

PART II. GENERAL CLAUSES

1. RISK AND TITLE

THE BIDDER ACCEPTS THAT THE RISK AND TITLE APPLIES AS THE PROVISIONS OF INCOTERMS 2010.

2. SUPPLY SOURCE AND LOAD PORT:

BIDDERS MUST INDICATE INTENDED SUPPLY SOURCE AND LOAD PORT. OFFERS INCLUDING MORE THAN ONE INTENDED SUPPLY SOURCE WILL BE PREFERRED.

IT IS ALSO IMPORTANT TO INDICATE IF THE INTENTION IS TO DO PART CARGOES (DIFFERENT PARCELS FOR DIFFERENT CUSTOMERS).

3. PAYMENT TERMS

PREFERABLY OPEN ACCOUNT VIA DIRECT WIRE TRANSFER 30 DAYS AFTER THE BILL OF LADING (B/L) DATE (HOSES DISCONNECTED AT LOAD PORT).

FOR THE ECONOMICAL ANALYSIS ONLY, SHORTER/LONGER CREDIT PERIOD WILL BE EVALUATED AT AN ANNUAL INTEREST RATE OF 2% COMPARE WITH THE STANDARD 30 DAYS FROM B/L PAYMENT TERMS.

IN THE EVENT THAT THE DUE DATE OF PAYMENT IS BEFORE THE DISCHARGE OF THE CARGO, THE PARTIES SHALL AGREE A NEW DUE DATE.

IN CASE THE SELLER FAILS TO PROVIDE THE CARGO PURSUANT THE SPECIFIED QUALITY AND QUANTITY CONDITIONS, RECOPE, AT ITS OWN DISCRETION AND WITHOUT ANY LIABILITY, MAY WITHHOLD ANY PAYMENT AND/OR TERMINATE THE CONTRACT.

LETTER OF CREDIT:

THE COST OF THE ESTABLISHING OF LETTER OF CREDIT (L/C) WILL BE TAKEN INTO CONSIDERATION IN OUR ECONOMICAL EVALUATION, AT THE COST FOR RECOPE WHICH IS 1% ANNUAL. THIS EVALUATION WILL CONSIDER THE ESTABLISHMENT OF THE L/C, 5 DAYS BEFORE THE START OF LOADING AND TO BE VALID 10 DAYS AFTER THE DATE OF PAYMENT. IF THE L/C TO BE ESTABLISHED AT AN EARLIER DATE AND BE VALID FOR A LONGER PERIOD, THE COST OF THIS ADDITIONAL PERIOD ALSO WILL BE TAKEN INTO CONSIDERATION, SPECIFY.

PAYMENT PROCEDURE:

RECOPE CAN INITIATE THE PAYMENT PROCEDURE WITH FAXED OR SCANNED COPIES OF THE DOCUMENTS (INVOICE AND B/L). HOWEVER, THE ORIGINALS (B/L AND INVOICE) MUST BE SENT TO RECOPE, ADDRESSED TO DIRECCIÓN DE COMERCIO INTERNACIONAL. THE ORIGINAL DOCUMENTS MUST BE IN POSSESSION OF SUCH ADMINISTRATIVE UNIT AT LEAST 3 WORKING DAYS BEFORE PAYMENT DATE. OTHERWISE, RECOPE WILL NOT BE RESPONSIBLE FOR ANY PAYMENT DELAYS

4. INVOICING

AS PER AN INTERNAL REGULATION OF THE COSTA RICAN CUSTOMS AUTHORITY ALL COMMERCIAL INVOICES HAVE TO CONTAIN THE FOLLOWING INFORMATION:

- a. SELLER'S NAME AND ADDRESS
- b. FULL DESCRIPTION OF THE MERCHANDISE OR GOODS SUBJECT OF THE TRANSACTION (TYPE, QUANTITY, PRICE PER UNIT AND TOTAL WEIGHT).
- c. NET AND GROSS QUANTITY
- d. INCOTERMS
- e. PLACE AND DATE OF ISSUE OF THE INVOICE
- f. THE INVOICE HAS TO BE SIGNED AND STAMPED, AND INDICATE POSITION AND THE NAME OF PERSON WHO SIGNS IT.
- g. THE INVOICE SHOULD BE PRINTED IN THE COMPANY STATIONARY WITH ITS LETTERHEAD AND LOGOTYPE.

FOR THE CALCULATION OF THE CARGO ECONOMICS AND THE FINAL PRICE, FOUR DECIMALS IN CENTS PER GALLON PRICE TO BE USED.

