

Área emisora: Subdirección Comercial de Crudo  
Alcance: P.M.I. Comercio Internacional, S.A. de C.V.

**P.M.I.® Comercio Internacional, S.A. de C.V.**

# **General Terms and Conditions for F.O.B. Mizton Blend Crude Oil Sales**

**May 2023**

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## **Article 1. Introduction and Definitions**

**1.1 Introduction.** These General Terms and Conditions for FOB Crude Oil Sales of Mizton Blend Crude Oil- May 2023, (together with all the attachments and Annexes thereto, the “General Terms”) are designed for use in sale transactions in which P.M.I. Comercio Internacional, S.A. de C.V. (“PMI”) is the Seller of Oil. These General Terms shall be deemed incorporated by reference in a written confirmation that contains the particular terms and trade details that govern the sale of Oil by Seller to Buyer including, without limitation, the contract date, Seller’s reference number, the Parties’ names and contact information, quality and quantity, delivery, price, term of contract, credit terms, payment terms, and/or any other specific terms and conditions which, when finalized, shall be sent in writing by Seller by email or other means to Buyer (the “Confirmation”). The Confirmation, together with these Terms will constitute the Parties’ entire agreement for the purchase and sale of Oil hereunder (the “Agreement”).

The Agreement, defined herein as these Terms together with any Confirmation, contains the entire agreement between Buyer and Seller and supersedes all representations, prior agreements, oral or written, in connection with the matters which are the subject of the Agreement; there are no other promises, representations or warranties. In the event of a conflict or inconsistency between the Confirmation and the General Terms contained in the Agreement, the Confirmation shall prevail over the General Terms.

**1.2 Definitions.** For purposes of these General Terms, the following terms shall have the meaning indicated below:

- a) **“Affiliate”** shall mean, with respect to any Party, any other entity that directly or indirectly controls, is controlled by, or is under common control with the referenced Party. In this definition, “control” means the power to direct the management and policies of an entity, directly or indirectly, through the ownership of more than fifty percent (50%) of shares or other voting securities;
- b) **“AFRA”** shall mean Average Freight Rate Assessment as applied by the London Vessel Brokers Panel;
- c) **“Agreement”** has the meaning ascribed to it in Article 1.1. Specifically, shall mean the contract formed by the particular terms of the agreement between Buyer and Seller as set forth in the Confirmation and these General Terms (including the attachments and Annexes thereto) for the purchase and sale of Oil;
- d) **“Allowed Laytime”** shall mean the period of time which Seller shall be allowed, in accordance with Article 4.3, to complete the loading of a Vessel without incurring in demurrage;
- e) **“Anti-Corruption Laws”** shall mean any applicable foreign or domestic anti-bribery and anti-corruption laws, along with their implementing rules and regulations, as amended from time to time, including, but not limited to, the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act 2010 (“UKBA”), Mexico’s Law for the Prevention and Identification of Operations with Resources of Illicit Origin, Mexico’s General Law of the

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National Anti-Corruption System, Code of Conduct of Petróleos Mexicanos, Subsidiary Production Companies and Affiliate Companies, Code of Ethics of Petróleos Mexicanos, Subsidiary Production Companies and Affiliate Companies, the Anti-Corruption Policies and Policies and Guidelines for the Development of Due Diligence in Matters of Ethics and Corporate Integrity in P.M.I. Comercio Internacional, S.A. De C.V. and Companies to which it Provides Services, among others;

- f) **"API-MPMS"** shall mean the American Petroleum Institute's Manual of Petroleum Measurement Standards;
- g) **"ASTM"** shall mean ASTM International, formerly known as the American Society for Testing and Materials;
- h) **"Barrel"** shall mean a unit of volume equal to forty-two (42) Gallons;
- i) **"BOL Date"** shall mean, with respect to a cargo of Oil, the date on which loading at the Loading Port is completed as reflected on the bill of lading for such cargo or, in the event no bill of lading has been issued, as reflected the completion loading date in the report with respect to such cargo issued by the Independent Inspector who witnessed the loading;
- j) **"BOL Volume"** shall mean the net standard volume of a loading of Oil for purposes of the bill of lading and invoice for such loading as determined in accordance with Article 5;
- k) **"Business Day"** shall mean any Day other than Saturday, Sunday or other Day in which banking institutions in New York, New York, United State of America or Mexico City, Mexico are authorized or required by law to close;
- l) **"Buyer"** shall mean the entity purchasing the Oil from Seller under the Agreement;
- m) **"Commercially Reasonable Efforts"** shall mean, with respect to the production, delivery, lifting and transportation of Oil and the operation of a refinery and processing of Oil, those material activities which a business person, taking into consideration all pertinent facts, circumstances and exigencies, if any, existing at the time and consistently applying the Party's standards and practices for cost-benefit analysis and risk analysis as appropriate in such circumstances, would engage in so as to operate in an efficient manner, without undue economic risk or risk to personnel, property, or the environment, and taking into consideration also any value expected to result from accelerating efforts to overcome the consequences of an event of Force Majeure, as specified in Article 10, or other operational event as the result of such activities, it being understood that such activities may involve the expenditure of funds;
- n) **"Contract Quantity"** shall mean the quantity of Oil to be sold by Seller and purchased by Buyer hereunder;
- o) **"Cargo"** shall mean a vessel containing the total quantity loaded on board of Oil sold by Seller and purchased by Buyer in any Lifting Month;
- p) **"Confirmation"** has the meaning ascribed to it in Article 1.1. Specifically, shall mean the written confirmation provide by Seller that contains the particular terms and trade details that govern the purchase and sale of Oil between Buyer and Seller and that refers to these General Terms, including without limitation, the delivery terms, price, payment, quality and quantity;
- q) **"Day"** shall mean a calendar day;

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- r) **“Documentary Instructions”** shall mean a list and description of documents a Buyer requires to be delivered from the Seller for the Cargo operations.
- s) **“ETA”** shall mean estimated time of arrival to the Loading Port.
- t) **“FOB”** shall mean Free On Board, according to Incoterms 2020.
- u) **“FPSO”** shall mean Floating Production Storage and Offloading Vessel.
- v) **“Gallon”** shall mean a unit of volume, measured at 60 °F (equivalent to 15.56°C), equal to 231 cubic inches or 3.78541 liters.
- w) **“General Terms and Conditions”** has the meaning ascribed to it in Article 1.1. Specifically, shall mean these General Terms and Conditions for FOB Mizton Blend Crude Oil Sales, including all Annexes attached there to.
- x) **“Incoterms”** shall mean the 2020 edition of the trade rules published by the International Chamber of Commerce;
- y) **“Independent Inspector”** shall mean any of the cargo inspectors identified in Annex 2, whose nomination and acceptance is pursuant to Article 5.1;
- z) **“Laydays”** shall mean the three-Day range for the arrival of a Vessel set forth in a Lifting Program determined pursuant to Article 3.1;
- aa) **“Lifting Month”** shall mean the Month in which a Cargo is programmed to be lifted;
- bb) **“Lifting Program”** shall mean a lifting program for a Month determined pursuant to Article 3.1;
- cc) **“Loading Port”** or **“Terminal”** shall mean the FPSO MV MIAMTE 34 for delivery of Oil customarily used by Seller (under Eni Mexico S. de R.L. de C.V. administration);
- dd) **“Loading Port Operator”** shall mean the person responsible for loading operations at the Loading Port;
- ee) **“Local Time or LT”** shall mean Mexico City time GMT- 6.
- ff) **“Metric Ton”** shall mean a unit of weight equal to 1,000 kilograms;
- gg) **“Mexico”** shall mean the United Mexican States;
- hh) **“Month”** shall mean a calendar month;
- ii) **“NOR”** or **“Notice of Readiness”** shall mean the valid notice served by the master of the Vessel to inform to the Loading Port that the Vessel is ready in all respects to load Oil, given pursuant to Article 3.5;
- jj) **“Oil”** shall mean Mexican crude oil of the type to be sold by Seller to Buyer under the Agreement;
- kk) **“OCIMF”** shall mean Oil Companies International Marine Forum;
- ll) **“Party”** means Buyer or Seller and collectively both are referred as the “Parties”.
- mm) **“Seller”** shall mean P.M.I. Comercio Internacional, S.A. de C.V. or PMI, a Mexican corporation;
- nn) **“U.S. Dollars”** or **“U.S.\$”** shall mean dollars of the United States of America;
- oo) **“VEF”** shall mean Vessel Experience Factor as per API-MPMS Chapter 17.9;
- pp) **“Vessel”** shall mean an ocean-going Vessel.
- qq) **“W”** shall mean water.
- rr) **“WORLDSCALE”** shall mean, at any time under the Agreement, the most recent edition of the New Worldwide Vessel Nominal Freight Scale.

**1.3 Singular and Plural.** Terms defined in this Article 1.2 may be used in the Agreement in either their singular or plural and gender form as the context requires.

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Whenever the context may require, any pronoun will include the corresponding masculine, feminine or neuter forms. The words “*include*”, “*includes*” and “*including*” will be deemed to be followed by the phrase “*without limitation*” and are used in an illustrative sense and not a limiting sense.

## **Article 2. Headings and References**

All headings used in the General Terms and the Agreement are for convenience only and shall not affect the construction or interpretation of any of the terms hereof. Unless otherwise specified, all references herein to Articles and Annexes are to the Articles and Annexes of the General Terms and the Agreement and words denoting persons include firms and corporations and vice versa.

## **Article 3. Arrival Procedures and Lifting**

### **3.1 Lifting Program**

3.1.1 At the tender date or as specified by any contractual agreement between the Parties, the Seller will announce the intentional Laydays and quantity, specifying the following:

- (a) a tentative five-Day range for the arrival of each Vessel.
- (b) the quantity of Oil to be lifted by each Vessel.

