

**SCOH-0390-2020**  
**JANUARY 31<sup>TH</sup>, 2020**

**EXXON MOBIL SALES AND SUPPLY LLC.**  
**ATTENTION: BORIS LEORO**

**REF. PETROPERU S.A. TENDER INVITATION SCOH-0340-2020/TENDER-006-2020, DATED JANUARY 27<sup>TH</sup>, 2020 AND YOUR OFFER DATED SEPTEMBER 30<sup>TH</sup>, 2020.**

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

**1. PRODUCT:**

**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 DATE- DAP PURCHASE:**

**ONE LOT OF THREE CARGOES OF 320 KB +0/-8% (AT SELLER'S OPTION) EACH ONE OF DIESEL B5-S50 (95% ULTRA LOW SULFUR DIESEL (ULSD)+5% BIODIESEL B100 (FATTY ACID METHYL ESTER)) TO BE DELIVERED DAP (INCOTERMS 2010) + PERUVIAN PORTS – DURING MARCH - MAY, 2020.**

PRODUCT	LOT	PORTS	FLASH POINT, CD (Min)	VISCOSITY AT 40 CD, CST (Min)	CARGOES			
					MARCH	APRIL	MAY	N°
Diesel B5S50	1	LIGHTERING OPERATION IN CALLAO BAY / ETEN / SALAVERRY OR LIGHTERING OPERATION IN CALLAO BAY / TALARA	52	2.1	1 o 2	1 o 2	1 o 2	3

PRODUCT	LOT	PORTS	MARCH (*)	MARCH	APRIL	MAY
Diesel B5S50	1	LIGHTERING OPERATION IN CALLAO BAY / ETEN / SALAVERRY OR LIGHTERING OPERATION IN CALLAO BAY / TALARA	March 16th - 25th, 2020			

**NOTE:**

(\*) PETROPERU WILL NOTIFY AT LEAST THIRTY-FIVE (35) CALENDAR DAYS PRIOR TO THE FIRST LAYCAN DAY THE CORRESPONDING 5-DAY DELIVERY WINDOW, WHICH IT WILL BE NARROWED TO A 3-DAY WINDOW BY SELLER AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST LAYCAN DAY. PETROPERU WILL NOTIFY THE DISCHARGE PORT(S) SEVEN (07) DAYS BEFORE THE FIRST DAY OF THE THREE DAY DELIVERY WINDOW.

PETROPERU S.A. WILL NOTIFY THE GEOGRAPHICAL ROTATION (1<sup>ST</sup> 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.

FOR CARGOES FROM ASIA, PETROPERU S.A. WILL NOTIFY AT LEAST SIXTY (60) CALENDAR DAYS PRIOR TO THE FIRST LAYCAN DAY THE CORRESPONDING 10-DAY DELIVERY WINDOW, WHICH IT WILL BE NARROWED TO A 3-DAY WINDOW BY SELLER AT LEAST WITH SEVEN (07) DAYS PRIOR TO THE FIRST LAYCAN DAY, THIS CLAUSE APPLIES FOR CARGOES FROM APRIL TO MAY 2020.

IN CASE THE DISCHARGE BE IN TWO PORTS: IMMEDIATELY AFTER FINISHING THE DISCHARGE AT ANY PORT, SHIP SHALL SAIL TO THE NEXT PORT.



**VESSEL'S LIGHTERING:**

LIGHTERING COSTS GENERATED OUT OF NECESSITY AND UPON REQUEST OF PETROPERU S.A. SHALL BE AT THE ACCOUNT AND RISK OF PETROPERU S.A. FOR PURPOSES OF THE LAYTIME, TIMES OF LIGHTERING OPERATIONS WILL BE CONSIDERED AS IF THEY HAD BEEN INCURRED AT A PORT OR TERMINAL. (AS PER ITEM 6.7 OF PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS).

PETROPERU WILL HIRE THE SERVICE CONCERNING TO THE LIGHTERING ACTIVITIES.

THE POTENTIAL VESSELS THAT COULD BE ASSIGNED FOR THE LIGHTERING ARE :CHIRA, TROMPETEROS, URUBAMBA AND CAMISEA.