DOCUMENTS REQUIRED FOR DIRECT WIRE TRANSFER: FIRST AND SECOND B/L, ORIGINAL AND SIGNED INVOICE, CERTIFICATE OF ORIGIN AND ORIGINAL CERTIFICATE OF INSURANCE FOR CIF OFFERS. DOCUMENTS SHOULD BE SENT TO RECOPE'S OFFICES VIA COURIER, ATTENTION DIRECCIÓN DE COMERCIO INTERNACIONAL DE COMBUSTIBLES.

5. DOCUMENTATION

THE FOLLOWING DOCUMENTS SHOULD BE ISSUED:

- (3) ORIGINAL BILL OF LADING
- ORIGINAL SIGNED COMMERCIAL INVOICE
- QUALITY AND QUANTITY CERTIFICATE ISSUED BY INDEPENDENT INSPECTOR FOR EVERY PORT
- CERTIFICATE OF ORIGIN
- CARGO MANIFEST
- ORIGINAL INSURANCE POLICY CERTIFICATE FOR CIF OFFERS, RECOPE INDICATED AS BENEFICIARY, AND MUST BE SENT BEFORE VESSEL'S ARRIVAL.

6. QUANTITY DETERMINATION

QUANTITY SHALL BE DETERMINED BASED ON THIS PREFERENCE AS PER CHAPTER 17 OF API MANUAL OF PETROLEUM MEASUREMENT STANDARD (CHAPTER 17): 1) FLOW METERS, 2) STATIC SHORE TANKS, 3) VESSEL MEASUREMENTS CORRECTED BY VESSEL EXPERIENCE FACTOR (VEF) (VEF DETERMINED AS PER THE API CHAPTER 17, SECTION).

B/L QUANTITY MUST BE CERTIFIED BY INDEPENDENT INSPECTOR AT LOAD PORT.

THE INDEPENDENT INSPECTOR WILL PERIODICALLY CHECK FLOW METER IS DULY CALIBRATED; SHORE TANKS SHALL BE STATIC, OUT OF CRITICAL ZONE (WHEN THEY HAVE FLOATING ROOF) AND HAVE VALID CALIBRATION TABLES. IF THE INSPECTOR DETERMINES THAT SHORE TANK MEASUREMENTS ARE NOT ACCURATE FOR SOME REASON, THEN VESSEL MEASUREMENTS WILL BE ADJUSTED BY VEF, IF AVAILABLE. VEF CAN BE USED FOR PART CARGOES WHEN CARGO REPRESENTS AT LEAST 70% OF VESSEL CAPACITY.

QUANTITY DETERMINATION PROCEDURES SHALL BE ACCORDING TO THE LATEST APPROVED METHODS OF API IN THE MANUAL OF PETROLEUM MEASUREMENT STANDARDS.

COMMINGLED CARGO IS NOT ACCEPTED, UNLESS PREVIOUS AUTHORIZATION IS OBTAINED FROM RECOPE.

7. IN TRANSIT LOSS AND REMAINING ON BOARD (ROB)

THIS CLAUSE APPLIES ONLY FOR CARGOES WHICH THE QUANTITY DETERMINATION IS BASED ON LOAD PORT FIGURES.

THE BIDDER ACCEPTS THAT THE MAXIMUM ACCEPTABLE LOSS FOR EACH PRODUCT IS AS FOLLOWS, CONSIDERING B/L AND SHORE OUTTURN FIGURES AT DISCHARGE PORT. THE FORMULA FOR THIS CALCULATION IS: (SHORE OUTTURN FIGURES AT DISCHARGE PORT MINUS B/L FIGURES) DIVIDED BY B/L FIGURES. SELLER SHOULD GUARANTEE COVERAGE OF DIFFERENCE BETWEEN THE MINIMUM CLAIMABLE INSURED LOSS AND THE CORRESPONDANT PERCENTAGE.

PRODUCT	MAX. LOSS ACCEPTABLE
GASOLINE, DIESEL, JET FUEL, FUEL OIL, IFO, LPG	0.15 %
MTBE, AV GAS, ASPHALT	0.30 %

FOR UNLEADED MOGAS RON 91 AND UNLEADED MOGAS RON 95 CARGOES, MAXIMUM LOSS ACCEPTABLE WILL BE CALCULATED CONSIDERING THE SUM OF BOTH GRADES OF GASOLINE, DUE TO RECOPE USES ONE LINE FOR BOTH GASOLINES. FOR THE REST OF THE PRODUCTS, EVEN COMBINED CARGOES, THE LOSS WILL BE CALCULATED EACH PRODUCT FOR SEPARATE, DUE TO EACH PRODUCT USES AN INDEPENDENT LINE.

REMAINING ON BOARD: ANY MEASURABLE AND PUMPABLE CARGO LEFT IN THE VESSEL WILL BE DEDUCTED FROM THE INVOICE, AT CIF/CFR/DAT COST PRICE. THE VOLUME IS TO BE DETERMINED BY THE INDEPENDENT INSPECTOR.

