

GDCH-JCEH-0003-2022 TENDER-002-2022 JANUARY 06<sup>TH</sup>, 2022

DEAR SIR/MADAM,

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

~	BUYER:	PETROPERU S.A.						
2.	PRODUCTS:	AVIATION GASOLINE 100 LL (AVGAS)						
3.	QUALITY:	AS PER APPENDIX 1						
4.	DELIVERY TERMS:	AVGAS: DAP CALLAO						
5.	QUANTITY, DELIVERY WINDOWS AND DISPORTS:		CARGO	PRODUCT	VOLUME	PORTS	DELIVERY WINDOW	
			1	AVGAS	5KB +0%/-5%	CALLAO	MARCH 10 <sup>TH</sup> / 24 <sup>TH</sup> , 2022	
	<ul> <li>THE DELIVERY WINDOW WILL BE NARROWED TO A 3-SELLER AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE F</li> <li>PETROPERU S.A. WILL EVALUATE VOLUME AND DELIVER TO THE REQUESTED ONE (MARCH 10<sup>TH</sup>/ 24<sup>TH</sup>, 2022).</li> <li>PETROPERU COULD ADVANCE OR DELAY THE DELIVER CHANGE PORTS DESTINATION, BY MUTUAL AGREEMENT PARTIES.</li> </ul>						O THE FIRST LAYCAN DELIVERY WINDOWS ). DELIVERY WINDOWS	N DA' NEA S AN
6.	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.						
		THE INT OFFER	NDICATE AN FENDED ORIO WOULD BE	ID GUARA GIN AND L CONSIDE	NTEE IT. FU OAD PORT. IF RED OUT OF	RTHERMORE THIS ISN'T	ones" or chile, bi , bidder must dec Properly specifiei	DDE CLAR D TH
7.	PRICE:	THE INT OFFER	NDICATE AN FENDED ORIO WOULD BE	ID GUARA GIN AND L CONSIDE	NTEE IT. FU OAD PORT. IF RED OUT OF	RTHERMORE THIS ISN'T	ones" or chile, bi , bidder must dec Properly specifiei	DDE CLAR D TH
7.	PRICE:	THE INT OFFER FOR EV		ID GUARA GIN AND L CONSIDE	NTEE IT. FU OAD PORT. IF RED OUT OF	RTHERMORE THIS ISN T COMUNIDA	ones" or chile, bi , bidder must dec Properly specifiei	DDE CLAR D TH
7.	PRICE:	THE INT OFFER FOR EV AVGAS PRIC • ARG LOW DOLL	NDICATE AN TENDED ORIG WOULD BE (ALUATION P (ALUATION P (ALUATION P (ALUATION P (ALUATION P (ALUATION P (ALUATION P) (ALUATION P) (ALUA	ID GUARA GIN AND L CONSIDE URPOSES VEROS MEAN OLINE 93 IE 93: ARG DT 7.8 OF ARREL.	NTEE IT. FU OAD PORT. IF RED OUT OF S. +/- AMOUN US DOL PER BA GUS MEAN G/ R 7.0 (PA CC	ED F THIS ISN T COMUNIDA ED T OF LARS RREL	ones" or chile, bi , bidder must dec Properly specifiei	
	PRICE: PRICING FOR AVGAS:	THE INT OFFER FOR EV AVGAS PRIC • ARG LOW DOLI	NDICATE AN TENDED ORIG WOULD BE (ALUATION P (ALUATION P (ALUATION P (ALUATION P (ALUATIONS AROUND TH ATIONS AROUND TH	ID GUARA GIN AND L CONSIDE URPOSES RGUS MEAN OLINE 93 IE 93: ARG DT 7.8 OF ARREL. UND NOR HE NOR (2	NTEE IT. FU OAD PORT. IF RED OUT OF S. +/- AMOUN US DOL PER BA GUS MEAN G/ R 7.0 (PA CC (NOR=0) -1-2).	RTHERMORE THIS ISN T COMUNIDA T OF LARS RREL ASOLINE 93 C DDE: PA0013	ones" or chile, bi Bidder Must dec Properly Specifiei Ad Andina de Nacio	DDE CLAR D TH DNES
8.	PRICING FOR	THE INT OFFER FOR EV AVGAS PRICE • ARG LOW DOLL 5 QUOT/ PRICING IN THE E (3-0-2). AFTER M IF THE D OR A T THURSD	NDICATE AN TENDED ORIG WOULD BE (ALUATION P (ALUATION	ID GUARA GIN AND L CONSIDE URPOSES URPOSES HE 93: ARG DT 7.8 OF ARREL. UND NOR HE NOR (2: NOR DATE 30 OR 60 (2) LLS ON A	A FIX A FIX AMOUN VIS DOL PER BA AMOUN US DOL PER BA AMOUN VIS DOL PER BA CUS MEAN GA 7.0 (PA CC (NOR=0) -1-2). FALLS ON A CN 90 OR 120 FRIDAY OR A	RTHERMORE THIS ISN T "COMUNIDA T OF LARS RREL ASOLINE 93 C DDE: PA0013 DDE: PA0013 DDE: PA0013	ONES" OR CHILE, BI 5, BIDDER MUST DEC PROPERLY SPECIFIEI AD ANDINA DE NACIO AD ANDINA DE NACIO CONV COLONIAL V PIF 297) CONVERTED IN	

