

Total Petrochemicals
General Terms and Conditions
for
Sale / Purchase
of
Chemicals
and
Liquefied Chemical Gases

APRIL 2011

TOTAL PETROCHEMICALS GENERAL TERMS AND CONDITIONS
FOR SALE / PURCHASE OF CHEMICALS AND LIQUEFIED CHEMICAL GASES

APRIL 2011

SECTION 1 :	DEFINITIONS	3
SECTION 2 :	QUALITY	4
SECTION 3 :	QUANTITY	5
SECTION 4 :	NOMINATION	6
SECTION 5 :	LAYTIME	7
SECTION 6 :	DEMURRAGE	8
SECTION 7 :	PRECURSOR FOR DRUGS	9
SECTION 8 :	INVOICE / PAYMENT / LETTER OF INDEMNITY /TRANSFER OF RISK AND PROPERTY	9
SECTION 9 :	TAXATION	11
SECTION 10 :	LIABILITIES	11
SECTION 11 :	FORCE MAJEURE	11
SECTION 12 :	TERMINATION, SUSPENSION	12
SECTION 13 :	HEALTH AND SAFETY	13
SECTION 14 :	REACH	14
SECTION 15 :	ASSIGNMENT	14
SECTION 16 :	NOTICES	14
SECTION 17 :	WAIVERS	14
SECTION 18 :	APPLICABLE LAW, ARBITRATION	15
SECTION 19 :	INTERPRETATION	15
SECTION 20 :	ETHIC AND BUSINESS PRINCIPLES	15
SECTION 21 :	GENERAL	16

APPENDIX 1: STAND-BY LETTER OF CREDIT WORDING TO BE USED WHEN APPLICABLE

APPENDIX 2: LETTER OF INDEMNITY WORDING TO BE USED WHEN APPLICABLE

APPENDIX 3 : DOCUMENTARY INSTRUCTIONS

ADDENDUM N°1 AMENDMENTS TO APPLICABLE INCOTERMS 2010

SECTION 1 : DEFINITIONS

The following terms shall have the following meanings, unless the context otherwise requires:

- Affiliate :** means any company which is a Subsidiary of any party to this Agreement or a company of which such party is a Subsidiary or a company which is another Subsidiary of a company of which such party is a Subsidiary.
- Agreement :** means: - A Specific Terms;
- B General Terms and Conditions including any Appendix and Addendum N°1;
- C Any other agreed forms in writing by both parties.
- ASTM :** means American Society for Testing Materials.
- Banking Day :** means a day upon which major banks are open for banking business in the place(s) where payment is required to be made or received hereunder.
- Bill of Lading :** means the document of title which evidences a contract of carriage and the loading of the Product by the Shipper and against which the carrier undertakes to deliver the Product at destination.
- Buyer :** means the legal entity of the buyer of the Product as specified in the Specific Terms.
- Day :** means a calendar day.
- Delivery :** means the time when the Product has been placed or procured to place the Product at the disposal of the Buyer at the time and place agreed upon. "Delivery" includes "procure to be delivered" and the term "delivery" shall be construed accordingly, and "deliverable and "delivered" shall be similarly construed.
- Discharge Date Range:** means the calendar day or range of calendar days made when the vessel or barge is expected to discharge as specified in the Specific Terms.
- Discharge Terminal:** means the place in a safe port or ports and/or the receiving facilities at which the Product is discharged or is to be discharged/delivered.
- ETA :** means Estimated Time of Arrival.
- GTC :** means the General Terms and Conditions for sale and purchase of chemicals and liquefied chemical gases issued by Total Petrochemicals (April 2011).
- Incoterms 2010 :** means the International Commercial Terms 2010 as issued by the International Chamber of Commerce. If case of inconsistency between said Incoterms and the Agreement, the Agreement shall prevail.
- ISPS Code :** means International Ship and Port Facility Code in accordance with chapter XI-2 of SOLAS (ISPS Code), and latest amendments.
- Loading Date(s) Range:** means the calendar day or range of calendar days when the vessel or barge is expected to load as specified in the Specific Terms or if known, the issuance date of the transport document, if any.
- Loading Terminal :** means the place in a safe port or ports and/or loading facilities at which the Product is loaded or is to be loaded/delivered.
- Metric Ton or MT :** means a quantity equivalent to a weight of 1,000 kilograms in vacuo or air as agreed in the Specific Terms.

Month :	means a calendar month.
MSDS :	means the Material Safety Data Sheet containing the information which is in compliance with the applicable laws and regulations of the country in which the Loading Terminal is located.
N.O.R. :	means the valid Notice of Readiness that the vessel is in all respects ready to load or discharge cargo, as the case may be, as given by the master of the vessel to the Seller (or its representative) at the Loading Terminal or to the Buyer (or its representative) at the Discharge Terminal respectively.
Product :	means the product as specified in the Specific Terms.
REACH :	means Regulation (EC) n°1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Regulation, Evaluation, Authorisation and Restriction of Chemicals substances (REACH), and latest amendments.
Seller :	means the legal entity of the seller of the Product as specified in the Specific Terms.
Shipment :	means any specific quantity of Product delivered or to be delivered under the Agreement as one full or part of cargo lot.
SOLAS :	means the International Convention for the Safety of Life at Sea 1974 (as amended).
Specific Terms :	means the specific terms relating to any particular sale or purchase.
Subsidiary :	has the meaning ascribed to it by section 736 of the Companies Act 1985.
Working Day :	means a calendar day, where the day in question shall be a day when Total Petrochemical's office is open for business.

SECTION 2 : QUALITY

- 2.1** The specifications agreed in the Specific Terms together with this Section and Addendum 1 constitute the whole of Seller's obligations with respect to the quality of the Product to be supplied. Any other condition, guarantee or warranty, (express or implied) with respect to the quality, description, merchantability, suitability or fitness of the Product for any particular purpose or otherwise is hereby excluded.
- 2.2** The quality of the Product supplied shall, except to the extent otherwise expressly agreed in the Specific Terms, be the guaranteed specification of Product available from the Seller or Seller's supplier at the time of loading of the Product at Seller's or Seller's supplier's facilities.
- 2.3** In case of delivery into vessels or barges, the quality of the Product shall be determined by the analysis performed by an independent surveyor on samples drawn from the shore tank(s) prior to loading or from an in-line sampler drawn before loading according to the procedures in force at the Seller's or the Seller's supplier loading facilities. This analysis shall be carried out in accordance with the methods agreed in the Specific Terms and its findings shall, save in case of fraud or manifest error, be conclusive and binding upon the parties. The costs of such quality test shall be borne equally by the parties. The independent surveyor shall issue the quality certificate upon completion of loading.
- 2.4** In case of delivery into rail tank-cars or tank lorries, the quality shall be determined by Seller or Seller's supplier representative on samples drawn from the shore tank(s) prior to loading or from an in-line sampler drawn before loading according to the procedures in force at the Seller's or the Seller's supplier loading facilities. The results of such analysis shall, save in case of fraud or manifest error, be conclusive and binding upon the parties. The costs of such quality test shall be borne by the Seller. The Seller or Seller's supplier representative shall issue the quality certificate upon completion of loading.

- 2.5** A) In case of delivery of liquefied and/or compressed gas into pipeline, the quality shall be determined by Seller or Seller's suppliers according to the relevant quality procedure of the production site or of the pipeline network. The results of such analysis shall, save in case of fraud or manifest error, be conclusive and binding upon the parties. The costs of such quality test shall be borne by the Seller.
- B) In case of delivery of other liquid product into pipeline, the quality shall be determined by Seller or Seller's supplier on samples drawn from the shore tank(s) prior to loading or from an in-line sampler drawn during the transfer of Product. The results of such analysis shall, save in case of fraud or manifest error, be conclusive and binding upon the parties. The costs of such quality test shall be borne by the Seller. The Seller or Seller's supplier representative shall issue the quality certificate upon completion of delivery.
- 2.6** In case of an "in tank transfer" the quality shall be determined by Seller or Seller's supplier representative on samples drawn from the shore tank(s) prior to the transfer. The results of such analysis shall, save in case of fraud or manifest error, be conclusive and binding upon the parties. The costs of such quality test shall be borne by the Seller. The Seller or Seller's supplier representative shall issue the quality certificate.
- 2.7** In case of delivery under DAP, DDP and DAT, the quality determination shall be the one described under Addendum n°1 to the GTC for each respective Incoterms rule.
- 2.8** Only if dispute over quality arises out of fraud or manifest error, shall Buyer be entitled to request in writing within ten (10) Days after completion of discharge / delivery, that the official loading samples taken in load port, if analytically acceptable, be referred for quality testing to a mutually agreed independent laboratory of international repute, provided always that the written request shall include the reason why the Buyer wishes to have the Product so tested. The said quality tests shall be conducted in accordance with the method agreed in the Specific Terms, unless otherwise expressly agreed between the Seller and the Buyer, and shall be conclusive and binding upon the parties save in case of fraud or manifest error. The costs of any such quality test shall be borne equally by the parties. If such a written request has not been received by the Seller ten (10) Days after the completion of discharge / delivery, all claims by the Buyer regarding quality of the Product shall be deemed to have been waived by the Buyer.

