

TOTAL PETROCHEMICALS & REFINING USA, INC.
MARINE PROVISIONS FOR
BASE CHEMICALS AND STYRENE MONOMER

1. Conflicts

1.1 In the event of a conflict between the Specific Terms & Conditions and these Marine Provisions, the Specific Terms & Conditions shall govern. In the event of a conflict between the General Terms and Conditions and these Marine Provisions, these Marine Provisions shall govern.

1.2 Except as otherwise provided herein, the provisions of INCOTERMS 2010 shall apply herein.

2. Definitions

2.1 "Berth" means any berth, dock, anchorage, sea terminal, single point or other mooring facility, submarine unloading line or other place including alongside lighters or other Vessels in which the product may be discharged or loaded.

2.2 "Business Day" means a weekday, which is not a public holiday in Texas.

2.3 "Inland Barge" means a barge that normally traverses only inland and intercoastal waterways.

2.4 "MT" means metric ton.

2.5 "Terminal" means the refinery or terminal facilities delivering or receiving the product.

2.6 "Terminal Party" refers to the party responsible for delivery of the product to the Vessel at the Terminal or receipt of the product from the Vessel at the Terminal.

2.7 "Vessel" means any ocean-going barge, Inland Barge, tow or tanker carrying (or proposed to carry) product, whether owned or chartered.

2.8 "Vessel Account" means the responsibilities, duties, rights and liabilities of the Vessel, and are intended to include not only the Vessel itself, but also the owner, operator, master, or agent, as applicable.

2.9 "Vessel Party" refers to the party nominating the Vessel under the Agreement for purposes of receiving product from the Terminal or delivering product to the Terminal.

3. Vessel Berths.

3.1 The Terminal Party shall make reasonable efforts to provide a safe Berth to which Vessels may proceed, at which they may safely lie, and from which they may depart safely afloat. The Terminal shall attempt to berth all Vessels on an equal basis with all other Vessels arriving at the port to load or discharge in order of rotation by receipt of notice of readiness by the Terminal. Notwithstanding anything to the contrary herein, the Terminal shall not be deemed to warrant the

safety or draft of public channels, fairways, approaches, anchorages thereto, or other publicly maintained areas in or outside the port area where the Vessel may be directed. It shall be the absolute responsibility of the Vessel Party to acquaint itself, and comply, with the requirements of the port current at the relevant time.

3.2 All dues and other charges on the Vessel Party at the Terminal, other than those defined by Asbatankvoy Charter Party Form as being for the Vessel owners' account, shall be borne by the Terminal Party. Fees caused by unreasonable delays of the Vessel, however, will be charged to the Vessel Party. The wharfage/dockage for the Vessel shall be borne by Vessel Party. All duties and other charges on the Vessel including, without limitation, those incurred for pilots and tugs, hold-in tugs, and other port costs and taxes on freight shall be for the Vessel Account.

3.3 All Vessels shall comply with the draft restrictions of the port. If a lightening or lightening operation is required for the Vessel to meet the draft restriction, the Vessel Party and/or the Vessel owner is obligated to provide such lightening or lightening operation and at the expense of the Vessel Party and/or Vessel owner's account.

4. Vessel Nomination.

4.1 Vessel Party will nominate, for Terminal Party's acceptance, each Vessel it intends to use hereunder. Each nomination will be in writing and made not less than five (5) Business Days prior to the expected time of arrival ("ETA") of such Vessel at the Terminal. Each nomination will specify (or, as applicable, verify), at minimum: (a) the name of the Vessel, the date built and flag; (b) the quantity to be loaded or offloaded; (c) Q88 duly complete; (d) compliance with the requirements of the International Ship and Port Facility Security Code and the relevant amendments to Chapter XI of SOLAS ("ISPS Code"); (e) origin of the Product; (f) details of other cargoes that will be on board; (g) presentation clause; (h) the product carried on the Vessel on each of its three previous voyages; (i) the vessel/charterer's agent at the Terminal; (j) the demurrage rate/allowed laytime and (k) the ETA at the Terminal. Any Vessel nominated hereunder will be capable of discharging a full cargo within twenty-four (24) hours or maintaining pressure of 100 psi (or 7 bar) at Vessel's rail.

