

**SERVICE AND DELIVERY STANDARDS**  
**FOR RAIL AND TRUCK DELIVERIES IN US and CANADA**  
**(Shell Chemical LP and Shell Chemicals Canada)**

**MINIMUM ORDER PROCESSING TIMES**

Transport times to the delivery point are in addition to the following minimum order processing times. For all transport modes, made to order products may require longer lead times. The following minimum processing times are subject to product and logistics availability.

**Shell Deliveries by Tank Truck**

Orders for NEODENE® and NEOFLO® Olefins, and NEODOL®/LINEVOL® Alcohols placed by 3pm Eastern Time (ET) will be loaded 3 business days after Seller's receipt of order, NEODOL® detergent Ethoxylates may be loaded 5 business days after Seller's receipt of order and all other products may be loaded 2 business days after Seller's receipt of the order. Deliveries will be made during normal operating hours.

**Shell Deliveries by Rail**

Orders placed by 3pm ET may be dispatched 5 business days after Seller's receipt of the order.

**Customer Road Pick-ups**

For Buyer road pick-ups, Solvents orders placed by 12 noon ET may be collected the next business day; for all other Buyer road pick-ups, minimum order processing times are the same as those for Shell deliveries by tank truck, provided that the relevant Shell site procedures are followed, both driver and vehicle meet Shell site HSSE requirements and, for loading locations in the US, the carrier has validated that they have a transportation security plan that complies with regulations.

**Customer Rail Pick-ups**

Orders placed by 3pm ET may be loaded 5 business days after Seller's receipt of the order, provided the railcars are made available at the loading site at least 4 business days prior to loading and provided that the relevant Shell site procedures are followed, the rail tank car meets Shell site HSSE requirements and appropriate paperwork is provided.

**Rush Orders**

Tank truck and rail tank car orders placed with shorter processing times than the minimum order processing times set forth above will be accommodated when possible provided no increase in HSSE risk is involved and equipment, Product(s) and staff are available; however, such orders will include a US/CN\$250 service fee per order.

**Order Changes and Cancellations**

We will seek to accommodate a request to cancel or change an order notified within the minimum order processing times stated above provided such request is made before loading has commenced and provided it does not result in an increase in HSSE risk; however such changes or cancellations within the minimum order processing time period shall incur a US/CN\$250 service fee per change or cancellation.

**RAIL AND TRUCK QUANTITIES:**

**Rail Deliveries**

When placing orders for rail delivery, Buyer shall place orders for full rail cars. Freight cost calculations are based upon rail cars being cars filled to the maximum legal volume. The quantity of all bulk rail and truck deliveries will be determined by Seller by outage tables with corrections for temperature or by weigh master's certificate as appropriate. Buyer will unload each shipment at its own risk and expense, including any detention or demurrage charges.

**Truck Deliveries**

When placing orders for truck delivery, Buyer shall place orders for full truckloads. Unless otherwise agreed in advance with Seller, these shall be for truckloads of a single Product. Subject to relevant legal, HSSE and equipment constraints, for orders to destinations in the US, or from supply points in the US for delivery in Canada, where orders are placed for less than 44,000 lbs per truck, the following surcharges shall apply: 40,000 lbs to 43,999 lbs / 18,000kgs to 19,999 kgs - US/CN\$450 per order; and

35,000lbs to 39,999 lbs / 16,000 kgs to 17,999 kgs - US/CN\$700 per order,  
and for orders to destinations in Canada from supply points in Canada, where orders are placed for less than 25,000kg per truck, the following surcharges shall apply:

23,000 kgs to 24,999kgs - CN\$450 per order

21,000 kgs to 22,999 kgs - CN\$700 per order

Where low density product means that even a fully loaded truck would incur a surcharge, Seller may reduce load weights. Volatile products delivered in pressure trucks are generally fully loaded.

Each load shall be delivered to a single delivery point and once in transit, Product may not be diverted to an alternate delivery point.

### **Customer Pick-ups by Truck**

When placing orders for collection by truck, Buyer shall place orders for a minimum of 35,000 lbs / 16,000 kgs.

### **Multiple Compartment Tank Trucks**

Multiple compartment tank trucks hold a maximum of three (3) products. For both deliveries and collections, there is no surcharge for 2 (two) products per truck but a surcharge of US/CN\$250 shall be made for 3 products per truck. For deliveries to destinations in the US, or from supply points in the US for delivery in Canada, the minimum order size is 8,500lbs/4,000kgs per product per compartment and 44,000lbs/20,000kgs overall per truck, sourced from a single supply point and delivered to a single delivery location. For deliveries to destinations in Canada from supply points in Canada, the minimum order size is 4,000kgs per product per compartment and 25,000kgs overall per truck, sourced from a single supply point and delivered to a single delivery location. For customer pick-ups, the minimum order size is 8,500lbs/4,000kgs per product per compartment and 35,000lbs/16,000kgs overall per truck, supplied from a maximum of two locations in the same city. Only Product combinations permissible from an HSSE perspective may be loaded in the same truck; all HSSE requirements for deliveries and pick-ups apply equally to combination loads. The surcharges set out above for orders less than full truckloads apply equally to multiple tank trucks.

### **UNLOADING OF PRODUCT:**

**Tank Truck:** For road deliveries, Buyer may retain a tank truck for unloading for up to 3 hours from arrival at Buyer's delivery point. Retention beyond this free period shall incur a surcharge of US/CN\$100 per hour or part thereof plus a charge (including an administration fee) to cover any additional costs incurred as a result of unloading delays (such as overnight storage costs, dropping the trailer, re-delivery etc.).

**Rail Cars:** Buyer may retain a rail tank car for up to seven (7) days from the date of constructive placement by the railroad free of charge. Detention beyond this free period will be charged at a rate of US/CN\$150/day (or portion thereof), on a net quarterly basis (i.e. early returns, if any, may accrue and be offset against longer retentions by the same Buyer in relation to the same Product group in the same calendar quarter). Buyer's retention time stops when Buyer releases the empty railcar to the rail company.

In accordance with the Behavior Based Safety Guideline on Safe Loading & Unloading of Vehicles, available from [www.shell.com/chemicals/transport](http://www.shell.com/chemicals/transport), Buyer shall not (and shall not allow for any Buyer agent or third party to) request any Shell-arranged common carrier to perform any duty, including but not limited to any sampling or unloading. All such activities must be performed by, and at the risk of, the Buyer, not the driver. Buyer must assure that upon arrival of Shell-arranged transport by road or rail, Buyer will completely and safely unload all Product into Buyer's fixed tank upon arrival at Buyer's location or notification of constructive placement by carrier for Buyer's unloading. Buyer may unload Product into other than a fixed tank only on the basis of prior written agreement and a Shell risk assessment of Buyer's site.

### **NON DIVERSION OF PRODUCT**

Buyer undertakes not to divert and to prevent the diversion of the Product(s) to illicit end uses such as the manufacture of drugs and chemical weapons, or for military purposes and Buyer undertakes to abide by Seller's policy and requirements for the sale and use of the Product(s).