SECTION 3: QUANTITY

- 3.1** Unless otherwise expressly provided for in the Specific Terms, the Seller shall deliver the Product within maximum five per cent (5 %) more or less of the quantity (in Metric Tons) set out in the Specific Terms. However, when delivery is made into railcars, it shall always be within the maximum allowable quantity as mentioned on the specific railcar taking into account the track and destination of the railcar.
- 3.2** In case of delivery into vessels or barges, the quantity certificate of the Product loaded shall be issued by the independent surveyor. It shall be determined by shore tank(s) measurement or properly calibrated volume or mass meters, at the completion of loading before the vessel's / barge's departure unless the EDP (Early Departure Procedure) at the installation in question is being followed. Save in case of fraud or manifest error, the quantity mentioned on the certificate of quantity shall be conclusive and binding upon the parties. The costs related to the issuance of the certificate of quantity shall be borne equally by the parties.
- 3.3** In case of delivery into rail tank-cars or tank lorries, quantity certificate shall be issued by Seller or Seller's supplier representative. It shall be determined by shore tank(s) measurement or properly calibrated volume or mass meters or properly calibrated weighbridge. Save in case of fraud or manifest error, the quantity mentioned on the certificate of quantity shall be conclusive and binding upon the parties.
- 3.4** In case of delivery into pipeline, the quantity shall be determined by Seller or Seller's supplier on the relevant mass balances. These mass balances shall be based on properly calibrated volume or mass meters. Save in case of fraud or manifest error, the quantity determined by Seller or Seller's supplier shall be conclusive and binding upon the parties.

- 3.5** In case of an “in tank transfer”, the quantity certificate shall be issued by Seller or Seller’s supplier representative on the transaction date. Save in case of fraud or manifest error, the quantity mentioned on the certificate of quantity shall be conclusive and binding upon the parties.
- 3.6** In case of delivery under DAP, DDP and DAT, the quantity determination shall be the one described under Addendum n°1 to the GTC for each respective Incoterms rule.
- 3.7** Only if dispute over quantity arises out of fraud or manifest error and at the condition that Buyer notifies immediately Seller upon arrival of the vessel, barge, truck or railcar(s) at the place of destination (or in case of pipeline’s delivery upon receipt of monthly notification), shall Buyer be entitled to request the appointment of a mutually agreed independent surveyor, whose findings, unless otherwise expressly agreed between the Seller and the Buyer, shall be conclusive and binding upon the parties. If survey report shows a difference within 0.50 % tolerance, the quantities mentioned on the original quantity certificate will apply and in such case the Buyer undertakes to process Seller’s invoice. If Buyer does not comply with this provision, any claim regarding quantity shall be deemed to have been waived by the Buyer.

SECTION 4 : NOMINATION

Save expressly agreed otherwise in the Specific Terms, the vessel or barge or their substitution shall at all times be subject to the acceptance by Total Vetting Department.

Furthermore, nominations shall only be considered valid at the time when all contractual terms set forth herein are being met.

For the avoidance of doubt and at the condition precedent that the vessel or barge or their substitution has been accepted by Total Vetting Department, nomination for vessel/barge shall be deemed valid unless the receiving party notify the nominating party in writing no later than two (2) Working Days before the beginning of the Loading Date Range originally advised of its refusal on the basis that contractual conditions set forth herein have not been met.

Notwithstanding any prior acceptance of the vessel or the barge, the receiving party shall have the right (which right may be only exercised prior to the passing of risk and property hereunder) to reject the vessel or the barge (i) if the Loading or Discharge Terminal Operator, as the case may be, rejects the vessel or the barge on the basis of information not already disclosed at the time of the nomination, such rejection not being unreasonably withheld; or (ii) on any reasonable ground if the vessel or the barge is involved in any incident or more recent information regarding the vessel or the barge becomes available to the receiving party at any time after such prior acceptance.

4.1 Nomination procedure for vessels:

Save expressly agreed otherwise in writing, the party nominating the vessel to the other party shall make the nomination during office hours minimum five (5) Working Days prior to the first Day of the proposed Loading Date Range. Such nomination shall contain the following information:

- Confirmation number as per the Specific Terms;
- Name of Vessel;
- Quantity in MT (in Vacuo / air) and identification of Product requested to load;
- Q-88 or gas form C, as the case may be, duly completed;
- Compliance with ISPS Code requirements;
- Origin/Destination of Product, as the case may be;
- Loading Date Range;
- ETA of the vessel at Loading Terminal or at Discharge Terminal, as the case may be;
- Port agents full style and contacts;
- Details of any in transit cargo(es) on board;
- Last three cargoes;
- Presentation clause;
- Maritime conditions; voyage charter party form including Conoco Weather Clause + applicable demurrage rate;
- Letter of Credit, if required.

If for whatever reason the vessel is substituted by owners, the procedure set out here-above shall be repeated in full before the nomination can be considered as valid.

For the avoidance of doubt, in case of substitution of vessel, the nominating party shall nominate a substitute vessel with equivalent characteristics as the original nominated vessel.

In addition, the nominating party shall cause the shipowner to comply with any laws or regulations applicable at the Loading and Discharge Terminal.

4.2 Nomination procedure for barges:

Save expressly agreed otherwise in writing, the party nominating the barge to the other party shall make the nomination during office hour minimum three (3) Working Days prior to the first Day of the proposed Loading Date Range. Such nomination shall contain the following information:

- Confirmation number as per the Specific Terms,
- Quantity in MT (in Vacuo /air) of identification of Product requested to load,
- Name of barge,
- Euro Number of barge, when applicable,
- Origin/Destination of Product, as the case may be,
- Loading Date Range,
- ETA of barge at Loading Terminal or at Discharge Terminal, as the case may be,
- Details of any in transit cargo(es) on board,
- Last three cargoes,
- Presentation clause,
- Chartering terms and conditions + allowed laytime and applicable demurrage rate,
- Letter of Credit, if required.

If for whatever reason, the barge is substituted by owners, the procedure set out here-above shall be repeated in full before nomination can be considered as valid.
“TBN” barge nomination will not be accepted.

For the avoidance of doubt, in case of substitution of barge, the nominating party shall nominate a substitute barge with equivalent characteristics as the original nominated barge.

In addition, the nominating party shall cause the bargeowner to comply with any laws or regulations applicable at the Loading and Discharge Terminal.

SECTION 5 : LAYTIME

5.1 Laytime for vessels:

Together with aforementioned nomination procedure, all charterers protective clauses, not limited to the Conoco Weather Clause, under the valid charter party shall be deemed incorporated in the vessel nomination.

The provision “*berth reachable on her arrival*” shall not be applicable.

Laytime shall start:

- a) if a valid notice of readiness (NOR) is tendered within the Loading Date Range or Discharge Date Range (as the case may be) agreed in the vessel’s nomination,
 - a. six hours after such notice has been received; or
 - b. upon all fast alongside loading or discharge berth (as the case may be), whatever comes first;
- b) if a valid notice of readiness (NOR) is tendered before the Loading Date Range or Discharge Date Range (as the case may be) agreed in the vessel’s nomination,
 - a. at 06:00 AM local time on the first Day of the agreed Loading Date Range or the Discharge Date Range (as the case may be); or

- b. upon commencement of Loading Date Range or Discharge Date Range (as the case may be) the Product whatever comes first;
- c) if a valid notice of readiness (NOR) is tendered after the Loading Date Range or Discharge Date Range (as the case may be) agreed in the vessel's nomination, upon commencement of loading or discharging the Product.

If part cargo of the vessel is nominated / loaded, the applicable demurrage rate shall be on a pro rata basis on vessel Summer DWT versus the loaded quantity of the Product.

Laytime shall end at the time the hoses are disconnected.

5.2 Laytime for barges:

Laytime shall start:

- a) at time of arrival of the barge on the Loading Date Range or Discharge Date Range (as the case may be) as agreed in the valid nomination;
- b) If barge arrives before the agreed Loading Date Range or Discharge Date Range (as the case may be) as agreed in the valid nomination, laytime will start 00:01 hour on the agreed Loading Date Range or upon commencement of loading or discharging (as the case may be) whichever is the earliest;
- c) If barge arrives after the agreed Loading Date Range or Discharge Date Range (as the case may be) as agreed in the valid nomination, laytime will start at commencement of loading or upon arrival of the barge at the Discharge Terminal.

Laytime shall end at the time the hoses are disconnected.

SECTION 6 : DEMURRAGE

6.1 Demurrage for vessel

Unless otherwise specifically provided elsewhere in this Agreement, any claim for demurrage must be received by the other party in writing with full supporting documents as specified below within ninety (90) Days after completion of discharge, failing which claim shall be considered waived and time-barred.

Required supporting documents for vessels are:

- Demurrage invoice and time-computation;
- Signed notice of readiness;
- Port agents' statement of facts signed by Master and Supplying or Receiving Terminal, as the case may be;
- All letters of protest, if any;
- Agreed and accepted Vessel nomination;
- Evidence of ETA notices;
- Copy of Charter Party or full fixing recap including all rider clauses.

Any disagreement pertaining to a demurrage claim, shall be communicated not later than thirty (30) Days after the date of sending of the demurrage claim duly accompanied by all required supporting documents, failing which the demurrage claim shall be considered accepted and the receiving party shall be deemed to have waived its rights to contest the amount claimed.

