



## Terms and Conditions for Delivery of Product in Receptacles by Marine Vessel

Seller shall furnish Buyer with Safety Data Sheets on Product, which include health, safety, security and environment ("HSSE") information consistent with regulatory requirements. Buyer will disseminate appropriate HSSE information to all persons (including but not limited to Buyer's employees, contractors and customers) as required by applicable law or which Buyer foresees may be exposed to Product.

Seller is a Responsible Care® Company and seeks to promote safe handling of its products throughout the value chain. As such, Seller requires that appropriate minimum controls shall be in place at all loading and delivery locations to protect Seller's employees and contractors from injury and/or exposure during handling of Product. If in Seller's reasonable opinion, the delivery location is not safe and fit for handling deliveries under this Contract, Seller shall have the right to suspend further delivery of Product (and/or any other product covered by other contracts between Seller and/or its Affiliates and Buyer) and/or unload Product at another location from where Buyer shall collect Product at its own expense. If sixty (60) days after the commencement of such suspension, the condition of the delivery location is still not safe and fit for delivery in the sole determination of Seller, Seller may terminate this Contract with immediate effect by giving a written termination notice to Buyer.

**These Terms and Conditions for Lease of Isotanks and Intermodal Containers apply where Seller arranges and prepays freight for delivering by marine vessel Product placed into receptacles (including but not limited to isotanks and drums, collectively "Receptacles"), which Receptacles (other than isotanks) may be in turn placed into intermodal containers. These terms form an integral part of the Contract and, unless otherwise specifically provided herein, applicable provisions of the Contract shall be deemed included in this attachment. Any terms used in this attachment, which are defined in the Contract, are intended to have the same meaning when used in this attachment.**

### Terms and Conditions for Lease of Isotanks and Intermodal Containers ("Lease")

#### 1. LEASE DURATION

##### (a) LEASE OF ISOTANKS

Each isotank into which Product is loaded for delivery to Buyer shall automatically become subject to this Lease from the time when Product is loaded into the isotank;

##### (b) LEASE OF INTERMODAL CONTAINERS

Each intermodal container which holds Receptacles of Product loaded for delivery to Buyer shall automatically become subject to this Lease from the time when the first such Receptacle is placed into the intermodal container;

until the time ("End of Lease") when Buyer releases the isotank or intermodal container, as the case may be ("Leased Item"):

- (i) at the discharge port;
- (ii) to the party ("Notifying Party") that notified Buyer of the arrival at the discharge port of the marine vessel transporting the Product ("Vessel"); and
- (iii) empty and (where the Leased Item is an intermodal container) free of stuffing or other debris.

#### 2. USE-DETENTION

Buyer's use of a Leased Item under this Lease is restricted to:

##### (a) the initial transportation of:

- (i) where the Leased Item is an isotank: Product; or
  - (ii) where the Leased Item is an intermodal container: Receptacles of Product;
- loaded into the Leased Item; and

##### (b) for temporary storage of:

- (i) where the Leased Item is an isotank: Product; or

- (ii) where the Leased Item is an intermodal container: Receptacles of Product;  
while in Buyer's possession.

3. DEMURRAGE CHARGE

If the End of Lease takes place on a date after the free detention period stipulated on the bill of lading (such period to be counted from and including the date that the Vessel arrived at the discharge port), for each full or fractional day beyond such period, Buyer shall pay Seller on demand a demurrage charge at a daily rate as set out in the bill of lading, or in the absence thereof, to be advised by Seller at that time.

4. DAMAGE

- (a) Buyer shall promptly notify Seller in writing upon discovery of any damage to or defect in any Leased Item. If no such notice is given, the Leased Item is deemed to be without damage or defect at the time of delivery. Buyer shall not undertake any repair of or other work on the Leased Item (except for emergency repairs) without Seller's prior written consent.
- (b) The Leased Item released by Buyer at the End of Lease shall be in the same condition as at the time of delivery, excepting reasonable wear and tear. Buyer shall be responsible for any missing parts, damage or destruction of the Leased Item occurring before the End of Lease.

5. ASSIGNMENT

Buyer shall not, in whole or in part, assign or sublet this Lease or any Leased Item, or any rights under this Lease, without Seller's prior written consent. No rights of Buyer under this Lease shall pass to any successor or assignee of Buyer by operation of law without Seller's prior written consent.

6. INDEMNITY

Sub-clause (i) of the clause entitled "LIABILITY AND CLAIMS" in the Contract shall be amended to read:

"in the case Buyer is the Indemnifying Party, Buyer's unloading, storage, handling purchase, use, sale or disposal of the Product or the Leased Item".