



GDCH-0093-2022
JANUARY 21ST, 2022

EXXON MOBIL SALES & SUPPLY LLC
ATTN.: BORIS LEORO

REF: PETROPERU S.A. TENDER INVITATION GDCH-JCEH-0007-2022/TENDER-005-2022 DATED JANUARY 13TH, 2022, YOUR OFFER DATED JANUARY 19TH, 2022, OUR/YOUR OFFER VALIDITY EXTENSION EMAIL DATED JANUARY 20TH, 2022 AND YOUR/OUR EMAILS DATED JANUARY 20TH AND 21ST, 2022.

WE ARE PLEASED TO INFORM EXXON MOBIL SALES & SUPPLY LLC THAT PETROPERU S.A. HAS AWARDED EXXON MOBIL SALES & SUPPLY LLC, THE FOLLOWING DAP PURCHASE:

1. PRODUCTS:

ULTRA LOW SULFUR DIESEL (ULSD) AND DIESEL B5-S50 (95% ULTRA LOW SULFUR DIESEL – ULSD + 5% BIODIESEL B100 /FATTY ACID METHYL ESTER), QUALITY AS PER ITEM 7.

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

ONE CARGO OF **320,000 BBLs +0/-8%** (AT SELLER'S OPTION) ACCORDING TO THE FOLLOWING:

CARGO	PRODUCT	VOLUME	FLASH POINT, CD (Min)	VISCOSITY AT 40 CD, CST (Min)	PORTS (*)	DELIVERY WINDOW (**)
1	DIESEL B5 S-50	320 KB (+0%/-8%)	52	2.1	LIGHTERING OPERATION IN CALLAO BAY/ETEN/SALAVERRY OR CONCHAN/ETEN/SALAVERRY	FEBRUARY 24 TH / 28 TH , 2022

NOTES:

(*) DELIVERY WINDOW WILL BE NARROWED TO A 3-DAY WINDOW BY SELLER AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST LAYCAN DAY.

(**) PETROPERU S.A. WILL NOTIFY THE GEOGRAPHICAL ROTATION (1ST PORT AND/OR 2ND PORT) EIGHT (08) 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.

- PETROPERU COULD ADVANCE OR DELAY THE DELIVERY WINDOWS AND CHANGE PORTS DESTINATION, BY MUTUAL AGREEMENT BETWEEN BOTH PARTIES.
- 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
- 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.

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).

EXXON MOBIL SALES & SUPPLY LLC DOES NOT ACCEPT EXPOSURE TO DIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, OR ANY OTHER TYPE OF DAMAGE DUE TO DELAYS IN THE DELIVERY OF THE PRODUCTS. EXXON MOBIL SALES & SUPPLY LLC LIMITS



PENALTIES DUE TO DELAYS TO BE EQUAL TO THE DAILY CHARTER PARTY DEMURRAGE RATE ON THE DELIVERING VESSEL TIMES THE NUMBER OF DAYS THE VESSEL WAS DELAYED PAST ITS AGREED LAYCAN.

4. PRICE:

PRICE	=	95% (ARGUS ULSD PL- ARGUS RVO)	+	5% (ARGUS HEATING OIL NYMEX FUTURES+1.5x ARGUS D4 RINS)	+	ARGUS FREIGHT DIVIDED BY 310 KB	+/-	FIXED AMOUNT OF USD DOLLARS PER BARREL
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- **ARGUS FREIGHT:** ARGUS FREIGHT CLEAN USGC-PERU 38 KT (PA CODE: PA0017651) CONVERTED INTO US DOLLARS
- **ARGUS ULSD PL:** ARGUS MEAN DIESEL 62 (ULSD) COLONIAL PIPELINE PROMPT CYCLE (PA CODE: PA0011936) CONVERTED INTO US DOLLARS PER BARREL
- **ARGUS RVO:** ARGUS RENAWABLE VOLUME OBLIGATION (RVO) (PA CODE: PA0012358) CONVERTED INTO US DOLLARS PER BARREL
- **ARGUS HEATING OIL NYMEX FUTURES (DATA CODE: PA0002807)** CONVERTED INTO US DOLLARS PER BARREL
- **ARGUS RIN BIOMASS-BASED DIESEL (D4) (DATA CODE: PA0010070)** CONVERTED INTO US DOLLARS PER RIN

Cargo	PORTS	DIFFERENTIAL (D) - PAYMENT 30 DAYS AFTER NOR (US\$/BBL)
		95% (ULSD-RVO)+5%(HO NYMEX+1.5 x D4)+FREIGHT/310 KB+D
1	LIGHTERING OPERATION IN CALLAO BAY/ETEN/SALAVERRY	4.92
	CONCHAN/ETEN/SALAVERRY	5.02

COST FOR SECOND ENTRY INTO A PERUVIAN PORT: 30,000 USD

5. PRICING:

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.