6.2 Demurrage for barges

Unless otherwise specifically provided elsewhere in this Agreement, any claim for demurrage must be received by the other party in writing with full supporting documents as specified below within thirty (30) Days after completion of discharge, failing which claim shall be considered waived and time-barred.

Required supporting documents for barges are:

- Demurrage invoice and time-computation,
- All letters of protest, if any,
- Supplying or Receiving Terminal time statement, as the case may be,

- Agreed and accepted barge nomination.

Any disagreement pertaining to a demurrage claim, shall be communicated not later than thirty (30) Days after the date of sending of the demurrage claim duly accompanied by all required supporting documents, failing which the demurrage claim shall be considered accepted and the receiving party shall be deemed to have waived its rights to contest the amount claimed.

SECTION 7 : PRECURSOR FOR DRUGS

Some Products sold hereunder are considered as “precursor goods for drugs” as further defined and regulated by EC legislations. In such case, Buyer undertakes to supply to the Seller import license at country of destination. If Buyer is unable to provide such licence, Seller shall be entitled to cancel the transaction without any liability towards the Buyer.

SECTION 8 : INVOICE / PAYMENT / LETTER OF INDEMNITY /TRANSFER OF RISK AND PROPERTY

- 8.1** Commercial invoice related to the Product shall be based on the relevant quantity certificate.
- 8.2** The price of the Product, the currency of payment and the due date of payment shall be as specified in the Specific Terms.
- Save expressly agreed otherwise in the Specific Terms, payment shall be made in full in United States Dollars without any deduction, withholding, set off or counterclaim of any amount, upon production of Seller's invoice, or, if not available, upon production of the invoice by E-mail, which shall be based on the quantities determined in accordance with Section 3. The Buyer shall arrange for net payment to be made into the Seller's designated bank account, by telegraphic transfer with value date at the latest thirty (30) Days after B/L date (or in the absence of B/L, thirty (30) Days after Shipment date), provided that in case of unavailability of the required documents at the time of payment, the Seller's Letter of Indemnity in the form set out in Appendix 2 shall be used in lieu of such missing documents to secure Buyer's payment.
- 8.3** Payment falling due on a Sunday or on any Monday which is a non Banking Day shall be made on the first Banking Day following that day. Payments falling due on a Saturday or any other non Banking Day shall be made on the last Banking Day prior such day.
- 8.4** Without prejudice to any other rights or remedies the Seller may have under this Agreement, and without any formal or informal notice of default being required, the Buyer shall pay on demand interest on any amount not received by the Seller on the due date from the due date up to and including the date of actual payment. Interest for late payment shall be paid at the rate of seven percent (7%) per annum above the official interest rate for six Months applied by the European Central Bank in EURO (or any equivalent fixing in another currency) to its main refinancing operations. Such interest will be invoiced separately by the Seller.
- 8.5** Notwithstanding that any sum is in dispute, payment shall be promptly made in full without discount or deduction until resolution of the dispute in question. If it is subsequently agreed or determined that if the dispute arose out of an error on the Seller's part then the Seller shall repay the sum unduly received and pay interest thereon calculated in accordance with clause 8.4.
- 8.6** All expenses incurred by the Seller, including but not limited to reasonable legal fees, court costs and collection agency fees, caused by delayed payment or non-payment by the Buyer of the total price including the provision of any Stand-by and /or Documentary Letter of Credit required hereunder for each Shipment of Product shall be for the account of the Buyer and payable on demand upon production of supporting documents.
- 8.7** Save expressly agreed otherwise in the Specific Terms, the Buyer shall provide upon Seller's request an irrevocable and unconditional Stand-by or Documentary Letter of Credit to the benefit of the Seller substantially in the form of the document in Appendix 1 for the Stand-by Letter of Credit or in the form

prescribed by the bank of Seller for the Documentary Letter of Credit. This Stand-by or Documentary Letter of Credit shall be issued by a first-class bank acceptable to the Seller in accordance with the form set out in Appendix 1 for the Stand-by Letter of Credit or in the form prescribed by the bank of Seller for the Documentary Letter of Credit. The Stand-by or Documentary Letter of Credit is to be received before 04 PM Seller's office local time prior to nomination (as per Section 4) at such office or if the cargo is already loaded as soon as possible but in any case no later than forty-eight (48) hours before arrival, failing which Seller shall be entitled to cancel the Agreement at Buyer's cost and expenses. If applicable and notwithstanding section 5.1, laytime shall only commence after Seller's acceptance of said Stand-by or Documentary Letter of Credit. Such Letter of Credit shall remain valid until at least fifteen (15) Days after the latest possible payment due date, taking into account any extension of the agreed Loading Date Range or Discharge Date Range, as the case may be. If for any reason the loading or discharge, as the case may be, of the vessel or the barge will not take place within the period for such loading or discharge referred to in the Letter of Credit, Buyer shall either obtain extension of such period for loading or discharge or provide a new Letter of Credit in terms acceptable to Seller.

- 8.7.1 The Stand-by or Documentary Letter of Credit shall cover the value of the Product at the contract price plus ten (10) percent. If contract price is based on a formula, the guaranteed amount shall be adjusted to the final Product price.
- 8.7.2 The Seller reserves the right to delay loading or discharge of the vessel or the barge until such Stand-by or Documentary Letter of Credit has been received and accepted by the Seller and any costs arising from that delay, including but not limited to consequential extra laytime and or demurrage, shall be for Buyer's account.
- 8.7.3 All fees, commissions, costs and or expenses incurred related to the issuance of such Letter of Credit shall be borne by the Buyer.
- 8.7.4 No term of the Letter of Credit (nor any agreed amendment thereto) shall be amended, altered, added to or in any way affect the terms of the Agreement unless Seller and Buyer expressly agreed in writing to amend the Agreement accordingly.
- 8.8** If payment by means of an irrevocable Letter of Credit is not already provided for in the Specific Terms, the Seller shall have the right, on giving the Buyer notice of not less than two (2) Working Days to that effect, to require that payment be made:
- by means of an irrevocable Documentary letter of credit; or
 - by the method prescribed in the Specific Terms together with a Stand-by letter of credit at the Seller's option.
- 8.9** The Buyer's obligation to pay shall survive the term of this Agreement and shall not be deemed fulfilled until the price of the Product has been credited in full into the Seller's bank account.
- 8.10** Failure by the Buyer to make payment in full for each delivery by the due date or failure to provide financial security in accordance with the provisions of this Section 8 shall give the Seller, without prejudice to any other legal remedies the Seller may have and without any liability whatsoever for any cost, loss or damage (including liabilities to third parties) incurred by the Buyer, the right to terminate forthwith this Agreement and/or any other agreement with the Buyer, or to suspend until full payment, deliveries under this Agreement and/or any other agreement with the Buyer.
- The Seller may exercise this right whether or not nominations have been accepted and, if the Seller exercises this right, the Seller shall be entitled to dispose freely of any remaining quantity of the Product and, notwithstanding section 8, the Buyer shall be liable to indemnify the Seller for demurrage and any other costs, losses and damages incurred by the Seller as a result thereof.
- 8.11** Notwithstanding any right of Seller to retain the shipping documents until payment, risk and property in the Product and all liabilities with respect thereto shall pass to Buyer at the time of the transfer of risk and property defined under article 5 of each incoterm rule of Addendum N°1 to the GTC.

SECTION 9 : TAXATION

In the event that any excise duty, energy tax, VAT or other tax ("Tax") becomes payable by Seller to a third party in relation to the supply, release from a tax exempt warehouse or transport of the Product, Buyer shall pay such Tax to Seller in addition to the contract price. Where possible and on request of Buyer, Seller will apply an exemption or a reduction of Tax rate or a suspension scheme as provided for under the applicable legislation. Buyer undertakes in such case to make available to the Seller all documents and information reasonably requested by Seller in accordance with the applicable legislation. If any supplementary tax or any other tax claim becomes due because Buyer has not timely provided Seller with such documents or information, or because of any fraud, loss or misappropriation in relation to the Product, documents or information, Buyer shall indemnify Seller against all liabilities in relation to such Tax which Seller shall be reasonably required to pay to a third party, including any interest, penalties and costs if any. If Seller is subsequently able to obtain a reimbursement of such Tax from a third party, Seller undertakes to refund to the Buyer the amount so reimbursed less all reasonable costs, penalties and interest incurred by Seller. The parties undertake to cooperate with each so that remedial action can be taken in due time taking into account the interest of the other party in any dealings with national fiscal/customs authorities to resolve disputes.

SECTION 10 : LIABILITIES

Except as expressly provided for in the Agreement, neither party shall in any event, including but not limited to, any negligent act or omission on its part, be liable to the other in contract, tort, breach of statutory duty or otherwise, in respect of any consequential, indirect or special losses expenses or damages of any kind howsoever, including (without limitation) any loss of profit or anticipated profit, use, goodwill, business receipts, contracts or commercial opportunities, market reputation, or loss resulting from shut-down of any plant of either party, whether or not foreseeable, arising out of or in any way connected with the conclusion, the performance, the failure to perform or the termination of the Agreement. In addition, Seller shall in no circumstances be liable for more than the difference between the market price and the contract price with respect to the relevant quantity of Product limited in all cases to the contract price applicable to such relevant quantity of Product, increased by the maximum of the total freight value for which a claim is filed.

Buyer agrees to indemnify, defend and hold Seller and its Affiliates harmless from liability for any and all demands or claims arising from injuries sustained or damages suffered following the passage of property and risk in the Product.