3.1.2 With 10 Days prior the first day of Laydays, the Seller will confirm:

- a) a three-Day range for the arrival of each Vessel

### **3.2 Vessel nomination:**

Buyer shall furnish Seller as soon as possible by e-mail (opercomeredo@pmicim.com), but in any event not later than eight (8) Days prior to the first Day of the Laydays the Q88, VPQ questionnaire form OCIMF (Vessel Particulars Questionnaire), and mooring diagram, the Buyer also must provide the Seller any other information related with the Vessel that may be required. Additionally Buyer shall furnish Seller, (i) the names of the Vessel's agent and Buyer's representative, (ii) Documentary instructions (the documents must be send 72 hrs prior the first day of laycan), (iii) the time required for deballasting, (iv) the distribution of the oil to be loaded (e.g., commingled or segregated), and (v) for at least the last ten (10) loading operations for Oil for each nominated Vessel, the volume loaded as measured in shore tanks or by flow meters and the corresponding volume loaded as measured on board, such volume to be evidenced by documentation (including ullage and innage reports and onboard quantity and slop certificates) satisfactory to Seller.

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In case, Buyer doesn't properly nominate a Vessel within the indicated time above, the Buyer will be responsible for any consequence that may arise.

In no event shall Seller be liable for deadfreight if Buyer provides a Vessel larger than that required to lift the quantity of Oil scheduled to be lifted hereunder.

### 3.2.1 Vessel acceptance.

Upon receipt of the nomination of the Vessel with information related to her, and all the required information, Seller shall respond not later than two (2) Business Days, such response shall not be unreasonably withheld. Vessels must comply with requirements of the industry. Vessels with a satisfactory OCIMF's SIRE Program report of an inspection performed during the previous six (6) months of the nomination is requested. The acceptance of any Vessel is subject to a vetting inspection, at Buyer's account. Vetting inspections shall be carried out in accordance with industry standards. In any event, Vessel must be acceptable to Seller before any loading of Oil to be delivered hereunder. Detailed guide of requirements by Seller are those published in the "A guide to the vetting process", latest edition, published by the International Association of Independent Vessel Owners ("INTERTANKO"). Acceptance of a Vessel by Seller shall not constitute a continuing acceptance of such Vessel, as each Vessel nomination requires Seller's approval.

### 3.2.2 Buyer must warrantee the following:

- The characteristics of the Vessel shall comply in all aspects with the Loading Port requirements and limitations
- The Vessel complies with all applicable regulations in matter of preventions and response to emergencies due to oil spills
- The Vessel complies with the requirements of international conventions regarding to pollution control caused by hydrocarbons from which the Vessel state flag is adhered to
- The Vessel must be classed with a company member of the International Association of Class Societies.
- The Vessel must be part of a P&I CLUB that must be part of the International Group of P&I CLUBS
- The Vessel must count with an insurance against oil pollution in not less of a quantity of the oil pollution insurance coverage available under the P&I regulations in oil pollution, civil liability and crew matters.
- The Vessel must count with an insurance of hull and machinery.
- The owners of the Vessel must be members of the International Tanker Owners Pollution Federation Limited (ITOPF) and the Vessel must carry on board a valid certificate issued in accordance with the Civil Liability Convention of 1969 or the 1992 Protocol, as amended.



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- The Vessel complies with the International Safety Management Code and shall, upon request, provide a copy of the current safety management certificate and compliance document, as provide in the 1974 SOLAS Convention as amended.

The Seller can reject the nominated Vessel, for the following reasons:

- If the Vessel does not comply with the requirements mentioned in 3.2.2
- The Vessel would pose a threat to the loading infrastructure, loading operations, environment or the health and safety of people or.
- If they are applicable, legal restrictions included the international or national sanctions of which the Vessel is bound to.
- In case the Vessel has already been accepted and before commencing the loading operations, new legal restrictions arise, including international or national sanctions, the Vessel will be declared provisionally rejected, and Seller will discuss with Buyer in order to resolve the situation with the purpose to accept the vessel once more (if the problems are solved) or to substitute her with another Vessel.
- At the arrival of the Vessel to the Terminal, the Loading Master will make a last visual review to be sure that the Vessel could load safely.

If the Vessel is rejected according to the reasons mentioned above, the seller will communicate the buyer this decision and the buyer will have to nominate another Vessel to comply with the established loading program according to the following:

If the nominated vessel is rejected, then the Buyer shall nominate another Vessel or if the reasons for the rejection of the previously nominated vessel are solved, the Buyer can nominate again the same Vessel, that nomination shall be sent by the proper established communications in accordance with 3.2.

As soon as possible, after the receipt of the nomination of the substitute Vessel, the Seller shall notify the Buyer if the substitute Vessel has been accepted or rejected and the reasons behind the decision.

### 3.2.3 Documentary Instructions

At least with seventy-two (72) hrs. prior the first day of laydays specified in the Lifting Program, Buyer must provide to Seller the Documentary Instructions via email (operacomeredo@pmicim.com). Including but not limited to the following information:

- Independent Inspector at load port and disport
- Agent at load port
- Loading and Discharge Port
- Set of documents consignee, Invoice data, samples, Laydays, volume, type of crude oil, etc.

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### 3.2.4 Notification of Lifting Program.

Seller at its sole discretion could make any change properly justified in the Lifting Program up to 10 Days prior the first Day of the Lifting Program in the last Lifting Program for the accepted Vessel, Buyer can not present any claims against the Seller.

### **3.3 Substitution of Vessels.**

Buyer shall be entitled to substitute another Vessel for any Vessel designated in a Lifting Program; provided, however, that the substitute Vessel shall have substantially the same characteristics (including carrying capacity) as the previously nominated Vessel and accepted pursuant to Article 3.1 and shall meet the requirements for Vessels loading at the particular Loading Port involved; and provided, further, that Buyer shall give Seller notice of the substitution not less than forty-eight (48) Hrs. prior to the first Day of the Laydays for the substituted Vessel. In an event that Buyer substitutes a Vessel other than in accordance with the provisions of this Article 3.3, Seller shall in no event be liable for demurrage, deadfreight or any other charges with respect to the loading of any such Vessel.

### **3.4 Advice of ETA.**

Buyer shall arrange for each Vessel to advise in a mandatory way the Loading Port Operator and Seller (via email) of its ETA at each of the following times, regardless of Vessel's arrival before or within Laydays:

- (a) immediately upon leaving its last port of call before the Loading Port, if such departure is more than seventy-two (72) hours prior to its ETA at the Loading Port;
- (b) seventy-two (72) hours before ETA;
- (c) forty-eight (48) hours before ETA;
- (d) thirty-six (36) hours before ETA;
- (e) twenty-four (24) hours before ETA and;
- (f) twelve (12) hours before ETA

Seller shall not be liable for demurrage, deadfreight or any other charges in respect of any delay in loading attributable to the failure of a Vessel to give notice of its ETA at any of the times enumerated above, regardless of Vessel's arrival before or within Laydays.

In the event of failure of a Vessel to give notice of its ETA at the times specified in clauses c), d), e) and f) above, laytime for such tanker could commence at the commencement of loading.

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**3.5 Notice of Readiness.** The Buyer, its representative or the master of the Vessel (who shall be deemed to be acting on Buyer's behalf) shall, during the hours in which the Loading Port is open (for the purposes of this Article, the Loading Port shall be considered as closed and non-operational between 17:00 hours and 7:00 hours at Local Time), give Seller or Seller's agent, and the Loading Port Operator, notice of the readiness of the Vessel to load at the Loading Port. Notice of Readiness shall not be given until the Vessel (i) has anchored at the customary anchorage area at the Loading Port, (ii) has been granted free pratique, (iii) has received the required clearance from customs and other governmental authorities and (iv) is ready in all other respects to load; such as high oxygen (more than 8% by volume) and high H<sub>2</sub>S (more than 50 ppm by volume) readings all in the cargo tanks, however, that Notice of Readiness may be given before the conditions specified in clauses (ii) and (iii) above have been satisfied if, in accordance with the practice at the Loading Port, such conditions may be satisfied only after the Vessel has been brought to the loading point. If, notwithstanding having tendered Notice of Readiness, the Vessel is found not to be ready to load, or port is closed due to authority's decisions, weather conditions and night traffic, such Notice of Readiness will be disregarded, and Buyer shall be obligated to give a new Notice of Readiness when it is in fact ready to load.

**3.6 Oil Pollution.** Buyer shall ensure that all Vessels used for loading Oil under the Agreement and that the Oil shipped thereon are covered by any oil pollution insurance coverage, free of expense to Seller.

Buyer undertakes that any Vessel used for loading Oil under the Agreement:

- i. is owned by a member of the International Vessel Owners Pollution Federation Limited and will so remain throughout the charter period.
- ii. is covered, free of expense to Seller, by insurance protecting against any and all liabilities from pollution, issued by an internationally recognized Protection and Indemnity Association or by one or more internationally recognized insurers, in an amount not less than required by law, or such greater amounts as may become available in the insurance market and generally obtained by prudent owners of similar Vessels; and,
- iii. carries all certificates required by applicable laws for the carriage of petroleum and petroleum products in Mexican waters and in international ocean transportation and for conducting cargo operations at the Loading Ports, including, without limitation, those required under the International Liability Convention on Civil Liability for Oil Pollution Damage, 1992. Buyer shall further ensure that each vessel used for loading Oil is in possession of a current certificate, issued in accordance with the standards of the International Maritime Organization, indicating full compliance with the requirements of the International Management Code for the Safe Operation of Ships and for Pollution Prevention.

Seller may, at its sole option, place pollution control personnel on board Buyer's Vessels to observe cargo loading and related operations. Seller's representative may render advice to, but is not obligated to advise, Buyer, its representative or the Vessel's Master, and may assist them in the avoidance of any type of pollution; provided, however, that Seller's representative shall not order the taking of any particular action or interfere in any way with the Master's exercise of authority.