8. SCHEDULING

RECOPE WILL SCHEDULE AND NOMINATE THE CARGOES WITH 35 DAYS PREVIOUS NOTICE TO THE SELLER, PROVIDING A THREE-DAY DISCHARGE WINDOW AT PORT MOIN. THE SELLER SHALL CONFIRM THE CARGO LATEST 25 DAYS BEFORE THE FIRST DAY OF DISCHARGE WINDOW.

9. LAYTIME

SPECIFIC LAYTIME FOR EACH PRODUCT, SEE PART I. PARTICULAR CLAUSES OF THIS TENDER.

IF A VESSEL ARRIVES WITHIN THE DISCHARGE WINDOW, LAYTIME SHALL COMMENCE WHEN VESSEL IS ALL-FAST OR 6 HOURS AFTER NOTICE OF READINESS (NOR) IS TENDERED, WHICHEVER OCCURS FIRST AND ENDS UPON CARGO HOSES DISCONNECTION.

IF A VESSEL ARRIVES AFTER THE LAST ACCEPTED DAY OF THE ALLOWED DISCHARGE WINDOW, LAYTIME SHALL COMMENCE WHEN VESSEL IS ALL-FAST.

BECAUSE OF NIGHT RESTRICTION AT PORT MOIN (SEE ITEM 10), THE LAY DAYS END AT 16:00 HOURS OF THE LAST DAY OF THE DISCHARGE WINDOW.

IF A VESSEL ARRIVES BEFORE ITS ACCEPTED DISCHARGE WINDOW, TIME SHALL BEGIN AT 6:00 HOURS OF FIRST DAY OF SUCH WINDOW OR WHEN VESSEL IS ALL-FAST WHICHEVER OCCURS FIRST.

FOR LAYTIME CALCULATION PURPOSES, A MAXIMUM OF 2 HOURS FOR STRIPPING WILL BE CONSIDERED.

LAYTIME WILL FINISH AT DISCHARGE PORT UPON HOSES DISCONNECTION.

TIME NOT TO COUNT AS LAYTIME (BUT NOT LIMITED) OR TIME ON DEMURRAGE, IF VESSEL IS ON DEMURRAGE, AS LAYTIME WHEN SPENT:

- ON AND INWARD PASSAGE MOVING FROM ANCHORAGE AREA TO BERTH, EVEN IF LIGHTERING HAS TAKEN PLACE (FROM ANCHOR AWEIGH UNTIL VESSEL IS ALL FAST).
- TIME FROM ALL FAST TO GANGWAY DOWN.
- DUE TO BREAKDOWN, INEFFICIENCY OR OTHER CAUSE ATTRIBUTABLE TO THE VESSEL.
- AS RESULT OF STRIKE, LOCK OUT, STOPPAGE OR RESTRAINT OF LABOR OF MASTER, OFFICERS OR CREW OF THE VESSEL, OR TUGBOATS, OR PILOT.
- SHIFTING OR VESSEL MOVEMENT (MAXIMUM ONE SHIFTING).
- INSPECTION TIME ON THE VESSELS TANKS AND TAKING OF SAMPLES (IF CARGO IS DAT AND IT WAS NOT SAMPLED ON BAY PRIOR TO BERTHING), MAXIMUM OF 4 HOURS TO DEDUCT.
- TIME WAITING FOR AND SPENT BY OFFICIAL AUTHORITIES TO GRANT FREE PRATIQUE, EXCEPT IF IT OCCURS SIMULTANEOUSLY WITH ABOARDING THE VESSEL BY RECOPE TERMINAL PERSONNEL. VISIT ON BAY FOR SAMPLING DOES NOT IMPLY FREE PRACTIQUE GRANTED.
- IF FREE PRATIQUE IS REFUSED, THE VESSEL WILL BE PLACED IN QUARANTINE. IN SUCH CIRCUNSTANCES IT CANNOT BE READY TO DISCHARGE AND LAYTIME WILL BE NOT RUN UNTIL QUARANTINE RESTRICTIONS HAVE BEEN LIFTED.
- WHEN ALL OR PART OF SUCH DEMURRAGES IS INCURRED DUE TO FIRE OR EXPLOSION AT DISCHARGE PORT IN/OR ABOUT THE PLANT OF CHARTERER, SHIPPER OR CONSIGNEE OF THE CARGO, IF ARISES OR RESULTS FROM AN ACT OF GOD, ACT OF WAR, RIOT, CIVIL CONMOTION, ETC, THE RATE OF DEMURRAGE SHALL BE REDUCED TO ONE HALF FOR THE PERIOD OF SUCH DEMURRAGE OR PART THEREOF.