SECTION 11 : FORCE MAJEURE

11.1 Seller and Buyer shall be released from any claim to the extent that they are unable to perform any obligation under the Agreement (other than the payment of money) due to force majeure.

11.2 For the purposes of this Agreement "force majeure" shall comprise any events or circumstances beyond the reasonable control of a party which prevent or impede the due performance of this Agreement and which by the exercise of all reasonable diligence such party is unable to prevent, including but not limited to acts of war, sabotage, act of piracy, terrorism, riots, rebellion or civil commotion, floods, earthquakes, lightning or other natural physical disaster, explosion, fire, expropriation, nationalisation, requisition or other interference by any governmental authority, compliance with any statute, order, bye-law or other rule or regulation having the force of law, accident of navigation, strikes, lockouts, breakdown of or accident or injury in or about the plant of Seller or Buyer, machinery, facilities or vessels and failure or interference with the manufacturing, receiving, handling or delivery of feedstock of Product as well as the inability to obtain or the curtailment of electric power, water, or fuel. The mere shortage of labour, materials, equipment or supplies shall not constitute force majeure unless caused by events or circumstances which are themselves force majeure. For the avoidance of doubt, force majeure affecting the Seller's plant or Seller supplier's plant producing the Product shall be deemed to affect Seller.

11.3 If either party is prevented or delayed from or in performing any of its obligations under this Agreement by force majeure it shall promptly give written notice to that effect to the other party, stating the particulars of such force majeure and of the obligations thereby affected. A party so affected by force majeure shall use every reasonable effort to minimise the effects of force majeure upon the performance

of this Agreement and shall promptly resume performance as soon as reasonably possible after removal of the circumstances of force majeure.

- 11.4** If any force majeure event occurs, then, at any time thereafter and for so long as the effect of that event continues, Seller shall be entitled to withhold, suspend, reduce or cancel delivery hereunder to such extent as Seller shall in its absolute discretion determine. However to the extent that part of the Product remain available from the Seller's producing plant affected by the force majeure, Seller will endeavour to apportion available Product among itself and its purchasers on a reasonable and equitable basis, without incurring any liability for failure to perform under the Agreement. Notwithstanding anything to the contrary, under no circumstances shall Seller be required to purchase or acquire product to replace all or part of the Product supplies disrupted by a force majeure event.
- 11.5** Any additional quantity of Product deliverable hereunder that would, but for any withholding, reduction suspension or cancellation pursuant to the foregoing provisions, have been delivered during the period thereof shall cease to be deliverable under this Agreement.
- 11.6** If the event giving rise to the force majeure continues beyond a period of seven (7) Days, the parties shall meet and make their best endeavours to find suitable measures according to the circumstances. Notwithstanding anything to the contrary, if the force majeure continues for a period of more than fifteen (15) Days, either party shall be entitled to terminate the affected transaction by giving written notice to the other party without any liability save that such termination shall be without prejudice to any other accrued rights and (if applicable) to any other deliveries or transactions.
- 11.7** No withholding, reduction suspension or cancellation of delivery by Seller shall operate to extend the duration of the Agreement.

SECTION 12 : TERMINATION, SUSPENSION

- 12.1** Notwithstanding anything elsewhere in the Agreement to the contrary, Seller (without prejudice to any rights or remedies available to Seller) shall have the right, without being liable for any indemnity to Buyer, to suspend deliveries hereunder or to terminate the Agreement immediately upon written notice to Buyer in the event that:
- (a) Buyer does not perform any material provision of the Agreement included but not limited to:
 - (i) the failure by Buyer to pay any amounts owing in full when due;
 - (ii) the failure by Buyer to take receipt, during a period or at an agreed date, of any quantity of Product as provided for in the Agreement; or
 - (b) Buyer or any Affiliate of Buyer is generally not paying its debts as they become due, files or consents by answer or otherwise to the filing against it of any petition or case seeking relief under any bankruptcy, liquidation, insolvency or similar law (collectively "Insolvency Laws"), becomes bankrupt or insolvent, has any petition or proceedings under Insolvency Laws commenced against it which is not dismissed within thirty (30) Days after the commencement thereof, makes a general assignment for the benefit of its creditors, applies for or consents to the appointment of a custodian, receiver, trustee, conservator or other officer(s) with similar powers over it or over any substantial part of its property ; or
 - (c) Buyer is merged with or becomes the Subsidiary of a third party other than its existing parent company or ultimate parent company (if any) or Buyer sells, leases or otherwise disposes of all or any substantial portion of its assets, or there is a change of control of Buyer (where "change in control" means the acquisition (in aggregate) by any individual or entity of beneficial ownership of ten percent (10%) or more of the outstanding voting shares of Buyer (or the equivalent thereof if Buyer is a non-corporate entity)).

Buyer shall immediately provide written notice to Seller of the occurrence or expected occurrence of any of such events as per sub-section 12.1 (b) and (c). If Seller exercises its right to terminate the

Agreement, Buyer shall immediately pay any amount (whether or not then due) owing under the Agreement.

12.2 If Buyer does not pay any amounts owing in full when due under the Agreement, or if any events described in sub-section 12.1 (b) occur in respect of Buyer, then notwithstanding any other provision to the contrary including any provision of Section 15 hereinafter, Seller shall be free to assign to any third party any and all of Seller's rights under the Agreement, whether present or future, actual or contingent, including, without limitation:

- (a) any and all rights to require the due and punctual observance, discharge and performance by Buyer of all its obligations and liabilities under the Agreement;
- (b) all rights to moneys received or receivable by Seller from Buyer under the Agreement, whether as a payment, compensation, damages or an indemnity;
- (c) the right to claim for any sums payable or which become payable under the Agreement.

12.3 Notwithstanding anything elsewhere in the Agreement or in any other agreement to the contrary, without limiting any other rights that may be available to Seller, if any events described in sub-section 12.1(b) above occur in respect of Buyer or if Buyer fails to comply with any request made under Section 8.7 above within the time prescribed by Seller or by the Agreement; then in any such event (a "Default") Seller shall have the right, exercisable in its sole discretion and at any time, to set off any or all amounts which Buyer owes to it (whether under the Agreement or otherwise and whether or not then due) against any or all amounts which Seller or any Affiliate of Seller owes to Buyer (whether under the Agreement or otherwise and whether or not then due), provided that any amount not then due which is included in such set-off shall be discounted to present value as at the time of set-off (to take account of the period between the date of set-off and the date on which such amount would have otherwise been due). For this purpose, any amounts may be converted by Seller into the currency in which the other is denominated at the rate of exchange at which Seller would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency. If an obligation is unascertained, Seller may, in good faith, estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Seller's rights under this sub-section 12.3 are in addition to, and not in limitation or exclusion of, any other right which Seller may have (whether by agreement, operation of law, in equity or otherwise). Nothing in this sub-section 12.3 shall be effective to create a charge or other security interest.

SECTION 13 : HEALTH AND SAFETY

Health, safety and environmental information on Product sold by Seller shall be made available to Buyer at Buyer's request.

In case PetroFina S.A. or any of its Affiliates is the Seller said information is also available on www.totalpetrochemicals.com.

Buyer shall provide its employees, agents, contractors, customers and other persons to whom it supplies the Product delivered hereunder with either:

- a) a copy of a current Material Safety Data Sheet (MSDS) and any other information relating to health, safety and environmental data in connection with the Product delivered hereunder; or
- b) comparable information relating to health, safety and environmental data in connection with the Product delivered hereunder where the performance of the Agreement is outside the European Union.

Nothing herein shall relieve Buyer of its duties in relation to the safe and proper evaluation, storage, use, transport and disposal of the Product sold hereunder.

Upon loading, Seller shall provide the vessel or barge a copy of the Material Safety Data Sheet (MSDS) and any other relevant information relating to health, safety and environment related with the Product. Each party shall ensure that Product is loaded/unloaded according to such recommendation.

SECTION 14 : REACH

Seller represents and warrants that the requirements and obligations of Regulation No. 1907/2006 and any further amendments, of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter referred to as "REACH") are fulfilled to allow Buyer the legal import and placing on the market of the Product(s), including pre-registration and registration on due time of the Product(s) and/or the substances contained therein.

Seller undertakes to provide Buyer at Buyer's first request with the written confirmation and/or evidence that the Product(s) and/or substances contained therein meet the latest REACH requirements. Furthermore, Seller shall ensure that these REACH requirements are fulfilled throughout the entire term of this Agreement.

Seller undertakes to cooperate fully to allow Buyer to comply with any inspection and request made by the national authorities regarding the compliance with REACH. Such cooperation shall include, if necessary, the delivery of records and information, which are reasonably relevant and/or required to meet all REACH requirements and obligations.

Seller shall not be liable for any claims or any loss or damage if the Product is used for another use than those identified in Seller's safety data sheets and/or if the use advised by Buyer is declared unsafe or warned against by Seller and, or if the product safety data sheets, specifications and precautions in force at the date hereof or as amended by Seller from time to time are not observed.

Notwithstanding anything to the contrary, in case the Product(s) and/or substances contained therein sold by Seller do not comply with any of the REACH requirements, Buyer shall, without prejudice, have the right to terminate immediately the contract for the supply of these Product(s) that do not meet these REACH requirements, without paying any indemnity nor compensation to Seller.

