



GDCH-0066-2022  
JANUARY 18<sup>TH</sup>, 2021

PETROCHINA INTERNATIONAL (AMERICA) INC.  
MR. JUAN CARLOS TALI

REF: PETROPERU S.A. TENDER INVITATION GDCH-JCEH-0004-2022/TENDER-004-2022 DATED JANUARY 10<sup>TH</sup>, 2022, YOUR OFFER DATED JANUARY 14<sup>TH</sup>, 2022 AND OUR/YOUR CLARIFICATION EMAILS DATED JANUARY 14<sup>TH</sup>, 2022.

WE ARE PLEASED TO INFORM PETROCHINA INTERNATIONAL (AMERICA) INC. THAT PETROPERU S.A. HAS AWARDED PETROCHINA INTERNATIONAL (AMERICA) INC. THE FOLLOWING CFR PURCHASE:

1. PRODUCT AND QUANTITY:

ONE CARGO OF 360 KB +/- 5% (AT SELLER'S OPTION) OF NAPO CRUDE OIL.

2. SELLER:

PETROCHINA INTERNATIONAL (AMERICA) INC.

3. COUNTRY OF ORIGIN:

TYPE OF CRUDE OIL	COUNTRY OF ORIGIN
NAPO	ECUADOR

4. TYPE OF SALE:

CFR BAYÓVAR/TALARA OR CONCHÁN/TALARA OR BAYÓVAR/CONCHÁN/TALARA OR CONCHÁN/BAYÓVAR/TALARA (PETROPERU'S OPTION), PERU

5. DISPORTS AND DELIVERY DATE:

THIS PURCHASE IS FOR TWO PERUVIAN PORTS: BAYÓVAR/TALARA OR CONCHÁN/TALARA OR BAYÓVAR/CONCHÁN/TALARA OR CONCHÁN/BAYÓVAR/TALARA (AT PETROPERU'S OPTION), DURING MARCH 27<sup>TH</sup>/ APRIL 05<sup>TH</sup>, 2022.

- THE DELIVERY WINDOW WILL BE NARROWED TO A 3-DAY WINDOW AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST LAYCAN DAY.
- PETROPERU WILL NOTIFY THE DISCHARGE PORT(S) EIGHT (08) DAYS BEFORE THE FIRST DAY OF THE FIVE (05) DAYS DELIVERY WINDOW.
- PETROPERU COULD ADVANCE OR DELAY THE DELIVERY WINDOWS AND CHANGE PORTS DESTINATION, BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.
- IN SPECIAL CIRCUMSTANCES, THIS TERM COULD BE SHORTER BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.
- THIS CARGO WILL BE NOT EXCLUSIVELY FOR PETROPERU S.A. THIS MEANS THAT WINNER COULD LOAD IN THE SAME VESSEL ADDITIONAL VOLUME FOR OTHER CONSIGNEE IN PERU.
- DUE OPERATIVE REASONS OR LOADING PORT PROCEDURES, ACTIVE SHORE TANKS COULD BE USED FOR SELLER TO DELIVER THE PRODUCT. THAT MEANS, FIGURES OF BILL OF LADING MUST BE DETERMINATED BY VESSEL'S TANKS ULLAGES AFTER APPLYING THE CORRESPONDING EXPERIENCE FACTOR (VEF).
- IN CASE THE VESSEL DOES NOT HAVE EXPERIENCE FACTOR (VEF), THE FIGURES OF BILL OF LADING MUST BE DETERMINATED BY VESSEL'S TANKS.

6. 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° 04: 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.

**7. PRICE:**

**NAPO CRUDE OIL**

THE CFR PRICE WILL BE DETERMINED UPON THE AVERAGE OF THE MEAN POSTINGS AS PUBLISHED BY PLATTS CRUDE OIL MARKETWIRE FOR + **ICE BRENT (DATA CODE: ICLL001)** + CONVERTED TO US DOLLARS PER BARREL IN EFFECT ON THE DAY OF BILL OF LADING, THE TWO PUBLICATIONS IMMEDIATELY BEFORE THE BILL OF LADING AND THE TWO PUBLICATIONS IMMEDIATELY AFTER THE BILL OF LADING (2-1-2) PLUS THE FOLLOWING DIFFERENTIAL:

N° CARGOES	DELIVERY WINDOW	PRODUCT	VOLUME (BBL)	PORTS	DIFFERENTIAL - PAYMENT 30 DAYS AFTER NOR (US\$/BBL)	SECOND ENTRY	MARKER	PRICING
1	MARCH 27 <sup>TH</sup> / APRIL 05 <sup>TH</sup> , 2022	NAPO CRUDE OIL	360,000 +/- 5%	BAYÓVAR /TALARA	-5.55	0.65 US\$/Bbl.	ICE BRENT (DATA CODE: ICLL001)	5 QUOTATIONS AROUND B/L
				CONCHÁN /TALARA	-5.55			
				BAYÓVAR/CONCHÁN/TALARA	-5.25			
				CONCHÁN/BAYÓVAR/TALARA	-5.25			

IN THE EVENT THE BILL OF LADING DATE FALLS ON A DAY WHEN PLATT'S IS NOT PUBLISHED, THEN FOR PRICING PURPOSES ONLY THE PRICE WILL BE CALCULATED UTILIZING THE THREE EFFECTIVE PUBLISHED PRICE QUOTES IMMEDIATELY BEFORE THE BILL OF LADING DATE AND TWO EFFECTIVE PUBLISHED PRICE QUOTE IMMEDIATELY AFTER THE BILL OF LADING DATE (3-0-2). FIVE SEPARATE EFFECTIVE PUBLISHED PRICE QUOTES SHALL ALWAYS BE USED.

