



MARINE TERMINAL BERTHING REQUIREMENTS

	Page
I. GENERAL	2
II. DEFINITIONS	2
III. VESSEL REQUIREMENTS	4
IV. NOMINATIONS AND PRE-ARRIVAL CONDITIONS	6
V. PRIORITY IN BERTHING	8
VI. VESSEL AT THE BERTH/CARGO TRANSFER OPERATIONS	8
VII. TERMINAL-RELATED CONDITIONS	10
VIII. BARGES	12
IX. OCEAN-GOING BARGES	13
X. OCEAN TANKER	14
XI. INTERIM PORTS	16
XII. CARGO SAMPLING, ANALYSIS, AND SURVEY FEES	17
XIII. DEMURRAGE	18
XIV. PUBLIC DOCK CLAUSE	19
XV. INDEMNITY	19
XVI. INSURANCE	20
XVII. MISCELLANEOUS	21

- I. **GENERAL** – Except where specifically provided otherwise in the "Confirmation," these Marine Terminal Berthing Requirements (“Berthing Requirements”) combined with the AmSty Marine Terminal Rules for the St. James Plant (the “Terminal Rules”) shall govern Vessel Party’s and Vessels loading and unloading at the St. James Terminal. If any provisions of the Terminal Rules and Berthing Requirements conflict, the Berthing Requirements provision shall control and govern.
- II. **DEFINITIONS** – Capitalized terms used, but not defined herein, shall have the meaning set forth in the General Terms and Conditions (as defined herein). As used in these Berthing Requirements:
- 1) “*All Fast*” means at such time as the Vessel is completely moored at the Cargo Custody Transfer Point with the gangway, if it is to be utilized, down and secured.
 - 2) “*Allowed laytime*” is the number of hours that the Terminal is permitted for all activities associated with loading or discharging a Vessel without paying demurrage. Used laytime is the number of running hours between the beginning of laytime and the ending of laytime less certain exclusions.
 - 3) “*Cargo*” means any Product(s) described in the Contract.
 - 4) “*Cargo Custody Transfer Point*” means the Delivery Location designated in the Confirmation where custody of the Cargo is transferred from Terminal Party to Vessel Party or Vessel Party to Terminal Party.
 - 5) “*COC*” means Certificate of Compliance.
 - 6) “*COP*” means United States Coast Guard Certificate of Inspection or similar documentation for other flag or port states.
 - 7) “*Confirmation*” means the specific transaction terms and conditions of the Contract including but not limited to provisions relating to quantity, quality, term, delivery, and price and which manifests a contract for sale of a Cargo.
 - 8) “*Contract*” means and includes the following documents in connection with each Transaction involving waterborne delivery of Cargo entered into by and between Buyer and Seller: (A) the Confirmation (including amendments thereto); (B) these Berthing Requirements; and (C) the General Terms and Conditions (then latest edition).
 - 9) “*Controlled Tonnage*” means Vessels that are owned/operated or bareboat or time chartered by a Party.
 - 10) “*Customary Anchorage*” means a recognized anchorage within the designated port for a Cargo Custody Transfer Point.
 - 11) “*Delivery Window*” means the Delivery Period set out in the Confirmation or the scheduler's nomination which designates the time period during which the Vessel is to endeavor to tender NOR at the Cargo Custody Transfer Point, or as near thereto as she may safely get, as

established by the Contract.

12) “*ETA*,” in the case of FOB means the estimated time of arrival of the Vessel at the Load Port and, in the case of CFR, CIF, and Delivered means the estimated time of arrival of the Vessel at the Discharge Port.

13) “*FOB*” means “Free on Board”, the seller clears the goods for export and ensures they are delivered to and loaded onto the vessel for transport at the named port of departure.

14) “*CFR*” means “Cost and Freight”, the seller must pay the costs and freight necessary to bring the goods to the named port of destination.

15) “*CIF*” means “Cost, Insurance, and Freight), the seller is responsible for properly loading properly cargo on board the vessel they’ve nominated, cost of carriage to named port of destination on the buyer’s side, and insurance to that point.

16) “*General Terms and Conditions*” means the General Terms and Conditions of Americas Styrenics, LLC for the applicable Product as in effect or modified from time to time.

17) “*IGS*” means an inert gas system.

18) “*IIC*” means an independent inspection company.

19) “*Barge*” means a United States Coast Guard-approved or American Bureau of Shipping inspected-tow and/or tank barge and/or a tug that is restricted to operations in the inland waterways of the United States.

20) “*Lightering*” or “*Ship to Ship operations*” means the process of transferring cargo between vessels.

21) “*Marine Claims*” means any dispute or claim arising under these Berthing Requirements, including but not limited to demurrage claims.

22) “*Non-Controlled Tonnage*” means any Vessel that is not Controlled Tonnage of a Party, such as spot or voyage-chartered Vessels.

23) “*NOR*” - Notice of Readiness means when the Vessel is in all respects ready to load or discharge, as applicable, the valid notice of readiness to load or discharge, as the case may be, as given by the master of the Vessel (or his/her representative) to the Load Port or to the Discharge Port as applicable.

24) “*Ocean-Going Barge*” means a United States Coast Guard approved or American Bureau of Shipping inspected tank barge that has an ABS Load Line Certification and is certified to operate in offshore waters.

25) “*OCIMF*” means the Oil Companies International Marine Forum.

26) “*Open Period for Berthing*” means a window for berthing, which either has not

already been assigned by the Terminal to some other vessel, or for which some other vessel cannot claim priority on the basis that her NOR was given earlier than the NOR of the Vessel performing under the Contract.

27) “*Security Regulations*” means, collectively, the International Ships and Port Facility Security Code and the U.S. Maritime Transportation Security Act of 2002, as amended, and any U.S. regulations related thereto.

28) “*Service Vessel*” means the maneuvering or lightering vessel, which will receive the cargo from the Ship to be lightered and transport its cargo to its discharge berth.

29) “*Ship to be lightered*” means the Vessel which will deliver the cargo to the Service Vessel.

30) “*TVE*” means Tank Vessel Examination.

31) “*Terminal*” means any refinery or terminal facility delivering Cargo to or receiving Cargo from a Vessel.