10. NIGHT RESTRICTION

IN PORT MOIN, COSTA RICA FOR OPERATIONAL SAFETY REASONS, ACCORDING TO PORT AUTHORITY REGULATIONS FOR THE ATLANTIC COAST, ANY VESSEL OVER 140 METERS (459,32 FEET) OF LOA WILL NOT BE BERTHED BETWEEN 16:00 HOURS UNTIL 05:00 HOURS OF THE FOLLOWING DAY. THEREFORE, FOR VESSELS OVER

140,00 METERS ARRIVING PORT MOIN AFTER 16:00 HOURS, THE LAYTIME WILL COMMENCE AT 05:00 HOURS OF THE FOLLOWING DAY OR NOR PLUS 6 HOURS, WHICHEVER IS GREATER OF THE TWO.

11. BAD WEATHER CLAUSE

IN CASE OF BAD WEATHER OR ROUGH SEA CONDITION AT DISCHARGE PORT, THAT MAKE NOT POSSIBLE BERTHING MANEUVERS OR STAY THE VESSEL ALONGSIDE THE BERTH, THE DEMURRAGE RATE WILL BE REDUCED TO 50% DURING THE FIRST 96 HOURS, AND THEREAFTER 100% AT RECOPE'S ACCOUNT. PORT AUTHORITY WILL DETERMINE IF IT IS SAFE TO BERTH AND MAINTAIN THE VESSEL AT BERTH SECURELY. SMALLER VESSELS (UNDER 140 METERS OF LOA) HAVE A BETTER OPPORTUNITY TO BE BERTHED DURING ROUGH SEA CONDITION. IF VESSEL IS MORE THAN 140 METERS OF LOA, PORT AUTHORITY MAY CONSIDER NOT TO BERTH A VESSEL DUE TO ITS OWN CHARACTERISTICS (LOA, DEAD WEIGHT AND DRAFT), DESPITE ANOTHER SMALL VESSEL COULD BE BERTHED.

12. INSPECTION

FOR CIF/CFR DELIVERIES, QUANTITY AND QUALITY WILL BE DETERMINED AT LOADING PORT. RECOPE WILL PARTICIPATE AT LOADING PORT INSPECTION.

FOR DAT DELIVERIES, QUANTITY AND QUALITY WILL BE DETERMINED AT DISCHARGE PORT BY AN INDEPENDENT PETROLEUM INSPECTOR. ALSO RECOPE WILL PARTICIPATE AT LOADING PORT INSPECTION.

THE INSPECTOR WILL BE JOINTLY NOMINATED AND THE COSTS TO BE SHARED EQUALLY AMONG THE PARTIES. THE SAME APPLIES FOR SAMPLING OF THE PRODUCTS AND DETERMINATION OF QUALITY EITHER IS RUN ANALYSIS IN INSPECTOR LABORATORY OR WITNESS AT A THIRD LABORATORY.

FINDINGS OF INDEPENDENT INSPECTOR WILL BE BINDING FOR ALL THE PARTIES FOR INVOICING PURPOSES AND ANY CLAIMS, EXCEPT OF MANIFEST ERRORS OR FRAUD.

RECOPE'S SHARE OF THE COST OF INSPECTION SERVICES AT BOTH PORTS IS TAKEN INTO ACCOUNT IN THE ECONOMICAL EVALUATION OF THE OFFERS.

13. NOTICES

THE SELLER SHALL SEND TO BUYER AND TERMINAL (DIRECTLY BY THE VESSEL OR THROUGH ITS PORT AGENTS) ESTIMATED TIME OF ARRIVAL (ETA) MESSAGES IMMEDIATELY UPON SAILING FROM LOAD PORT AND 96/72/48/24 HOURS BEFORE ARRIVAL TO DISCHARGE PORT (IF APPLICABLE).

IF VESSEL FAILS TO GIVE ETA MESSAGES TO DISCHARGE PORT, LAYTIME SHALL COMMENCE WHEN THE VESSEL IS ALL-FAST AT THE BERTH.

ANY ETA VARIATION MORE THAN 2 HOURS WITHIN 24 HOURS OF ARRIVAL TO LOAD OR DISCHARGE PORT SHOULD BE REPORTED TO THE AUTHORITIES.

14. NOTICE OF READINESS (NOR)

NOTICE OF READINESS (NOR) IN PORT MOIN, LIMON, COSTA RICA MUST BE TENDERED AT ANCHORAGE AREA ONLY WHICH HAS THE FOLLOWING COORDINATES:

LATITUDE: 10° 01'50" N (10 GRADES 01 MINUTE 50 SECONDS NORTH)
LONGITUDE: 83° 05'43" W (83 GRADES 05 MINUTES 43 SECONDS WEST)

15. VESSEL NOMINATION, CHARACTERISTICS AND REQUIREMENTS

VESSEL NOMINATION TO BE SENT WITH THE UPDATED QUESTIONNAIRE 88 (LATEST VERSION), AT LEAST 7 DAYS BEFORE THE FIRST DAY OF LOADING. DEMURRAGE RATE TO BE INDICATED AS PER CHARTER PARTY AT THE TIME OF VESSEL NOMINATION.