6. PAYMENT TERMS:

AS PER ITEM 10 (PAYMENT TERMS) **OPTION B (OPEN 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

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.



7. DOCUMENTATION REQUIREMENTS - DAP PURCHASE:

EXXON MOBIL SALES & SUPPLY LLC 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.

8. QUALITY:

DIESEL B5-S50

PROPERTIES	MIN.	MAX.	ASTM METHOD	OTHERS
APPEARANCE	CLEAR, BRIGHT, FREE OF WATER AND SUSPENDED PARTICLES		D4176	Visual
COLOR ASTM		1.5	D-1500, D-6045	
VOLATILITY				
API GRAVITY AT 60°F	REPORT		D-1298, D-4052	
DISTILLATION AT 760 mmHg, CD			D-86	ISO 3405
INITIAL BOILING POINT, °C	REPORT			
5%V REC.	REPORT			
10%V REC.	REPORT			
20%V REC.	REPORT			
50%V REC.	REPORT			
90%V REC.	282	360		
95%V REC.	REPORT			
FINAL BOILING POINT, °C	REPORT			
FLASH POINT, CD	52 (1)		D-93, D-3828, D-7094	ISO 2719
FLUIDITY				
KINEMATIC VISCOSITY, 40°C, CST	2.1 (2)	4.1	D-445	ISO 3104
POUR POINT, CD		+4	D-97, D-5949, D-5950	ISO 3016
CLOUD POINT, CD	REPORT		D-2500, D-5771, D-5772, D-5773	
COMBUSTION				
CETANE NUMBER	45		D-613	ISO 5165
CETANE INDEX (3)	40		D-4737, D-976	ISO 4264
COMPOSITION				
ASHES, %WT		0.01	D-482	ISO 6245
CARBON RESIDUE, 10% DISTILLATION RESIDUE, % MASS		0.35	D-4530, D-524, D-189	ISO 4262, ISO 6615
AROMATICS, % VOL.	REPORT		D-6591	UNE-EN 12916
CORROSION				
COPPER STRIP CORROSION, 3H, 50°C, N°		3	D-130	ISO 2160
SULPHUR, MG/KG		15	D-5453, D-2622, D-7039, D-7220	ISO 14596, ISO 4260
CONTAMINANTS				
WATER AND SEDIMENTS, %V		0.05	D-2709	ISO 3734
PARTICULATE CONTAMINATION, MG/L	REPORT		D-7321	
STABILITY TO OXIDATION				
OXIDATION STABILITY, MG/100 ML		1.0	D-2274, D-5304	
LUBRICITY				
LUBRICITY, HFRR@60 °C, MICRON		520	D6079, D7688	ISO 12156
OPERATIONAL REQUIREMENTS				
COLD FILTER PLUGGING POINT (CFPP OR POFF), CD		-8	D-4539, D-6371	UNE EN 116, IP-309
CONDUCTIVITY				
CONDUCTIVITY, PS/M	25		D-2624, D-4308	
FAME (4)				
CONTENT, % VOL	5	5.5	D-7371	UNE EN 14078

NOTES:

- (1) CONSIDER A MINIMUM OF 60°C FOR DISCHARGES IN CALLAO
- (2) CONSIDER A MINIMUM OF 2.4 cSt FOR DISCHARGES IN MOLLENDO
- (3) USE ASTM METHOD D976, FOR CETANE NUMBERS BETWEEN 56.5 TO 60.0
- (4) THE QUALITY OF THE BIODIESEL USED FOR BLENDING FOR OBTAIN THE DIESEL B5-S50, MUST TO COMPLY THE FOLLOWING QUALITY
 - THE NOMENCLATURE IN THE COA FOR THE BIODIESEL B100 COULD BE ESTABLISHED AS B99 FAME/SME.



- IF THE SELLER SHOWS THE BIODIESEL B100 AS B99 FAME/SME. THEY MUST REPORT FAME CONTENT IN COA AND COMPLY STRICTLY COLD PROPERTIES AS PER OUR CONTRACT SPECIALY CFPP
- THE METHOD TO DETERMINATE THE FAME CONTENT TO BE REPORTED IN COA OF B99 FAME/SME MUST BE EN 14103.