4.2 Vessel(s) nominated by the Vessel Party shall be subject to the Terminal Party's approval, which shall not be unreasonably withheld. Terminal Party shall approve or reject the nominated Vessel within two (2) Business Days following receipt of Vessel Party's nomination. The party rejecting the Vessel shall not be liable for any loss or damage, direct or indirect, which the Vessel Party may suffer as a result. Acceptance of any Vessel shall not constitute a continuing acceptance of such Vessel on subsequent loadings and discharges. If a Vessel is rejected by the Terminal Party, the Vessel Party shall be required to nominate another suitable Vessel. If a Vessel is accepted by the Terminal Party, the Vessel Party may substitute another suitable vessel of the same type and size by nominating it for the Terminal Party's acceptance; provided, however, such nomination of a substitute Vessel shall be made no later than five (5) Business Days prior to the Vessel's arrival at the Terminal. A Vessel nomination that has been accepted by the Terminal Party is not superseded until a substitute Vessel nomination has been accepted by the Terminal Party.

4.3 All nominated Vessels shall be USCG approved and shall comply with these Marine Provisions. The Vessel shall comply with the regulations, procedures and any restrictions of the Terminal. Vessel Party warrants that it shall ensure the Vessel carries a certificate of insurance for the insurance required herein.

4.4 If a Vessel is subject to the provisions of the U.S. Maritime Transportation Security Act of 2002 (“MTSA”), it must comply with the ISPS Code requirements and the requirements of MTSA. Notwithstanding any prior acceptance of the Vessel, if at any time prior to the Vessel’s arrival at the Terminal, it ceases to comply with the requirements of the ISPS Code or the MTSA (i) the Terminal Party shall have the right not to berth such nominated Vessel and any demurrage resulting shall not be for the account of the Terminal Party, and (ii) the Vessel Party shall be obligated to substitute such nominated Vessel with a Vessel that complies with the requirements of the ISPS Code and MTSA.

5. Vessel Status.

5.1 The Terminal Party shall be further notified of the ETA seventy-two (72), forty-eight (48), twenty-four (24) and six (6) hours in advance of arrival in accordance with the standard reporting procedure at the Terminal. After the 24-hour ETA notice is issued, the Terminal shall be immediately notified when a scheduled arrival time changes by plus or minus six (6) hours or more. After the 6-hour ETA notice, the Terminal shall immediately be notified when a scheduled arrival time changes by plus or minus two (2) hours or more.

5.2 Notwithstanding the provisions of Section 5.1 above, with respect to Inland Barge’s only, the Terminal Party shall be notified of the ETA five (5) business days in advance of arrival. The Terminal Party shall be further notified of the ETA forty-eight (48), twenty-four (24) and six (6) hours in advance of arrival.

5.3 The Vessel may be required to send the Terminal answers to critical pre-berthing questions at least forty-eight (48) hours prior to the ETA. The Terminal will provide these pre-berthing questions so as to allow the Vessel a reasonable time to respond.

6. Notice of Readiness. After the Vessel has arrived at the customary anchorage or other place of waiting and is in all respects ready to proceed to the Berth and commence loading, the master or the agent shall tender Notice of Readiness (“NOR”) to the Terminal by telex, wireless or telephone or other agreed upon electronic means of communication. Such notice shall not be given until after the Vessel has received all port clearances. The Terminal shall attempt to assign a Berth in order of Vessel arrival, as determined by the receipt of NOR. The Terminal Party shall not be under any obligation to commence loading or unloading prior to 0600 hours (local time) on the first day of the laycan.

7. Laycan. The Vessel Party shall nominate a 10-day laycan at least ten (10) calendar days prior to the delivery date window specified in the Specific Terms and Conditions. Ten (10) calendar days prior to the beginning of the nominated laycan, the Vessel Party shall narrow the initial 10-day laycan to a 5-day laycan within the initial 10-day laycan. Five days prior to 5-day laycan, the Vessel Party shall narrow the 5-day laycan to a 3-day laycan within the 5-day laycan. The Terminal Party shall not be responsible for any waiting time and/or demurrage if the Vessel tenders NOR after the 3-day laycan.

8. Pumping. The Vessel shall be capable of pumping a full cargo within: in the case of Vessels having parcels of 5,000 MT or less at a speed of minimum 275 MT/Hr. or in all other cases, 400 MT/Hr.; or maintaining pressure of 100psi (or 7 bar) at the Vessel’s rail, receiving facilities permitting.