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	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.							
10. PORTS RESTRICTIONS:								
RESTRICTIONS.		PORT	DRAFT (feet)	LOA (feet)	MAXIMUM DISPLACEMENT	DWT		
		CALLAO (PIER N° 07 -A)	35.00	750.00		35,000		
		CALLAO (PIER N° 07 - B)	32.00	750.00		35,000		
11. 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. WIL PENALTY FOR BREACH.							
	05 E CON S.A. LOS	DAYS OF THE LATE A NDITION: "THE COMI . DUE TO DAMAGES,	RAPH FROM CLAUSE N° 04: DURING THE FIRST TROPERU S.A. DOESN'T APPLY THE FOLLOWING I CORRESPONDING IN FAVOR OF PETROPERU LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, DAMAGE, OPERATING COSTS OR ANY OTHER (".					
	EVA	DM THE SIXTH DAY ALUATE THE APPLICA DVE) FOR LATE ARRI	ATION OF A					
12. MEASUREMENT / INSPECTION	(05) DET	E SUPPLIER MUST SE DAYS BEFORE TH FAIL IN APPENDIX 1), PECTOR OF RECORI	E DISCHAR THE QUALI	GE OF THE I	PRODUCT(ALL TERMINED BY TH	SPECIFICATIONS		
	MAI ACC WH	R THE DISCHARGE C N SPECIFICATIONS CORDING TO THE CO ERE THE CARGO IS ST PERUVIAN PORT.	AND WHA OMPOSITE STORED B	F PETROPERL SAMPLE OF A	J S.A. CONSIDE	RS CONVENIENT NTS IN THE SHIP		
	DIS IND SEL COF	O, THE QUALITY SH CHARGE AT FIRST H EPENDENT INSPECT LER WILL BE RESPO RRECT THE CARGO. EN BUYER SHALL E	PERUVIAN I FOR. IF QU/ DNSIBLE FC IF CARGO	PORT ASCERT ALITY IS DETE OR ANY AND A CANNOT BE C	AINED BY A MU RMINED TO BE LL DIRECT COST ORRECTED OR A	TUALLY AGREED OFF-SPEC, THEN IS INCURRED TO ACCEPTED AS-IS,		





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	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 BETWEN PETROPERU'S ACCOUNT AND SELLER (50 % EACH).
	- PETROPERU S.A. WILL CONSIDER ADDITIONAL TESTS TO ENSURE THE QUALITY IF ITS CONVENIENT.
	THE INTERNATIONAL PERFORMING VESSEL MUST ARRIVE INTO PERU WITH NO SLOP. IF FOR ANY OPERATIVE ISSUE CANNOT COMPLY WITH THIS REQUIEREMENT THE SELLER WILL HAVE TO USE LOCAL VESSEL FROM COMPANIES WHOSE COMPLY WITH ALL CURRENT REGULATIONS IN ACCORDANCE WITH THE NATIONAL PORT AUTHORITY.
	LIKEWISE, THE SELLER MUST INFORM PETROPERU OF THE COMPANY DETAILS THAT RECEIVED THE SLOP.
13. 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-m9Jd0Ef2Jv0Ir1F.pdf)
14. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, CORRUPTION AND BRIBERY FELONIES:	AS PER APPENDIX 2
15. INTEGRITY SYSTEM CLAUSE:	AS PER APPENDIX 3
16. 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).
17. 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 WINNERP'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.