32) “*Terminal Party*” means the Party taking delivery from, or making delivery to, a Vessel at a Terminal.

33) “*Tow*” means any combination of tugs, towboats, or barges with the ability to function as a single unit.

34) “*Vessel*” means any ship, tanker, or combination carrier that is certified to operate in offshore waters.

35) “*Vessel Owner*” means the Vessel Party if the Vessel Party is the owner/operator of the Vessel. If the Vessel Party is not the owner/operator of the Vessel, then “Vessel Owner” means the then current owner/operator of the Vessel.

36) “*Vessel Party*” means the Party nominating a Vessel to perform under the Contract.

37) “*Vessel Vetting*” is the technical risk assessment and evaluation process prior to Vessel acceptance/rejection by the Vessel Party and/or the Terminal.

38) “*Delivery Window*” is the agreed upon ETA for product delivery.

39) “*Load Window*” is the agreed upon laycan in which product will be loaded.

III. VESSEL REQUIREMENTS

In addition to any requirements set out in the Terminal Rules, the following shall apply:

1) AmSty Vessel Vetting: Each Vessel to be nominated under these provisions shall be of an acceptable condition that complies with the AmSty Marine Vetting, and each Party involved in the Transaction, including the Terminal(s), reserves the right to inspect (or not to

inspect) the Vessel nominated for Loading or unloading. The Vessel so nominated must be accepted in all respects and by AmSty Marine Vetting before tendering its NOR. The acceptance or rejection of the Vessel will not be unreasonably withheld and shall be communicated to the other Party within forty-eight (48) hours (2 business days) after receipt of both nomination and all required vetting data, and in the case tugs/towboats or barges vetting shall be done within a timely manner. An acceptance of a Vessel for a single loading/unloading will not constitute a continuing acceptance of the Vessel for any subsequent loading or discharging operations. Further, AmSty reserves the right to rescind a Vessel acceptance on any reasonable ground at any time. The Seller/Terminal Party reserves the right to have a representative(s) attend onboard the Vessel at any loading and/or discharging location at their expense and the Master, Vessel Owner, operators, tankermen, managers and agents shall cooperate to facilitate the attendance.

Vessels not meeting the requirements may be rejected by Terminal and Terminal Party at their sole discretion, and neither review nor failure to review these requirements shall be deemed to waive or diminish Terminal and Terminal Party's rights or Vessel and Vessel Party's obligations herein.

2) Vessel Regulatory Compliance:

A. The Vessel Party warrant that the Vessel either complies, or holds waivers issued by the proper government authority of class society for non-compliance, with all applicable flag or port state and any other laws, regulations (e.g; United States Coast Guard Regulations and NVICs) and applicable industry standards in effect as of the date Vessel berths. Notwithstanding any other provision contained herein, all expenses and time lost in any period during which this warranty is breached shall be for Vessel or Vessel Party's account, and Terminal and Terminal Party shall have no liability hereunder.

B. The Vessel Party warrants that the Vessel either complies, or hold waivers issued by the proper government authority for non-compliance, with all applicable U.S. Customs and Border Protection laws and regulations in effect as of the date Vessel berths. The Vessel Party shall provide or cause the Vessel to provide all required information to CBP and the Terminal Party prior to Vessel arrival. Without limitation, Vessel Party warrants that the Vessel shall comply with all obligations imposed upon her or the Vessel Owner under any applicable Security Regulations.

3) Vessel Environmental Compliance: The Vessel Party warrants that the Vessel shall comply with all applicable local, state, and federal environmental laws and regulations covering water, air, and land pollution while at the place(s) of the Cargo Custody Transfer Point. If the Vessel fails to comply, in Terminal or Terminal Party's sole discretion the Vessel shall be required to vacate her berth and proceed to the Customary Anchorage or waiting place. Notwithstanding any other provision herein, all expenses and time lost during any period when this warranty is breached and until the Vessel reberths and is found to be in compliance with this provision shall be for Vessel and Vessel Party's account, and Terminal and Terminal Party shall have no liability hereunder.

4) Vessel Oxygen Levels: Must have current hydrogen sulfide (H₂S) policies and procedures for handling excessive levels of hydrogen sulfide (H₂S) and benzene. Because

petroleum products have the potential to contain H2S and/or benzene, an oxygen level of 6% to 8 % shall be maintained by the vessel at all times in the headspace of inerted Vessel cargo holds containing Styrene Monomer.

5) Vessel Connection Construction: The Vessel Party warrant that all piping, valves, spools, reducers, and other fittings comprising that portion of the Vessel's manifold system outboard of the last fixed rigid support to the Vessel's deck and used in the transfer of Cargo, bunkers, or ballast, will be made of steel or nodular iron.

The fixed rigid support for the manifold system must be designed to prevent both lateral and vertical movement of the manifold. Further, Vessel Party shall ensure that no more than one reducer or spool piece (each in compliance with the American National Standards Institute "ANSI" standard) will be used between the Vessel's manifold valve and the Terminal hose or loading arm connection, and this cantilever length shall not exceed the standard for the size of the manifold piping.

6) Drug and Alcohol Policies: The Vessel Party warrants that the Vessel Owner of a:

A. The Vessel Party warrant that the Vessel either complies, or holds waivers issued by the proper government authority of class society for non-compliance, with all applicable flag or port state and any other laws, regulations (e.g; United States Coast Guard Regulations and NVICs) and applicable industry standards in effect as of the date Vessel berths. Notwithstanding any other provision contained herein, all expenses and time lost in any period during which this warranty is breached shall be for Vessel or Vessel Party's account, and Terminal and Terminal Party shall have no liability hereunder.

B. Non-U.S. flag Vessel has in effect a drug and alcohol policy that meets or exceeds the standards set forth by their flag state and also meets or exceeds the Standards set in the most recent edition of the "Guidelines for the Control of Drugs and Alcohol on Board Ship" as published by the OCIMF.

