

**GAS ODORANT SERVICE & SUPPLY LP TERMS AND CONDITIONS
PART I**

1. ACCEPTANCE

SELLER'S acceptance of BUYER'S order is expressly made conditional on BUYER'S assent to the terms and conditions set forth herein, notwithstanding the provisions contained in any purchase order, acknowledgement, acceptance or other document of BUYER. Each delivery of the goods by SELLER will be deemed to be solely upon the terms and conditions of this document; provided, however, that any conflicting provisions of a separate written contract or a written amendment to this document signed by an authorized representative of SELLER will control.

2. PRICE, PRICE CONTROLS & TAXES

- a. Unless otherwise stated herein, the price of the goods will be the SELLER'S current price in effect as of the time of delivery. A price stated herein may be increased, at SELLER'S option, to offset any increase in SELLER'S current price and any increase in SELLER'S transportation cost for the goods (if sold on a delivered basis) placed into effect between the date hereof and the time of delivery.
- b. In the event any governmental law, regulation or order prohibits SELLER, in its opinion, from collecting from BUYER a price for the goods herein provided, SELLER may without liability to BUYER, cancel BUYER'S order as to future shipments by giving BUYER ten (10) days prior written notice of cancellation.
- c. Any tax, excise or other governmental charge imposed upon the production, sale or transportation of any goods sold hereunder which SELLER may be required to pay will be paid by BUYER to SELLER in addition to the purchase price.

3. PAYMENT

Unless otherwise stated herein, any credit SELLER may elect to extend to BUYER will be upon SELLER'S credit terms in effect at the time of delivery. BUYER will pay SELLER for goods delivered hereunder in invoiced currency at SELLER'S main office or at such other location as SELLER may designate in writing on its invoices or otherwise, SELLER may decline from time to time to make delivery of goods hereunder except for cash payable in advance or upon delivery if SELLER for any reason has doubt as to BUYER'S financial responsibility and will so advise BUYER. If BUYER fails to remit the full amount payable by it when due, SELLER reserves the right to impose interest from the date due until the date of payment on the unpaid portion at a rate equal to the lower of (i) the then effective prime rate of interest for large U.S. Money Center commercial banks published under "Money Rates: by the "The Wall Street Journal: plus 2% per annum or (ii) the maximum applicable lawful interest rate.

4. SHIPMENTS

SELLER reserves the right to route shipments. BUYER will promptly unload and release transportation equipment furnished or arranged for by SELLER. In the event BUYER fails to unload and release to the carrier any railroad car furnished or arranged by the SELLER within seven (7) days, BUYER agrees to any detention charges in accordance with the SELLER'S policy in effect at the time. SELLER'S weight and/or measurements taken at the shipping point will control. SELLER reserves the right to ship, and BUYER agrees to accept and pay for quantity within 10% plus or minus of the quantity ordered. Unless otherwise stated herein, title to the goods and risk of loss will pass to BUYER as follows: when by or into any vessel, at the flange between the vessel's permanent hose connection and the shore line; when into any truck, tank car or pipeline, as the goods enter the receiving equipment, or if received by a common carrier, when accepted by the carrier for shipment.

5. WARRANTIES AND DISCLAIMERS

SELLER warrants that, at the time of delivery, the goods will meet the SELLER'S specifications in all material respects. SELLER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ALLEGEDLY ARISING FROM ANY USEAGE OF ANY TRADE OR FROM ANY COURSE OF DEALING.

6. INSPECTION AND LIMITATION ON LIABILITY

- a. BUYER will examine the goods promptly upon receipt of each shipment and notify SELLER of any off-specification goods, shortfall in delivery, or non-receipt of goods. SELLER will not be responsible for any variation in quality or quantity unless BUYER gives SELLER written notice of a claim of such variation within 100 days after receipt of the goods and a waiver by BUYER of all claims with respect thereto.
- b. SELLER'S total liability arising from this Contract for any claims of any nature will not exceed the purchase price of the portion of the goods in respect of which such claims are made. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR SPECIAL, INCIDENTAL INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INJURIES TO PERSONS (INCLUDING, WITHOUT LIMITATION, EMPLOYEES OF BUYER) OR TO PROPERTY OR LOSS OF PROFITS, WHETHER OR NOT SAID DAMAGES ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM USE OF THE GOODS WHETHER USED SINGLY OR IN COMBINATION WITH OTHER GOODS OR PRODUCTS.