RECOPE SHALL NOTIFY SELLER OF ITS ACCEPTANCE OR REJECTION OF THE NOMINATED VESSEL WITHIN 1 WORKING DAY AFTER THE NOMINATION.

NOMINATED VESSEL SHOULD NOT BE OLDER THAN 15 YEARS AND SHOULD BE CLASSIFIED BY A FIRST CLASS CLASSIFICATION SOCIETY. IMO APPROVAL AND OCIMF COMPLIANCE.

ISPS COMPLIANCE IS REQUIRED, RECOPE AND PORT AUTHORITY ARE ENTITLED TO VERIFICATION OF THIS.

VESSEL TO BE USED SHOULD HAVE CIVIL RESPONSIBILITY AND POLLUTION INSURANCE COVERAGE FOR ONE BILLION DOLLARS AND THIS CERTIFICATE TO BE AVAILABLE FOR RECOPE'S OR PORT AUTHORITY VERIFICATION, ON REQUEST.

TO ASSURE A SAFE BERTHING VESSEL SHOULD HAVE: 2 BOW, 2 STERN AND 2 MAIN DECK WINCHES IN PERFECT WORKING CONDITIONS, WITH A MIN HOLDING POWER OF 30 TONS. VESSELS WITHOUT INERT GAS SYSTEM AND/OR WINCHES AS DESCRIBED ABOVE WILL NOT BE ACCEPTED.

VESSELS SHOULD HAVE ADEQUATE BOLLARDS AND BITS IN ORDER TO RECEIVE 3 HEADLINES, 3 STERN LINES, 4 BREAST LINES AND 4 SPRING LINES.

VESSEL MUST BE ABLE TO PROVIDE MINIMUM 16 ROPES OF MINIMUM 3 INCHES DIAMETER OF ADEQUATE LENGTH AND MATERIAL (FOUR FOR REPLACEMENT IF NECESSARY) AND BE PREPARED TO RECEIVE MINIMUM 8 MOORING SHORE WIRES AT BOW AND STERN AS SPRING LINES OR BREAST LINES, WHEN REQUIRED BY THE TERMINAL.

FOR THE AVOIDANCE OF THE DOUBT ACCEPTANCE OF ANY VESSEL SHALL NOT CONSTITUTE A CONTINUING ACCEPTANCE OF SUCH VESSEL FOR ANY SUBSEQUENT VOYAGE.

16. PUMPING

SELLER MUST GUARANTEE THAT THE VESSEL IS CAPABLE OF DISCHARGING FULL CARGO WITHIN 24 HOURS AND THAT VESSEL IS ABLE TO MAINTAIN A MINIMUM PUMPING PRESSURE OF 125 PSI AT VESSEL'S RAIL OR VESSEL TO GIVE A MINIMUM PUMPING RATE AS PER BELOW:

PRODUCT	DISCHARGE RATE (BBL/H)
DIESEL	10.000
GASOLINES	9.500
JET FUEL	4.000
FUEL OIL	8.000
MTBE	4.000
LPG	1.800
AV GAS	750

IF DUE TO UNSATISFACTORY PERFORMANCE, THE VESSEL IS UNABLE TO MEET THE MINIMUM DISCHARGE RATE REQUESTED BY SHORE DURING THE DISCHARGE, ALL TIME EXCEEDING WILL BE DEDUCTED FROM LAYTIME OR TIME ON DEMURRAGE. MOREOVER, IF VESSEL SEEMS LIKELY THAT IT WILL CAUSE DEMURRAGE TO ANOTHER VESSEL DUE TO PUMPING INEFFICIENCY, BUYER HAS THE OPTION TO UNBERTH THE VESSEL AND ALL THE TIME SPENT WAITING ANCHORED OUTSIDE THE PORT AND THE COST OF REBERTHING THE VESSEL, WILL BE FOR SELLER'S ACCOUNT.

DISCHARGE FACILITIES:

PIPELINE LENGHT: 3,5 km APPROX.

PRODUCT	HOSE DIAMETER (IN)	LINE (IN)	FLANGES (PSI)
DIESEL	2 X 8	20	150
JET FUEL	2 X 8	16	150
FUEL OIL	2 X 8	20	150
GASOLINES, MTBE	2 X 8	20	150
LPG	1 X 6	10	200
AV GAS	2 X 8	6	150

FOR THE PURPOSES OF THIS CLAUSE, THE INDEPENDENT INSPECTOR WILL RECORD THE DISCHARGE PRESSURE AT VESSEL'S RAIL AND THIS LOG WILL BE THE OFFICIAL PRESSURE TO BE USED.