IV. NOMINATIONS AND PRE-ARRIVAL CONDITIONS

1) Vessel Nomination: Unless otherwise agreed in writing, not less than four (4) days before a Tow's arrival at the Cargo Custody Transfer Point, nor less than ten (10) days before arrival of any other type of Vessel at the Cargo Custody Transfer Point, the Vessel Party shall nominate for acceptance by the Terminal Party a suitable Vessel which is proposed to perform under the Contract. However, if upon execution of the Contract there is less than four (4) days before a Tow's arrival at the Cargo Custody Transfer Point or less than ten (10) days before arrival of any other type of Vessel at the Cargo Custody Transfer Point, then the Vessel Party shall, as soon as reasonably practicable, nominate for acceptance by the Terminal Party a suitable Vessel which is proposed to perform under the Contract. The Vessel Party shall furnish, as required by the Terminal Party, data about the Vessel's dimensions, equipment, winches and lines, and such other data or documents as the Terminal Party may reasonably require.

All nominations shall be in writing (e-mail acceptable) and Seller shall include, to the extent known (except with respect to the primary towing vessel engaged in the transport by directly towing astern, alongside, or pushing ahead of an associated barge, in which case the information identified in Sections D, E and H are not required for such vessel):

- A) Contract Reference
- B) Vessel Name
- C) Load Port / Discharge Port (as applicable)
- D) Product Grade
- E) Contractual Quantity and Volume Tolerance
- F) Agreed Loading Date Range / Arrival ETA Date Range (as applicable)
- G) Demurrage rate
- H) Laytime

2) Vessel Substitution: If a Vessel nomination is rejected by the Terminal Party, the Vessel Party must promptly nominate another, suitable Vessel for acceptance by the Terminal Party. If a Vessel nomination is accepted by the Terminal Party, the Vessel Party may substitute another suitable Vessel by nominating it for acceptance by the Terminal Party. Unless otherwise agreed in writing, nomination of a substitute Vessel shall be made not later than four (4) days before the Vessel's arrival at the Cargo Custody Transfer Point or four (4) days before the first day of the Delivery Window or Load Window, whichever is earlier. A Vessel nomination that has been accepted by the Terminal Party is not superseded until the Terminal Party has accepted a substitute Vessel nomination. Tug substitution must be done with in twenty-four (24) hours' notice and only after Vessel clearance as above. However, a twelve (12) hour notice period will be considered by the Terminal Party for inland and cross harbor movements any substitute tugs must be of the similar size, capacity, capability, and costs as the originally nominated tug. Terminal Party will have the option to approve or reject any substitute. If substitution is made and vessel falls outside of laycan it is agreed that AmSty is not liable for demurrage costs.

3) ETAs:

A. At no time shall the ETA constitute an agreement to alter the Laycan or Delivery Window in the Contract or in the scheduler's nomination, if different.

B. Any vessel calling on the Terminal must comply with all State, Federal and local regulations. Deep water draft vessels shall communicate the ETA at a minimum of 24 hours in advance. ETA information should be communicated through the Shipping Coordinator, Technical Advisor, or Shift Supervisor. Outside of normal working hours (0800 to 1630 hrs. CST) contact the Shift Supervisor.

4) Pre-Arrival Information: The Vessel Party shall furnish, as reasonably requested by the Terminal Party, additional data in writing, about the Vessel's dimensions, seaworthiness, equipment, and certificates, as well as the nature and estimated duration of the Vessel's anticipated Cargo handling and other operations at the Cargo Custody Transfer Point. Such information shall be provided or submitted to the Terminal Party not later than forty-eight (48) hours, before the Vessel's arrival at the Cargo Custody Transfer Point.

5) AmSty Marine Terminal Rules: Vessel and Vessel Party must comply at all times with the applicable Marine Terminal Rules published at www.amsty.com and these Berthing Requirements.

V. PRIORITY IN BERTHING

Vessels will be accorded priority in berthing in the order in which each Vessel's valid NOR is received and accepted by the Terminal, provided NOR is tendered within the agreed Delivery Window. The Terminal Party reserves the right to berth Vessels consistent with its operating and Terminal rules.

VI. VESSEL AT THE BERTH/CARGO TRANSFER OPERATIONS

1) Non-Compliance with Terminal Rules or Breakdown of Vessel Safety or Environmental Systems: The Vessel shall vacate her berth if instructed by the Terminal Party if in the Terminal Party's sole discretion:

A. It appears that the Vessel will not, because of disability or any other cause on the part of the Vessel, be able to complete loading or discharge within the "allowed laytime";

B. If the Vessel fails to comply with the Marine Terminal's Rules or these Berthing Requirements; or

C. If there is any deficiency in the Vessel's safety, mooring, or environmental systems, processes, or management.

Upon receipt of instructions from the changed Terminal Party that the Vessel is to vacate the berth, laytime or demurrage changed by the Terminal Party shall cease. The Vessel, after tendering NOR to recommence loading or discharging, shall be re-berthed in accordance with Terminal Party's assignment. Laytime or demurrage will only resume counting upon the commencement of Cargo operations. Notwithstanding any provisions contained in the Contract, the Marine Terminal Rules or these Berthing Requirements, if the Vessel does not vacate the berth following said instructions the Vessel Party agrees to reimburse the Terminal Party for any demurrage claims, consequential damages or any other damages incurred by the Terminal Party and any other parties.

2) Pollution Response: In the event an escape or discharge of Cargo or bunkers takes place that causes or threatens to cause a pollution incident, the Vessel Party shall immediately take any and all measures necessary to prevent and mitigate such pollution incident and resulting damages. Such measures shall be at the Vessel Party's sole cost and expense, provided that if it is proven in a court of competent jurisdiction that the Terminal caused or contributed to such escape or discharge, the expense of the aforementioned measures shall be borne by the Terminal Party in proportion to its negligence or willful misconduct in causing or contributing to the discharge. The Vessel Party shall cooperate, and cause the Vessel to cooperate, with the Terminal, Terminal Party and U.S. Coast Guard with respect to any and all pollution incident response measures taken to further prevent and mitigate the pollution incident and resulting damages.

