL BE DETERMINED BY THE INDEPENDENT INSPECTOR OF RECORD, THIS COST IS ASSUME BY SELLER.

FOR THE DISCHARGE OF THE CARGO, 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. QUANTITY SHALL BE BASED ON VESSEL FIGURES AT DISCHARGE PORT WITH VEF APPLIED, AS CERTIFIED BY THE INDEPENDENT INSPECTOR OF RECORD.

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

9. 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)

10. 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).

11. **LAYTIME:** 36 + 6 HRS.

12. 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 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.

13. **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).
14. **PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, CORRUPTION AND BRIBERY FELONIES:** AS PER APPENDIX N° 01.
15. **INTEGRITY SYSTEM CLAUSE:** AS PER APPENDIX N° 02.
16. **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)
17. **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).
18. **IMPORTANT NOTES:**
 - A) ANY INFORMATION GIVEN BY VALERO MARKETING & SUPPLY CO. AFTER AWARD THAT MODIFIES THE CONDITIONS OF THE INVITATION AND/OR THIS AWARD WILL BE CONSIDERED A MATERIAL UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION, PETROPERU S.A. WILL CANCEL THE CONTRACT AND REQUIRE AN INDEMNITY FROM VALERO MARKETING & SUPPLY CO. FOR ANY AND ALL COSTS, DAMAGES, OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF VALERO MARKETING & SUPPLY CO. FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU S.A. WILL EXCLUDE VALERO MARKETING & SUPPLY CO. FROM OUR TENDER LIST.
 - B) PETROPERU S.A. REQUIRES THAT VALERO MARKETING & SUPPLY CO. PERFORMS ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY; OTHERWISE PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND VALERO MARKETING & SUPPLY CO. AND REQUIRE AN INDEMNITY FROM VALERO MARKETING & SUPPLY CO. FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF VALERO MARKETING & SUPPLY CO. FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS.
 - C) IF VALERO MARKETING AND SUPPLY CO. 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 18A OF THE INVITATION.



19. THE CONTRACT WILL BE INTEGRATED BY OUR PETROPERU S.A. TENDER INVITATION GDCH-JCEH-0005-2022/TENDER-003-2022 DATED JANUARY 11TH, 2022, OUR LETTER JCEH-0006-2022 DATED JANUARY 13TH, 2022, YOUR OFFER DATED JANUARY 18TH, 2022, OUR/YOUR EMAILS DATED JANUARY 18TH, 2022, THIS 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 2017). IT WILL NOT BE ACCEPTED ANY OTHER DOCUMENT OR AGREEMENT.

PLEASE ACKNOWLEDGE RECEIPT OF THIS AWARD BY E-MAIL.

BEST REGARDS,

**ROGER LIY LION
MANAGER
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° 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/>