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Notwithstanding the provisions of this Article 3.6, nothing in the Agreement shall be construed as relieving Buyer of any liability which it may have or imposing on Buyer any liability which it does not have, under applicable law for the consequences of oil pollution of the sea occurring in connection with the purchase and lifting of Oil under the Agreement.

**3.7 Underlifting/ Underdelivery.** Both Parties acknowledge that Seller's commitment to sell and deliver and Buyer's commitment to buy and lift the Contract Quantity of Oil is of the essence of the Agreement.

Buyer shall not be subject to any liability for lifting less than the Contract Quantity, if and to the extent that such underlifting is due to demonstrated operational reasons concerning only the Loading Ports, or such underlifting is the result of Force Majeure and excused pursuant to Article 10.

Seller shall not be subject to any liability for delivering less than the Contract Quantity to Buyer if and to the extent that such under delivery is due to demonstrated operational problems or limitations at the Loading Port or the Vessel involved or such under delivery is the result of Force Majeure and excused pursuant to Article 10.

In no event shall Seller be liable for deadfreight for delivering less than the Contract Quantity of Oil or if the Buyer provides a Vessel larger than that requested to lift of the Contract Quantity Oil or such under delivery is the result of Force Majeure and excused pursuant to Article 10.

#### **Article 4. Loading Conditions: Demurrage**

##### **4.1 Berthing of Vessels; Commencement of Laytime**

4.1.1 Seller shall provide a safe loading point at the Loading Port for each Vessel designated in accordance with the provisions of Article 3, which loading point is the FPSO MIAMTE MV 34, as Seller may direct.

For the effects of the delay calculation (according to Incoterm FOB) for the loading point (referring to loading point as FPSO) it will be considered as follows:

It Will be understood as the beginning of laytime as follows:

- In case the Vessel arrives before the laydays:  
If the loading operations commence before the beginning of laydays, then the laytime will begin to count at "*all fast*" in the opposite case, at the opening of the loading Terminal + 6 hours of the first day of the laydays, whichever occurs first.
- Arrival of Vessel within the laydays: The beginning of the laytime will begin to count at "*all fast*" or at the tender of the NOR + 6 hours, whichever occurs first.

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- Arrival of Vessel after the laydays: The beginning of the laytime will begin to count at “*all fast*”.
- In case the NOR is presented during the last 2 working hours in which the Terminal is considered open (07:00-17:00 hrs, at Local Time), this will be considered tendered until the next day of the opening of Terminal. In this case the NOR will be considered accepted at the opening of the Terminal.

**4.2 Allowed Laytime.** The Seller must load each Vessel during the laytime according to the Lifting Program. The Laytime will include Sundays and holidays, except if the loading operations have a restriction for the applicable laws.

The Allowed Laytime for Vessels with a capacity up to 500,000 Barrels loading up to 105% of the Lifting Program shall be thirty-six (36) hours. The Allowed Laytime for Vessels loading every 50,000 Barrels of Oil more, one-hour will be added to the Allowed Laytime.

Laytime shall cease upon the disconnection of delivery hoses after the completion of loading.

#### **4.3 Adjustments to Laytime.**

If more than one Cargo is loaded in the same Vessel at the cargo facilities by different Loading Parties, the Laytime and Delays incurred must be distributed among the Cargoes in proportion to the quantities loaded as follows:

The amount of time during which the Vessel is so delayed, directly, or indirectly, for any of the following reasons, whether occurring prior to, during or after the berthing or commencement of loading of the tanker shall not count as laytime.

- a) The first mooring maneuver that Vessel performs from the anchorage area until it is moored, which will begin from the moment the anchor is lifted or the pilot is on board, whichever occurs first. The foregoing as long as said maneuvers are not recurrent with some other deduction that establishes the load point.
- b) waiting for the free pratique, tugs, tides, pilot or light of day, customs clearance.
- c) adverse weather or sea state that causes the cease of loading operations.
- d) preparation and handling or movement of ballast, bilge, sewage or other substances or fuel supply, unless they coincide with cargo operations.
- e) restrictions imposed by the owner, the charterer or the captain of the Vessel.
- f) any breakdown of the Vessel's equipment or non-compliance with the Cargo Terminal's requirements with respect to on-board equipment or any other matter causing a delay or restriction of cargo operations;
- g) regulations of the Loading Port Operator, port authorities or the Government of Mexico or any political subdivision or agency thereof, including, but not limited to, regulations or decisions closing the Loading Port, prohibiting night traffic or berth maneuvering or prohibiting or restricting loading for any reason;

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- h) cleaning and/or inspection of the cargo tanks of the Vessel;
- i) any of the events listed in Article 10 and not specifically listed above, or any other event of Force Majeure that causes the extension of the laytime;
- j) any strike on board by crew members.

**4.4 Demurrage Rate.** The rate must be the lowest of: a) In case that the Vessel is spot chartered or voyage chartered, the applicable rate will be the one specified in the charterparty for the Vessel. Or b) the rate calculated by multiplying the WORLDSCALE for the year of the order and the AFRA for the month of the beginning of the loading considering the lowest rate that results of the applicable segment of i) Vessel's deadweight or ii) loaded volume.

4.4.1 Demurrage Claims. The demurrages shall be paid to the buyer for excess laytime according to Article 4.

In case of demurrages, the Buyer, within the 60 days after the BOL, will notify according to Article 24 Notices to the Seller the demurrage claim. Such amount shall be paid to the Buyer, only if the claim is valid, agreed and the invoice complies with the requirements of the applicable law in fiscal matters and the calculation and determination of the demurrage rate established in Article 4.4 at that point the internal payment process will begin. In the opposite case, the Seller will require the Buyer the necessary changes and/ or adaptations to the invoice and the Buyer will have to present a new invoice with the required modifications or changes, in which case the payment term will begin to count from the date in which the new invoice is received by the Seller, understanding that if the invoice keeps presenting mistakes, the provisions mentioned in this text will apply again.

#### **4.5 Buyer's Liability for Delay and Damage.**

4.5.1 In the event that for any reason Buyer's Vessel causes damage to any facilities at the Loading Port, then (i) Buyer shall take responsibility before the owner of such facilities and assume the cost of repair or replacement of such facilities (ii) any delay in loading the Vessel as a result of such damage shall not be counted as laytime for such Vessel, and (iii) Buyer shall pay Seller for each hour or part thereof that any loading point may not be used as a result of such damage; provided, however, that if Seller incurs, as a result of such damage to a loading point, demurrage charges in an amount in excess of the payment provided in clause (iii) above, Buyer shall be liable to Seller for the amount of such charges. Should any such damage occur, Buyer shall post such security for the payments provided in the preceding sentence as Seller may request, it being understood that Seller may detain the Vessel at the Loading Port until such security shall have been posted.

### **Article 5. Quantity Measurements**

**5.1 Determination of Quantity.** The volume of each loading of Oil shall be certified by an Independent Inspector selected by both parties whose fees shall be shared equally by the parties. Measuring and gauging shall be performed in accordance with one of the following measurement

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systems in decreasing order of preference, depending on the operational conditions prevailing at the Loading Port involved. Seller and Buyer or their respective representatives may witness the taking of the measurements.

- a) Flow meters installed on loading lines: Such meter measurements shall be taken immediately before, during and after loading. When measurements are made with positive displacement meters, the meters and associated provers will be installed, maintained, and calibrated by Seller or its representative according to the latest revision of API-MPMS Chapter 5.2 "Measurement of liquid hydrocarbons by displacement meters". If turbine meters are used, measurements will follow the latest revision of API-MPMS Chapter 5.3 "Measurement of liquid hydrocarbons by turbine meters" for the meters and associated provers. If ultrasonic meters are used, measurements will follow the latest revision of API-MPMS Chapter 5.8 "Measurement of liquid hydrocarbons by ultrasonic flow meters using transit time technology" for the meters and associated provers.
- b) Volume measured on board (FPSO): Volume measurements on board the FPSO shall be made in accordance with the latest edition of the API-MPMS Chapter 17 "Marine Measurement" and its applicable parts, on the basis of at least 3 (three) measurements for each tank. FPSO volume calculation shall follow the latest revision of API-MPMS Chapter 12.1.1 "Calculation of Static Petroleum Quantities - Upright Cylindrical Tanks and Marine Vessels.". Volume corrections in respect of temperature shall then be effected at 60 °F (equivalent to 15.56 °C) in accordance with API-MPMS Chapter 11.1 "Physical Properties Data" (Section 1 "Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products and Lubricating Oils"), thereby arriving at the gross standard volume.
- c) Volume measured on board (Vessel): Volume measurements on board the Vessel shall be made in accordance with the latest edition of the API-MPMS Chapter 17 "Marine Measurement" and its applicable parts, on the basis of at least 3 (three) measurements for each tank. Vessel volume calculation shall follow the latest revision of API-MPMS Chapter 12.1.1 "Calculation of Static Petroleum Quantities - Upright Cylindrical Tanks and Marine Vessels." The On-Board-Quantity ("OBQ") (including free water) measured prior to loading shall be deducted from the total observed volume measured after loading. Volume corrections in respect of temperature shall then be effected at 60 °F (equivalent to 15.56 °C) in accordance with API-MPMS Chapter 11.1 "Physical Properties Data" (Section 1 "Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products and Lubricating Oils"), thereby arriving at the gross standard volume. Such gross standard volume shall then be further corrected dividing it by the current Vessel Experience Factor ("VEF") for the vessel, determined in accordance with the latest revision of API-MPMS Chapter 17.9 "Vessel Experience Factor".