MULTIGRADE CARGOES MUST BE DISCHARGED SIMULTANEOUSLY.

17. DISCHARGE PORT (PORT MOIN) CHARGES

a) THE FOLLOWING CHARGES AT PORT MOIN WILL BE PAID DIRECTLY BY RECOPE TO PORT AUTHORITY:

- MOORING/UNMOORING AND PILOT SERVICES (ATENCION A LA NAVE)
- TUG BOAT SERVICES
- DOCKAGE (MUELLAJE)
- TIME AT BERTH
- LOCAL TAXES

IF THE VESSEL IS UNBERTHED FOR CAUSES ATTRIBUTABLE TO THE VESSEL OR SELLER, THE COST OF THE PORT CHARGES TO RE-BERTH THE VESSEL WILL BE FOR SELLER'S ACCOUNT.

b) THE CHARGES FOR RECEPTION AND CLEARANCE OF THE VESSEL IS FOR SELLER'S ACCOUNT

c) PORT CHARGES DO NOT INCLUDE MARINE AGENCY FEES, CONSULAR FEES (LEGALIZATION OF DOCUMENTS BY COSTA RICAN CONSULATE) OR OTHER CHARGES.

18. MARINE AGENTS AT DISCHARGE PORT

RECOPE RESERVES THE RIGHT TO ACCEPT OR REJECT THE MARINE AGENT IF RECOPE IS NOT SATISFIED WITH THE SERVICE OR IF THE SERVICE IS AFFECTING OR DELAYING OPERATIONS.

19. DISCHARGE PORT DESCRIPTION AND FACILITIES

DEAD WEIGHT: 60 000 MT MAX
BASIN DEPTH: 14,0 METERS BELOW SEA LEVEL
MAX DRAFT: 11.5 METERS (SW)
MAX LOA: 213 METERS
BEAM: NO RESTRICTIONS
STORAGE TANKS ALTITUDE: APPROX. 4 METERS ABOVE SEA LEVEL.

20. BILL OF LADING (B/L) DATE ESTABLISHMENT

FOR CARGOES ALREADY AT STORAGE, THE B/L DATE WILL BE SET ON THE DISCONNECTION OF HOSES AFTER LOADING AT THE TERMINAL.

IF THE SUPPLIER IS LOADING THE CARGO FOR RECOPE AND ANOTHER CLIENT, THEN THE B/L DATE FOR RECOPE PARCEL WILL BE SET ON THE DATE OF CONCLUDING THIS PARCEL, IF THE VESSEL CONTINUES LOADING THE SECOND PARCEL FOR ANOTHER CLIENT AND THE HOSE CONTINUES CONNECTED.

WHEN PRODUCTS ARE LOADED AT DIFFERENT TERMINALS, PORTS OR PIER, EACH PARCEL SHOULD HAVE ITS OWN B/L DATE, ACCORDING TO EACH HOSE DISCONNECTION.

RECOPE WILL NOT ACCEPT ANY CARGO UNILATERALLY DECIDED BY THE SELLER, ALREADY ON THE WATER WITH AN ESTABLISHED B/L DATE. FOR THOSE CARGOES, THE SELLER SHOULD PROPOSE THE CARGO TO THE BUYER AND INDICATE THE B/L DATE, LOAD PORT AND THE COUNTRY OF ORIGIN. CONSEQUENTLY BOTH PARTIES CAN DETERMINE HOW TO ESTABLISH THE QUANTITY, QUALITY, PRICING DAYS AND PAYMENT PERIOD. THE SELLER MUST SEND A COPY OF THE PRODUCT QUALITY AND QUANTITY REPORT AT LOAD PORT, WITNESSED AND ISSUED BY AN INDEPENDENT INSPECTOR, ADDRESS TO OPERATIONAL CONTACT AT DIRECCION DE COMERCIO INTERNACIONAL DE COMBUSTIBLE AT RECOPE.

21. CLAIMS

DEMURRAGE CLAIMS FROM SELLER TO BUYER, AND QUANTITY, QUALITY AND OTHERS CLAIMS FROM BUYER TO SELLER MUST BE SENT WITH COPY OF THE SUPPORTING DOCUMENTS (INSPECTOR REPORT, LETTERS OF PROTEST, COPY OF OWNERS CLAIM, COPY OF CHARTER PARTY, AMONG OTHERS). IF ANY CLAIM IS NOT RECEIVED BY THE COUNTERPARTY IN WRITING WITH THE SUPPORTING DOCUMENTATION WITHIN 60 DAYS (DEMURRAGE CLAIMS) AND 90 DAYS (QUANTITY AND QUALITY CLAIMS) AFTER THE DATE OF CONCLUSION OF DISCHARGE (HOSES DISCONNECTION), IT SHOULD BE DEEMED, WAIVED AND EXTINGUISHED. BOTH PARTIES MUST DO THEIR BEST EFFORT TO RESOLVE AND CONCLUDE ALL CLAIMS IN AN EXPEDITE FORM IN A REASONABLE TIME PERIOD.