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	<ul> <li>UNFULFILLMENT OF THE CONTRACT. UNDER THIS SITUATION PETROPERU S.A. MAY APPLY ITEM 17A OF THIS INVITATION.</li> <li>D. PETROPERU S.A. RESERVES THE RIGHT TO CANCEL THE CARGOES UNDER THIS INVITATION BEFORE AWARD THIS TENDER. PETROPERU S.A. ALSO HAS THE RIGHT TO AWARD THE CARGOES TO DIFFERENT BIDDERS OR TO AWARD ALL 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, ONE OR TWO CARGOES UNDER THIS TENDER.</li> </ul>
18. PRODUCT OFFERS:	PRODUCT OFFERS: TO BE RECEIVED IN OUR PETROPERU'S TENDER WEBSITE AND/OR PETROPERU'S EMAIL: <u>TENDERSPETROPERU@PETROPERU.COM.PE</u> BETWEEN 10:00 (NOT EARLIER) AND 11:00 HRS. ON JANUARY 12 <sup>TH</sup> , 2022 WITH VALIDITY UNTIL 18:30 HRS. ON JANUARY 13 <sup>TH</sup> , 2022 (LIMA TIME: UTC – 05:00).
	OFFERS WILL BE SUBMITTED BY THE BIDDERS UNDER THE FORMAT IN APPENDIX 4.
	IN THE EVENT THAT A PROBLEM OCCURRED WHILE SUBMITTING YOUR OFFER, PLEASE CONTACT US.

YOUR OFFER WILL BE HIGHLY APPRECIATED.

BEST REGARDS,

RAMÓN PINEDO RAMIREZ INTERNATIONAL TRADE PETROPERU S.A.





# AVIATION GASOLINE 100 LL. (AVGAS)

PROPERTIES	MIN.	MAX.	ASTM METHOD
KNOCK RATING, LEAN MIXTURE. MOTOR OCTANE NUMBER	99.6		D-2700
KNOCK RATING, LEAN MIXTURE. AVIATION LEAN RATING	100		D-2700
KNOCK RATING, RICH MIXTURE. PERFORMANCE NUMBER	130		D-909
KNOCK MOTOR FUEL BY THE RESEARCH METHOD	REPC	DRT	D-2699
TETRAETHYL LEAD, g Pb/L	0.28	0.56	D-3341, D-5059
COLOR	BLU	IE	
DYES, mg/L BLUE		2.7	D-2392
HEAT VALUE NET MJ/Kg (BTU/Lb)	43.5 (18,700)		D-3338, D-4529, D-4809
DENSITY AT 15.6°C, Kg/m <sup>3</sup>	REPO	ORT	D-1298, D-4052
DISTILLATION			D-86
INITIAL BOILING POINT, °C	REPC	DRT	
EVAPORAT. 10 VOL%, °C		75	
EVAPORAT. 40 VOL%, °C	75		
EVAPORAT. 50 VOL%, °C		105	
EVAPORAT. 90 VOL%, °C		135	
FINAL BOILING POINT, °C		170	
SUM OF 10%+50% EVAPORATED TEMPERATURES	135		
RECOVERY, VOL%	97		
RESIDUE, VOL%		1.5	
LOSS, VOL%		1.5	
REID VAPOUR PRESSURE PSI AT 38°C, psi	5.5	7.1	D-323, D-5190, D- 5191
FREEZING POINT, °C		-58	D-2386
SULPHUR, % mass		0.05	D-1266, D-2622, D-4294
CORROSION COPPER STRIP, (2h AT 100°C) N°		1	D-130
EXISTENT GUM, mg/100 mL		3	D-381
OXIDATION STABILITY (5 h AGING)			D-873
POTENTIAL GUM, mg/100 mL		6	
LEAD PRECIPITATE, mg/100 mL		3	
WATER REACTION			D-1094
VOLUME CHANGE, mL		+/- 2	
ELECTRIC CONDUCTIVITY, pS/m (A)	50	450	D-2624
ADDITIVES ANTIOXIDANT, mg/L		24	
APPEARANCE	SOLID MATTE	R AND UNDIS	JALLY FREE FROM SOLVED WATER AT MPERATURE.

NOTES:

- THE AVIATION GASOLINE 100 LL. (AVGAS) MUST STRICTLY COMPLY THE NORM ASTM D 910.
- (A) APPLIES WHEN ELECTRICALLY CONDUCTIVE ADDITIVE IS USED •



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#### 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".

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### **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: <u>https://www.petroperu.com.pe/buen-gobierno-corporativo/nuestro-sistema-de-integridad/"</u>



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N° CARGOES	DELIVERY WINDOW	PRODUCT	VOLUME (BBL)	PORTS	DIFFERENTIAL - PAYMENT 30 DAYS AFTER NOR (US\$/BBL)
1	MARCH 10 <sup>™</sup> / 24 <sup>™</sup> , 2022	AVGAS	5KB +0%/-5%	CALLAO	

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 10 130	
30 TO 180	