3) Inert Gas System: Unless the Terminal prohibits Vessels from arriving with Cargo tanks inerted, all Vessels fitted with an IGS will not be permitted to tender NOR or berth or discharge of any Cargo unless the IGS is fully operational and all Cargo tanks are inerted with an oxygen level at or below eight (8) percent. For a Vessel intending to handle Cargoes that could be adversely affected by inert gas, the Vessel Party may request from the Terminal Party an exemption from this clause, this request to be made at least three (3) Business Days prior to the Vessel's arrival at the Cargo Custody Transfer Point. Such exemption request shall not be unreasonably withheld. All measurement equipment, procedures, calculations, and practices performed while Vessel is inerted shall conform to the most current API Manual of Petroleum Measurement Standards (MPMS), to the satisfaction of the IIC. Should the IGS fail after the Vessel has berthed, Cargo handling shall be terminated immediately and the Terminal notified, and the Vessel may be ordered to vacate the berth until her IGS is fully operational and tanks are inerted to the requisite pre-arrival condition. Temporary or substitute equipment or procedures to correct IGS malfunctions may not be used without the Terminal Party's approval. All expenses during IGS failure and between berthing in connection with IGS failure are for Vessel Party's account. Laytime or demurrage shall cease counting upon the stoppage of Cargo operations as a result of IGS failure and will only resume counting upon the recommencement of Cargo operations.

4) Shifting of Vessels: Unless otherwise provided in the Contract, all expenses and time during any shifting of the Vessel shall be for the Vessel Party's account unless done at the request of the Terminal Party. The Terminal Party may otherwise, at its option, shift the Vessel within a berth or between berths, as well as to and from the anchorage, and any expenses and time lost during such activities shall be for the Terminal Party's account.

5) Ballasting and Cargo Slops:

A. If the Cargo Custody Transfer Point has ballast water and/or slops handling facilities, the Vessel may discharge ballast water and/or Cargo slops up to the maximum capacity available. Unless concurrent with Cargo handling, all time used during ballasting, deballasting, or offloading slops, any charges for these services, and any delay due to waiting for service facilities, shall be for the Vessel Party's account. If the Vessel must shift to and/or from such facilities, all time used by the Vessel in shifting as well as the shifting expenses, shall be for Vessel Party's account. Title to Cargo slops shall pass to the Terminal Party at the first permanent flange on shore. Vessel Party shall ensure that the Cargo slops do not contain any Vessel generated waste. The Terminal Party reserves the right to lab test the slop tank contents prior to acceptance, provided that any resulting costs of delay, including demurrage, shall be for the Terminal Party's account.

B. Vessel Party shall cause Vessel to minimize the loading of ballast into Cargo tanks previously containing crude oil (dirty ballasting) at discharge Terminal. When ballasting is conducted simultaneously with discharge operations, Vessel will maintain at least double valve segregation. During dirty ballast operations, vapor balancing must be utilized between dirty ballast loading compartments and discharging Cargo compartments, thereby eliminating emission of Cargo vapors to the atmosphere.

6) Special Provisions for Foreign Cargo Slops: Terminal Party shall be notified at least three (3) Business Days in advance of discharge when a Vessel desires to discharge foreign Cargo

slops. Such notification shall include identity, description, or chemical properties of components; country of origin; estimated value; and estimated quantity. If advance notification is not received by Terminal Party, any time lost in discharging Cargo slops from the Vessel because of a delay in securing government clearance shall be for Vessel Party's account. Additionally, regardless as to when notification of the Vessel's desire to discharge foreign Cargo slops was received, all expenses, including but not limited to customs fees, chemical analysis, removal, and proper disposal of Cargo slops shall be for the account of the Vessel Party.

7) Vessel-Generated Waste: Fees associated with the testing, removal, or reception of Vessel-generated waste, including fuel and lube oil sludge and oil bilge water, shall be for the account of the Vessel Party. Any waiting for reception facilities at a Terminal for Vessel-generated waste shall be for Vessel Party's account. If the Vessel must shift to or from such facilities, all time consumed by the Vessel shifting as well as shifting expenses for tugs, mooring line handlers, and pilots shall be for Vessel Party's account. The Vessel Party shall retain title to the waste material until it is tested and commingled with Terminal waste or, alternatively, delivered to a waste disposal company possessing a valid permit.

VII. TERMINAL-RELATED CONDITIONS

1) Safe Berth:

A. The Terminal Party shall exercise due diligence to provide a safe berth to which the Vessel may proceed to, lie at, and depart always safely afloat, free of wharfage fees for normal Cargo transfer. Dockage and service fees, including mooring, booming, fresh water, steam and oily slops receipts will be charged to the Vessel Party. In addition, all duties, and other charges on the Vessel, including, without limitation, those incurred for tugs and pilots, and other port costs shall be for the Vessel Party's account.

B. Notwithstanding anything contained in this clause or the Contract, the Terminal Party does not warrant the safety or draft of public channels, fairways, approaches thereto, anchorages or other publicly- maintained areas either inside or outside the port area where the Vessel may be directed. In addition, Terminal Party shall not be liable for:

i. Any loss, damage, injury or delay to Vessel resulting from the use of such waterways, including that which could have been avoided by the exercise of reasonable care on the part of the Vessel or her Master; or

ii. Any damage to Vessels at the Terminal caused by other vessels passing in the waterway.

2) Tugs:

At a minimum, two tugs with appropriate horsepower (as determined by the Vessel Master and River Pilot) will be used to berth and depart the Vessel, and the River Pilot and Vessel Master will determine whether or not additional hold-in tugs must be used.

A. If the River Pilot and Vessel Master have determined additional hold-in tugs are necessary, AmSty will share hold-in tug charges equally between all parties.

B. Other than as set out herein, AmSty has no duty to, and shall not, direct, control, or instruct any Vessel in its navigation and mooring or the number of hold-in tugs.

C. AmSty shall bear no responsibility for any hold-in tug charges for exchange volumes.

3) Representative:

Terminal Party and Terminal may, at their option, place a representative or representatives: (1) on board the Vessel to observe loading or discharging of Cargo and related operations during the period after the Vessel has arrived at the port wherein the Cargo Custody Transfer Point is located; and (2) on any Vessel involved in a Lightering operation. The representatives shall be allowed to consult with the Vessel Master(s) or Mooring Master about compliance with Terminal Rules and Berthing Requirements. The representatives will not, under any circumstances order or direct the Vessel, her officers, or crew to take any particular action, or interfere in any way with the Master's exercise of his authority.