7. TECHNICAL INFORMATION

Any technical advise or assistance furnished by SELLER to BUYER with respect to the selection or use of the goods delivered to BUYER hereunder will be given and accepted at BUYER'S sole risk, and SELLER will have no liability whatsoever for the use of, or results obtained from, such advice or assistance.

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PART I (continued)

8. DUTY TO WARN AND INDEMNIFICATION.
- a. Goods may be or become hazardous. BUYER acknowledges that it is familiar with, and will take all steps necessary to inform, warn, and familiarize its employees, agents, customers, and contractors who may handle the goods, of all hazards pertaining to and proper procedures for safe use of the goods and of the containers or equipment in which the goods may be handled, shipped, or stored. BUYER also undertakes to label as appropriate any materials which it makes or resells that include goods.
 - b. BUYER WILL INDEMNIFY AND DEFEND SELLER FROM AND AGAINST ANY CLAIM, LIABILITY OR EXPENSE, INCLUDING, BUT NOT LIMITED TO, INJURY OR DEATH OF BUYER'S EMPLOYEES, DIRECTLY OR INDIRECTLY ARISING FROM THE BUYER'S FAILURE TO SO INFORM, WARN, AND FAMILIARIZE ITS EMPLOYEES, AGENTS, CUSTOMERS, AND CONTRACTORS, EXCEPT TO THE EXTENT THAT THE CLAIM, LIABILITY, OR EXPENSE IS CAUSED BY THE FAILURE OF THE GOODS TO MEET SELLER'S PRODUCT SPECIFICATIONS WHEN DELIVERED TO BUYER; AND THESE UNDERTAKINGS APPLY IN FULL MEASURE WHETHER OR NOT IT IS ALLEGED OR PROVED THAT THE SELLER WAS CONCURRENTLY, PARTIALLY OR JOINTLY NEGLIGENT OR AT FAULT OR LIABILITY WITHOUT FAULT IS SOUGHT TO BE IMPOSED ON SELLER. EXPENSE AS USED HEREIN WILL INCLUDE REASONABLE ATTORNEYS FEES. THIS INDEMNITY WILL NOT APPLY WHERE SUCH CLAIM, LIABILITY OR EXPENSE IS THE RESULT OF THE SOLE NEGLIGENT OR WILLFUL MISCONDUCT OF THE SELLER.
9. LEGAL, AUDIT AND MISCELLANEOUS
- a. This contract binds and benefits the parties as well as their respective successors and assigns. Neither party may assign any of its rights or obligations under this Contract without the prior written consent of the other party, which consent will not be unreasonably withheld.
 - b. ANY QUESTIONS CONCERNING THE INTERPRETATION AND ENFORCEMENT OF THIS CONTRACT WILL BE GOVERNED BY THE DOMESTIC LAW OF THE STATE OF TEXAS WITHOUT REGARD TO THE PRINCIPLES OF THE CONFLICTS OF LAW.
 - c. Neither party may give any director, employee, nor representative of the other party any commission, fee, rebate, gift, or entertainment of significant cost or value in connection with this Contract or enter into any other business arrangement with any director, employee, or representative of the other, without prior written notification to the other party. Any representative(s) authorized by either party may cause an audit of any and all records of the other party as necessary and proper to verify that there has been compliance with this paragraph.