9. Laytime.

9.1 Allowed laytime shall be calculated as follows:

| Vessel | Barrels Time/Hours | |
|---------------|-----------------------------|----|
| Inland Barges | 10,000 | 10 |
| | 20,000 | 12 |
| Ocean Barges | Per Charter Party Agreement | |
| Tankers | Per Charter Party Agreement | |

9.2 Laytime shall not commence prior to the laycan stipulated in the nomination except with the consent of the Terminal Party. In such case, laytime will commence when the Vessel is secured all fast to the Berth. Laytime for Vessels (except Inland Barges) tendering NOR within the laycan days stipulated shall commence either (i) 6 hours after NOR is tendered or (ii) when the Vessel is secured all fast to the Berth, whichever occurs first. Laytime for Vessels tendering NOR after the laycan nominated shall commence when the Vessel is secured all fast to the Berth. Laytime for Inland Barges tendering NOR within the laycan nominated shall commence when the Inland Barge is ready to proceed to the Berth.

9.3 Time consumed for the following shall not count as used laytime:

- (a) Time consumed by the Vessel in moving from port anchorage or fleeting area to the Berth, including waiting for tide, traffic or daylight or free pratique;
- (b) Preparing for and handling or shifting of ballast, bilges, slops or other substances or bunkering when not done concurrently with loading or unloading;
- (c) Any time consumed in interruption of cargo transfer operations due to Vessel's requiring separate and/or additional tank gauges, Vessel's mechanical problems or Vessel's failure to comply with the Terminal's Regulations (as defined herein);
- (d) Delay due to prohibition of cargo transfer any time by the Vessel, the owner, the operator of the Vessel, or by port or other governmental authorities, unless such prohibition is caused by the Terminal's failure to comply with applicable laws or regulations;
- (e) Delays due to the failure (i) of the Vessel to have the required certificates referred to in Section 13, (ii) to comply with United States Coast Guard regulations (or hold the necessary waiver if not in compliance) including the requirements of the ISPS Code, or (iii) to have other required documentation;
- (f) Delays due to awaiting Customs and Immigration clearance, if applicable, and product quality tests;
- (g) Any delay caused by strike, lockout, stoppage or restraint of labor of the master, officers and crew of the Vessel, towboat or pilots; or
- (h) Any delay for which the Vessel, her master or crew is responsible.

9.4 Any delay in reaching or clearing the Berth caused by conditions not reasonably within the Terminal's control, including weather delays caused by fog, waves, swells, storms, wind or lightning shall be considered one-half time on allowed laytime or one-half time on demurrage.

9.5 Laytime shall cease for tankers and ocean going barges when the cargo hose/arm is disconnected. If the Vessel is an Inland Barge, laytime shall cease when the Inland Barge is

released by the Terminal. The Vessel shall vacate the Berth expeditiously consistent with safe operating practices.

9.6 If the shipment is not loaded or discharged within the laytime allowed herein, the Terminal Party shall pay demurrage to the Vessel Party, in U.S. dollars, in respect of the excess time at the appropriate rate per day (or pro rata for part of a day) as hereinafter specified, always provided that, if by reason of her own deficiencies the Vessel cannot maintain an average pumping rate as specified in Article 8 from the time of commencing pumping, any additional time used solely by reason of such deficiencies shall be deducted in calculating the time (if any) in respect of which the Terminal Party is liable for demurrage. Demurrage shall be payable by the Terminal Party for each running hour and prorated for each part of an hour that used laytime exceeds the allowed laytime at the following demurrage rates:

- (a) Tows, Inland Barges and ocean barges under 16,000 DWT, to be based on the rate specified in the Vessel's transportation contract or any previously negotiated rate set forth in the Specific Terms and Conditions.
- (b) Tankers and ocean barges 16,000 DWT and greater to be based on the current spot market unless otherwise specified in this Agreement. The existing charter party rate for tankers and ocean barges shall be considered evidence of the current charter market.