4) Hoses and Simultaneous Discharge:

A. Hoses between a Vessel and the shore flanges shall be furnished by the Terminal Party, unless otherwise specified by the Terminal. Flanges for hose connections should be at or near the Vessel's dockside rail and should comply with OCIMF recommendations. Crossover hoses between barges, or hoses at crossover offshore manifolds of Vessels (i.e., "jumpers"), shall be furnished and connected by the Vessel at the risk and expense of the Vessel Party.

B. Vessel's Cargo hoses, including marine vapor recovery ("MVR") and offshore manifold crossover hoses (or jumpers), must be tested annually and be in service for less than five years. Documentation of annual hydrostatic testing and service age must be aboard the Vessel and available to the Terminal Party on request. Any delay arising from Vessel's failure to provide aforementioned complete and up to date documentation shall not count as used laytime or as time on demurrage.

C. If requested by the Terminal Party, Vessel shall load or discharge Terminal Party's grades simultaneously whenever the Cargo Custody Transfer Point allows. Any delay arising from Vessel's failure to work Terminal Party's grades simultaneously shall not count as laytime or as time on demurrage.

5) Damage to Terminal Party's Property: Vessel Party shall be liable for any damage sustained by wharves, berths, docks, loading arms, tugs, or vessels owned or maintained by the Terminal Party, or for which the Terminal Party is responsible, arising out of the negligent or improper operation of the Vessel or any other waterborne craft ordered by, or being operated for the account of, the Vessel Party. The Vessel Party will indemnify the Terminal Party for any such damages.

6) In-Harbor Lightering: In-harbor Lightering shall not be in the U.S. without prior approval of the Terminal Party, the AmSty Marine Vetting team, and Coast Guard. In-harbor Lightering shall be performed at Vessel Party's sole expense, time and risk.

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VIII. BARGES

1) Notice of Readiness: After the Vessel has arrived at the customary waiting area or other place of waiting as required by the shore facilities for the designated Cargo Custody Transfer Point, and is in all respects ready to proceed to the berth to commence loading or discharging the Cargo in accordance with the terms of the Contract, the Captain or Barge representative shall promptly give such shore facilities and the Parties hereto notice, berth or no berth via electronic mail, fax, letter, telegraph, wireless radio or satellite communication available, radio telephone or telephone. Unless otherwise agreed, the customary waiting areas for the following Cargo Custody Transfer Points shall be deemed to be as indicated below and all other customary waiting areas and Cargo Custody Transfer Points shall be provided upon request.

Cargo Custody Transfer Point	Designated Area for NOR
Americas Styrenics, St James	166 Fleet, Mile Marker 166.5
Stolthaven	Houston, TX

2) Allowed Laytime:

A. If not otherwise specified in the Contract or scheduler's nomination, allowed laytime for a Barge shall be 15 hours for 30,000 barrel barges, 12 hours for 20,000 barrel barges or 10 hours for 10,000 barrel barges.

3) Laytime Counting:

A. If a Barge tenders NOR prior to the commencement of the Laycan or Delivery Window, laytime shall commence at 0001 hours' local time on the first day of the Laycan or Delivery Window or upon All-Fast, whichever occurs first, except in instances where the Vessel is berthed prior to such date with the Terminal Party's consent laytime shall commence when All Fast.

B. If a Barge tenders NOR within the Delivery Window, then laytime shall commence upon NOR, berth or no berth, or upon All-Fast, whichever occurs first.

C. If a Barge tenders NOR after the Delivery Window expires, then laytime shall commence upon All-Fast.

D. Laytime shall cease when the Inland Vessel is released by the Terminal.

4) Pumping Warranties:

A. Inland Vessels will maintain a maximum rate of 100 psi at the Vessels manifold or maintain a pumping rate based on the performing product as noted below.

B. Any time consumed due to the inability of the Vessel to discharge the Cargo throughout the bulk of the discharge, within the specified warranties listed above, shall not count as laytime or time on demurrage.

Product	Arms	Flange Size	Rate	Rate	Maximum
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			bbls/hr. loading	bbls/hr. Discharging	Pressure
Styrene	1	8"	2,500		100 psig
Ethylbenzene	1	8"	1,250	3,000 max	100 psig
Benzene	1	8"		2,700 max	100 psig
Nitrogen Pad				3,000*	100 psig

IX. OCEAN-GOING BARGES

1) Notice of Readiness: After the Vessel has arrived at the Customary Anchorage designated by the terminal, or other place of waiting as required by the shore facilities for the designated Cargo Custody Transfer Point, and is in all respects ready to proceed to the berth to commence loading or discharging the Cargo in accordance with the terms of the Contract, the Captain, or Barge representative shall promptly give such shore facilities and the Parties hereto notice, berth or no berth, via electronic mail, fax, letter, telegraph, wireless radio or satellite communication available, radio telephone or telephone. Unless otherwise agreed, the Customary Anchorages for the following Cargo Custody Transfer Points shall be deemed to be as indicated and all other Customary Anchorages and Cargo Custody Transfer Points shall be provided upon request:

Cargo Custody Transfer Point	Designated Area for NOR
Americas Styrenics, St James	Burnside Fleet, Mile Marker 165.5
Stolthaven	Houston, TX

A. NOR may not be tendered until the Ocean-Going Barge is physically and geographically ready, and has a current and valid TVE, COC, and COI. Upon arrival at designated anchorages at each port of loading or discharge, the Master shall give the terminal notice by email, wireless or telephone that the Vessel is ready to load or discharge cargo, berth or no berth, and laytime or, if the Vessel is on demurrage, time on demurrage shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i.e. finished mooring when at a sea loading or discharging terminal and all fast when loading or discharging alongside a wharf or when barge lighter or lightening vessel is alongside when lightening), whichever first occurs. However, where delay is caused to Vessel getting into berth after giving notice of readiness for any reason whatsoever over which terminal has no control such delay shall not count as laytime or as time on demurrage.

