SERVICE AND DELIVERY STANDARDS FOR RAIL AND TRUCK DELIVERIES IN EUROPE Shell Chemicals Europe B.V.

Definitions:

- Order Lead Time: Time between order receipt and loading date (NB order date is included in order lead time provided orders are placed before order cut-off time).
- · Order cut-off time: Time when orders must be received to have date included in order lead time
- Business days are official working days in NL. Official Dutch public holidays do not count as business days.
- Normal Business hours: 8:00-17:30 CET
- Delivery expected on the day as indicated in order confirmation
- Rush order: Order placed with shorter than standard order lead time. Rush orders will only be accepted if they can be managed safely
- Last minute change: An order change within the order lead time
- Last minute cancellation: Order cancellation within order lead time
- Combi loads: Up to maximum 2 products to be loaded in 1 truck

Truck/multi modal

Shell Delivery	Min Order Lead time	3 business days
	Order cut off time	3pm CET on business day 1 of order lead time. Orders to be placed via Shell's
		Customer Portal (<u>www.chemicals-customer-portal.shell.com/ccp_loginpage</u>)
		In case order is received on Monday before 3pm CET, loading is expected on
		Wednesday.
	Min order quantity	Maximum legal volume with a minimum of 22 mt
		In case order quantity is less the following surcharges *) apply:
		20-21.9 mt 250 Euro
		18-19.9 mt 500 Euro
		<18 mt 750 Euro
	Diversion restriction	Each load shall be delivered to a single delivery point and once in transit,
		Product may not be diverted to an alternate delivery point.
	Product unloading	From a Safety and Environmental perspective Seller expects customer to
		ensure enough tank ullage for full discharge of the truck.
		Max 3 hrs after arrival of the truck. Excess time will be invoiced at 75 Euro/hr
		or part thereof plus any additional costs involved (overnight, rental, etc). *)
	Truck specifications	Tank Truck deliveries will be done using standard equipment, suitable for
		carrying the goods and meeting all regulatory requirements. Additional
		required unloading equipment (i.e. pumps, specific couplings, hoses), are not
		available as standard and require upfront agreement on the feasibility and
		any applicable surcharges
	Fees apply	Rush order, last minute cancellation, last minute change, and combi load:
		250 Euro per order charged on product invoice.
		Other charges: Saturday delivery: 175 Euro; Sunday delivery: 275 Euro
		Monday morning delivery (before noon): 450 Euro *) **)

	Documentation	CMR, Dangerous Goods Declaration, Certificate of Analysis, Weight Ticket,
		and mandatory export documents if applicable. (details can be found
		https://www.shell.com/business-customers/chemicals/safe-product-
		handling-and-transportation/on-site-collection-requirements.html)
Customer collection	Min Order Lead time	2 business days
	Order cut off time	Noon CET on business day 1 of order lead time. Orders to be placed via
		Shell's Customer Portal (<u>www.chemicals-customer-</u>
		portal.shell.com/ccp_loginpage)
		In case order is received on Monday before 12pm CET, loading is expected on
		Tuesday.
	Loading requirements	Seller's site procedures must be followed, including proof of export
		documentation for sales zero-rated for VAT.
		For Shell locations see https://www.shell.com/business-
		customers/chemicals/safe-product-handling-and-transportation/on-site-
		collection-requirements.html
		For third party location: Buyer to inform their haulier to contact respective
		location and follow their advice.
	Min order quantity	18 mt
	Documentation	Delivery receipt, Certificate of Analysis, Weight Ticket, and mandatory export
		or excise documents if applicable. (details can be found
		https://www.shell.com/business-customers/chemicals/safe-product-
		handling-and-transportation/on-site-collection-requirements.html)
	Fees apply	Rush order, cancellation, last minute change, a no-show on a booked loading
		slot and combi load: 250 Euro per order charged on product invoice. *)
	Combi loads	Maximum 2 products, min order per product 6 mt and min total order 18 mt

Rail

Shell Delivery	Min Order Lead time	4 business days
	Order cut off time	3 pm CET on day 1 of order lead time. Orders to be placed via Shell's
		Customer Portal (<u>www.chemicals-customer-portal.shell.com/ccp_loginpage</u>)
	Min order quantity	Maximum legal volume
	Documentation	CIM(Consignment Note for Rail Transport)-Waybill, Certificate of Analyses,
		Dangerous Goods Declaration, Mandatory Export Documents when
		applicable.(details can be found https://www.shell.com/business-
		customers/chemicals/safe-product-handling-and-transportation/on-
		site-collection-requirements.html)
	Product unloading	Maximum 3 days, excess time will be invoiced at 150 euro per day or part
		thereof plus any additional charges. *)
Customer collection	Min Order lead time	6 business days 3pm CET
	Order cut off time	3pm CET on day 1 of order lead time. Orders to be placed via Shell's
		Customer Portal (<u>www.chemicals-customer-portal.shell.com/ccp_loginpage</u>)
	Min order quantity	Maximum legal volume
	Documentation	CIM(Consignment Note for Rail Transport)-Waybill, Certificate of Analyses,
		Dangerous Goods Declaration, Mandatory Export Documents when
		applicable.(details can be found https://www.shell.com/business-
		customers/chemicals/safe-product-handling-and-transportation/on-
		site-collection-requirements.html)

- * fees/surcharges are subject to change by Seller from time to time
- ** only applicable when truck will have to be pre-loaded on Friday in view of lead time

Loading/Unloading:

In accordance with the CEFIC Behavior Based Safety Guideline on Safe Loading & Unloading of Vehicles as published by CEFIC (www.CEFIC.org).

Conditions of the RTC(s) and damages

If any RTC is in any respect damaged or defective when it enters Buyer's possession, Buyer shall, in addition to providing written notice to Sellers' Logistic Service Provider ("LSP"- VTG Rail Logistics Deutschland GmbH, Chemie Park-Straße 8, D-06731 Bitterfeld, Germany), promptly notify the LSP by calling +49 (0) 3493 3755 233). If no such notice is given, Buyer is deemed to have accepted the RTC(s) in good condition. Buyer shall not undertake any repair of or other work on the RTC(s) (except for emergency repairs) without the LSP's prior approval. At the end of the use-detention period the RTC(s) shall be in as good condition as when received by Buyer, except for reasonable wear and tear. Buyer will be responsible for any missing parts, damage or destruction of the RTC(s) while in Buyer's possession. 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 other purpose without Seller's prior written approval. Buyer shall ensure that empty, uncleaned and not degassed RTCs are appropriately marked and labelled and that empty uncleaned RTCs are closed and present the same degree of leak-proofness as if they were full. Buyer shall defend, indemnify and hold Seller harmless from and against all claims, liabilities, losses, damages, costs and expenses arising out of or in connection with the use of any RTC or during the use detention period except for claims which result solely from the active negligence or willful misconduct of Seller or of the Railway company.

Other:

For products, which are subject to Excise Duties or Taxes, Seller must be in receipt of the required documentation or information before accepting orders.