**5.2 Volume Corrections for Temperature.** Except in the case that quantity measurements are made pursuant to the provisions of Article 5.1(b1 and b2), in which case temperature corrections shall be made in the manner and at the time specified in such subsections (b1 and b2), temperature readings shall be taken in accordance with the methods listed below in decreasing order of preference, depending on operational conditions prevailing at the Loading Port involved: (i) the

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average of the temperatures taken at various times during loading at flow meters; and (ii) the temperature taken in FPSO tanks by an Independent Inspector. Temperature corrections at 60 °F (equivalent to 15.56 °C) will then be effected for all volume determinations in accordance with API-MPMS Chapter 11, Section 1 “Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products and Lubricating Oils”, provided that temperature corrections shall not be made in the case that volume is determined by means of flow meters pursuant to Article 5.1(a) and temperature compensatory at 60 °F (equivalent to 15.56 °C) is integrated into the meter system. Water content, determined in the manner provided in Article 6.2 “Analysis of Samples”, shall be deducted from the volume corrected for temperature as provided above in order to obtain the BOL Volume.

**5.3 Conclusiveness of Measurements.** Quantity and temperature measurements made by the Independent Inspector as provided in this Article 5 shall be final and binding on the Parties, except in the case of manifest error. In any event, without prejudice to the right of either Party subsequently to demonstrate manifest error in such measurements, the determination of the Independent Inspector shall govern for purposes of the quantity stated in the BOL and the obligation of Buyer to make payment in accordance with the provisions of Article 8.

**5.4 Quantity Claims Settlement Procedure.** A potential quantity claim will be considered from Buyer to Seller, for any shipment where the overall Total Calculated Volume (TCV) difference in Barrels found at Loading Port between bill of lading’s TCV (as obtained from meters or measurements of delivered volume at the FPSO) and Vessels received TCV after correction with a valid VEF is equal or greater than -0.50% (Vessels received TCV is less than meter’s or FPSO TCV delivered volumes).

For such cases, the difference found between Bill of Lading’s TCV and Vessel volume obtained at her arrival to discharge port will be evaluated. For that purpose, Buyer and Seller shall appoint a mutually agreeable Independent Inspector for the discharge port and share the fees equally of such inspector. Seller is not responsible for in-transit differences, OBQ / Remaining on Board (“ROB”) differences or ship-to-shore differences experienced at discharge port. Therefore, the following assumptions will be made to obtain Vessel arrival volume, for comparison purposes:

1. ROB after discharge operations will be considered equal to OBQ found at Loading Port.
2. Vessel’s VEF used at disport will be the same as calculated by the Independent Inspector at the Loading Port for the loading operation.

If the difference between bill of lading’s TCV and vessel’s TCV arrival volume at discharge port obtained using above considerations remains equal or greater than -0.50%, (percentage always with respect to bill of lading’s TCV), the Loading Port difference will be considered as confirmed and the claim will be valid.

Consequently, the amount to settle the claim will be the difference in Barrels found at Loading Port. The procedure to settle the claim will be by payment of an invoice issued by the buyer, and for the value in U.S. Dollars of such Barrels, being understood that the buyer has the right to file a claim



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within eighty (80) Days from the BOL date. The Independent Inspector fees at the discharge port will be shared equally between Buyer and Seller only for those shipments where a claim is confirmed, otherwise, inspection fees will be 100% covered by Buyer, as described at the beginning of this Article.

Quantity claims described above shall not be valid if sufficient data is not available to allow calculation of a Vessel's VEF in accordance with API-MPMS Chapter 17.9 "Vessel Experience Factor (VEF)".

## Article 6. Quality

**6.1 Determination of Quality.** Sampling of the Oil loaded in each shipment for quality shall be done in accordance with the latest revision of API-MPMS Chapter 8.2/ASTM D-4177 "Standard Practice for Automatic Sampling of Petroleum and Petroleum Products", when Oil is sampled by automatic samplers, and API-MPMS Chapter 8.1/ASTM D-4057 "Standard Practice for Manual Sampling of Petroleum and Petroleum Products", when Oil is sampled manually by an Independent Inspector, selected in accordance with Article 5.1, whose fees shall be shared equally by the Parties. Buyer and Seller or their representatives may witness the taking of samples. Quality shall be determined by using the methods listed below in decreasing order of preference, depending on the operational conditions prevailing at the Loading Port involved: (i) from samples drawn from automatic samplers installed in the loading lines; (ii) from samples drawn from the tanks of the FPSO delivering the Oil; or (iii) from a composite sample obtained in proportional parts from the Vessel's tanks. The samples thus drawn shall be mixed and equally filled two (2) 1 litre containers for testing and backup, and four (4) containers of two (2) litres each and finally each container shall be sealed. Two (2) of such containers shall be handed over to the Master of the Vessel, and from the other two (2), one shall be delivered to the Independent Inspector and the other one shall be kept by Seller for ninety (90) Days after the bill of lading date.

**6.2 Analysis of Samples.** The Independent Inspector shall witness quality tests on the samples according to the latest revision of ASTM. Such tests will be executed in the FPSO Laboratory or another Laboratory in case the tests of samples could not be carried out in the FPSO. Quality tests conducted in accordance with the below methods shall be final and binding upon the Parties for invoicing purposes, but without prejudice to the right of Buyer to pursue a claim. Sediments will not be subject to measurement.

### Designation, ASTM    Title

ASTM-D4052	Standard Test Method for Density, Relative Density, and API Gravity of Liquids by Digital Density Meter
ASTM-D4928	Standard Test Method for Water in Crude Oils by Coulometric Karl Fisher Titration (this method only applies for quality test for each cargo)
ASTM-D3230	Standard Test Method for Salts in Crude Oil) (Electrometric Method).

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ASTM-D4294	Standard Test Method for Sulfur in Petroleum Products by Energy Dispersive X-ray Fluorescence Spectrometry
ASTM-D323	Standard Test Method for Vapor Pressure of Petroleum Products (Reid Method).
ASTM-D445	Standard Test Method for kinematic Viscosity of transparent and Opaque liquids (and calculations of Dynamic Viscosity)

**6.3 No Warranties.** Seller does not guarantee or warrant the suitability of the Oil for any purpose whatsoever. Buyer hereby releases Seller from any and all warranties whatsoever, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

## **Article 7. Delivery**

**7.1 Passing of Title.** Delivery of the Oil shall be made in bulk to Buyer FOB at the applicable Loading Port to Vessels provided by Buyer. Delivery shall be deemed completed when the Oil passes the flange connection of the delivery hose at the Vessel's rail at the Load Port. At that point, Seller's responsibility with respect to the Oil shall cease, and Buyer shall assume all risk of loss of or damage to, and deterioration or evaporation of, the Oil so delivered. Any loss of or damage to Oil or any property of Seller or of any other person during loading which is in any way attributable to the Vessel or its officers or crew shall be borne by Buyer.

**7.2 Port and Loading Expenses.** All expenses pertaining to the pumping of the Oil from storage tanks to Vessels shall be borne by Seller, including, but not limited to, wharfage, dockage, and quay dues at the Loading Port. Seller shall also pay all export taxes or duties imposed by Mexico or any political subdivision or taxing authority thereof. All other expenses pertaining to the loading of any Vessel, including, without limitation, all Vessel agency fees, anchorage, tonnage, towage, pilotage, customs, consular, entrance, clearance, and quarantine fees, port dues and all charges, expenses relating to berthing and unberthing of Vessels as well as Buyer's representatives transportation including agents and authorities, shall be borne by Buyer.

**7.3 Loading Port Regulations.** All Loading Port laws, rules and regulations of the Government of Mexico or any political subdivision or agency thereof, or of Seller or its representative (including those referred to in Annex 1 of these General Terms), now or hereafter in existence relating to operations at Loading Ports, shall apply to all Vessels provided by Buyer, including, without limitation, any regulations relating to (i) the prevention and control of fires and water pollution and (ii) lead free and segregated ballast. If Buyer's Vessel does not meet any of the requirements set out above, Seller or Seller's suppliers may refuse to berth or load or continue to load the Vessel with the scheduled loading, provided that Seller shall in no event be liable for demurrage or any other charges in connection therewith. Buyer shall reimburse Seller or its agent for any expenses they may incur as a result of the noncompliance by any such Vessel with any such applicable law,

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rule or regulation, including, without limitation, any expenses incurred by Seller or its agent in connection with the extinguishing of fires, the repair of damage caused thereby, the cleaning-up of water pollution and the payment of any charges assessed by the Government of Mexico or any political subdivision or agency thereof.

**7.4 Buyer's knowledge of Loading Port Facilities; Standard Procedures.** Buyer hereby acknowledges that it is fully familiar with the facilities and conditions at the Loading Ports, including the loading conditions and procedures and the facilities for the storage and delivery of Oil. Annex 1 contains certain information and current requirements relating to the Loading Ports. The facilities and conditions at the Loading Ports may be changed at any time. Buyer also acknowledges that Loading Port Operator's standard procedures in effect at the Loading Ports from time to time relating, *inter alia*, to quality and quantity measurements, safety in loading, and inspection of vessel tanks, shall supplement (but not conflict with) the procedures specified herein. Seller shall supply Buyer with a copy of such procedures upon Buyer's request.

In case the Buyer requires to visit the Loading Port, all expenses will be on Buyer's account.

## **Article 8. Payment Terms**

**8.1 Currency, Time and Place of Payment; Overdue Payments.** Buyer shall make all payments required to be made by it hereunder in immediately available U.S. Dollars, without any discount or deduction whatsoever, by wire transfer to such account at such bank as may be designated by Seller from time to time. Payments in respect of Oil sold and delivered shall be made no later than thirty (30) Days after the date of the bill of lading, therefore. All other payments to Seller shall be made five (5) Business Days after presentation by Seller of a written demand setting forth the provisions of the Agreement giving rise to the payment obligation, the nature of such obligation, and the amount thereof. If any payment hereunder is due on a Day on which banks at such place as Seller may have designated as the place where payment is to be made are not open for business, such payment shall be due on the immediately preceding Day on which banks in such place are open for business. In the event that Buyer fails to make any payment when due, then, to the extent permitted by applicable law and without prejudice to the application of any other provision hereof or to any other remedy provided to Seller hereunder or otherwise (including, without limitation, Article 8.4), interest shall accrue daily on the amount of the overdue payment, commencing on the date such payment was due, at a rate per annum equal to 300 basis points above the Prime Rate in effect from time to time as announced by Citibank, N.A. at its offices in New York, New York, payable on demand.