B. If, immediately prior to giving NOR, at hoses off, the Vessel is discharging or loading another cargo in a berth at the port wherein the Cargo Custody Transfer Point is located, or waiting at a layberth there, NOR may be tendered at such berth, but time used in shifting from such berth to the anchorage or to the loading or discharging berth shall not count as laytime or time on demurrage.

2) Allowed Laytime:

Laytime shall be the number of hours as specified in the contract planner's nomination.

3) Laytime Counting:

A. If an Ocean-Going Barge tenders NOR prior to the commencement of the Delivery Window, then laytime shall commence at 0001 on the first day of the agreed Delivery Window, except in instances where the Vessel is berthed prior to such date with the Terminal Party's consent, then laytime shall commence when All Fast.

B. If an Ocean-Going Barge tenders NOR within the agreed Delivery Window, then laytime shall commence, berth or no berth, after tender of NOR, or when All Fast, whichever occurs first.

C. If an Ocean-Going Barge tenders NOR after the Delivery Window expires, then laytime shall commence only when All Fast.

D. Laytime shall cease when the Vessel is released by the Terminal.

4) Pumping Warranties:

A. Ocean going barges will maintain a maximum rate of 100 psi at the Vessels manifold or maintain a pumping rate based on the performing product as noted below.

B. Any time consumed due to the inability of the Vessel to discharge the Cargo throughout the bulk of the discharge, within the specified warranties listed above, shall not count as laytime or time on demurrage.

Product	Arms	Flange Size	Rate bbls/hr. loading	Rate bbls/hr. Discharging	Maximum Pressure
Styrene	1	8"	2,500		100 psig
Ethylbenzene	1	8"	1,250	3,000 max	100 psig
Benzene	1	8"		2,700 max	100 psig
Nitrogen Pad				3,000*	100 psig

X. OCEAN TANKER

1) Notice of Readiness: After the Vessel has arrived at the Customary Anchorage as designated by the terminal or other place of waiting as required by the designated Shore Facilities, and is in all respects ready to proceed to the berth to commence loading or discharging the Cargo in accordance with the terms of the Contract, the Master, Captain, Master's Agent or Tanker representative shall promptly give such Shore Facilities and the Parties hereto notice, berth or no berth, via electronic mail, fax, letter, telegraph, wireless radio or satellite communication available, radio telephone or telephone. Unless otherwise agreed, the Designated Anchorages for the following Cargo Custody Transfer Points shall be deemed to be as indicated and all other Customary Anchorages and Cargo Custody Transfer Points shall be provided upon request:

<u>Cargo Custody Transfer Point</u>	<u>Designated Area for NOR</u>
Americas Styrenics, St James	Burnside Fleet, Mile Marker 166.5

{N4161260.1}

A. NOR may not be tendered until the Vessel is physically and geographically ready, and has a current and valid TVE, COC, and COI. Upon arrival at designated anchorages at each port of loading or discharge, the Master shall give the terminal notice by email, wireless or telephone that the Vessel is ready to load or discharge cargo, berth or no berth, and laytime or, if the Vessel is on demurrage, time on demurrage shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i.e. finished mooring when at a sea loading or discharging terminal and all fast when loading or discharging alongside a wharf or when barge lighter or lightering vessel is alongside when lightering), whichever first occurs. However, where delay is caused to Vessel getting into berth after giving notice of readiness for any reason whatsoever over which terminal has no control such delay shall not count as laytime or as time on demurrage.

B. If, immediately prior to giving NOR, at hoses off, the Vessel is discharging or loading another cargo in a berth at the port wherein the Cargo Custody Transfer Point is located, or waiting at a layberth there, NOR may be tendered at such berth, but time used in shifting from such berth to the anchorage or to the loading or discharging berth shall not count as laytime or time on demurrage.

2) Allowed Laytime:

Unless otherwise provided in the Contract or scheduler/planner's nomination, thirty-six (36) running hours shall be permitted to the Terminal Party as laytime at the Cargo Custody Transfer Point(s) for a full cargo or pro rata thereof for part cargo based on the total barrels of cargo carried by the Ocean Tanker on that voyage. However, the minimum laytime will be (15) hours for a part cargo.

3) Laytime Counting:

A. If an Ocean Tanker tenders NOR prior to the agreed Delivery Window or Laycan, then laytime shall commence at 0600 on the first day of the agreed Delivery Window or Laycan, except in instances where the Vessel is berthed prior to such date, with the Terminal Party's consent, laytime shall commence when All Fast.

B. If an Ocean Tanker tenders NOR within the agreed Delivery Window, then laytime shall commence, berth or nor berth, six (6) hours after the tender of NOR, or when All Fast, whichever occurs first.

C. If an Ocean Tanker tenders NOR after Delivery Window expires, then laytime shall commence when All Fast.

D. Laytime shall run until the cargo hoses have been finally disconnected upon completion of loading or discharging, provided always that if the Vessel is detained solely for the purposes of awaiting Cargo documents at load port for more than three 3 hours beyond the final disconnection of cargo hoses, laytime shall recommence after such three

3 hours and terminate upon completion of Cargo documentation. If after completion of loading the Vessel is required to proceed to an anchorage for the Vessel Party's purposes, then the time spent moving from the berth to the anchorage shall not count as part of the three 3 hours referred to above or as laytime.

4) Pumping Warranties:

A. Ocean tankers will maintain a maximum rate of 100 psi at the Vessels manifold or maintain a pumping rate based on the performing product as noted below.

B. Any time consumed due to the inability of the Vessel to discharge the Cargo throughout the bulk of the discharge, within the specified warranties listed above, shall not count as laytime or time on demurrage.

Product	Arms	Flange Size	Rate bbls/hr. loading	Rate bbls/hr. Discharging	Maximum Pressure
Styrene	1	8"	2,500		100 psig
Ethylbenzene	1	8"	1,250	3,000 max	100 psig
Benzene	1	8"		2,700 max	100 psig
Nitrogen Pad				3,000*	100 psig

XI. INTERIM PORTS

1) Buyer shall pay for any interim load/discharge port(s) at cost. Time for additional steaming, which exceeds direct route from first load port to furthest discharge port, shall be paid at the demurrage rate plus bunkers consumed, plus actual port costs. Time used at each additional port shall be paid at the demurrage rate beginning at end of sea passage and ending at start of sea passage.

