



GENERAL TERMS AND CONDITIONS OF SALE FOR SHELL CHEMICALS AMERICAS INC.

GENERAL. Unless otherwise agreed in writing, these general terms and conditions of sale ("GTCs") comprise the basis on which Shell Chemicals Americas Inc. ("Seller") sells product and/or services related to such product (together "Product"). **Buyer's terms and conditions of purchase shall not apply.** In these GTCs, Seller and the counter party to any Contract shall be referred to as "Seller" and "Buyer" respectively; each may also be referred to as "Party" and together as "Parties". Any abbreviation of an international commercial delivery term in a Contract document shall be deemed to be a reference to Incoterms 2000.

"Affiliate" means a company which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a Party. For this purpose control means the direct or indirect ownership of in aggregate 50% or more of voting capital.

"Contract" means the relevant Order Confirmation, these GTCs and any other terms agreed in writing and signed by the Parties.

"Order Confirmation" means the written confirmation from Seller to Buyer in relation to supply of Product. No waiver or failure to exercise any option, right, privilege, claim or remedy under the terms of this Contract by either of the Parties hereto on any occasion or occasions shall be construed to be a waiver of the same or of any other option, right, privilege, claim or remedy on any other occasion.

DELIVERY. Deliveries shall take place evenly spread over the Contract period. Risk of loss or damage to Product shall pass to Buyer as the Product passes the Seller's (or its supplier's) last installed flange. Title to Product shall pass to Buyer simultaneously with risk, except that where Seller takes title to the Product for export in a country other than the country of Seller's domicile, then title shall pass to Buyer (i) at that country's border for air, rail or truck shipments, or (ii) upon leaving that country's territorial limits for marine shipments. Buyer shall comply with the standard policies, rules and/or procedures applicable at the relevant site. Buyer shall return all pallets, containers, vehicles and other receptacles intended to be returned without delay, clean and in good condition. These GTCs and the Order Confirmation shall prevail if in conflict with any prescribed Incoterm.

PRODUCT QUANTITY/QUALITY. Seller may supply an excess or deficiency of Product of up to 5% of the weight or volume ordered and Buyer shall pay for the quantity so supplied. Only differences in net weight or volume, against invoiced quantity, in excess of 0.5% may be subject to quantity claims. Product specifications are as provided by Seller, or if not provided, then as published by Seller. Seller warrants that Product delivered shall comply with the agreed specifications. Seller makes no other warranty or representation of any kind concerning Product, whether of merchantability, fitness for any particular purpose or otherwise, and none shall be implied. Seller shall measure, sample and test Product in its customary manner at the loading location to determine the quantity and quality of Product delivered. The results of such measurement, sampling and testing shall be treated, in the absence of fraud or manifest error, as conclusive and binding as to the quantity and quality of Product loaded.

TAX. Any tax (other than income), duty or other governmental charge now or hereafter imposed on the Product or on any raw material used in manufacturing the Product (or on Seller, or required to be paid or collected by Seller by reason of the manufacture, transportation, sale or use of such Product or raw material) shall be paid by the Buyer in addition to the sale price for Product.

PRICE AND PAYMENT. Invoiced amounts should reach Seller's nominated bank account, net of all bank charges and without deduction, withholding or setoff, no later than the last day of the agreed payment term. Buyer shall also pay all freight costs associated with Product delivered under the Contract although, if Seller arranges transportation, freight costs may be paid by Seller and then added to Buyer's invoice for payment by Buyer in addition to the price for Product. Late payment will bear simple interest of 0.05% per day up to the maximum rate allowed by law. If Buyer's creditworthiness or ability to pay is or may be impaired, in the reasonable opinion of Seller, Buyer shall upon Seller's request provide security for payment in the form requested by and satisfactory to Seller at Buyer's expense. If Buyer fails to pay any indebtedness to Seller in accordance with the terms for such indebtedness (whether or not under this Contract), Seller may in addition to any other remedies, postpone or withhold the supply of Product, change payment terms, cancel and/or terminate this Contract immediately upon written notice to Buyer.

LIABILITY AND CLAIMS. Seller's and any of Seller's Affiliates' total liability for any claim arising out of or in connection with the Contract for breach of contract, warranty or statutory duty; or other tort **INCLUDING SELLER'S NEGLIGENCE** shall not exceed the sale price of the relevant delivery of Product, if delivered, or, if liability arises from a failure to deliver, the sale price of Product had it been delivered. Except where a Party fails to supply or take delivery without excuse provided in this Contract, no Party **EVEN IF NEGLIGENT** shall be liable for loss of production, use, profit, business, goodwill or reputation, or for business interruption, wasted expenditure or any incidental, special, consequential, or punitive loss or damage(s) of any kind, whether suffered or claimed by the other Party or any third party. Buyer shall indemnify Seller and its Affiliates for any claim or expense on account of any injury, death or damage to property or the environment arising out of Buyer's unloading, storage, handling, sale, use or disposal of the Product (except to the extent caused by Seller's negligence). Any claim shall be made by Buyer by written notice, setting forth fully the facts on which it is based, immediately after the date when the facts were discovered or should have been discovered but in any event no later than 60 days after the loading date.

FORCE MAJEURE EVENT. Neither Party shall be liable for its failure to fulfil any term of the Contract, other than the obligation to pay any sum due or to provide security, if such fulfilment has been delayed, hindered or prevented by any circumstance or event outside its reasonable control, or fire, explosion, strike, plant malfunction or shutdown in anticipation of a breakdown, or Seller's inability to acquire materials or services from its usual supply source on economically reasonable terms ("Force Majeure Event"). When a Force Majeure Event at one or more of Seller's supply sources results in a shortfall of Product available to meet its supply obligations, Seller shall apportion any reduced quantity of Product amongst Seller, its customers and its Affiliates in a fair and reasonable manner. Seller shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event. Buyer may acquire any shortfall quantity of Product from other sources at Buyer's own risk and cost.

HSSE COMMUNICATIONS. Buyer shall disseminate appropriate health, safety, security and environment ("HSSE") information to all persons (including but not limited to Buyer's employees, contractors and customers) Buyer foresees may be exposed to Product or other products into which Product has been processed, mixed or incorporated.

COMPLIANCE WITH LAWS. Parties shall comply with all applicable (including without limitation HSSE) laws, governmental rules, regulations and orders.

ASSIGNMENT. The assignment of rights and obligations under the Contract shall require the prior written consent of the other Party except that no consent shall be required where same is to an Affiliate, reseller or intermediary or, with respect to Seller, to a purchaser of or successor to a significant portion of Seller's assets and/or line of business associated with the Contract.

ADDENDA. Addenda, found at www.shell.com/chemicals/customer, including but not limited to product application and non-diversion clauses (by product); Service and Delivery Standards; HSSE; Rail Tank Car Attachment and/or Marine Terms for barge or vessel transport are herein incorporated by reference, as applicable.

LAW AND DISPUTES. The Contract and any dispute or claim arising out of or in connection with it shall be governed by the laws of the province of Alberta without regard to conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods is excluded.

SURVIVAL. All provisions with respect to payment rights and obligations, disclaimers of warranties, waivers of claims, indemnification, limitations of liability, notice of claims, tax, governing law and dispute resolution, assignment, no waiver, an entire agreement and release shall survive the expiration or termination of this Contract. (August 2008)