Furthermore Seller's liability shall in all cases not exceed the difference between the market price and the contract price with respect to the relevant quantity of a non REACH compliant Product limited in all cases to the contract price applicable to such relevant quantity of Product, increased by the maximum of the total freight value for which a claim is filed. Neither party shall be liable for any other losses or damages, whether under warranty, contract or otherwise, direct or indirect, incidental or consequential arising out of said Regulations.

SECTION 15 : ASSIGNMENT

15.1 Either party may assign all or part of its rights and obligations under this Agreement to one or more of its Affiliates.

15.2 Subject to the provisions of 15.1, neither of the parties to this Agreement shall, without the previous consent in writing of the other party, assign this Agreement or any right or obligation hereunder to a third party. Notwithstanding any such consent, the assignor shall nevertheless remain responsible together with the assignee for the proper performance of this Agreement.

SECTION 16 : NOTICES

16.1 All notices to be given hereunder by either party to the other shall be considered valid if given in writing, sent by post, fax, E-mail or courier communications and delivered to the other party at its address or fax, E-mail numbers specified in the Specific Terms for such purpose unless otherwise specifically provided in this Agreement and shall, unless otherwise provided herein, be deemed to have been given on the Day on which such communication ought to have been delivered in due course of postal, telex or facsimile or courier communications.

16.2 Any alteration to the contacts or addresses specified in this Agreement shall be notified immediately in writing to the other party.

SECTION 17 : WAIVERS

No waiver or forbearance by either party, whether expressed or implied, in enforcing any of its rights hereunder shall prejudice its rights to do so in the future.

SECTION 18 : APPLICABLE LAW, ARBITRATION

- 18.1** The validity, construction and performance of this Agreement shall be governed by the laws of England but without reference to any conflict of law rules. Moreover, the parties hereto expressly agree that the application of the “United Nations Convention on Contracts for the International Sale of Goods” (Convention of Vienna 1980) is hereby excluded.
- 18.2** The parties shall attempt to resolve any and all disputes of whatsoever nature arising out of or in connection with this Agreement in good faith. If the parties are unable to resolve such dispute within fifteen (15) Days of initial discussions between the parties then the matter shall be referred to arbitration in London in accordance with the following procedures:
- 18.2.1 Where the dispute involves a claim not exceeding fifty thousand United States Dollars (US\$ 50,000) (excluding interest) it shall be referred to a sole Arbitrator, and the arbitration shall be conducted, in accordance with the London Maritime Arbitrators Association (“LMAA”) Small Claims Procedure.
- 18.2.2 Where the dispute involves a claim of between fifty thousand United States Dollars (US\$ 50,000) and United States Dollars two hundred and fifty thousand (US\$ 250,000) (excluding interest) it shall be referred to a sole Arbitrator, and the arbitration shall be conducted, in accordance with the LMAA FALCA (Fast And Low Cost Arbitration) Rules.
- 18.2.3 In any other case, the dispute shall be referred to three Arbitrators, one to be appointed by each of the parties and the third by the Arbitrators so chosen. Either party may commence arbitration by serving written notice upon the other, specifying the Arbitrator appointed by that party and a brief description of the dispute to be put to arbitration. If the other party does not within fourteen (14) Days of receipt of the said notice, appoint its own Arbitrator, then the first party shall have the right without further notice to appoint its Arbitrator to act as sole Arbitrator and his award shall be binding on both parties as if he had been appointed by consent.
- 18.3** All arbitration proceedings shall be conducted in the English language and in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force. The parties agree that the arbitration decision shall be final and binding.

SECTION 19 : INTERPRETATION

- 19.1** The Specific Terms and the General Terms and Conditions together form the entire agreement between the parties, and, save agreed otherwise in writing, no additional terms, conditions, representations or warranties shall be incorporated herein.
- 19.2** In case of conflict between the documents forming part of this Agreement, such documents shall prevail in the following order:
- a) Specific Terms;
 - b) Addendum N°1 to the General Terms and Conditions (as per applicable Incoterms, included by reference, defined in Specific Terms);
 - c) General Terms and Conditions including any Appendix;
 - d) Any other agreed forms in writing by both parties except if the agreed change relates to a), b) or c) in which case such change shall be deemed incorporated in a), b) or c) as applicable.

SECTION 20 : ETHIC AND BUSINESS PRINCIPLES

The Seller and the Buyer represent and warrant that they shall perform this Agreement in full compliance with the applicable laws and principles set out in their respective Code of Conduct (a copy of which is available on their respective website or on request). In the absence of such Code of Conduct for one of the party, the Agreement shall comply with the principles of the Code of Conduct of the other party.

SECTION 21 : GENERAL

- 21.1** Buyer shall be responsible for obtaining all consents, authorisations, approvals and assurances of whatsoever nature to give effect to the provisions of the Agreement.
- 21.2** Canal Closure Clause applicable to FCA plus freight, and C terms under sale/purchase.
- a) If at any time before loading is completed or the vessel sails from the loading port, it appears that the vessel would be delayed for not less than seven (7) Days by circumstances beyond owners' / Sellers' control in proceeding through any waterway, natural or artificial, including the Panama Canal and Suez Canal, which it was intended at the time this contract was made that the vessel should transit in the course of the voyage prescribed. The owners / Sellers may require Buyers to declare that the voyage shall be performed by such suitable alternative route as the Master of the vessel may select and that the sales price shall be increased proportionately to the freight of the consequent increase in the mileage of the voyage. If Buyers decline or fail to declare as aforesaid within twenty-four (24) hours of receiving the Sellers' notice, or if there is no alternative suitable route, the Sellers may thereupon cancel the contract and, if any cargo has been loaded, thereupon discharge the same at the Buyers expense.
- b) If delay as aforesaid become apparent after the vessel leaves the port of loading, The owners / Sellers may require the Buyers to make the declaration described in a) above and if the Buyers decline or fail to declare aforesaid within twenty-four (24) hours of receiving the Sellers' notice, or if there is no alternative suitable route, The owners / Sellers may instruct the Master of the vessel to discharge the cargo at the nearest safe reachable port and such discharge shall be deemed due fulfilment of this contract. Say that if the mileage of the voyage is thereby decreased the sales price equal to the extra freight which shall be decreased proportionately, all provisions regarding freight, discharge of the cargo, laytime and demurrage if any as agreed for the original discharge under the contract shall apply to discharge at the substituted port.
- 21.3** Neither Buyer nor Seller shall be required, as a result of the Agreement, to participate in or cooperate with any boycott or to take any related action which would violate the provisions of any applicable law or result in penalties of any kind under such law.
- 21.4** Buyer represents and warrants that as of the date of the Agreement, there is no prohibition on purchasing and/or importing the Product pursuant to the terms of the Agreement in the laws and regulations applicable to Buyer.
- 21.5** Each party consents to the monitoring or recording, at any time and from time to time, by the other party of any and all communications between officers or employees of the parties, waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording.
- 21.6** Nothing in the Agreement shall be considered or construed as conferring any right or benefit on a person not a party to the Agreement and the parties do not intend that any term of the Agreement should be enforceable by virtue of the Contracts (Rights of third Parties) Act 1999, by any person who is not a party to the Agreement.

**TOTAL PETROCHEMICALS GENERAL TERMS AND CONDITIONS
FOR SALE / PURCHASE OF CHEMICALS AND LIQUEFIED CHEMICAL GASES**

STAND-BY LETTER OF CREDIT WORDING TO BE USED WHEN APPLICABLE

Advising/Confirming bank: **to be advised by the Beneficiary**

IRREVOCABLE AND UNCONDITIONAL STAND-BY LETTER OF CREDIT N°

We, (full style of first class Issuing bank), open our irrevocable and unconditional Stand-by Letter of Credit n°

by order of : name and address of the Buyer

in favour of : name and address of the Beneficiary for the account of the Seller

for an amount of [Currency, figures and letters] maximum (being the fixed contract price* plus 10%),
for (description of the Product and of quantity, pro-forma invoice) valid until at the counters of
Advising/Confirming bank.

(* If contract price is based on a formula, the guaranteed amount shall be adjusted to the final Product price)

This Stand-by Letter of Credit shall be available with Advising/Confirming bank against presentation of the following documents :

- 1) Beneficiary's duly signed declaration that the original commercial invoice (Email invoice acceptable) indicating total gross weight has been remitted to :
..... (Buyer's name)
- 2) Beneficiary's duly signed declaration that Buyer has failed to pay five (5) Days after due date for the Product mentioned in the above-mentioned invoice and that funds drawn under this credit will be exclusively utilised to pay subject invoice.

Upon receipt by us (Issuing bank address) of the documents set out under points 1, 2 above, we shall pay you on demand strictly in accordance with the terms and conditions of the credit.

This Stand-by L/C shall become null and void upon payment of the subject invoice.

Unless otherwise expressly stated herein, this Stand-by L/C is subject to the ICC Uniform Customs and Practice for documentary credit 2007 revision (UCP 600) and latest amendments.