**8. PAYMENT TERMS:**

OPEN LINE CREDIT. TRANSFER 30 DAYS AFTER NOR.

**9. QUALITY OF CRUDE OIL: NORMAL QUALITY FOR EXPORT OF NAPO CRUDE OIL.**

HEATING THE CRUDE OIL ON THE VESSEL. THE VESSEL WILL DETERMINE THE LEVEL OF HEATING OF CRUDE OIL.

AT THE MOMENT TO DISCHARGE THE CRUDE OIL, THE SELLER MUST GUARANTEE A MINIMUM TEMPERATURE OF 120 DEG F.

**10. REQUIRED DOCUMENTATION:**

AS PER ITEM 08 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) PETROPERU WILL NOT BE RESPONSIBLE FOR ANY DEMURRAGE ORIGINATED BY THE UNFULFILLMENT OF THE DOCUMENTATION REQUIREMENTS.



**11. INSPECTION:**

AS PER ITEM 03 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-OPERATING CONDITIONS). EXPENSES WILL BE EQUALLY SHARED BETWEEN SELLER AND BUYER.

**12. VESSEL NOMINATION AND DISCHARGE/LOADING PROCEDURES:**

PETROCHINA INTERNATIONAL 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 (REVISION OF 2017)

IMPORTANT NOTE: NOMINATION OF MARINE AGENTS FOR ANY VESSEL IS A FULL RESPONSIBILITY OF THE WINNER OF THE CARGO.

SHIP FOR THE CARGO TO BE NOMINATED BY SELLER HAS TO BE CLASSIFIED BY ANY QUALIFIED SOCIETY MEMBERS OF INTERNATIONAL ASSOCIATION OF CLASSIFICATION SOCIETIES (IACS). IF SHIP NOMINATED BY SELLER DOES NOT COMPLY WITH THAT QUALIFICATION, SHIP WILL BE REFUSE BY PETROPERU S.A. (SEE BELOW THE MEMBERS' LIST):

LLOYDS' REGISTER, AMERICAN BUREAU OF SHIPPING, BUREAU VERITAS, CHINA CLASSIFICATION SOCIETY, GERMANISCHER LLOYD, KOREAN REGISTER OF SHIPPING

**13. DEMURRAGE:**

AS PER ITEM 6.5 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-OPERATING CONDITIONS).

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.

**14. PORT RESTRICTIONS:**

PORT	DRAFT (m)	LOA (m)	MAXIMUM DISPLACEMENT	DWT
BAYOVAR	20.12	320.04	-----	250,000
CONCHAN (SUBMARINE LINE)	13.41	228.60	83,000 MT	-----
TALARA (SUBMARINE LINE)	10.36	228.60	68,000 MT	-----

**15. 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).

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

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

**18. 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.



**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/454c3Ac6Fa0Xa1Ap1N.pdf](https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/454c3Ac6Fa0Xa1Ap1N.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/559m9Jd0Ef2Jv0lr1F.pdf](https://www.petroperu.com.pe/Storage/tbl_documentos_varios/fld_1160_Documento_file/559m9Jd0Ef2Jv0lr1F.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 PETROCHINA INTERNATIONAL AFTER THIS AWARD THAT MODIFIES THE CONDITIONS OF THE 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 PETROCHINA INTERNATIONAL.
- b) FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF PETROCHINA INTERNATIONAL FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND OR EXCLUDE PETROCHINA INTERNATIONAL FROM OUR TENDER LIST.
- c) PETROPERU S.A. REQUIRES THAT PETROCHINA INTERNATIONAL PERFORMS ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY; OTHERWISE PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND PETROCHINA INTERNATIONAL AND WILL REQUIRE AN INDEMNITY FROM PETROCHINA INTERNATIONAL FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF PETROCHINA INTERNATIONAL FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS.
- d) IF PETROCHINA INTERNATIONAL FAILS TO COMPLY WITH THE FINAL THREE DAY LAYCAN, AS PER ITEM 5, PETROPERU S.A. RESERVES THE RIGHT TO CONSIDER IT A MATERIAL UNFULFILLMENT OF THE CONTRACT UNDER THIS SITUATION PETROPERU S.A. MAY APPLY ITEM 21A OF OUR INVITATION.

**22. THE CONTRACT WILL BE INTEGRATED BY OUR TENDER INVITATION GDCH-JCEH-0004-2022/TENDER-004-2022 DATED JANUARY 10<sup>TH</sup>, 2021, YOUR OFFER DATED JANUARY 14<sup>TH</sup>, 2022, OUR/YOUR CLARIFICATION EMAIL DATED JANUARY 14<sup>TH</sup>, 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 LIJ LION  
MANAGER  
PETROPERU S.A





**APPENDIX 1****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 2

### 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/>