A. Inability of the Vessel to discharge or receive Cargo safely or have the IGS working properly, if applicable.

B. The Vessel requiring separate and/or additional shore tank gauges for any reason, or the Vessel's failure to comply with Terminal regulations.

C. Prohibitions of Cargo transfer at any time by the Vessel, or the Vessel Party or port authorities, unless such prohibition is caused by the Terminal Party's failure to comply with applicable laws or regulations.

D. Vessel Party's failure to have required documentation on board.

E. Awaiting customs or immigration clearance, or free pratique.

F. Strike, lock-out, fire, explosion, torts of third parties, stoppage or restraint of labor of the Master, officers and crew of the Vessel or towboat or pilots.

G. Any delay for which the Vessel Party, the Vessel (including breakdown or inefficiency of the Vessel), her Master or crew is responsible, including without limitation, any delays occasioned by any failure of the Vessel to meet the requirements of these Marine Provisions or the Contract.

H. Bunkering, ballasting, deballasting, or discharging slops unless concurrent with loading or discharging of Cargo.

I. A result of a labor boycott arising in connection with the business of the Vessel or Vessel Party, the terms or conditions of employment of the Vessel or Vessel Party's servants, or employment, trades, or Cargoes of the Vessel.

J. Restraint or interference in the Vessel's operation by any governmental authority in connection with the ownership, registration, or obligations of the Vessel Party or the Vessel or in connection with stowaways or with smuggling or other prohibited activities of the Vessel's or Vessel Party's servants.

K. Cargo contamination or damage caused by unseaworthiness or negligence or willful misconduct of the Vessel or, servants of the Vessel or Vessel Party.

L. The Vessel's unclean tanks, or inability to maintain heating or pumping warranties, or the need for Vessel repairs.

M. Any delay caused by the Vessel Party's failure to comply with financial and/or credit responsibilities to the Contract.

XII. CARGO SAMPLING, ANALYSIS, AND SURVEY FEES

1) If the quality of the Cargo is called into question (for example, quality as determined by independent certified laboratory is evaluated as not meeting the applicable specifications for the Cargo loaded or to be loaded as specified in the sale/purchase agreement), any delays, including but not limited to, re-sampling and/or analysis, shall be for the account:

A. of the Seller, should the Cargo in question fail to meet the applicable specifications as per the Contract;

B. of the Buyer, should the Cargo in question be in compliance with the applicable specifications as per the Contract.

2) Unless otherwise specified in the contract, the party responsible for sampling, analyses, and survey fees will be per the following standard industry practices:

A. FOB – Seller is responsible for providing tank analysis and equal split of survey fees; Buyer is responsible for vessel composite after loading and equal split of survey fees.

B. DDP – Seller is responsible for 100% cost of vessel composite and equal split of survey fees; Buyer is responsible for equal split of survey fees.

C. CFR – Seller is responsible for providing tank analysis prior to loading and equal split of survey fees; Buyer is responsible for vessel composite after loading and 100% of survey fees at discharge.

XIII. DEMURRAGE

A. Demurrage shall be payable by the Terminal Party for all laytime that exceeds allowed time at the daily hire rate included in the charter party for the Vessel. Demurrage shall be a pass-through cost without a premium to the Charterer. The agreed demurrage amount shall be paid within 30 days of the settled demurrage claim.

B. Delays in berthing for loading or discharging and any delays after berthing, which are due to weather conditions (including fog), are deemed beyond Charterer's control and shall count as half laytime or, if Vessel is on demurrage, as one-half demurrage.

1) Demurrage Claims Processing:

A. Demurrage claims must be submitted electronically to AmSty by email before 1200 noon on the last Business Day prior to the ninety (90) day time bar, such time period commencing upon completion of loading/discharge. The demurrage claim will be deemed waived and extinguished in its entirety if not submitted electronically via the manner noted below along with required supporting documentation within the allowed time bar.

B. In no instance will AmSty ever be liable for demurrage in excess of that amount paid to the Vessel Owner.

2) Demurrage Claims on Ocean Tankers shall include the following documents:

- A) A laytime statement;
- B) Vessel Owner's demurrage calculations;
- C) Vessel Owner's invoice and proof of payment;
- D) Copy of the Vessel's NOR document(s);
- E) Vessel's Statement of Facts (SOF) and agent's SOF;
- F) Vessel pumping logs if the claim is for a discharge;
- G) Charter party;
- H) Bill of Lading if the claim is for a pro rata portion; and
- I) Letters of Protest (if applicable) signed by or on behalf of Master and Terminal.

3) Demurrage Claims on Inland Vessels and Ocean-Going Barges shall include the following documents:

- A) A laytime statement;
- B) Pumping logs or pumping documentation in the barge logs if the claim is for a discharge and only if needed to verify compliance with the pumping warranty;
- C) Vessel Owner's demurrage calculations;

- D) Vessel Owner's invoice;
- E) Barge logs with NOR;
- F) Contract of Affreightment or any other applicable charter agreement; and
- G) Other supporting documentation deemed necessary may be requested by the Terminal Party.

XIV. PUBLIC DOCK CLAUSE

Vessels loading or discharging at a public dock are accepted on a first come, first served basis. Therefore, laytime at a public dock commences only when the Vessel is All Fast at the nominated berth.