**TOTAL PETROCHEMICALS GENERAL TERMS AND CONDITIONS
FOR SALE / PURCHASE OF CHEMICALS AND LIQUEFIED CHEMICAL GASES**

LETTER OF INDEMNITY WORDING TO BE USED WHEN APPLICABLE

LETTER OF INDEMNITY

From: (Seller)

To: (consignee or Buyer of Shipment)

In consideration of your releasing full payment of the invoice price at the due date for payment for the cargo of ...Metric Tons of ... shipped on board the vesselwhich sailed from on.....loaded with such cargo when the full set (3/3) of Bills of Lading required by or pursuant to the Agreement had not been delivered to you at the time payment was due under our Agreement dated (the "Agreement") ; We hereby expressly represent and warrant to you that:

- a) at the moment of transfer of title to you, we had full title to such cargo and that we had full right and authority to transfer such title to such cargo to you ; and
- b) such title has been passed to you by us free of all liens, charges or encumbrances of whatever kind.

Having regard to the above situation and in consideration of your releasing full payment of aforementioned cargo to the account indicated by (*Name of the Seller*) in its invoice, we hereby undertake to hold you harmless and keep you indemnified against all claims which may be made upon you under said Bills of Lading including but not limited to claims and/or demands which may be made by a holder or transferee of the original Bills of Lading (or any one of the set of which it is a part) or by any other third party claiming an interest or lien in the cargo thereof and against all losses, costs (including reasonable costs as between attorney or solicitor and client), expenses, damages and any and all consequences, which you may suffer or be put to by reason of paying to the account indicated by (*Name of the Seller*) in its invoice the aforementioned cargo without having in hand the full set (3/3) of Bills of Lading required under above contract and/or of a breach of the warranties given above.

In consideration of the foregoing, we hereby undertake to use our best endeavours to obtain and to deliver only to you said (3/3) Bills of Lading as soon as possible.

This Letter of Indemnity, which shall become automatically null and void upon and with effect from presentation to you of said Bills of Lading, is to be construed in accordance with the laws of England but without reference to any conflict of law rules and is subject to the jurisdiction of the High Court of England in London.

Regards,

For and on behalf of (Seller)

(authorised signatures)

**TOTAL PETROCHEMICALS GENERAL TERMS AND CONDITIONS FOR SALE /
PURCHASE OF CHEMICALS AND LIQUEFIED CHEMICAL GASES**

**DOCUMENTARY INSTRUCTIONS
APPLICABLE TO TRANSPORT BY VESSEL OR BARGE**

	(1) TO BE ON BOARD		(2) TO BE SENT TO SELLER		(1) + (2)	
	OR(*)	CC(*)	OR(*)	CC(*)	OR(*)	CC(*)
B/L or transport document	/	2/5	3/3	3/5	3/3	5/5
Certificate of quantity	/	2	1	3	1	5
Certificate of quality	/	2	1	3	1	5
AAD certificate Certificate of Origin	1	1	/	4	1	5
Timesheet	/	2	1	3	1	5
Ullage report	/	2	1	3	1	5
Master receipt for Docs	/	2	1	3	1	5
Masters receipt for samples	/	2	1	3	1	5
Certificate of tank cleanliness to be issued by independent surveyors	/	2	1	3	1	5

Bill of Lading or transport document: each original and copies to be signed by master and to show vessel's stamp.

- B/L are to be numbered in the following way: 1/3 - 2/3 - 3/3, issued to order of the Buyer, and Product described as per nomination.
- On the B/L documents no additional clauses shall be added unless agreed in advance between parties. Every modification of the B/L has to be countersigned and dated by the master. Receiver needs, if applicable, an original AAD document to clear the importation.

If AAD original is not on board, please send it by special courier to Seller's address: Attention Operations – Documentation Department.

(*) OR = original

(*) CC = copy

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

EXW (ex Works) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

If following the transfer of risk and property, Buyer wishes to transfer or load the Product, it shall be entirely at Buyer's risk, costs and duty to arrange for proper transport acceptable to suppliers.

4. Delivery

Product will be delivered "in tank" and within the Loading Date Range or on the date agreed in the Specific Terms. If requested by the Buyer, Seller can assist Buyer in arranging loading operations. It is however to be noted that Seller is under no circumstances responsible for any means of transport arranged or contracted by the Buyer. In such case, Buyer will indemnify and hold Seller harmless against any risk and expense resulting from Seller's assistance on loading operations.

5. Transfer of risk and property

Delivery of the Product shall be deemed completed and risk and property in the Product and all liabilities with respect thereto shall pass from the Seller to the Buyer at 00:01 (local time) on the Loading Date Range as agreed in the Specific Terms on an "in tank transfer" or in case of loading onto a tank lorry, railcar, barge or seagoing vessel at commencement of loading operations. At that time the Seller's (or its supplier's) responsibility shall cease and the Buyer shall assume all risks of loss or damage caused by the Product so delivered and all losses, damage, deterioration, evaporation, spills or other risks of the Product so delivered.

6. Division of costs

Buyer will pay all costs related to the Product from the time the Product has been delivered at the place and time agreed as per the Specific Terms.

7. Notices As per Incoterms 2010

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

No Documentary Letter of Credit acceptable

9. Inspection As per Sections 2 and 3 of the GTC

10. Other obligations As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

FCA (Free Carrier) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance

The Buyer shall appoint the carrier. When applicable, he shall nominate the vessel or the barge and secure beforehand Seller's acceptance. When Petrofina SA or nominee is the Seller or the supplier of the Product, vessel and or barge must be accepted by Total Vetting Department.

However, at Buyer's request, Seller may at his own discretion arrange for the carrier. It is however agreed between parties that all costs and liabilities arising out of or resulting from such appointment shall be for Buyer's account.

4. Delivery

Product will be delivered at a safe place/point nominated by the Seller and if applicable in a safe port at an ISPS certified Port Facility and within Loading Date Range as agreed in the Specific Terms.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed and risk and property in the Product and all liabilities with respect thereto shall pass to the Buyer as from the moment when the Product passes the point at the place of loading as agreed in the Specific Terms. At that point the Seller's (or its supplier's) responsibility shall cease and the Buyer shall assume all risks of loss or damage caused by the Product so delivered and all losses, damage, deterioration, evaporation, spills or other risks of the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

Before the Buyer appoints the carrier, he shall nominate the vessel or barge and secure beforehand Sellers acceptance. When Petrofina SA or nominee is the Seller or the supplier of the Product, vessel and or barge must be accepted by Total's Vetting Department.

When applicable, the Buyer shall arrange for the vessel to notify the Seller or its representative at the Loading Terminal and, as the case may be, to the Seller's suppliers through the shipping agents at the loading port seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival.

Buyer shall communicate to the Seller its documentary instructions, together with the nomination procedure set out in Section 4 of the GTC. Documentary instructions for vessel or barge are detailed in Appendix 3.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

In case of a documentary letter of credit is opened by an acceptable bank to the Seller, Seller will deliver a full set of documents as required by the documentary letter of credit within twenty-one (21) Days after completion of loading.

Payment will be made at sight after acceptance of the documents. If documents are not acceptable by the Buyer or the issuing bank, Buyer undertakes to return all documents to the Seller within ten (10) Days from receipt of said documents. In such case and if requested by the Seller, Product will be stored, if possible, by the Buyer at Seller's risk and expense until corrective measures have been taken.

9. Inspection

As per Sections 2 and 3 of the GTC

10. Other obligations

As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

FAS (Free alongside Ship) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

4. Delivery

Product will be delivered in a safe port at a safe quay/place nominated by the Buyer at an ISPS certified Port Facility and within Loading Date Range as agreed in the Specific Terms.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed risk and property in the Product and all liabilities with respect thereto shall pass to the Buyer as from the moment when the containers are delivered at a safe quay nominated and arranged by the Buyer. At that point the Seller's (or its supplier's) responsibility shall cease and the Buyer shall assume all risks of loss or damage caused by the Product so delivered and all losses, damage, deterioration, evaporation, spills or other risks of the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

When applicable, the Buyer shall arrange for the vessel to notify the Seller or its representative at the Loading Terminal and, as the case may be, to the Seller's suppliers through the shipping agents at the loading port seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

In case of a documentary letter of credit is opened by an acceptable bank to the Seller, Seller will deliver a full set of documents as required by the documentary letter of credit within twenty-one (21) Days after completion of loading.

Payment will be made at sight after acceptance of the documents. If documents are not acceptable by the Buyer or the issuing bank, Buyer undertakes to return all documents to the Seller within ten (10) Days from receipt of said documents. In such case and if requested by the Seller, Product will be stored by the Buyer at Seller's risk and expense until corrective measures have been taken.

9. Inspection As per Sections 2 and 3 of the GTC

10. Other obligations As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

FOB (Free on Board) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

4. Delivery

Product will be delivered in a safe port at a safe berth nominated by the Buyer at an ISPS certified Port Facility and within Loading Date Range as agreed in the Specific Terms.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed, risk and property in the Product and all liabilities with respect thereto shall pass to the Buyer as from the moment when the Product passes the flange connecting Seller's (or its supplier's) loading facilities or pipeline to the vessel's or barge's permanent hose connection (manifold) at the Loading Terminal. At that point the Seller's (or its supplier's) responsibility shall cease and the Buyer shall assume all risks of loss or damage caused by the Product so delivered and all losses, damage, deterioration, evaporation, spills or other risks of the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

Before the Buyer appoints the carrier, he shall nominate the vessel or barge and secure beforehand Sellers acceptance. When Petrofina SA or nominee is the Seller or the supplier of the Product, vessel and or barge must be accepted by Total's Vetting Department.