**8.2 Payment Expenses.** Buyer shall bear all expenses and bank charges in connection with any payments made to Seller under the Agreement, including, without limitation, any costs of establishing and obtaining confirmation of the letters of credit referred to in Article 8.3 both the issuing and advising bank.

**8.3 Security for Payment.** Buyer could apply prepayment, letter of credit, open account or other mechanism as per the instructions of Seller. If prepayment is agreed by the Parties, Seller shall

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issue a preliminary invoice (proforma invoice) considering: i) the Contract Quantity and ii) a provisional price plus ten percent (10%), the provisional price shall be calculated with the formula set out in the recap and, unless otherwise agreed by the parties in writing, will consider the average of the five (5) fully quoted Days starting on the tenth (15th) fully quoted Day prior to the first (1st) Day of the Agreed Laydays. The advance payment shall be timely made by Buyer so to be received by Seller three (3) Business Days prior to the first day of the Agreed Laydays. If the advance payment is not received and confirmed two (2) Business Days prior to the first Day of the Agreed Laydays then Buyer shall bear all cost and demurrages arising from such delay until such time as prepayment is received and confirmed; in this case, laytime shall start at the commencement of loading. Final pricing will be determined with the formula and valuation period in accordance with the provisions of the recap. Once the final price can be calculated and the BOL Volume is known, the difference between the prepaid amount and the final amount shall be determined and a final invoice will be issued. The owing party shall settle the outstanding difference within three (3) Business Days after presentation by Seller of final invoice.

If any payment under the Agreement is required to be made by means of letters of credit, each such letter of credit shall be: irrevocable; in a form and for a term satisfactory to Seller; payable against the presentation by Seller of a bill of lading and an invoice; in an amount equal to Seller's estimate of the value of the Oil for which it is provided, plus ten percent (10%); established in favor of and notified to Seller not less than three (3) Business Days prior to the first Day of the Laydays for the first shipment to which it relates; and confirmed irrevocably and unconditionally by a bank satisfactory to Seller.

If for a reason attributable to a price supplier, there is no definitive price to make the payments, the Buyer and the Seller may agree on a provisional price for the payments to be made based on those described in the previous paragraph.

#### **8.4 Failure to Make Payment.**

If Buyer fails to make any payment required to be made by it hereunder when and as the same shall become due and payable, then (in addition to all other rights or remedies provided to Seller hereunder or otherwise) Seller shall have the right, at its sole discretion, to suspend further deliveries (if any) of Oil until Buyer makes the required payment together with any accrued interest thereon or to terminate the Agreement effective immediately upon notice to Buyer. Additionally, Seller reserves the right to invite the Buyer to future tenders.

#### **Article 9. Notice of Claims**

Any claim which Buyer may have, arising out of or relating to the Agreement must be notified in writing to Seller: (i) within sixty (60) Days after the date of the bill of lading for the shipment involved, if such claim is for demurrage (any such claim must be accompanied by complete substantiation and a copy of the charterparty recap, if any, for the Vessel); (ii) within eighty (80) Days after the date on which the loading of any shipment is completed, if such claim relates to the quantity or quality of Oil in such shipment; or (iii) within fifty (50) Days after the occurrence of the events giving rise to such claim, if such claim involves any other matter relating to the Agreement. Seller shall

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not be liable to Buyer in respect of (and Buyer shall be deemed to have waived) any claim which is not so notified to Seller, and Buyer shall reimburse Seller for any expenses, including attorneys' fees, which Seller incurs in connection with the defense of any such claim.

#### **Article 10. Force Majeure**

The Parties recognize and agree that neither party shall be liable for any responsibility of noncompliance or delay in their obligations in regard of this document, as long as this noncompliance and delay is originated or caused by an event of Force Majeure.

In order to free any of the Parties of their responsibility for noncompliance of any of their obligations described in this document originated by a Force Majeure, it will be indispensable conditions that the party that invokes it: (i) notifies it, according to the requirements of Article 26 Notices within 4 days counted for the instant that the corresponding party had knowledge of this event that constitutes a Force Majeure (understanding that this notification must be done, even when the existence of this event is a well-known fact or of public domain); and (ii) includes as part of the notification of point (i) evidence that proves in a reasonable way the existence of Force Majeure and that it affects its obligations according to this document. In case of being noncompliant to points (i) and (ii), the invoked Force Majeure will not be considered as such.

The written communication must contain at least the following information:

1. The description of the event and the identification with the elements that constitute a Force Majeure;
2. The estimated length of the event of Force Majeure.

Nevertheless, the Party that invokes Force Majeure shall employ their best efforts to comply and continue with the compliance of their obligations derived from this document.

The Party that invokes Force Majeure shall notify their counterpart, on the next Business Day in which the Force Majeure has concluded and if it's the case, shall inform the actions and necessary time required to resume the compliance of its obligations derived from this document. Based on the notifications previously mentioned, the Parties will agree by written form through their legal representatives the exact date and time in which the invoked Force Majeure has concluded.

The cases of Force Majeure Shall include, but not be limited to: *Acts of God* (accidents due to natural causes without human intervention and which could not have been foreseen) or of the public enemy; floods or fire; hostilities or war (whether declared or undeclared); blockade; labor disturbances, strikes, riots, insurrections or civil commotion; quarantine restrictions or epidemics; electrical shortages or blackouts; earthquakes; tsunamis; storms; or other acts of nature at the Loading Port; accidents; breakdown or injury to producing or delivering facilities in Mexico; interruption or decline of Seller's supply of Oil for any reason, or other shortage or unavailability of Oil for export from Mexico due to other laws, decrees, regulations, orders or other directives or actions of either general or particular application of the Government of Mexico or any agency

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thereof or of a person or authority purporting to act therefore, or request of any such person or authority.

It is expressly understood that Force Majeure shall not include any of the following events: (1) deterioration of a Party's financial condition; (2) changes in market conditions; (3) breach of any contract entered into by a Party in connection with the Agreement.

**10.1 Notice.** Any Party claiming Force Majeure shall promptly notify the other in writing and by phone call the underlying circumstances of the particular causes of Force Majeure, the way it affects its obligations under the Agreement, the reasonable actions taken to overcome any such Force Majeure event, if applicable, and the expected duration thereof. The Party claiming Force Majeure will use Commercially Reasonable Efforts to give the other Party prompt notice of cessation of the Force Majeure condition.

**10.2 Payment for Oil Sold and Delivered.** Nothing in this Article shall relieve Buyer of its obligation to pay in full for Oil sold and delivered hereunder and to pay all other amounts due to Seller from Buyer under the Agreement. For clarity purposes, the obligations of Buyer to pay any fees under the Agreement (including minimum fees) will not be excused for any reason whatsoever, including any Force Majeure event that does not affect Seller's ability to carry out its obligations under the Agreement.

**10.3 No Obligation to Apportion.** If, as a result of Force Majeure, Seller at any time does not have available a sufficient amount of Oil for export to supply the aggregate amount of Oil to be sold by it hereunder to Buyer and under such commitments as Seller may have with its other customers, Seller shall not be obligated to prorate the Oil available to it for export among its customers, including Buyer, and may allocate such available Oil in its sole discretion; it being understood that the occurrence of an event of Force Majeure shall not under any circumstances require Seller to purchase crude oil from any party to sell to Buyer.

**10.4 Cancellation of Agreement.** If deliveries are suspended pursuant to this Article 10 and said suspension shall continue in excess of thirty (30) Days, the Agreement may be cancelled at the option of the affected party by giving written notice to the party invoking force majeure and in writing by mutual agreement.

## **Article 11. Governing Law and Dispute Resolution**

**11.1 Settlement by Arbitration.** All disputes arising under or relating to the Agreement shall be settled finally by arbitration in Mexico City conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce in effect at such time. The language to be used in the arbitration shall be English. The number of arbitrators shall be three, one to be appointed by each Party and the third to be appointed by the Parties' appointed arbitrators. If within thirty (30) Days after the appointment of the first two arbitrators by the Parties, such arbitrators have not reached agreement on the appointment of the third arbitrator, such third arbitrator shall be appointed by the Court of Arbitration of the International Chamber of Commerce. Additionally, the Parties hereby

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agree that the Emergency Arbitrator Provisions contained in the Rules of Arbitration of the International Chamber of Commerce shall not apply.

**11.2 Governing Law.** The Agreement shall be governed, construed and interpreted in accordance with the laws of Mexico.

#### **Article 12. Indemnity**

Seller and Buyer mutually covenant to protect, defend, indemnify and hold each other harmless including each other's directors, officers, employees, consultants, agents, Affiliates and representatives from and against any and all claims, demands, suits, losses, expenses (including without limitation, costs of defense, attorneys' reasonable fees and interest), damages, fines, penalties, causes of action and liabilities of every type and character, including but not limited to personal injury or death to any person including employees of either Party or loss or damage to any personal or real property, caused by, arising out of or resulting from the negligent or willful acts or omissions of such indemnifying Party, its officers, employees, representatives or agents with respect to the purchase and sale of Oil hereunder. In the event the Parties are jointly and/or concurrently negligent, each Party shall indemnify the other Party to the extent of its negligent or willful acts or omissions.

#### **Article 13. New or Changed Regulations**

It is understood by the Parties that each Party is entering into the Agreement in reliance on the laws, rules, statutes, regulations, decrees, agreements, concessions and arrangements (hereinafter called "Regulations") in effect on the date hereof with governments, government instrumentalities or public authorities affecting the Oil sold/purchased hereunder, including, without limitation to the generality of the foregoing, those relating to the production, acquisition, sale, gathering, manufacturing, transportation, storage, trading or delivery of the Oil, insofar as such Regulations affect the Parties.