10. Documentation of Demurrage Claims. Demurrage claims must be submitted in writing, with supporting documentation, within ninety (90) days from the completion of loading or discharging, whichever is applicable. **IF THE APPROPRIATE CLAIM IS NOT PROVIDED, TOGETHER WITH THE APPROPRIATE DOCUMENTATION, WITHIN THE SPECIFIED TIME, THE CLAIM WILL BE DEEMED FOREVER WAIVED AND BARRED.** Demurrage claims shall be accompanied by supporting documentation, including an invoice, copy of the Vessel's port and pumping logs signed by the master, copy of the charter party or third party invoice, Statement of Facts, NOR documentation and used laytime statements, supported by actual invoice from the Vessel owner as well as such other supporting data as may be reasonably requested. The Terminal Party shall not be obligated to pay demurrage in excess of that actually incurred by the Vessel Party. **NO CLAIMS FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR NATURE SHALL BE MADE BY EITHER PARTY RELATING TO DEMURRAGE.**

11. Measurement and Sampling.

11.1 The quantity and quality of the product shall be determined for each shipment at the Terminal, unless otherwise provided for specifically in the Specific Terms and Conditions. Quantity and quality measurement shall be based upon the most current API and ASTM standards.

11.2 If the Terminal Party is delivering product and the delivery terms are FOB, FCA, FAS, CFR or CIF, the quantity shall be based upon shoretank(s) downgauge measurements at the Terminal. If the Terminal Party is receiving product, the quantity shall be based on upgauge measurements taken at the Terminal. If shoretanks are active or shoretank measurements are otherwise not reliable, then the quantity shall be based on the Vessel's loaded figure with a valid load VEF applied (or for Inland Barges on static upgauge measurements at the Terminal). Quality determinations shall be in accordance with the test results run on a volumetrically correct composite of samples drawn from shoretank(s) at the Terminal, or to the extent not available, a volumetrically correct Vessel compartment sample obtained at the Terminal.

11.3 Unless otherwise agreed, quantity and quality determination(s) shall be made by an independent inspection company, which is mutually acceptable to both the Vessel Party and the Terminal Party. Both parties shall share the cost of the independent inspection company equally. The determinations of the independent inspection company regarding quantity and quality shall be conclusive for payment purposes absent fraud or manifest error. In addition to the independent inspection company, either party may, at its own expense, appoint a representative acceptable to the Terminal to witness the loading of the product.

12. Shifting. The Terminal shall have the right to shift a Vessel from one Berth to another or to anchorage. Extra expenses incurred in such shifting or anchoring of Vessels shall be for the Terminal Party's account (unless the shifting or anchoring is due to the Vessel's failure to comply with these Marine Provisions) with the time properly consumed in shifting counted as used laytime or as time on demurrage. If regulations of the Terminal prohibit handling the cargo at night, time so lost shall not count as used laytime. In addition, expenses incurred for any shifting of the Vessel which is requested by the Vessel shall be for the Vessel Account and the time consumed in shifting shall not be counted as used laytime or time on demurrage.

13. Compliance with Law and Certificates. The Vessel Party warrants the following:

- (a) Vessel is in full compliance with all applicable federal state and local laws, regulations, statutes and all applicable rules, regulations, requirements, restrictions and procedures of the Terminal.
- (b) To the extent applicable, Vessel complies with the requirements of the ISPS Code and the MTSA.
- (c) Vessel has on board all records, compliance letters, contingency plans or other documents required by law, regulation and/or statute including, but not limited to, the following:
 - (i) Certificates issued pursuant to the Civil Liability Convention 1969 ("CLC") and pursuant to the 1992 protocols to the CLC, as and when in force.
 - (ii) Certificates issued pursuant to Section 1016(a) of the Oil Pollution Act of 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended in accordance with Part 138 of Coast Guard Regulations 33 CFR and any other applicable Coast Guard regulations.
 - (iii) If subject to the MTSA, a Declaration of Security ("DoS") for the appropriate authorities at the port.
- (d) Vessel has a Drug and Alcohol Policy, which meets or exceeds the U.S. Coast Guard's rules and regulations governing drugs and alcohol related testing or the Oil Companies International Marine Forum ("OCIMF") Guidelines.
- (e) Vessel is in full compliance with all laws, rules and regulations pertaining to handling of hazardous materials.
- (f) Vessel has a fully operational closed loading and vapor recovery system that shall be in good working order and condition and approved by the US Coast Guard.

