

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. 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 loaded 5 business days after Seller's receipt of the order.

Customer Road Pick-ups (Customer provided trucks)

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 site procedures are followed, both driver and vehicle meet 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. Buyer shall not offer for transportation any truck except in compliance with applicable law, rules and regulations.

Customer Rail Pick-ups (Customer provided railcars)

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 site procedures are followed, the rail tank car meets site HSSE requirements and appropriate paperwork is provided. Buyer shall not offer for transportation any railcar except in compliance with applicable law, rules and regulations.

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\$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\$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 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.

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\$450 per order; and

36,000lbs to 39,999 lbs / 16,329 kgs to 17,999 kgs - US\$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 36,000 lbs / 16,329 kgs.

Multiple Compartment Tank Trucks

Multiple compartment tank trucks hold a maximum of three (3) products. For all compartment tank trucks, a surcharge of US\$550 shall apply 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 36,000lbs/16,329kgs 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 compartment tank trucks.

UNLOADING OF PRODUCT:

Tank Truck:

For road deliveries, Buyer may retain a tank truck for unloading for up to 2 hours from arrival at Buyer's delivery point. Retention beyond this free period shall incur a surcharge of US\$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.). Buyer will completely and safely unload each shipment at its own risk and expense, including any detention or demurrage charges.

Rail Cars:

Buyer's use of railcars under the Contract is restricted to the initial transportation of the products shipped therein and for temporary storage of such products while the railcars are in Buyer's possession. Buyer shall not use the railcars for any purpose other than that described in the preceding sentence without Seller's prior written approval and, if Seller provides such written approval, then Buyer's possession for detention purposes will not terminate until the receipt and acceptance of railcars at Seller's designated delivery location. Buyer shall not be entitled to any mileage allowances accruing with respect to the railcars. For each full or fractional calendar day during which any railcar remains in Buyer's possession beyond the free time specified, Buyer shall pay Seller on demand a detention charge at the daily rate specified for such railcar. Calculation of free time will commence with the constructive placement of a railcar by a delivering railroad and end at the time Buyer releases such railcar empty to a railroad. The daily rate after 7 days free time is US\$150 per day. The daily rate specified is subject to change by Seller on at least 30 days written notice. Buyer will completely and safely unload each shipment at its own risk and expense, including any detention or demurrage charges.

Buyer shall inspect railcars upon constructive placement by the railroad. If Buyer identifies any defect on a railcar that has been constructively placed, Buyer shall immediately notify Chemtrec by calling 1-800-424-9300. If any railcar is in any respect damaged, defective or otherwise in need of repair or there is an emergency with respect to such railcar during the time such railcar is in Buyer's possession, in addition to providing prompt written notice to Seller and the delivering railroad, Buyer shall immediately notify Chemtrec by calling 1-800-424-9300. Buyer shall not undertake or direct any repair of or other work on any railcar without Seller's prior written approval. When possession of any railcar is surrendered by Buyer, such railcar shall be in as good condition as when received by Buyer, excepting reasonable wear and tear, and Buyer shall be responsible for any damage to such railcar while in Buyer's possession. Buyer shall not offer for transportation any railcar except in compliance with applicable law, rules and regulations.