IF THERE ARE ANY QUESTIONS REGARDING TO THE LIGHTERING OPERATION, PLEASE CONTACT THE COMPANIES IN CHARGE OF THE OPERATION, MENTIONED BELOW:

Contacts	Email	Management
Diego Florez	<a href="mailto:dflorez@navitranso.com">dflorez@navitranso.com</a>	Vessel owners/Lightering company
Alonso Burgos	<a href="mailto:aburgos@transgas.com.pe">aburgos@transgas.com.pe</a>	Lightering company

**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 FOR EACH DAY/FRACTION OF DAY OF DELAY UP TO 6% MAXIMUM.

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° 02: 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 WILL EVALUATE THE APPLICATION OF A COMPENSATION (AS SAID ON THE PARAGRAPH ABOVE) FOR LATE ARRIVAL.



**4. PRICE AND PRICING PERIOD:**

➤ **PRICES:**

N° LOT	PRICE	OPTION	PORT	US\$/BBL
1	ARGUS MEAN DIESEL 62 (ULSD) COLONIAL PIPELINE PROMPT CYCLE (PA CODE: PA0011936)	1.A	Lightering operation in Callao bay/Eten/Salaverry	5.73
		1.B	Lightering operation in Callao bay/Talara	5.72

➤ **PRICING PERIOD:**

**PRICING DATES FOR THE BENCHMARKERS ULSD AND RVO 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 12<sup>TH</sup> – 16<sup>TH</sup>, 2020 – CONSIDER THE AVERAGE O THE FIRST HALF OF MARCH 2020.
- DELIVERY WINDOW: MARCH 01<sup>ST</sup>/ 05<sup>TH</sup>, 2020 – CONSIDER THE AVERAGE OF THE SECOND HALF OF MARCH 2020.
- DELIVERY WINDOW: APRIL 27<sup>TH</sup>/ MAY 01<sup>ST</sup>, 2020 – CONSIDER THE AVERAGE OF THE SECOND HALF OF MAY 2020.
- DELIVERY WINDOW: APRIL 26<sup>TH</sup> – 30<sup>TH</sup>, 2020 – CONSIDER THE AVERAGE OF THE FIRST HALF OF MAY 2020.

**5. PAYMENT TERMS:**

AS PER ITEM 10 (PAYMENT TERMS) **OPTION B (OPEN LINE)** 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. **90 DAYS FROM NOR DATE FOR THREE CARGOES.**

**6. DOCUMENTATION REQUIREMENTS:**

**DIESEL B5-S50**

EXXON MOBIL SALES AND 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 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 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:

DIESEL B5-S50

DIESEL B5-S50 - IMPORT			
PROPERTIES	LIMITS		TEST METHODS
	MIN.	MAX.	
APPEARANCE	CLEAR, BRIGHT, FREE OF WATER AND SUSPENDED PARTICLES		ASTM
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
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		D-93, D-3828, D-7094
FLUIDITY			
KINEMATIC VISCOSITY, 40°C, CST	2.1	4.1	D-445
POUR POINT, CD		+4	D-97, D-5949, D-5950
CLOUD POINT, CD	REPORT		D-2500, D-5771, D-5772, D-5773
COMBUSTION			
CETANE NUMBER	45		D-613
CETANE INDEX (1)	40		D-4737, D-976
COMPOSITION			
ASHES, %WT		0.01	D-482
CARBON RESIDUE, 10% DISTILLATION RESIDUE, % MASS		0.35	D-4530, D-524, D-189
AROMATICS, % VOL.	REPORT		D-6591
CORROSION			
COPPER STRIP CORROSION, 3H, 50°C, N°		3	D-130
SULPHUR, MG/KG		15	D-5453, D-2622, D-7039, D-7220
CONTAMINANTS			
WATER AND SEDIMENTS, %V		0.05	D-2709
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
OPERATIONAL REQUIREMENTS			
COLD FILTER PLUGGING POINT (CFPP OR POFF), CD		-8	D-4539, D-6371
CONDUCTIVITY			
CONDUCTIVITY, PS/M	25		D-2624, D-4308
FAME (2)			
CONTENT, % VOL	5	5.5	D-7371

- (1) USE ASTM METHOD D976, FOR CETANE NUMBERS BETWEEN 56.5 TO 60.0
- (2) 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.

