



MINITENDER: 1 CARGO OF GASOLINE RON 92 OF 300 KBS // DAP POZOS COLORADOS // JUN 21 - JUN 30

We are interested in the purchase of one (1) cargo of GASOLINE RON92 and as per following terms and conditions.

PLEASE REMEMBER THAT LOI AND SPECIAL WORDING INCLUDED IN THIS EMAIL MUST BE ACCEPTED BY SELLER IN ORDER FOR THE OFFER TO BE CONSIDERED. PLEASE NOTE THAT THERE IS A NEW WORDING IN THIS LOI. THEREFORE, THESE CLAUSES MUST BE INCLUDED IN THE SALES CONTRACT.

BUYER: ECOPETROL S.A.
PRODUCT: GASOLINE RON 92
DELIVERY TERMS: DAP POZOS COLORADOS, COLOMBIA (INCOTERMS 2010)
DISCHARGE WINDOW: JUN 21 - JUN 30 2022

NOMINATION PROCEDURE: BUYER WILL INFORM SELLER THE FIVE (5) AND TWO (2) DAY DISCHARGE WINDOW, TWENTY (20) AND FIFTEEN (15) DAYS IN ADVANCE TO THE FIRST DAY OF THE WINDOW, RESPECTIVELY.

QUANTITY: MINIMUM 295.000 - MAXIMUM 300.000 BLS EACH AT SELLER'S OPTION

QUANTITY MEASUREMENT: AS PER STATIC SHORE TANKS AT LOAD PORT (B/L FIGURES), CERTIFIED BY MUTUALLY ACCEPTABLE INDEPENDENT INSPECTOR. IF ACTIVE TANK OR IF SHORE-TO-SHIP DIFFERENCE IS OVER 0.3% VESSEL FIGURES WITH VALID VEF TO APPLY.

QUALITY: AS PER ATTACHED PDF. COMPLETE LOADING QUALITY MUST BE SENT TO BUYER AS SOON AS POSSIBLE AFTER
QUALITY MEASUREMENT: AS PER VESSEL'S COMPOSITE SAMPLE AT DISCHARGE PORT, CERTIFIED BY MUTUALLY ACCEPTABLE INDEPENDENT