In the event that at any time and from time to time during the term of the Agreement any Regulations are changed or new Regulations become effective, whether by law, decree, or regulation or by response to the insistence or request of any governmental or public authority or any person purporting to act therefore, and the material effect of such changed or new Regulation (a) is not covered by any other provision of the Agreement, and (b) has a material adverse economic effect upon either Party, the affected Party shall have the option to request renegotiation of the pertinent terms in the Agreement. The said option may be exercised by the affected Party at any time after such changed or new Regulation is promulgated, by written notice of desire to renegotiate, such notice to contain the new terms desired by the affected Party. The notification given by the affected Party, will not entitle such Party to suspend its obligations hereunder. If the Parties do not agree upon new terms within thirty (30) Days after the affected Party gives such notice, the affected Party shall have the right to terminate the Agreement at the end of the said thirty (30) Day period. Any Oil lifted during such thirty (30) Day period shall be sold and purchased

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under the terms applying hereunder without any adjustment in respect of the new or changed Regulations concerned.

**Article 14. Destination of Oil; Designated Entities; Vessel not restricted under trade sanctions regulations.**

**14.1 Destination of Oil.** Buyer warrants that it shall not cause or permit the Oil purchased under the Agreement to be shipped directly or indirectly through or to, or be resold, exchanged or otherwise supplied to any country, government, governmental entity or national thereof subject to the United States Of America ("U.S."), European Union, UNITED NATIONS, UNITED KINGDOM, CANADA, U.S. or MÉXICO trade sanctions or any country, government, governmental entity or national thereof with whom United States Of America ("U.S."), European Union, UNITED NATIONS, UNITED KINGDOM, CANADA, U.S. or MÉXICO persons are prohibited from trading or dealing United States Of America ("U.S."), European Union, UNITED NATIONS, UNITED KINGDOM, CANADA, U.S. or MÉXICO law. Buyer agrees to notify to the Seller of the intended destination of oil and, upon Seller's request, provide relevant documentation adequate to verify such destination. The Seller will not be responsible for the final destination of the oil or for the use that the Buyer may give to the oil, once the transfer of the property title has been carried out. It is a condition of the Agreement that Buyer complies with its obligations under this article. In the event that Buyer is in breach of any of the provisions of this article, in whole or part, Seller shall be entitled to terminate the Agreement immediately without any liability to Buyer, Seller reserves the right to invite him in future tenders and Buyer shall hold Seller harmless and indemnify Seller for any damages, losses, costs, fines or penalties incurred by Seller resulting from Buyer's breach.

**14.2 Designated Entities.**

(a) Seller and Buyer, each for themselves, their officers, and directors, manifest that as of the date of the Agreement and throughout the duration of the Agreement, they are not subject to any trade or economic sanctions, laws or regulations, prohibitions, restrictions, or designations of the United Nations, the European Union or the United States of America, which prohibit or render unlawful any performance under the Agreement.

(b) If at any time during the performance of the Agreement either party becomes aware that the other party is in breach of warranty as aforesaid, the party not in breach shall comply with the laws and regulations of any Government to which that party is subject and follow any orders or directions which may be given by anybody acting with powers to compel compliance, including where applicable the flag State of any Vessel under charter. In the absence of any such orders, directions, laws or regulations, the party not in breach may, in its option, terminate the Agreement forthwith or, if cargo is on board a Vessel, direct the Vessel to any safe port of that party's choice and there discharge the cargo or part thereof.

(c) If, in compliance with the provisions of this Article, anything is done or is not done, such shall not be deemed a breach but shall be considered due fulfilment of the Agreement.



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(d) Notwithstanding anything in this Clause to the contrary, Owners or Charterer shall not be required to do anything which constitutes a violation of the laws and regulations to which either of them is subject.

(e) Seller or Buyer shall be liable to indemnify the other party against any and all claims, losses, damage, costs and fines whatsoever suffered by the other party resulting from any breach of warranty as aforesaid.

#### **Article 15. Material Safety Data Sheets**

Seller shall furnish Buyer, upon Buyer's written request, with Material Safety Data Sheets that provide warnings and safety and health information concerning the Oil. Buyer shall be responsible for further distribution of said Material Safety Data Sheets as necessary. Nothing herein shall relieve the Buyer of its duties in relation to the safe and proper evaluation, storage, use, transport and disposal of the Oil sold hereunder. Compliance with any recommendation included in the Material Safety Data Sheets or other safety information shall not excuse Buyer from complying with all applicable laws, statutes, Regulations or decrees of any state or territory having jurisdiction over Buyer.

#### **Article 16. Representations and Warranties**

Both Parties represent and warrant that: (i) both are corporations duly organized and validly existing under the laws of the jurisdiction of its incorporation, (ii) the Agreement has been duly authorized by all necessary corporate or other action of the Parties; and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms and; (iii) during the term of the Agreement, Buyer will keep in full force and effect and/or will obtain all permits and licenses required by the applicable law and Regulations, for the duly execution and performance of the Agreement.

#### **Article 17. Limitation of Liability**

Neither Party shall be liable for any consequential, indirect or special losses or damages, lost profits (whether direct or indirect), lost opportunities or loss of goodwill, or any special, exemplary or punitive damages of any kind arising out of or in any way connected with the performance of or failure to perform the Agreement, including, but not limited to, losses or damages resulting from shutdown of plants or inability to perform sales or any other contracts arising out of or in connection with the performance or non-performance of the Agreement.

Notwithstanding any of the foregoing, the Parties understand and agree that any limitation of liabilities for special or consequential damages caused by a breach to the confidentiality obligations contained in the Agreement, shall be null and void.

#### **Article 18. Merger**

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The Agreement is a complete and exclusive statement of all terms and conditions governing the purchase and sale of Oil and supersedes all prior communications between the Parties concerning the subject matter or in consideration hereof. Except as otherwise agreed hereunder, no prior contract or course of dealing between the Parties and no statement of any agent, employee or representative of Buyer or Seller made prior to the execution of the Agreement, shall be admissible in construing the terms of the Agreement. For the avoidance of doubt, any repetition in a Confirmation of any Article or any part of such Article of these General Terms shall be for emphasis only and shall not by reason of such repetition exclude any other part of such Article or any other Article or any part thereof of these General Terms.

#### **Article 19. Confidentiality**

Buyer and Seller agree that the terms and conditions of the Agreement and any commercial, financial and/or related information, will be considered as confidential and proprietary information of Buyer or Seller, as applicable, and shall not be disclosed without the prior written consent of the other Party; provided however, that either Party may disclose such information pursuant to governmental, administrative, tax and judicial requirements to which such Party is subject if such disclosure is mandatory upon such Party and failure to disclose would subject such Party to civil or criminal penalties. In the event of any such disclosure, and if permitted by law, the Party that was required to disclose the confidential information, will seek to obtain confidential treatment of the information by the person to whom it is to be disclosed.

The Parties may disclose the terms and conditions of the Agreement to their respective Affiliates; provided however, that such Parties shall be liable for any disclosures made by their respective Affiliates. This provision of confidentiality will not apply to confidential information: (i) which is or later becomes public information through no fault of the receiving Party; (ii) which the receiving Party can show through written documentation known to it prior to receipt from the disclosing Party; (iii) which is disclosed to the receiving Party by a third party having no obligations of confidence with respect thereto; or (iv) which is independently developed by personnel of the receiving Party who the receiving Party can reasonably demonstrate had no direct or indirect access to the correspondent confidential information received from the other Party. In case of doubt as to whether or not the information to be disclosed is subject to the confidentiality obligations contained herein, then it shall be treated as confidential. The burden of proving that any disclosed information wasn't subject to the confidentiality provisions of this clause and the Agreement, will remain in the receiving Party.

All confidential information disclosed by either Party to the other during the course of the Agreement shall be received in confidence and made available only to those employees, financial advisor, accountants, attorneys and other representatives of the Receiving Party who have a need to know the same in connection with their work assignments pursuant to carrying out the objectives of the Agreement. This obligation shall be of a continuing nature and shall not be canceled by the expiration, suspension or termination of the Agreement.

#### **Article 20. Trademarks**

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Nothing contained in the Agreement, shall be deemed to confer any right to a Party to apply any trademark owned by the other Party or any of its Affiliates, nor to use such trademarks under any circumstance.

#### **Article 21. Personal Data Protection**

The Parties undertakes to comply with the provisions set forth in the applicable regulation, in the processing and used of personal data that it may obtain directly or indirectly under the Agreement. The personal data received by the Parties will be used only to comply with or verify compliance with the obligations under the Agreement and/or those obligations derived from any regulations, law or regulation, which, but not limited to, may be labor, tax and/or social security obligations.

Each of the Parties acknowledges being responsible for the personal data contained in its databases, in terms of the law that is applicable to them, thus forcing itself to release the other Party in peace and safe from any possible liability that may arise for such concepts.

For the fulfillment of the purpose of the Agreement, it is stated that the processing of personal data is not required; however, in the event that the Parties determine that during or due to the execution of the Agreement, they need to process personal data, they will be subject to the provisions of this article.

The Parties undertakes to treat the Data for the purposes communicated in the Agreement and to maintain confidentiality and professional secrecy with respect to all the Data that it knows and to which it has access during the execution of the Agreement. Likewise, the Parties are obliged to duly safeguard and prevent access to the Data to any third party outside or not authorized by the Parties, except by express authorization in writing from it.

#### **Article 22. No Third-Party Beneficiaries; Assignment**

Nothing in the Agreement, express or implied, is intended to or shall be construed to confer upon or give to any person or entity any rights, benefit or remedy of any nature as a third-party beneficiary of the Agreement or any part thereof. Buyer shall not assign to any Party any right or interest in the Agreement or delegate to any Party any obligation hereunder without the prior written consent of Seller. In the event of any such attempted assignment or delegation by Buyer without the prior written consent of Seller, Seller shall have the right, without prejudice to any other rights or remedies it may have hereunder or otherwise, to terminate the Agreement effective immediately upon written notice to Buyer and Seller reserves the right to invite him in future tenders. Seller may freely assign the Agreement to any subsidiary or Affiliate thereof. The Seller may freely assign its collection rights under the Agreement to any Bank or financial institution in case of seeking for a guaranty of Buyer's payment obligations hereunder. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assignees.