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

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

**BIODIESEL**

TEST	SPECIFICATIONS (A)		METHOD	OTHERS
	MIN.	MAX.		
APPEARANCE	FREE OF UNDISSOLVED WATER AND SUSPENDED OR PRECIPITATED PARTICLES			VISUAL
<b>VOLATILITY</b>				
DENSITY @ 15°C	REPORT		D-4052	UNE EN ISO 12185
API GRAVITY 60°F	REPORT		D4052	UNE EN ISO 12185
<b>DISTILLATION</b>				
EQUIVALENT TEMP. 90% RECOVERED, °C (B)		360	D-1160	
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	
<b>FLUENCY</b>				
KINEMATIC VISOISITY 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	
<b>COMBUSTION</b>				
CETANE NUMBER	47		D-613 D-6890, D-7668	
<b>COMPOSITION</b>				
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
<b>CORROSIVITY</b>				
COPPER STRIP CORROSION, 3H, 50°C, N°		3	D-130	IP-154
TOTAL SULFUR, MG/KG		15	D-5453	IP-336
<b>CONTAMINANTS</b>				
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
<b>OXIDATION STABILITY</b>				
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 A TMSOSPHERIC 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 VESSEL 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.

**8. MEASUREMENT / INSPECTION:**

EXXON MOBIL SALES AND 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° 09), 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.



**9. 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
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	————

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

**DAP PURCHASE:** EXXON MOBIL SALES AND 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).

**11. 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.

<b>Email</b>
<a href="mailto:demurrage1@petroperu.com.pe">demurrage1@petroperu.com.pe</a>

**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.**



**12. 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).

**13. 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).



**14. IMPORTANT NOTES:**

a) ANY INFORMATION GIVEN BY EXXON MOBIL SALES AND 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 AND SUPPLY LLC FOR ANY AND ALL COSTS, DAMAGES, OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF EXXON MOBIL SALES AND SUPPLY LLC FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS. ADDITIONALLY, PETROPERU S.A. WILL EXCLUDE EXXON MOBIL SALES AND SUPPLY LLC FROM OUR TENDER LIST.

b) PETROPERU S.A. REQUIRES THAT EXXON MOBIL SALES AND SUPPLY LLC PERFORMS ITS CONTRACTUAL OBLIGATIONS IN A PROFESSIONAL AND





RESPONSIBLE WAY; OTHERWISE PETROPERU S.A. RESERVES THE RIGHT TO SUSPEND EXXON MOBIL SALES AND SUPPLY LLC AND REQUIRE AN INDEMNITY FROM EXXON MOBIL SALES AND SUPPLY LLC FOR ANY AND ALL COSTS, DAMAGES OR EXPENSES INCURRED BY PETROPERU S.A. AS A RESULT OF EXXON MOBIL SALES AND SUPPLY LLC FAILURE TO FULFILL ITS CONTRACTUAL OBLIGATIONS.

- c) IF EXXON MOBIL SALES AND 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 14A OF THE INVITATION.

THE CONTRACT WILL BE INTEGRATED BY OUR TENDER INVITATION **SCOH-0340-2020/TENDER-006-2020, DATED JANUARY 27<sup>TH</sup>, 2020 AND YOUR OFFER DATED SEPTEMBER 30<sup>TH</sup>, 2020.** THIS AWARD AND PETROPERU'S GENERAL TERMS AND CONDITIONS FOR FOB EXPORTS AND CFR/DAP/FOB IMPORTS OF CRUDE OIL, PETROLEUM PRODUCTS AND BIOFUELS. IT WILL NOT BE ACCEPTED ANY OTHER DOCUMENT OR AGREEMENT.

PLEASE ACKNOWLEDGE RECEIPT OF THIS AWARD BY E-MAIL.

BEST REGARDS,



ARTURO MUNOZ RODRIGUEZ  
DEPUTY MANAGER  
PETROPERÚ S.A.