PRICE: OFFERS MUST BE SUBMITTED BASED ON PLATTS UNLD 87 (PGACT00) - M2 OR ARGUS EQUIVALENT

PRICING: 3 CONSECUTIVE QUOTES AFTER NOR DATE (*) AT DISCHARGE PORT, OR DEEM DATES PER PARTIES AGREEMENT. IF PARTIES DO NOT REACH AN AGREEMENT THE 3 QUOTES AFTER NOR DATE (*) WILL APPLY.
FOR PRICING, LAY TIME, DEMURRAGE AND PAYMENT PURPOSES, THE NOR DATE AT DISCHARGE PORT SHALL BE DEFINED AS FOLLOWS:
- IF VESSEL ARRIVES PRIOR TO THE 1ST DAY OF THE DISCHARGE WINDOW: THE NOR DATE AT DISCHARGE PORT WILL BE AT 06:00 HOURS ON THE FIRST DAY OF THE DISCHARGE WINDOW OR ALL FAST, WHICHEVER OCCURS EARLIER.
- IF VESSEL ARRIVES WITHIN THE DISCHARGE WINDOW: THE NOR DATE AT DISCHARGE PORT WILL BE AT NOR PLUS 6 HOURS OR ALL FAST, WHICHEVER OCCURS EARLIER.
- IF VESSEL ARRIVES OUT OF THE DISCHARGE WINDOW: THE NOR DATE WILL BE CONSIDERED WHEN THE VESSEL IS ALL FAST.
IN ANY OF THE ABOVE CASES, THE NOR WILL BE CONSIDERED VALID ONLY WHEN THE SELLER'S VESSEL COMPLIES WITH THE FOLLOWING REQUIREMENTS:
1. SEND VIA EMAIL, NO LATER THAN 24 HOURS BEFORE THE FIRST DAY OF THE DISCHARGE WINDOW, A SCANNED COPY OF BILLS OF LADING ISSUED AND/OR ENDORSED TO THE ORDER OF ECOPETROL S.A. (IT CAN BE A COPY OR AN ORIGINAL DOCUMENT BUT IT MUST BE PROPERLY ENDORSED). IF COPY / ORIGINAL BILL(S) OF LADING DULY ISSUED OR ENDORSED TO THE ORDER OF ECOPETROL S.A. ARE NOT SENT WITHIN THE REQUESTED ANTICIPATION, THE VALID NOR WILL BE WHEN THE VESSEL IS ALL FAST.
2. VESSEL MUST TENDER NOR AT CUSTOMARY ANCHORAGE ZONE. IN CASE THERE IS NO SPACE AT CUSTOMARY ANCHORAGE AREA, NOR MAY BE TENDERED AT THE SEA BUOY AND SELLER MUST PROVIDE COMMUNICATION FROM THE PORT AUTHORITIES REGARDING THIS SITUATION.
VESSEL COMPLIES WITH ALL REQUIREMENTS FROM ALL GOVERNMENTAL AND MARITIME AUTHORITIES AND IS LEGALLY AND OPERATIONALLY READY TO BERTH AND INITIATE CARGO OPERATIONS.
NOR DATE (*) AT DISCHARGE PORT + 15 CALENDAR DAYS (NOR EQUALS DAY ZERO) OR 5 COLOMBIAN BUSINESS DAYS AFTER RECEIPT OF FINAL AND CORRECT INVOICE, WHICHEVER OF THESE TWO EVENTS OCCUR LATEST. INVOICES WITH ERRORS WILL NOT BE CONSIDERED AS RECEIVED.
INVOICING: IN ORDER TO PROCESS PAYMENT, INVOICES MUST CONTAIN THE FOLLOWING:
INVOICE WITH DEFINITIVE PRICE :
1. SELLER'S NAME AND ADDRESS
2. INVOICE ISSUE DATE
3. DESCRIPTION OF THE PRODUCT (AS SHOWN IN THE CONTRACT)
4. QUANTITY (AS DEFINED BY THE PRICE INDEX I.E. GALLONS OR BARRELS)
5. PRICE PER UNIT (EXPRESSED IN USD)
6. TOTAL VOLUME / WEIGHT
7. NET AND GROSS QUANTITY
8. INCOTERM WITH THE DELIVERY PLACE AS AGREED
9. PRICE SEGREGATED INTO FOB PRICE, INSURANCE AND FREIGHT AND DELIVERY COST WHEN IT APPLIES AND WITH THE INCOTERMS AS AGREED (DAP, DES OR CIF)
10. SIGNED AND IN COMPANY'S LETTERHEAD PAPER
INVOICE WITH PRELIMINARY PRICE (IN ADDITION TO THE ABOVE REQUIREMENTS):
1. INVOICE HEADING SHALL READ: INVOICE (NOR "PRELIMINARY INVOICE", AS IT IS NOT ACCEPTED BY CUSTOMS)
2. THE INVOICE MUST READ "UNIT PRELIMINARY PRICE "
DEBIT OR CREDIT NOTES
ONCE THE FINAL PRICE HAS BEEN ESTABLISHED AFTER ISSUING AN INVOICE WITH A PRELIMINARY PRICE, THE RESULTING DEBIT OR CREDIT NOTE REQUIRES:
1. DOCUMENT HEADING SHALL READ DEBIT NOTE OR CREDIT NOTE AS IT IS THE CASE
2. IT SHOULD INCLUDE THE FOLLOWING NOTE:
THIS DEBIT (OR CREDIT NOTE) ADJUSTS THE FOB VALUE AS STATED ON THE INVOICE (NUMBER) SINCE THE FINAL PRICE OF THE CARGO HAS BEEN ESTABLISHED.

LAYTIME: 42 HOURS PLUS 6 HOURS NOR DATE (*) OR WHEN ALL FAST WHICHEVER OCCURS EARLIER.

VESSEL/BARGE: VESSEL OR BARGE MUST COMPLY WITH ECOPETROL'S VETTING RULES AND BE APPROVED IN ORDER TO BE RECEIVED. APPROVAL SHOULD NOT BE UNREASONABLY WITHHELD.