14. Non-Compliance with Terminal Regulations.

14.1 Any Vessel not in compliance with the Terminal's rules, regulations, requirements, restrictions and procedures ("Terminal Regulations") may not be permitted to dock or may be asked to vacate the Berth. Any resulting costs and/or delays shall be for the Vessel Account.

14.2 Failure of a Vessel's cargo operations, safety or environmental systems after initial acceptance by the Terminal may be cause to immediately reject the Vessel, including notification to vacate the Berth until suitable repairs are made to return the equipment or systems to good working order. The Vessel must be re-accepted by the Terminal prior to the start or the resumption of discharge or loading.

14.3 Expenses incurred in effecting repairs shall be for the Vessel Account and delays resulting from failure to comply with Terminal Regulations, vacating the Berth or repairs shall not count as used laytime or as time on demurrage.

15. Insurance.

15.1 This provision shall be applicable to the parties and shall not affect any liability of the Vessel to third parties, including but not limited to, governmental authorities.

15.2 *Tankers and Ocean Going Barges.* Ocean tankers and ocean going barges shall have the following types and respective limits of insurance coverage:

- (a) Collision liability insurance with limits equal to or greater than the full market value of the Vessel;
- (b) Protection and Indemnity Insurance ("P&I Insurance") through a P&I Club which is a member of the International Group of P&I Clubs with scope and limits no less than are available under the rules of P&I Clubs entered into among the International Group of P&I Clubs, but in no event with limits for (i) liability for cargo loss/damage less than full value of the cargo and (ii) pollution liability less than US One Billion Dollars (\$1,000,000,000); and
- (c) Excess Pollution Liability Insurance ("Excess Insurance") with limits no less than \$5,000,000 per occurrence.

15.3 *Inland Barges.* Inland Barges shall have oil pollution insurance coverage in the amount of US Two Hundred Million Dollars (\$200,000,000) through a P&I Club which is a member of the International Group of P&I Clubs.

15.4 The cost of the insurance required in this Article 15 (including all deductibles thereunder) shall be borne by the Vessel owner and shall be at no additional cost to the Terminal Party.

16. Hoses. Hoses for loading shall be furnished by the Terminal or, at the election of the Terminal; the Vessel may furnish the hoses. Crossover hoses between Inland Barges shall be furnished and connected by the Inland Barges at the barges' risk and expense. Hoses shall be connected and disconnected in accordance with the Terminal Regulations. Flanges for hose connections should be at or near the Vessel's dockside rail.

17. Inert Gas System. Any Vessel with an Inert Gas System (IGS), regardless of products aboard or to be loaded, will not be permitted to berth and conduct loading unless the IGS is fully

operational. Any delays as a result of the Vessel failing to comply with this Section shall not count as used laytime or as time on demurrage.

18. Pollution Prevention and Responsibility. In the event of an escape or discharge of product from the Vessel which causes or threatens to cause pollution or damage, the Vessel and Vessel owner will promptly take whatever measures are necessary to prevent, stop and/or mitigate such damage and remove the threat to the local ecology, clean-up and remove the pollution and/or pollution damage. The Vessel may authorize the Terminal, or its nominee, to undertake, at the Terminal's option, such measures as are reasonably necessary to prevent, stop or mitigate the pollution, the pollution damage, remove the threat or to clean-up and remove the pollution and/or pollution damage. The Terminal, or its nominee, shall keep the Vessel advised of the nature and results of such measures taken, and if time permits, the nature of the measures intended to be taken. Any of the afore-mentioned measures shall be for the Vessel Account, provided if the Terminal caused or contributed to such escape or discharge, the expense of the afore-mentioned measures shall be borne by the Terminal in proportion to its negligence in causing or contributing to the escape or discharge. If the Vessel reasonably considers said measures should be discontinued, the Vessel shall so notify the Terminal, or its nominee, and thereafter the Terminal, or its nominee, shall have no right to continue said measures at the Vessel's authority or expense unless directed to do so by a government agency. These provisions shall be applicable only between the parties hereto and shall not affect any liability of the Vessel to third parties, including but not limited to, governmental authorities.

19. Law and Venue. These Marine Provisions shall be governed and construed in accordance with the laws of the United States of America, or if applicable, the State of Texas. **Each party consents to the jurisdiction and venue of the federal or state courts located in Houston, Harris County, Texas.**