#### **Article 23. No Waiver; Cumulative Remedies**

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Except as specifically provided in the Agreement, no failure or delay of either Party in exercising any right, power or remedy hereunder and no course of dealing between the Parties hereto shall operate as a waiver by either Party of any such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. Without prejudice to this Article 21 and except to the extent otherwise expressly provided in the Agreement, all rights, powers and remedies provided hereunder are cumulative and not exclusive of any other rights, powers and remedies provided by law or otherwise. Except as required by the Agreement, no notice or demand upon one Party in any case shall entitle the other Party to any other or future notice or demand in similar or other circumstances or constitute a waiver of the right of the first Party to take any other or further action in any such circumstances without notice or demand.

#### **Article 24. Severability of Provisions**

The invalidity, illegality or unenforceability of any one or more of the provisions of the Agreement shall in no way affect or impair the validity and enforceability of the remaining provisions thereof.

If for any reason the Agreement shall be terminated, then such termination shall be without prejudice to any rights, obligations or liabilities of either Party which have accrued at the date of termination but have not been performed or discharged and any provisions which expressly or implicitly survive termination, and any parts of the Agreement having any relevance thereto or any bearing thereon shall, notwithstanding the termination of the Agreement for any reason continue in force and effect.

#### **Article 25. Recording of Conversations**

Each of the Parties representatives and signatories of the Agreement: (i) consents to the recording of telephone, electronic, digital, and/or video conference communications between the trading, operations, marketing and other relevant personnel of the Parties in connection with the Agreement or any potential transaction between the Parties, (ii) will seek and use its best effort to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel, and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any legal proceedings.

#### **Article 26. Notices**

Except as otherwise provided, all notices, consents and other communications given under the Agreement shall be in writing, in English language, and shall be deemed to have been duly given: (i) when delivered in person, (ii) when received by email, (iii) when received by the addressee if sent by certified mail, or other express delivery service (courier service) receipt requested or (iv) by any other means as the Parties may agree from time to time, in each case to the appropriate address as designated by the Parties or as provided below. All notices under the Agreement received after 17:00 hours (Local Time) receiving Party's Local Time shall be deemed received 08:00 hours receiving Party's local time the following Business Day.

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To Seller: P.M.I. Comercio Internacional, S.A. de C.V.  
Avenida Marina Nacional No. 329  
Torre Ejecutiva Pemex – 22nd floor  
Col. Verónica Anzures  
Del. Miguel Hidalgo  
C.P. 11300  
Ciudad de México  
México

Telephone: +52 55 1944 0042  
Attn.: Dirección Comercial de Petróleo Crudo

or at such other address, email or telephone as may be notified in writing by Seller to Buyer from time to time in the manner provided in the Contract.

To Buyer: At the address, email or telephone of its principal office or any office dealing with Seller with respect to the Agreement, or at any such other address, email or telephone as may be notified in writing by Buyer to Seller from time to time in the manner provided by Buyer.

In case of an initial notification of an emergency situation (including, but not limited to Force Majeure situations), communications shall be simultaneously delivered in writing (via email) and in phone call, in order to ensure that immediate contact with Seller's personnel in charge is achieved.

#### **Article 27. Amendments and Waivers**

No amendment to the Agreement will be effective unless agreed to by both Parties and confirmed in writing. Any waiver of any provision of the Agreement by either Party must be upon the express written agreement of such Party.

Any amendment, modification or supplement of these General Terms will be made by Seller and notified in writing to the other Party before the Agreement subscription.

#### **Article 28. Taxes**

Seller shall be liable for and shall report and pay (as required under applicable law) to the applicable taxing authority any and all taxes with respect to Oil delivered hereunder, the taxable incident of which occurs before or at the transfer of title to Oil to Buyer. Buyer shall be liable for and shall report and pay (as required under applicable law) to the applicable taxing authority any and all taxes with respect to Oil delivered hereunder, the taxable incident of which is the transfer

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of title or the delivery of Oil hereunder or the taxable incident of which occurs after the transfer of title to Oil to Buyer, regardless of the character, method of calculation or measure of the levy or assessment.

Seller (or its supplier, as applicable) shall be the exporter of record for Oil shipped. Consequently, as between the Parties, Seller shall bear any and all duties or taxes imposed by government or political subdivision or taxing authority thereof by reason of exportation of Oil, as well as costs of carrying out of customs formalities in Mexico.

If any ad valorem or personal property taxes apply with respect to Oil, the Party having title to Oil at the time such tax applies shall be responsible for payment and reporting (as required under applicable law) of such taxes.

For purposes of the Agreement, the term "taxes" means any and all foreign, federal, state and local taxes, duties, fees and charges of every description, including all motor fuel, excise, VAT, special fuel, environmental, spill, gross earnings or gross receipts and sales and use taxes, however designated, paid or incurred, in accordance with applicable law, with respect to the purchase and sale, storage, use, transportation, resale, importation or handling of Oil hereunder; provided, however, that "taxes" does not include: (i) any income withholding tax or tax imposed on or calculated based upon net profits, gross or net income, profit margin or gross receipts, (ii) any tax measured by capital value or net worth, whether denominated as franchise taxes, doing business taxes, capital stock taxes or the like; (iii) business license or franchise taxes or registration fees; or (iv) any ad valorem or personal property taxes.

#### **Article 29. Insurance**

Parties shall, at its sole cost and expense, be responsible for maintaining all insurance coverage that it deems necessary for the performance of its obligations under this Agreement.

#### **Article 30. Relationship of the Parties**

The Parties are independent entities, and nothing contained in the Agreement shall be deemed or construed as creating a relationship of partnership, association, principal and agent or joint venture by or between them. The Parties shall have no right or authority to assume or create any obligation or responsibility on behalf of the other Party or to bind the other Party in any manner whatsoever.

#### **Article 31. Anti-Corruption**

(i) Buyer and Seller each warrant and undertake to the other that in connection with the entering into and the performance of this agreement, they will each, respectively, comply with all applicable laws, regulations, rules and requirements of Mexico, the United States, or any other relevant jurisdiction applicable relating to anti-bribery, anti-corruption or anti-money -laundering (hereinafter collectively, "anti-corruption laws"), and that each shall respectively take no action which would subject the other to fines or penalties under such anti-corruption laws. the parties agree that, at all times in connection with and throughout the course of the agreement and thereafter, they will

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comply with the anti-corruption laws and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with all applicable anti-corruption laws.

(ii) Buyer and Seller each represent, warrant and undertake to the other party that they shall not, in connection with the agreement and its performance thereof, directly or indirectly, pay, offer give or promise to pay or authorize the payment of monies or other things of value, or produced any unfair advantage in favor of the other party, in violation of any anti-corruption laws of any relevant jurisdiction, to:

(a) a government official or any officer or employee of a government or any department, agency or instrumentality of any government;

(b) an officer or employee of a public international organization;

(c) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;

(d) any political party or official thereof, or any candidate for political office, or

(e) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities.

(iii) Buyer and Seller shall in connection with the agreement: (a) abide by the principles of transparency, honesty and impartiality and (b) shall report to each other any corrupt act related to the agreement by any party's directors, officers, employees, agents or subcontractors, they are aware of or that is under investigation by any applicable authority, including without limitation, any allegation of fraud, bribery or corrupt or unlawful practices made against the other in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations at any time during the term of this agreement.

(iv) Buyer and Seller each represent, warrant and undertake to the other that itself, its directors, officers, employees, agents or subcontractors, have not made any payments or given anything of value to officials, officers or employees of the government of the country in which the oil originated or any agency, department or instrumentality of such government in direct connection with the oil which is the subject of the agreement which would be inconsistent with or contravene any anti-corruption laws.

(v) Buyer and Seller each warrant and acknowledge that PMI is bound in its commercial transactions by the principles contained in the code of conduct of Petróleos Mexicanos, subsidiary production companies and affiliate companies, the code of ethics of Petróleos Mexicanos, subsidiary production companies and affiliate companies, the anti-corruption policies and guidelines of Petróleos Mexicanos, subsidiary production companies and affiliate companies and the policies and guidelines for the development of due diligence at Petróleos Mexicanos, its

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production subsidiaries and, as appropriate, affiliates in matters of ethics and corporate integrity, and policies and guidelines for the development of due diligence in ethics and corporate integrity at P.M.I. Comercio Internacional, S.A. de C.V. and companies to which it provides services, which have been read by the parties as published on the Petróleos Mexicanos and PMI website.

Both parties agree to comply with the documents alluded in the aforesaid paragraph (v), all which have been adopted previously by the board of directors of PMI. For the purposes of this clause, the term “unfair advantage” includes but is not limited to a party obtaining an advantage in the conduct of business that other persons do not obtain and that such unfair advantage is obtained by virtue of, directly or indirectly, paying, offering, giving or promising to pay or authorizing the payment of any monies or other things of value to officials of the other party.

vi) In the event that a party has a reasonable suspicion that a breach of anti-corruption laws may take or has taken place, such party shall cooperate in good faith with the other party and its representatives in determining whether such a violation has occurred.

(vii) If a party, based on reasonable or confirming evidence determines that there has been a breach by the other party of the anti-corruption laws, such a breach shall be deemed a material breach of the agreement and the non-breaching party shall have the right to suspend payment or delivery (as applicable) or terminate this agreement without prejudice to its rights under the Agreement or at law; and further, where any such breach exposes a party to potential criminal liability, suspension and/or termination of the Agreement shall take place immediately upon notification to the breaching party notwithstanding any right to a remedy for a breach that may be contained elsewhere in the Agreement.