INSPECTION: 50%/50% AT LOAD PORT FOR QUANTITY.

CREDIT: 50%/50% AT DISCHARGE PORT FOR QUALITY.

OPEN LINE

DEMURRAGE RATE: AS PER SELLER'S CHARTER PARTY, BUT IN NO EVENT SHALL BUYER BE REQUIRED TO REIMBURSE SELLER FOR AN AMOUNT HIGHER THAN THE ACTUAL AMOUNT OF DEMURRAGE PAID BY SELLER TO ITS VESSEL OWNER.

DEMURRAGE CLAIMS SHALL BE SUPPORTED BY THE FOLLOWING DOCUMENTS

- NOTICE OF READINESS
- STATEMENT OF FACTS
- DISCHARGE PRESSURE LOGS (WHERE APPLICABLE)
- CHARTER PARTY OR FIXTURE RECAP FOR SPOT CHARTERED VESSELS
- INVOICE RESENTED TO THE VESSEL PARTY FOR DEMURRAGE INCURRED OR INVOICE PRESENTED BY
- BILL OF LADING OR INSPECTOR REPORTS TO SUBSTANTIATE PRO – RATIONS.
- AMONG ANY OTHER DOCUMENTS REASONABLY REQUESTED BY THE SELLER.

LAW: NEW YORK LAW AND ARBITRATION

“CONFIDENTIALITY. ALL NEGOTIATIONS, ARBITRATION, AND EXPERT DETERMINATIONS RELATING TO A DISPUTE (INCLUDING A SETTLEMENT RESULTING FROM NEGOTIATION, AN ARBITRAL AWARD, DOCUMENTS EXCHANGED OR PRODUCED DURING ARBITRATION PROCEEDING, AND MEMORIALS, BRIEFS OR OTHER DOCUMENTS PREPARED FOR THE ARBITRATION) ARE CONFIDENTIAL AND MAY NOT BE DISCLOSED BY THE PARTIES, THEIR EMPLOYEES, OFFICERS, DIRECTORS, COUNSEL, CONSULTANTS, AND EXPERT WITNESSES, EXCEPT TO THE EXTENT NECESSARY TO ENFORCE THIS CLAUSE OR ANY ARBITRATION AWARD, TO ENFORCE OTHER RIGHTS OF A PARTY, OR AS REQUIRED BY LAW AND/OR BY THE REGULATIONS OF A STOCK EXCHANGE HAVING JURISDICTION OVER ANY PARTY; PROVIDED, HOWEVER, THAT BREACH OF THIS CONFIDENTIALITY PROVISION SHALL NOT VOID ANY SETTLEMENT, EXPERT DETERMINATION OR AWARD. THE DISCLOSING PARTY WILL ONLY FURNISH THAT PORTION OF THE AFOREMENTIONED INFORMATION WHICH IS LEGALLY REQUIRED.”

SPECIAL CLAUSE: QUOTE:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PAYMENT SHALL BE MADE AGAINST PRESENTATION OF THE ORIGINAL BILL OF LADING, ORIGINAL INVOICE AND ORIGINAL CERTIFICATE OF ORIGIN (WITHOUT DISCREPANCIES), THE “SHIPPING DOCUMENTS”. IF ORIGINAL SHIPPING DOCUMENTS ARE NOT AVAILABLE AT THE TIME OF PAYMENT OR IF THE ORIGINAL SHIPPING DOCUMENTS HAVE DISCREPANCIES, PAYMENT TO BE RELEASED AGAINST LOI IN THE FORMAT REQUESTED BY BUYER (SEE ATTACHED FILE).

NOTWITHSTANDING THE FOREGOING, SELLER MUST PROVIDE BUYER THE 3/3 ORIGINAL BILLS OF LADING (EXACTLY THE SAME DOCUMENT THAT WAS PROVIDED FOR DISCHARGING OPERATION), ORIGINAL INVOICE, AND ORIGINAL CERTIFICATE OF ORIGIN NO LATER THAN 15 DAYS AFTER COMPLETION OF DISCHARGE.

