

APPENDIX 5

SERVICE AND DELIVERY STANDARDS FOR TRUCK DELIVERIES IN SINGAPORE

MINIMUM ORDER PROCESSING TIMES:

The following minimum processing times are subject to product and logistics availability.

Seller Deliveries by Truck

We require at least 3 business days to process deliveries. Orders placed by 12 noon Singapore time will be loaded 3 business days after Seller's receipt of the order, or at Seller's option earlier. Orders placed after 12 noon Singapore time will be considered placed and received on the next business day. Deliveries will be made during normal operating hours on business days.

Customer Collections by Road

Orders placed by 12 noon Singapore time may be collected 3 business days after Seller's receipt of the order, provided that the relevant Seller site procedures for booking and utilising a loading slot are followed, both driver and vehicle meet Seller site HSSE requirements including, without limitation, the vehicle's equipment and cleanliness and the driver's language capability, and appropriate paperwork is provided, including proof of export documentation for sales zero-rated for GST.

Rush Orders

Truck orders placed with shorter processing times than the minimum order processing times set forth above will be accommodated when possible provided no increase in HSSE risk is involved and equipment, Product(s) and staff are available; however, such orders will include a USD 250 service fee per order.

Order Changes and Cancellations

We will seek to accommodate a request to cancel or change an order notified within the minimum order processing times stated above provided such request is made before loading has commenced and provided it does not result in an increase in HSSE risk; however such changes or cancellations within the minimum order processing time period shall incur a USD 250 service fee per change or cancellation.

Weekend Deliveries

There shall be no weekend deliveries or weekend collections.

TRUCK QUANTITIES:

The quantity of all truck deliveries will be determined by Seller by outage tables with corrections for temperature or by weigh master's certificate as appropriate. Trucks are considered full when filled to the maximum legal weight. Customer will promptly unload each shipment at its own risk and expense, including any detention or demurrage charges.

Truck Deliveries

When placing orders for truck delivery, Buyer shall place orders for full truckloads. Each truckload shall be of a single Product.

Collections by Truck

When placing orders for collection by truck, Buyer shall place orders for a minimum of 80 percent of the full truck capacity or such other minimum amounts as may be communicated by Seller to Buyer for HSSE reasons. Each truckload shall be of a single Product

UNLOADING OF PRODUCT:

For road deliveries, Customer may retain a truck for unloading for up to 2 hours from arrival at Customer's delivery point. Retention beyond this free period shall incur a surcharge of USD80 per hour or part thereof plus a charge (including an administration fee) to cover any additional costs incurred as a result of unloading delays (such as overnight storage costs, dropping the trailer, re-delivery etc.). We also reserve the right to charge rental and associated administration costs for ISO tank containers retained by customers for more than 24 hours after delivery.

In accordance with the CEFIC Behaviour Based Safety Guideline on Safe Loading & Unloading of Vehicles (copies available from www.cefic.org), Buyer shall not (and shall not allow for any Buyer agent or third party to) request any Seller-arranged common carrier to perform any duty, including but not limited to any sampling or unloading. All such activities must be performed by, and at the risk of, the Buyer, not the driver. Buyer must assure that upon arrival of Seller-arranged transport by road, Buyer will completely and safely unload all Product into Buyer's fixed tank upon arrival at Buyer's location or notification of constructive placement by carrier for Buyer's unloading. Buyer may unload Product into other than a fixed tank only on the basis of prior written agreement with Seller and, if required by Seller, a risk assessment by Seller of Buyer's site.