When applicable, the Buyer shall arrange for the Vessel to notify the Seller or its representative at the Loading Terminal and, as the case may be, to the Seller's suppliers through the shipping agents at the loading port seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival.

Buyer shall communicate to the Seller its documentary instructions, together with the nomination procedure set out in Section 4 of the GTC. Documentary instructions for vessel or barge are detailed in Appendix 3.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

In case of a documentary letter of credit is opened by an acceptable bank to the Seller, Seller will deliver a full set of documents as required by the documentary letter of credit within twenty-one (21) Days after completion of loading.

Payment will be made at sight after acceptance of the documents.

If documents are not acceptable by the Buyer or the issuing bank, Buyer undertakes to return all documents to the Seller within ten (10) Days from receipt of said documents. In such case and if requested by the Seller, Product will be stored, if possible, by the Buyer at Seller's risk and expense until corrective measures have been taken.

9. Inspection

As per Sections 2 and 3 of the GTC

10. Other obligations

As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

CFR (Cost and Freight) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

4. Delivery

Product will be delivered in a safe port at a safe berth nominated by the Buyer at an ISPS certified Port Facility and within Loading Date Range as agreed in the Specific Terms.

If a Discharge Date Range is provided under the Agreement for CFR delivery then this Discharge Date Range shall be indicative only, made by the Seller as an honest assessment without guarantee. The Seller shall not assume any responsibility for the delivery of the Product at the Discharge Terminal within such arrival date range. The commencement of laytime shall be as set out in Section 5 of the GTC.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed risk and in the Product and all liabilities with respect thereto shall be pass to the Buyer as from the moment when the Product passes the flange connecting Seller's (or its supplier's) loading facilities or pipeline to the vessel's or barge's permanent hose connection (manifold) at the Loading Terminal. At that point the Seller's (or its supplier's) responsibility shall cease and the Buyer shall assume all risks of loss or damage caused by the Product so delivered and all losses, damage, deterioration, evaporation, spills or other risks of the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

When applicable, Seller will notify Buyer or its representative, vessels ETA at load-port. As soon as reasonably possible after loading, Seller will inform Buyer, vessels ETA at discharge port and further seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival at discharge port.

Any ETA at the Discharge Terminal given hereunder shall not place the Seller under any obligation to meet such date (other than to use reasonable endeavours to ensure that the contract of carriage is consistent with the meeting of such date) and, for the avoidance of doubt, in the case of CFR Agreement, shall not be construed as changing the nature of the Agreement.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

In case of a documentary letter of credit is opened by an acceptable bank to the Seller, Seller will deliver a full set of documents as required by the documentary letter of credit within twenty-one (21) Days after completion of loading.

Payment will be made at sight after acceptance of the documents.

If documents are not acceptable by the Buyer or the issuing bank, Buyer undertakes to return all documents to the Seller within ten (10) Days from receipt of said documents. In such case and if requested by the Seller, Product will be stored, if possible, by the Buyer at Seller's risk and expense until corrective measures have been taken.

9. Inspection

As per Sections 2 and 3 of the GTC

10. Other obligations

As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

CIF (Cost, Insurance and Freight) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

Seller shall provide carriage of Product under transport documents, which may incorporate charter party conditions.

Seller shall procure and pay for cargo insurance against ALL RISK for ONE HUNDRED AND TEN (110) per cent of the CIF value of the cargo. Such insurance shall: (i) operate from shore tank at the Loading Terminal to shore tank at the Discharge Terminal; (ii) be contracted with an insurance company of good repute; (iii) be in accordance with the ALL RISK cover as per Institute Cargo Clauses “A” of the Institute Cargo Clauses (cargo) (Institute of London Underwriters).

Any and all costs in respect of war risk insurance for the Vessel's hull and machinery and for cargo in respect of the voyages to any of the ports of loading or discharge or any seas through which the Vessel has to travel in the performance of the Agreement, in excess of those prevailing at the date the Agreement is entered into, including any additional insurance or war risk insurance premium, as well as crew war bonuses or any other bonuses relating to the Shipment, shall be solely for the account of Buyer.

4. Delivery

Product will be delivered in a safe port at a safe berth nominated by the Buyer at an ISPS certified Port Facility and within Loading Date Range as agreed in the Specific Terms.

If a Discharge Date Range is provided under the Agreement for CIF delivery then this Discharge Date Range shall be indicative only, made by the Seller as an honest assessment without guarantee. The Seller shall not assume any responsibility for the delivery of the Product at the Discharge Terminal within such arrival date range. The commencement of laytime shall be as set out in Section 5 of the GTC.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed, risk and property in the Product and all liabilities with respect thereto shall pass to the Buyer as from the moment when the Product passes the flange connecting Seller's (or its supplier's) loading facilities or pipeline to the vessel's or barge's permanent hose connection (manifold) at the Loading Terminal. At that point the Seller's (or its supplier's) responsibility shall cease and the Buyer shall assume all risks of loss or damage caused by the Product so delivered and all losses, damage, deterioration, evaporation, spills or other risks of the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

When applicable, Seller will notify Buyer or its representative, vessels ETA at load-port. As soon as reasonably possible after loading, Seller will inform Buyer, vessels ETA at discharge port and further seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival at discharge port.

Any ETA at the Discharge Terminal given hereunder shall not place the Seller under any obligation to meet such date (other than to use reasonable endeavours to ensure that the contract of carriage is consistent with the meeting of such date) and, for the avoidance of doubt, in the case of CIF Agreement, shall not be construed as changing the nature of the Agreement.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

In case of a documentary letter of credit is opened by an acceptable bank to the Seller, Seller will deliver a full set of documents as required by the documentary letter of credit within twenty-one (21) Days after completion of loading.

Payment will be made at sight after acceptance of the documents.

If documents are not acceptable by the Buyer or the issuing bank, Buyer undertakes to return all documents to the Seller within ten (10) Days from receipt of said documents. In such case and if requested by the Seller, Product will be stored, if possible, by the Buyer at Seller's risk and expense until corrective measures have been taken.

9. Inspection

As per Sections 2 and 3 of the GTC

10. Other obligations

As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

CPT (Carriage Paid to) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

4. Delivery

Product will be delivered at a safe place/point nominated by the Buyer and if applicable in a safe port at an ISPS certified Port Facility and within the Loading Date Range as agreed in the Specific Terms.

If a Discharge Date Range is provided under the Agreement for CPT delivery then this Discharge Date Range shall be indicative only, made by the Seller as an honest assessment without guarantee. The Seller shall not assume any responsibility for the delivery of the Product within such arrival date range at the agreed point or place of discharge. The commencement of laytime shall be as set out in Section 5 of the GTC.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed risk and property in the Product and all liabilities with respect thereto shall pass to the Buyer as from the moment when the Product passes the point at the place of loading as agreed in the Specific Terms. At that point the Seller's (or its supplier's) responsibility shall cease and the Buyer shall be responsible for all risks of loss or damage caused by the Product so delivered and all losses, damage, deterioration, evaporation, spills or other risks of the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

When applicable, Seller will notify Buyer or its representative, vessels ETA at load-port. As soon as reasonably possible after loading, Seller will inform Buyer, vessels ETA at discharge port and further seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival at discharge port.

Any ETA at the Discharge Terminal given hereunder shall not place the Seller under any obligation to meet such date (other than to use reasonable endeavours to ensure that the contract of carriage is consistent with the meeting of such date) and, for the avoidance of doubt, in the case of CPT Agreement, shall not be construed as changing the nature of the Agreement.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

In case of a documentary letter of credit is opened by an acceptable bank to the Seller, Seller will deliver a full set of documents as required by the documentary letter of credit within twenty-one (21) Days after completion of loading.

Payment will be made at sight after acceptance of the documents.

If documents are not acceptable by the Buyer or the issuing bank, Buyer undertakes to return all documents to the Seller within ten (10) Days from receipt of said documents. In such case and if requested by the Seller, Product will be stored, if possible, by the Buyer at Seller's risk and expense until corrective measures have been taken.

9. Inspection

As per Sections 2 and 3 of the GTC

10. Other obligations

As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

CIP (Carriage and Insurance Paid to) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

Seller shall provide carriage of Product under transport documents, which may incorporate charter party conditions.

Seller shall procure and pay for cargo insurance against ALL RISK for ONE HUNDRED AND TEN (110) per cent of the CIP value of the cargo. Such insurance shall: (i) operate from shore tank at the Loading Terminal to shore tank at the Discharge Terminal; (ii) be contracted with an insurance company of good repute; (iii) be in accordance with the ALL RISK cover as per Institute Cargo Clauses “A” of the Institute Cargo Clauses (cargo) (Institute of London Underwriters).

Any and all costs in respect of war risk insurance for the Vessel's hull and machinery and for cargo in respect of the voyages to any of the ports of loading or discharge or any seas through which the Vessel has to travel in the performance of the Agreement, in excess of those prevailing at the date the Agreement is entered into, including any additional insurance or war risk insurance premium, as well as crew war bonuses or any other bonuses relating to the Shipment, shall be solely for the account of Buyer.

4. Delivery

Product will be delivered at a safe place nominated by the Buyer and if applicable in a safe port at an ISPS certified Port Facility and within the Loading Date Range as agreed in the Specific Terms.