THE SELLER UNDERSTANDS THAT SELLER'S FAILURE TO DELIVER THE SHIPPING DOCUMENTS TO BUYER WITHIN THE TIME PERIODS SET FORTH HEREIN MAY SUBJECT BUYER TO FINES, PENALTIES,COSTS AND EXPENSES. THEREFORE, THE SELLER HEREBY INDEMNIFIES AND HOLDS BUYER AND ANY OF BUYER'S SERVANTS OR AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, FINES, PENALTIES, COSTS AND/OR EXPENSES OF WHATEVER NATURE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) WHICH BUYER OR ANY OF BUYER'S SERVANTS OR AGENTS MAY SUFFER BY REASON OF FAILURE TO DELIVER 3/3 ORIGINAL BILLS OF LADING, THE ORIGINAL INVOICE AND THE ORIGINAL CERTIFICATE OF ORIGIN IN A FORMAT _____ AND OTHER SHIPPING DOCUMENTS WITHIN THE TIME-FRAME SPECIFIED HEREIN.

FOR CUSTOMS PURPOSES, SELLER SHALL PROVIDE A COPY OF THE SHIPPING DOCUMENTS, INCLUDING, WITHOUT LIMITATION, A B/L ISSUED OR ENDORSED TO THE ORDER OF ECOPETROL S.A. AT LEAST 24 HOURS PRIOR TO DISCHARGE OPERATION. TIME SPENT WAITING FOR THE ABOVE DOCUMENT WILL BE AT SELLER'S ACCOUNT. ECOPETROL S.A WILL NOT BE RESPONSIBLE FOR DEMURRAGE COST THAT MIGHT BE CAUSED FOR THE SELLER'S FAILURE IN COMPLYING WITH THE ABOVE REQUIREMENT.

SELLER GUARANTEES THAT THE ORIGIN OF THE CRUDE/PRODUCT IS _____ AND THE CERTIFICATE OF ORIGIN TO BE PROVIDED WILL BE ISSUED IN A FORMAT ALADI/MERCOSUL/CARICOM/ FORM A/ ACUERDO DE COMPLEMENTACION ECONOMICA N 24 COLOMBIA-CHILE/.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE FOREGOING PROVISIONS, OR THE BEACH THEREOF, SHALL BE DETERMINED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS INTERNATIONAL ARBITRATION RULES. SUCH ARBITRATION SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT OF A PARTY TO INITIATE SUMMARY PROCEEDINGS.

UNQUOTE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PLEASE NOTE THAT RELATED CLAUSES TO EXPORT COMPLIANCE & SANCTIONS LAWS, ANTI-CORRUPTION, ANTI-BOYCOTT, CONFLICT OF INTEREST AND VIOLATION AND REMEDY PROVISIONS, WILL BE INCLUDED IN THE CONTRACT.

NOTE:

WINNING OFFER WILL BE SELECTED USING FOLLOWING CRITERIA

- * MOST ECONOMICAL PRICE
- * STRICT COMPLIANCE OF ALL THE OTHER TERMS MENTIONED ABOVE
- * ECOPETROL S.A RESERVE ITS RIGHT TO CONDUCT ADDITIONAL ROUNDS UNDER THIS NEGOTIATION IF NECESSARY
- * ECOPETROL S.A RESERVE ITS RIGHT TO AWARD THIS CARGO OR CANCEL THIS NEGOTIATION.

Please send your offers no later than Thursday June 2nd , 2022, **(10:00 AM Houston time)** valid through Friday June 3rd, 2022 **(COB Houston time)**, to the addresses: Juan.escovar@ecopetrol.com.co ; oscar.gonzalez@ecopetrol.com.co; andresfe.ramirez@ecopetrol.com.co ; juan.castrillon@ecopetrol.com.co and daniel.devis@ecopetrol.com.co

IN ORDER TO ACCEPT THE OFFER AND BECOME ELIGIBLE, THE COMPANY MUST BE REGISTERED AS COUNTERPARTY IN ECOPETROL SYSTEMS.