(4) THE QUALITY OF THE BIODIESEL USED FOR BLENDING FOR OBTAIN THE DIESEL B5-S50,MUST TO COMPLY THE FOLLOWING QUALITY

BIODIESEL B100

COMPOSITE VESSEL TANK SAMPLE MUST COMPLY WITH ALL OF THE FOLLOWING SPECIFICATIONS:

TEST	SPECIFICATIONS (A)		METHOD	OTHERS
	MIN.	MAX.		
APPEARANCE	FREE OF UNDISSOLVED WATER AND SUSPENDED OR PRECIPITATED PARTICLES			VISUAL
VOLATILITY				
DENSITY @ 15°C	REPORT		D-4052	UNE EN ISO 12185
API GRAVITY 60°F	REPORT		D4052	UNE EN ISO 12185
DISTILLATION			D-1160	
EQUIVALENT TEMP. 90% RECOVERED, °C (B)		360		
FLASH POINT, °C	93		D-93	
ALCOHOL CONTROL (ONE OF THE FOLLOWING MUST BE COMPLIED WITH):				
1. METHANOL CONTENT % VOL		0.2		EN 14110
2. FLASH POINT, °C	130		D-93	
FLUENCY				
KINEMATIC VISCOSITY AT 40°C, CST	1.9	6.0	D-445	
CLOUD POINT, °C	REPORT		D-2500 D-5771, D-7689, D-5772, D-5773	UNE EN 23015
COLD SOAK FILTRATION	REPORT		D-7501	
COMBUSTION				
CETANE NUMBER	47		D-613 D-6890, D-7668	
COMPOSITION				
FATTY ACID METHYL ESTER(S) CONTENT (FAME), % M/M	96.5		-	EN-14103
CARBON RESIDUE, % M/M (C)		0.050	D-4530	IP-398
ACID NUMBER, MG KOH/G		0.50	D-664	IP-177
FREE GLYCERINE, % M/M		0.020	D-6584	EN-14105
TOTAL GLYCERINE, % M/M		0.240	D-6584	EN-14105
PHOSPHORUS CONTENT, % M/M		0.001	D-4951	
CALCIUM AND MAGNESIUM CONTENT, COMBINED, MG/KG		5		EN-14538
SODIUM AND POTASSIUM CONTENT, COMBINED, MG/KG		5		EN-14538
CORROSIVITY				
COPPER STRIP CORROSION, 3H, 50°C, N°		3	D-130	IP-154
TOTAL SULFUR, MG/KG		15	D-5453	IP-336
CONTAMINANTS				
WATER & SEDIMENTS, %VOL		0.05	D-2709	
WATER CONTENT, MG/KG		500	D-6304	UNE-EN ISO 12937
PARTICULATE CONTAMINANT, MG/KG		24	D-7321	UNE-EN 12662
SULFATED ASH CONTENT, % M/M		0.020	D-874	IP-163
MONOGLYCERIDE CONTENT, % M/M		0.70	D-6584	EN-14105
DIGLYCERIDE CONTENT, % M/M		0.20	D-6584	EN-14105
TRIGLYCERIDE CONTENT, % M/M		0.20	D-6584	EN-14105
SATURATED MONOGLYCERIDES (MGS), MG/KG		1591		NTP 3231.125-2019, Anexx E y F EN 14214 Anexx C.2
OXIDATION STABILITY				
OXIDATION STABILITY, HOURS	3			EN-15751, EN-14112

OBSERVATIONS:

(A) IN ACCORDANCE WITH THE PERUVIAN TECHNICAL STANDARD NTP 321.125-2019, ASTM D-6751 Y UNE EN 14214.

(B) EQUIVALENT TEMPERATURE TO ATMOSPHERIC DISTILLATION.

(C) THE TEST MUST BE PERFORMED ON 100% OF THE SAMPLE.



GENERAL CONDITIONS FOR THE CARGOES:

- THE QUALITY OF THE PRODUCT (DIESEL B5-S50) MUST BE DETERMINATE ON BOARD OF VESSEL TANK AFTER COMPLETE LOAD THE TWO PRODUCTS (ULSD AND B100 OR THE BLENDING).
- THE QUALITY OF THE PRODUCT (DIESEL B5-S50) MUST BE DETERMINATE BY A COMPOSITE VESSEL'S TANKS SAMPLE.
- FOR GUARANTEE THE BIODIESEL B100 CONTENT IN THE BLENDING (AT SELLER COST), WILL BE TAKE A SAMPLE OF EACH VESSE'L TANKS AND ANALYSE THE CONTENT OF FAME.
- SELLER MUST ENSURE ALL VESSEL'S TANKS COMPLY ALL SPECIFICATIONS AND MUST COMPLY ALL SPECIFICATION.
- COMPOSITE VESSEL'S TANKS SAMPLES AND EACH VESSEL TANKS MUST COMPLY THE SPECIFICATION.
- THE HAND BLEND FOR THE SAMPLE IS NOT ALLOWED.
- THE SELLER MUST SEND THE QUALITY CERTIFICATE OF BIODIESEL B100 USED FOR THE CARGO AS WELL AS THE SENDING OF AN SWORN DECLARATION INDICATING THAT THE BIODIESEL B100 ON BOARD THE VESSEL COMPLIES WITH THE SPECIFICATIONS INDICATED UN THE QUALITY CERTIFICATE.
- PETROPERU RESERVES THE RIGHT TO REFUSE THE CARGO IF THE QUALITY ON COMPOSITE VESSEL'S TANKS OR EACH VESSEL TANK ARRIVES AT PERUVIAN PORTS OUT SPECIFICATION.

9. MEASUREMENT / INSPECTION:

EXXON MOBIL SALES & SUPPLY LLC MUST SEND PETROPERU 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 WILL BE VERIFIED THE MAIN SPECIFICATIONS AND WHAT PETROPERU 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 DISCHARGE PORT(S) SHOULD BE SHARED BETWEEN PETROPERU'S ACCOUNT AND SELLER (50 % EACH).
- PETROPERU 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	228.55	-----	30,000
Callao (Pier N° 07 - B)	10.67	228.55	-----	30,000
Conchán (Submarine Line)	13.41	228.55	-----	69,989
Eten	10.97	213.32	-----	35,000
Mollendo	13.90	213.32	-----	60,000
Salaverry	7.62	182.84	-----	25,000
Talara (Liquid cargo dock)	10.67	193.00	45,000 MT	-----
Talara (Submarine Line)	10.36	228.55	65,000 MT	-----

11. LAYTIME: 36 + 6 HR.

12. VESSEL NOMINATION AND DISCHARGE/ LOADING PROCEDURES:

DAP PURCHASE: EXXON MOBIL SALES & SUPPLY LLC 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).

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. **HOWEVER GIVEN THE PORT ROTATION OF CONCHAN/ETEN/SALAVERRY OR CALLAO BAY/ETEN/ SALAVERRY THE 50/50 DEMURRAGE SPLIT BETWEEN SELLER AND BUYER IN CASE OF WEATHER DELAYS DOES NOT APPLY; ALL DEMURRAGE INCLUSIVE OF WEATHER DELAYS SHALL BE ON THE BUYER'S ACCOUNT.**

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 THE COMMERCIAL INVOICE WITH THE VESSEL OWNER.

14. 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).

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

16. INTEGRITY SYSTEM CLAUSE: AS PER APPENDIX N° 02

17. 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



18. **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).
19. **IMPORTANT NOTES:**
- A) ANY INFORMATION GIVEN BY EXXON MOBIL SALES & SUPPLY LLC 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 EXXON MOBIL SALES & SUPPLY LLC FOR ANY AND ALL COSTS, DAMAGES, OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF EXXON MOBIL SALES & SUPPLY LLC FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU S.A. WILL EXCLUDE EXXON MOBIL SALES & SUPPLY LLC FROM OUR TENDER LIST.
- B) PETROPERU S.A. REQUIRES THAT EXXON MOBIL SALES & SUPPLY LLC PER FORMS ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND RESPONSIBLE WAY; OTHERWISE PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND EXXON MOBIL SALES & SUPPLY LLC AND REQUIRE AN INDEMNITY FROM EXXON MOBIL SALES & SUPPLY LLC FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF EXXON MOBIL SALES & SUPPLY LLC FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS.
- C) IF EXXON MOBIL SALES & SUPPLY LLC 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 19A OF THE INVITATION.
20. THE CONTRACT WILL BE INTEGRATED BY OUR PETROPERU S.A. **TENDER INVITATION GDCH-JCEH-0007-2022/TENDER-005-2022 DATED JANUARY 13TH, 2022, YOUR OFFER DATED JANUARY 19TH, 2022, OUR/YOUR OFFER VALIDITY EXTENSION EMAIL DATED JANUARY 20TH, 2022, YOUR/OUR EMAILS DATED JANUARY 20TH AND 21ST, 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 DANIEL LIY LION
MANAGER
PETROPERU S.A.

APPENDIX No. 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 No. 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/>