If a Discharge Date Range is provided under the Agreement for CIP delivery then this Discharge Date Range shall be indicative only, made by the Seller as an honest assessment without guarantee. The Seller shall not assume any responsibility for the delivery of the Product within such arrival date range at the agreed point or place of discharge. The commencement of laytime shall be as set out in Section 5 of the GTC.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed risk and property in the Product and all liabilities with respect thereto shall pass to the Buyer as from the moment when the Product passes the point at the place of loading as agreed in the Specific Terms. At that point the Seller's (or its supplier's) responsibility shall cease and the Buyer shall be responsible for all risks of loss or damage caused by the Product so delivered and all losses, damage, deterioration, evaporation, spills or other risks of the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

When applicable, Seller will notify Buyer or its representative, vessels ETA at load-port. As soon as reasonably possible after loading, Seller will inform Buyer, vessels ETA at discharge port and further seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival at discharge port.

Any ETA at the Discharge Terminal given hereunder shall not place the Seller under any obligation to meet such date (other than to use reasonable endeavours to ensure that the contract of carriage is consistent with the meeting of such date) and, for the avoidance of doubt, in the case of CIP Agreement, shall not be construed as changing the nature of the Agreement.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

In case of a documentary letter of credit is opened by an acceptable bank to the Seller, Seller will deliver a full set of documents as required by the documentary letter of credit within twenty-one (21) Days after completion of loading.

Payment will be made at sight after acceptance of the documents.

If documents are not acceptable by the Buyer or the issuing bank, Buyer undertakes to return all documents to the Seller within ten (10) Days from receipt of said documents. In such case and if requested by the Seller, Product will be stored, if possible, by the Buyer at Seller's risk and expense until corrective measures have been taken.

9. Inspection

As per Sections 2 and 3 of the GTC

10. Other obligations

As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

DAT (Delivered At Terminal) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

4. Delivery As per Incoterms 2010

Product will be delivered at a safe place or at a safe quay, if in a safe port at an ISPS certified Port Facility and within the Discharge Date Range agreed in the Specific Terms.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed and risk and property into the Product and all liabilities with respect thereto shall pass to the Buyer as from the moment when the Product is delivered at the Discharge Terminal at the nominated discharge place. At that time the Seller's (or its supplier's) responsibility shall cease and the Buyer shall be responsible for all risks of loss deterioration, evaporation, spills or other risks or damage caused by the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

When applicable, Seller will notify Buyer or its representative, vessels ETA at discharge port. As soon as reasonably possible after loading, Seller will inform Buyer, vessels ETA at discharge port and further seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival at discharge port.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

9. Inspection

In case of delivery by vessel or barge, the quality of the Product shall be determined by the analysis performed by the independent surveyor on samples drawn from vessel's or barge's Product-tank(s) on arrival at the discharge port / place according to the procedures in force at the Buyer's or the Buyer's receivers discharge facilities. This analysis shall be carried out in accordance with the methods agreed in the Specific Terms. The independent surveyor shall issue the quality certificate.

In case of delivery by rail tank-cars or tank lorries, the quality certificate shall be issued by Seller or Seller's representative on samples drawn from the rail tank cars or tank lorries before discharge or from an in-line sampler drawn during discharge according to the procedures in force at the Buyers or the Buyer's receivers discharge facilities.

In case of delivery by pipeline, the quality certificate shall be issued by Seller or Seller's representative on samples drawn from an in-line sampler drawn during transfer.

In case of delivery by vessels or barges, the quantity certificate of the Product delivered shall be issued by the independent surveyor on shoretank(s) measurement before and after discharge.

In case of delivery by rail tank-cars or tank lorries, quantity certificate shall be issued by Seller or Seller's representative or at Seller's discretion by Buyer or Buyer's representative as determined by properly calibrated volume or mass meters or properly calibrated weighbridge at place of discharge.

In case of delivery by pipeline, quantity certificate shall be issued by Seller or Seller's representative as determined by properly calibrated volume or mass meters.

10. Other obligations

As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

DAP (Delivered At Place) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

4. Delivery

Product will be delivered at a safe berth or at a safe place/point as the case may be, if in a safe port at an ISPS certified Port Facility and within the Discharge Date Range agreed in the Specific Terms.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed and risk and property in the Product and all liabilities with respect thereto shall pass to the Buyer as from the moment when the Product is passing the flange connecting at receivers facilities in case of pipeline's transfer or when delivery by vessel's or barge's or railcars or tank lorries at the permanent hose connection (vessel's manifold for vessel or barge) in the nominated Discharge Terminal or at the nominated discharge place. At that point the Seller's (or its supplier's) responsibility shall cease and the Buyer shall be responsible for all risks of loss deterioration, evaporation, spills or other risks or damage caused by the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

When applicable, Seller will notify Buyer or its representative, vessels ETA at discharge port. As soon as reasonably possible after loading, Seller will inform Buyer, vessels ETA at discharge port and further seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival at discharge port.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

9. Inspection

In case of delivery by vessel or barge, the quality of the Product shall be determined by the analysis performed by the independent surveyor on samples drawn from vessel's or barge's Product-tank(s) on arrival at the discharge port / place according to the procedures in force at the Buyer's or the Buyer's receivers discharge facilities. This analysis shall be carried out in accordance with the methods agreed in the Specific Terms. The independent surveyor shall issue the quality certificate.

In case of delivery by rail tank-cars or tank lorries, the quality certificate shall be issued by Seller or Seller's representative on samples drawn from the rail tank cars or tank lorries before discharge or from an in-line

sampler drawn before discharge according to the procedures in force at the Buyers or the Buyer's receivers discharge facilities.

In case of delivery by pipeline, the quality certificate shall be issued by Seller or Seller's representative on samples drawn from an in-line sampler drawn prior to transfer.

In case of delivery by vessels or barges, the quantity certificate of the Product delivered shall be issued by the independent surveyor on vessel's or barge's measurement before discharge.

In case of delivery by rail tank-cars or tank lorries, quantity certificate shall be issued by Seller or Seller's representative or at Seller's discretion by Buyer or Buyer's representative as determined by properly calibrated volume or mass meters or properly calibrated weighbridge at place of discharge.

In case of delivery by pipeline, quantity certificate shall be issued by Seller or Seller's representative as determined by properly calibrated volume or mass meters.

10. Other obligations

As per Incoterms 2010

ADDENDUM 1

Total Petrochemicals – General terms & Conditions – April 2011

DDP (Delivered Duty Paid) deliveries

As per Incoterms 2010 with following amendments

1. Conformity of the Product As per Incoterms 2010

2. Licences, authorizations and formalities As per Incoterms 2010

3. Contracts of carriage and insurance As per Incoterms 2010

4. Delivery

Product will be delivered at a safe berth or at a safe place/point as the case may be, if in a safe port at an ISPS certified Port Facility and within the Discharge Date Range agreed in the Specific Terms.

5. Transfer of risk and property

Delivery of the Product supplied hereunder shall be deemed completed and risk and property in the Product and all liabilities with respect thereto shall pass to the Buyer as from the moment when the Product is passing the flange connecting at receivers facilities in case of pipeline's transfer or when delivery by vessel's or barge's or railcars or tank lorries at the permanent hose connection (vessel's manifold for vessel or barge) in the nominated discharge port or at the nominated discharge place. At that point the Seller's (or its supplier's) responsibility shall cease and the Buyer shall be responsible for all risks of loss deterioration, evaporation, spills or other risks or damage caused by the Product so delivered.

6. Division of costs As per Incoterms 2010

7. Notices

When applicable, Seller will notify Buyer or its representative, vessel ETA at discharge port. As soon as reasonably possible after loading, Seller will inform Buyer, vessels ETA at discharge port and further seventy-two (72), forty-eight (48) and twenty-four (24) hours in advance of the ETA stating the estimated date and hour of arrival at discharge port.

8. Proof of delivery, transport document or equivalent electronic message As per Incoterms 2010

9. Inspection

In case of delivery by vessel or barge, the quality of the Product shall be determined by the analysis performed by the independent surveyor on samples drawn from vessel's or barges Product tank(s) on arrival at the discharge port / place according to the procedures in force at the Buyer's or the Buyer's receivers discharge facilities. This analysis shall be carried out in accordance with the methods agreed in the Specific Terms. The independent surveyor shall issue the quality certificate.

In case of delivery by rail tank-cars or tank lorries, the quality certificate shall be issued by Seller or Seller's representative on samples drawn from the by rail tank-cars or tank lorries before discharge or from an in-line

sampler drawn before discharge according to the procedures in force at the Buyers or the Buyer's receivers discharge facilities.

In case of delivery by pipeline, the quality certificate shall be issued by Seller or Seller's representative on samples drawn from an in-line sampler drawn prior transfer.

In case of delivery by vessels or barges, the quantity certificate of the Product delivered shall be issued by the independent surveyor on vessel's or barge's measurement before discharge.

In case of delivery by rail tank-cars or tank lorries, quantity certificate shall be issued by Seller or Seller's representative or at Seller's discretion by Buyer or Buyer's representative as determined by properly calibrated volume or mass meters or properly calibrated weighbridge at place of discharge.

In case of delivery by pipeline, quantity certificate shall be issued by Seller or Seller's representative as determined by properly calibrated volume or mass meters.

10. Other obligations

As per Incoterms 2010