IN ORDER TO VERIFY THE DEMURRAGE CLAIM, A COPY OF THE FINAL CLAIM INVOICE ISSUED BY THE FREIGHTER SHOULD BE PRESENTED IN EACH CASE. IF SELLER CAN NOT DEMONSTRATE THAT THERE WAS A CLAIM FROM THE VESSEL, RECOPE WILL NOT PAY ANY CLAIM FROM SELLER.

22. PRODUCT CONTAMINATION

IF BY ANY CAUSE BEYOND RECOPE'S CONTROL, CONTAMINATION OF PRODUCTS SHALL OCCUR DURING THE LOADING, TRANSPORTATION OR DISCHARGE, DUE TO NEGLIGENCE OR FAULT OF THE VESSEL'S CREW, OR FAILURE OF MACHINERY, SELLER SHALL BEAR THE EXPENSES INCURRED TO REPROCESS THOSE PRODUCTS AND REDELIVER IT AT PORT MOIN, OR DEGRADATION COST, WHICHEVER BE THE CASE, OR PROPOSE ALTERNATIVE MEASURES FOR RECOPE.

23. OIL POLLUTION

THE VESSEL WILL BE REQUIRED TO BE PROPERLY INSURED AGAINST THE EVENT OF OIL POLLUTION AND WILL NEED TO CARRY CERTIFIED COPIES OF THE RESPECTIVE P&I CLUB. SUCH DOCUMENTS MAY BE REQUESTED AT DISPORT PRIOR TO DISCHARGE OF THE CARGO.

24. INSURANCE

THE AWARDED COMPANY MUST FILE, A COPY OF THE GENERAL, PARTICULAR AND SPECIAL CONDITIONS OF THE INSURANCE POLICIES IN ORDER FOR RECOPE TO DETERMINE IF SUCH CONDITIONS ARE ACCEPTABLE. THE INSURANCE MUST COVER AT LEAST:

A. PRODUCT: AT LEAST 110% OF ITS CIF VALUE.

B. VESSEL: THE VESSEL WILL BE REQUIRED TO BE PROPERLY INSURED WITH A CIVIL LIABILITY POLICY (CLC) FOR, AT LEAST, ONE BILLION US DOLLARS AND WILL NEED TO CARRY CERTIFIED COPIES OF THE RESPECTIVE P&I CLUB. SUCH DOCUMENTS MAY BE REQUESTED AT DISCHARGE PORT PRIOR TO DISCHARGE OF THE CARGO.

RECOPE RESERVES THE RIGHT TO REQUEST ANY OTHER INSURANCE CONDITION IT DEEMS APPROPRIATE AS A NECESSARY REQUISITE FOR THE CONTRACT'S SIGNATURE. ANY CHANGE IN THE GENERAL AND/OR THE SPECIFIC CONDITIONS OF THE INSURANCE MUST BE NOTIFIED TO RECOPE WITHIN A TERM NO GREATER THAN FIVE WORKING DAYS SINCE THE MODIFICATIONS ARE AGREED WITH THE INSURANCE COMPANY.

25. SUBCONTRACTING

IF THE VENDOR SUBCONTRACTS PORTIONS OF ITS UNDERTAKINGS UNDER THIS CONTRACT TO SUBCONTRACTORS, THE VENDOR SHALL BE THE ONLY RESPONSIBLE PARTY BEFORE RECOPE FOR THE PERFORMANCE BY ANY SUCH SUBCONTRACTOR AS IF PERFORMED BY THE VENDOR FOR SUCH PURPOSES, THE VENDOR MUST SUBMIT TO RECOPE ANY INFORMATION OF SUBCONTRACTORS IF REQUESTED.

26. FORCE MAJEURE

NO PARTY SHALL BE LIABLE FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT IF AND TO THE EXTENT SUCH DEFAULT OR DELAY IS CAUSED, DIRECTLY OR INDIRECTLY, BY ANYTHING OUTSIDE THAT PARTY'S REASONABLE CONTROL INCLUDING, WITHOUT LIMITATION, FIRE, FLOOD, LIGHTNING, POWER OUTAGE, EARTHQUAKE, ELEMENTS OF NATURE OR ACTS OF GOD, RIOTS, CIVIL DISORDERS, REBELLIONS OR REVOLUTIONS IN ANY COUNTRY, STRIKES, LOCKOUTS, OR BLOCKADES (OR OTHER SIMILAR WORKERS' ACTIONS THAT CAN BE COMPARED THERETO).

