

MINITENDER: 1 CARGO OF ULSD  
FOB HOUSTON AREA // JUN 05-09



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

PLEASE REMEMBER THAT LOI AND SPECIAL WORDING INCLUDED IN THIS MAIL 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:** ULSD  
**DELIVERY TERMS:** FOB HOUSTON AREA, USA (INCOTERMS 2010)  
**LOADING WINDOW:** JUN 05-09, 2022  
**NOMINATION PROCEDURE:** BUYER WILL INFORM SELLER THE THREE (3) DAYS LOADING WINDOW, FIFTEEN (15) DAYS IN ADVANCE TO THE FIRST DAY OF THE WINDOW, AN AS POSSIBLE IN LINE WITH THE PROGRAMME AT ORIGIN.  
**QUANTITY:** 300.000 BLS +/-10% PER CARGO AT SELLER'S OPTION  
**QUANTITY MEASUREMENT:** AS PER STATIC SHORE TANKS AT LOAD PORT (B/L FIGURES), CERTIFIED BY MUTUALLY ACCEPTABLE INDEPENDENT INSPECTOR.  
**QUALITY:** IF ACTIVE TANK OR IF SHORE-TO-SHIP DIFFERENCE IS OVER 0.3% VESSEL FIGURES WITH VALID VEF TO APPLY. MUST BE INFORMED WITH THE PROPOSAL. COMPLETE LOADING QUALITY MUST BE SENT TO BUYER AS SOON AS POSSIBLE AFTER LOADING COMPLETION  
**QUALITY MEASUREMENT:** AS PER SHORE TANK SAMPLE AT LOAD PORT, CERTIFIED BY MUTUALLY ACCEPTABLE INDEPENDENT INSPECTOR. REFINERY TO ISSUE COA WHICH IT CAN BE VERIFIED BY AN ACCEPTABLE INDEPENDENT INSPECTOR OR INSPECTOR TO WITNESS RESULTS AT REFINERY LAB.  
**PRICE:** **OPTION 1:** PLATTS ULSD USGC PIPE (AATGY00) + DIFFERENTIAL  
**OPTION 2:** PLATTS ULSD USGC PIPE (AATGY00) + DIFFERENTIAL – ARGUS RVO  
**PRICING:** 3 DAYS AROUND B/L DATE AT LOADPORT OR DEEMED DATES PER PARTIES AGREEMENT. 3 CONSECUTIVE QUOTES SHALL ALWAYS APPLY. IF B/L DATE IS A SATURDAY OR A NON-PUBLICATION DATE OTHER THAN MONDAY, THEN THE IMMEDIATELY PRECEDING QUOTATION SHALL BE USED AS B/L DATE. IF B/L DATE IS A SUNDAY OR A MONDAY NON-PUBLICATION DATE, THE IMMEDIATELY FOLLOWING QUOTATION WILL BE USED AS B/L DATE. THREE (3) SEPARATE QUOTES SHALL ALWAYS APPLY.  
**PAYMENT TERMS:** B/L DATE + 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:** 36 HOURS PLUS 6 HOURS NOR DATE (\*) OR WHEN ALL FAST WHICHEVER OCCURS EARLIER. NO PRO-RATA CARGOES WILL BE ALLOWED.  
**VESSEL:** VESSEL MUST COMPLY WITH SELLER'S VETTING RULES AND BE APPROVED IN ORDER TO BE RECEIVED. APPROVAL SHOULD NOT BE UNREASONABLY WITHHELD.  
**INSPECTION:** 50%-50% AT DISCHARGE PORT FOR QUALITY AND QUANTITY  
**CREDIT:** OPEN LINE  
**DEMURRAGE RATE:** AS PER CHARTER PARTY.

**LAW:**

NEW YORK LAW AND ARBITRATION

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.

**SPECIAL CLAUSE:**

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.

**NOTE:**

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.

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 Wednesday May 18th, 2022, (10:00 AM Houston time) valid through Thursday May 19th, 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 ; jualan.zuluaga@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.