### **Article 32. Due Diligence**

Buyer agrees that, PMI will carry out the due diligence procedure to the counterparty, established in the applicable POLICIES AND GUIDELINES FOR THE DEVELOPMENT OF DUE DILIGENCE IN MATTERS OF ETHICS AND CORPORATE INTEGRITY IN P.M.I. COMERCIO INTERNACIONAL, S.A. DE C.V. AND COMPANIES TO WHICH IT PROVIDES SERVICES. The Buyer will be subject to information requirements related to compliance with the aforementioned policies and guidelines.

In connection with the entering into and the performance of this Agreement, the counterparty must report to PMI: i) any news or facts of the counterparty related to the matter of due diligence that arises in high-risk countries; ii) any news or facts of the counterparty related to the matter of due diligence, involving its Intermediaries.

If, as a result of the due diligence procedure, the counterparty must comply with mitigation measures, the counterparty must do it in the time and manner determined by the competent area of PMI or in the time and manner agreed by the counterparty and the competent area of PMI.



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### **Article 33. Human Rights**

The Parties each agree and undertake to the other that in connection with the Agreement they will each conduct business in a manner that respects the rights and dignity of all people and internationally recognized human rights, including without limitation:

- (a) not employing, engaging, or otherwise using forced labor, trafficked labor, or exploitative child labor; nor engaging in or condoning abusive or inhumane treatment of workers;
- (b) providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
- (c) mitigating or avoiding adverse human rights impacts to communities arising from their activities to the extent practicable.

### **Article 34. Consents.**

Each Party shall be responsible for obtaining all consents, authorizations, approvals and assurances of whatsoever nature necessary to enable it to comply with its obligations under the Agreement.

### **Article 35. Counterparts.**

The Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including transmission by email), each of which will be deemed an original.

### **Article 36. Electronic Signatures.**

Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar federal or state law, rule or regulation, as the same may be in effect from time to time, and the Parties hereby waive any objection to the contrary.

### **Article 37. Certificate of Origin.**

Derived from the commercial operations between the Seller and the Buyer, upon Buyer's request the Seller will provide to the Buyer a Preferential Certificate of Origin in accordance with the applicable provisions and as part of the Documentary Instructions, certifying that a good qualifies as an originating good for which an importer may claim preferential treatment upon the importation of the good into the territory of the other Party.

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**Article 38. Exclusion of responsibility and liability of the Mexican State.**

In the event of any dispute, claim, arbitration or lawsuit of any kind, the Buyer agrees to release the Mexican state and any other governmental authority body in peace and hold harmless of any liability including but not limited to the National Hydrocarbons Commission and Mexican Oil Fund for the Stabilization and Development, so that any controversy, claim, arbitration or lawsuit of any kind must be dealt with between the Buyer and the Seller exclusively.

**Article 39. Attachments**

Attached hereto:

- a) Annex 1. "Restrictions at Loading Port / Terminal".
- b) Annex 2. "Independent Inspectors".
- c) Annex 3. "Form of Letter of Indemnity".

**Annex 1. Restrictions at Loading Port / Terminal**

(1/3)

TERMINAL	LATITUDE AND LONGITUDE AT SITE	MAXIMUM DEPTH (FT)	MAXIMUM DRAFT (FT)	DEADWEIGHT METRIC TONS <sup>1</sup> MIN / MAX	LENGTH MIN / MAX	LENGTH FROM BOW TO INTAKE MIN / MAX	Pumping Rate
FPSO MIAMTE MV34	18°24.5'N 093°46.3' W	105'00"	75'00"	Preferably range 80,000 DWT to 120,000 DWT. Maximum ship summer	274 m	As per Aframax Standard, total length is 137 m	5,600 m3/h maximum 1,500 m3/h minimum 2,500 m3/h average

<sup>1</sup> Or such other unit of measure (e.g., displacement) as may be mutually agreed by the parties.

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				deadweight 150,000 DWT			
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## **Annex 1. Restrictions at Loading Port / Terminal**

(2/3)

### **1. OFFSHORE INSTALLATION SITES AND CONDITIONS**

(See tables above)

Port and offshore installations restrictions and conditions are revised from time to time by the Port Authorities / Harbor Master; Buyer will be responsible to confirm the last information through Vessel's Local Port Agent. Information given as a reference.

### **2. OPERATIONS**

2.1 The pilot who is sent on board as port authority shall direct the activities to be undertaken, including the commencement, continuation and suspension of mooring operations. However, the Master of the Vessel shall remain ultimately responsible for the safety of his ship.

Services (including diesel, Intermediate 15, fuel oil, water, etc.) are not available at these installations.

At the time of giving the first advice of ETA pursuant to Article 3.4 of the Agreement, the Vessel shall also include the following minimum information:

1. Name of the Vessel, distinctive signal and DWT in Metric Tons;
2. Forward and aft draft;
3. Quantities of segregated ballast on board;
4. Dimensions and characteristics of cargo manifold;
5. Type of installed mooring equipment;
6. Time required for deballasting (if any); and
7. Any special requirements.

2.2 Notices sent in accordance with Article 3.4 of the Agreement or paragraph 2.1 above, shall be sent to the appropriate terminal and shall also be sent to Seller to the following (or such other numbers or addresses as Seller may notify to Buyer from time to time as part of the Agreement):

By E-Mail: opercomeredo@pmicim.com  
Attention: Oil and Gas Operations Dept.

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- 2.3 In the event that an emergency occurs prior to the Vessel's arrival, such as a malfunction in the main engine or steering gear or the occurrence of navigational restrictions, notice thereof shall be given in accordance with paragraph 2.2 above, in order that such event be taken into account in the loading schedule and necessary steps be taken to control the event so reported.
- 2.4 Notifications regarding demurrage, claims, commercial and operational matters shall be notified to the following email addresses listed as below:

By E-Mail: opercomeredo@pmicim.com  
Attention: Oil and Gas Operations Dept.

By E-Mail: demurrage@pmicim.com  
Attention: Demurrage Department

By E-Mail: crudeclaims@pmicim.com  
Attention: Claims Department

By E-Mail: infomizton@pmicim.com  
Attention: Commercial Department

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### **Annex 1. Restrictions at Loading Port / Terminal**

(3/3)

#### **3. VESSEL'S RESTRICTIONS**

- 3.8 The distance from the center line of the loading line to the deck shall be no more than 2,100 mm and the distance from such center line to the spilling tray shall be at least 900 mm.
- 3.9 The loading lines in the manifold must have a vent and a manometer.
- 3.10 The spilling tray must be protected by Irving grills or similar grills.
- 3.11 The Vessels shall be equipped with an operational Inert Gas System. All tanks shall be fully inert at the time of arrival.

#### **4. PERSONNEL ON BOARD**

A pilot of the port, a loading Master, an Independent Inspector and a mooring team will go on board and will be provided food and sleeping quarters by the Vessel in order that they may always remain on board during the loading operation. A responsible officer of the Vessel must always be present to supervise mooring, unmooring and loading operations.

The Buyer and its representatives during the loading operations must comply with all the requirements and regulations from the authorities and the Loading Terminal Operator, that will be as follow but not restricted to:

- Covid Protocol;
- T - Bosiet Certificate (mandatory in case of arrival by Helicopter);
- Seaman's book;
- Any other document that may be requested that could be informed by terminal.

#### **5. STANDARDS AND REQUIRED INFORMATION**

All Vessels operating at the offshore facilities must observe the technical recommendations of the OCIMF and Cargo operations shall be conducted within relevant OCIMF & ISGOTT guides and recommendations

In addition, Vessels must be equipped with permanent mooring equipment designed for safe and efficient mooring to the SPM and to avoid pollution of the waters.

During loading, the Vessel will provide Seller with any information necessary for safe and efficient loading operations.

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The Vessel shall have sufficient light from arrival to departure for night operations, for the ladder by which personnel board and leave the Vessel.

## **Annex 2. Independent Inspectors**

- CAMIN CARGO CONTROL
- INSPECTORATE
- SOCIETE GENERALE DE SURVEILLANCE (SGS)
- INTERTEK

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**Annex 3. Form of Letter of Indemnity****P.M.I. COMERCIO INTERNACIONAL, S.A. DE C.V.**

\_\_\_\_\_, 20\_\_

Att'n: \_\_\_\_\_

Re: Payment for cargo without producing the relevant bills of lading.

M/T \_\_\_\_\_, PMI Ref: O/ \_\_\_\_\_

**LETTER OF INDEMNITY**

Gentlemen:

We refer to a cargo of (VOLUME) barrels of (TYPE OF OIL) shipped on board the vessel M/T (NAME OF THE SHIP) at the port of (NAME OF PORT OF LOADNG), México pursuant to the bills of lading dated \_\_\_\_\_.

Although we have sold and transferred title of said cargo to you, we have been unable to provide you with the 3/3 original clean on board Bills of Lading covering said sale.

In consideration of your paying the full purchase of U.S. Dollars (INVOICE AMOUNT), we hereby expressly warrant that we have good and marketable title, free and clear of any lien or encumbrance to such material and that we have full right and authority to transfer such title and effect delivery of such material to you, and to protect, indemnify and save you harmless from and against any and all damages, costs and expenses (including reasonable attorney fees) which you may suffer by reason of the original shipping documents remaining outstanding, or breach of the warranties given above including but not limited to, any claims and demands which may be made by a holder or transferee of the shipping documents, or by any third party claiming an interest in or lien on the cargo or proceeds thereof. Our obligation to indemnify you is, of course, subject to the condition that you give us prompt notice of the assertion of any claim (s) and full opportunity to conduct the defense thereof and that you do not settle any such claim (s) without our approval.

This Letter of Indemnity shall be governed by and construed in accordance with the Law specified in the Agreement and any dispute not settled by negotiation between us shall likewise be resolved in accordance with the said Agreement.

This letter of indemnity shall expire upon our tendering to you of "the shipping documents" or one year after Bill of Lading date.

Signed

By: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

**Descripción de cambios / Description of changes**