IN SUCH EVENT, THE NON-PERFORMING PARTY SHALL USE BEST EFFORTS TO RECOMMENCE PERFORMANCE OR OBSERVANCE OF THE OBLIGATION(S) SO AFFECTED WHENEVER AND TO WHATEVER EXTENT POSSIBLE. HOWEVER, THE NON-PERFORMING PARTY SHALL BE EXCUSED FROM FURTHER PERFORMANCE OR OBSERVANCE OF THE OBLIGATION(S) SO AFFECTED FOR AS LONG AS SUCH CIRCUMSTANCES PREVAIL AND SUCH PARTY CONTINUES TO USE BEST EFFORTS TO RECOMMENCE PERFORMANCE OR OBSERVANCE WHENEVER AND TO WHATEVER EXTENT POSSIBLE WITHOUT DELAY. ANY PARTY SO DELAYED IN ITS PERFORMANCE SHALL IMMEDIATELY NOTIFY THE PARTY TO WHOM PERFORMANCE IS DUE BY TELEPHONE (TO BE CONFIRMED IN WRITING WITHIN TWO (2) DAYS OF THE INCEPTION OF SUCH DELAY) OR EMAIL, AND DESCRIBE AT A REASONABLE LEVEL OF DETAIL THE CIRCUMSTANCES CAUSING SUCH DELAY.

27. CONTRACT TERMINATION

IN CASE OF MATERIAL BREACH OF THIS CONTRACT BY EITHER PARTY NOT REMEDIED WITHIN A MAXIMUM TERM OF 10 CALENDAR DAYS FROM THE OTHER PARTY'S NOTICE OF BREACH THEREOF OR IN CASE EITHER PARTY SHOULD BECOME INSOLVENT (GENERALLY UNABLE TO PAY ITS DEBTS AS THEY BECOME DUE) OR IS THE SUBJECT OF A BANKRUPTCY, CONSERVATORSHIP, RECEIVERSHIP OR SIMILAR PROCEEDING, OR MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF ITS CREDITORS, THE OTHER PARTY SHALL HAVE THE RIGHT TO TERMINATE THE CONTRACT WITH IMMEDIATE EFFECT. THE NON- DEFAULTING PARTY SHALL THEN HAVE THE RIGHT TO COLLECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, ATTORNEY'S FEES, ETC. FOR THE AVOIDANCE OF THE DOUBT, THE REMEDY PERIOD WILL BE EXECUTED WITHOUT PREJUDICE OF THE PENALTIES THAT APPLY.

28. JURISDICTION

PURSUANT THE ARTICLE 3 OF COSTA RICAN PROCUREMENT ACT (LEY DE CONTRATACIÓN ADMINISTRATIVA, N° 7494) AND ARTICLE 64 OF ITS REGULATION (REGLAMENTO A LA LEY DE CONTRATACIÓN ADMINISTRATIVA, DECRETO EJECUTIVO NO. 33411 – H), IN PRINCIPLE AND AS A GENERAL RULE, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE BREACH, TERMINATION OR INVALIDITY THEREOF SHALL BE FILED IN THE COSTA RICAN COURTS IN ACCORDANCE WITH THE COSTA RICAN LAWS.

HOWEVER, CONSIDERING THE SPECIAL NATURE OF THIS CONTRACTUAL ACTIVITY (INTERNATIONAL COMMERCIAL TRADE), AND ONCE VERIFIED THE EXISTENCE IN THIS PROCEDURE OF THE QUALIFIED CIRCUMSTANCES THAT MAKE IT LEGALLY APPROPRIATE, RECOPE MAY CONSIDER AND ASSESS OFFERS THAT PROPOSE, AS THE APPLICABLE JURISDICTION IN ORDER TO FILE AND SETTLE EVENTUAL MONETARY DISPUTES ARISING DURING THE CONTRACT'S EXECUTION PERIOD, THE LAWS AND COURTS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA OR THE LAWS AND COURTS OF ENGLAND.

29. FORMALIZATION:

THE CONTRACTUAL RELATIONSHIP ORIGINATED IN THIS TENDER SHALL BE GOVERNED BY THE CLAUSES ESTABLISHED IN THIS TERMS OF REFERENCE, TECHNICAL ASPECTS OF THE BID AND AWARD AGREEMENT. THE CONTRACTUAL RELATIONSHIP TAKES EFFECT ONCE NOTIFIED THE AWARD PROCESS TO THE SUPPLIER. OTHER GENERAL TERMS AND CONDITIONS WOULD APPLY ONLY TO THOSE CONCEPTS NOT SPECIFIED IN THE DOCUMENTS LISTED ABOVE.