IN THE EVENT THE SALE INVOLVES SCENTINEL® "A" – PROPANE ("ODORANTS"), PART II WILL ALSO GOVERN SAID ODORANT SALES

PART II

10. PRODUCT HAZARD WARNINGS
- a. BUYER warrants that BUYER is familiar with the properties of odorized propane, and the properties of the Odorants, and of the methods for safely using and handling odorized propane and Odorants. BUYER agrees to inform BUYER'S employees, contractors, shippers, consignees, and customers of the key properties of both odorized propane, and Odorants, including the smell of the odorized propane.
 - b. BUYER acknowledges the receipt of SELLER'S current Safety Information Folder for Odorants. BUYER agrees to use the material in the folder, and other materials that BUYER may receive from SELLER or others, to warn and inform all its employees, contractors, shippers, consignees, and customers, of all the hazards or risks associated with the handling and use of the odorized propane and Odorants. If BUYER is not a final consumer of odorized propane and/or Odorants, then BUYER also will require all persons or entities receiving odorized propane and/or Odorants from it to distribute warning materials down the chain of distribution (especially to end users and consumers).
 - c. SELLER will furnish BUYER with the "Safety and Warning Information Booklet for Propane Users" and the "Propane Users Safety Guide" in leaflet, camera ready artwork, or electronic form. BUYER will distribute (or print and distribute) both periodically to all who receive odorized propane and/or Odorants from it (and document distribution) so that all final users of the odorized propane and/or Odorants may be informed of the means for the safe handling and use of odorized propane and/or Odorants and know the smell of the stench (odorant) used in the odorized propane. If the BUYER either publishes (or acquires from others) safety and warning information materials that are the equivalent of those furnished by SELLER, buyer may satisfy its obligation to distribute SELLER'S materials by distributing BUYER'S own (or the acquired) materials.

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PART II (continued)

11. USE OF ODORANTS BY BUYER

Buyer HEREBY AGREES THAT ALL THE PROPANE STENCHED WITH Odorants will be odorized with the Odorants mixed in a ratio of not less than one and one-half pounds (1.5 lbs.), plus or minus 10%, per 10,000 U.S. gallons of propane. BUYER also warrants to SELLER that BUYER'S odorization procedures will satisfy all applicable legal requirements and all the customary industry safety standards.

12. INDEMNITIES IN FAVOR OF SELLER

BUYER WILL INDEMNIFY AND DEFEND SELLER, AND THE OFFICERS, AGENTS, AND EMPLOYEES OF SELLER, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITIES, AND JUDGMENTS OF EVERY KIND AND CHARACTER, INCLUDING ALL EXPENSES OR LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON (INCLUDING EMPLOYEES OF BUYER), OR FOR DAMAGES TO ANY PROPERTY

(INCLUDING THE ENVIRONMENT) ARISING OUT OF, CONNECTED WITH, OR RELATING IN ANY WAY TO THE POSSESSION, USE, HANDLING, STORAGE, PROCESSING, DISPOSAL, RESALE AND/OR RETRANSFER OF ODORANTS AFTER THE ODORANTS' DELIVERY TO BUYER HEREUNDER. THIS INDEMNITY WILL APPLY REGARDLESS OF WHETHER SUCH CLAIM, LIABILITY OR EXPENSE ARISES IN CONNECTION WITH AN ACTION BY A GOVERNMENTAL ENTITY OR PRIVATE PARTY AND WILL APPLY WHETHER OR NOT SELLER WAS OR IS CLAIMED TO BE CONCURRENTLY, PARTIALLY OR JOINTLY NEGLIGENT, OR WHETHER OR NOT LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON SELLER. THIS INDEMNITY WILL NOT APPLY WHERE SUCH CLAIM, LIABILITY OR EXPENSE IS THE RESULT OF THE SOLE NEGLIGENT OR WILLFUL MISCONDUCT OF SELLER.

WARNING

The intensity of the odor (stench) of Scentinel ®"A" in gaseous propane may fade due to a chemical oxidation, adsorption or absorption of the ethyl mercaptan which is the principal chemical component of the stench. Some people have nasal perception problems and may not be able to smell the ethyl mercaptan stench. Other odors may mask or hide the ethyl mercaptan stench. Long exposure to the stench may cause nasal fatigue (a person no longer notices the odor). While an ethyl mercaptan stench may not signal the warning of the presence of propane to every person in every instance, it is generally effective in a majority of situations. Gas detectors, listed by the Underwriter Laboratories (UL) and others, can be used as an extra measure of safety for detecting leaks. Detectors that emit a loud, shrill horn sound are on the market at a reasonable price. Familiarize yourself, your employees, and your customers, with this warning, and other facts associated with the so-called "odor-fade phenomenon". If you do not believe you already know all the facts about the odor of propane, please write to Chevron Phillips Chemical Company, LP, 10001 Six Pines Drive, The Woodland, Texas 77380, Attn: Specialty Chemicals, and ask for more information about the odor of propane stench with Scentinel ® "A" and the other considerations associated with the safe use and handling of propane that has been odorized with an ethyl mercaptan based stench.