XV. INDEMNITY

The Vessel Party hereby agrees (jointly and severally) to release, protect, indemnify, defend and hold harmless AmSty, the Terminal, the Terminal Party and any and all persons, firms or other entities which may manage, own or control the Terminal or the operations of the Terminal, and its and their respective officers, directors, employees, agents, subcontractors and vessels (other than the Vessel) and the insurers of all (collectively, the "AmSty Group") from and against any and all claims, suits, causes of action, demands, losses, liabilities, damages, costs, expenses, fees (including, but not limited to, reasonable attorneys' fees and costs) and court cost (collectively "Claims"), inclusive of Claims made by third parties, arising from or relating to, (a) the loss of life, bodily injury, disease, or any other injury of any type whatsoever, involving any person, and (b) damage, contamination or loss of property, incident to or resulting from Vessel's use of the Terminal, and **WHETHER OR NOT CAUSED BY THE SOLE OR CONCURRENT FAULT OR NEGLIGENCE OR STRICT LIABILITY OF ANY MEMBER OF THE AMSTY GROUP, OR UNSEAWORTHINESS OF ANY VESSEL (INCLUDING THE "Vessel" AS DEFINED HEREIN), EXCEPT TO THE EXTENT CAUSED BY THE PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE AMSTY GROUP.**

Additionally, such obligation of the Vessel Party (jointly and severally) to release, protect, indemnify, defend and hold harmless the AmSty Group shall include, but not be limited to, loss, penalty, fine, clean-up costs, natural resource damage, remediation costs, removal costs, demurrage, administrative costs and any and all other costs and liabilities that arise directly or indirectly from pollution caused or threatened by (a) a Vessel or Vessel Party, whether in loading and/or unloading of Cargo, or in the operation or management of the vessel; or (b) any escape, release, discharge, threat of discharge, or disposal of fuel, pollutants or hazardous materials from the Vessel or any Vessel Party's vehicles or equipment, or otherwise caused by the Vessel Party while in, on, or adjacent to the Terminal, **EVEN IF CAUSED BY THE SOLE OR CONCURRENT FAULT OR NEGLIGENCE OF ANY MEMBER OF THE AMSTY GROUP, STRICT LIABILITY OR UNSEAWORTHINESS OF ANY VESSEL INCLUDING THE "Vessel" AS DEFINED HEREIN), EXCEPT TO THE EXTENT CAUSED BY THE PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE AMSTY GROUP.**

XVI. INSURANCE

Vessel Party shall carry and maintain, or shall cause the Vessel or Vessel Owner to carry and maintain, at their sole cost and expense (including the payment of all premiums, deductibles and self-insured retentions), in full force and effect insurance coverages with insurance companies satisfactory to AmSty of the following types and amounts:

- Hull and Machinery Insurance on each Vessel, in an amount not less than the fair market value of the Vessel, with navigation limits adequate for the Vessel's trade.
- Protection and Indemnity ("P&I") Insurance provided through any combination of (i) full entry with a P&I Club (that is a member of the International Group of P&I Clubs); and/or (ii) policy (ies) with a commercial insurance company (ies) or underwriters/syndicate(s) acceptable to AmSty with terms no less broad than those customarily carried by similar marine Vessels with limits of not less than ten million (\$10,000,000) per occurrence. Such P&I insurance shall include coverage for injury to or death of master, mates, and crew; tower's liability for tugs, excess collision liability; cargo legal liability; pollution liability; and contractual liability. In addition, any towboat or tug utilizing the Terminal shall carry tower's liability insurance. Any "as owners" clause shall be deleted.
- Pollution Liability Insurance, either by endorsement to the appropriate insurances named above, or by separate insurance with an insurance company(ies) or underwriters/syndicate(s) rated not less than A-, IX by A.M. Best or otherwise reasonably acceptable to AmSty with limits of not less than two hundred million (\$200,000,000) per occurrence or the maximum amount required under the Oil Pollution Act of 1990 ("OPA") and any amendments thereto, whichever is greater, covering any and all environmental risks, civil fines and penalties, government action or otherwise, and equivalent to that coverage provided by Lloyd's of London Pollution Policy/Environmental Pollution Group. Certificates of Financial Responsibility (COFRs) shall also be maintained on all Vessels loading or unloading at the Terminal.

Vessel Party shall cause its insurers, or shall cause Vessel or Vessel Owner as the case may be, as allowed by law, to name AmSty Group as additional insureds, with a waiver of subrogation in favor of AmSty Group, but only to the extent of the indemnity obligations assumed by Vessel Party hereunder. Said insurance shall be primary and non-contributory to any insurance of Amsty Group.

Vessel Party hereby acknowledges and understands that the insurance obligations set forth in these Berthing Requirements are separate from the defense, indemnity and hold harmless obligations of Vessel Party owed to AmSty Group hereunder. Accordingly, Vessel Party's failure to procure the insurance policies required to be maintained pursuant to these Berthing Requirements or the insolvency of any insurer that provides any of the insurance policies hereunder shall under no circumstances relieve Vessel Party of its defense, indemnity and hold harmless obligations owed to AmSty Group hereunder.

Upon request by AmSty, Vessel Party shall provide AmSty with a copy of relevant certificate(s) of insurance evidencing the insurance coverages required hereunder. Acceptance of any such certificate shall not constitute a waiver, release, or modification of any of the required insurance coverages and endorsements if the certificate is inconsistent with those coverages and endorsements.

XVII. MISCELLANEOUS

1) Compliance with Laws: Vessel Party and Terminal Party shall be in full compliance with all applicable governmental laws, regulations, and orders, and shall maintain records that demonstrate compliance with the same. Vessel Party and Terminal Party shall have the right to inspect and copy any and all such records of the other Party at any reasonable time or times during normal business hours. This provision shall survive termination of the Contract for a period of five (5) years.

2) Interpretation: Notwithstanding any provision in the Contract to the contrary, these Berthing Requirements and any other documents constituting a part of the Contract shall not be interpreted or applied so as to require either Party to do, or refrain from doing, anything that would constitute a violation of or result in a loss of economic benefit under, any applicable laws or regulations, including without limitation, United States sanctions, terrorism and anti-boycott laws or regulations.

3) Conflicts: In the case of conflict between any provision within the Contract, the AmSty Berthing Requirements, the AmSty Marine Terminal Rules and the General Terms and Conditions, the [AmSty Berthing Requirements – IS THIS CORRECT AND WHAT AMSTY INTENDS TO APPLY OVER ALL ELSE?] shall prevail except that with respect to narrowing or revising the Delivery Window, the scheduler's nomination shall prevail in all cases.

4) Headings: The Section and Paragraph headings in these Berthing Requirements are for convenience only and shall not be interpreted in any way to limit or change the subject matter of the Contract.

5) Applicable Laws: Notwithstanding any provisions in the Confirmation and the AmSty General Terms and Conditions to the contrary, these Berthing Requirements shall be construed under and governed by the General Maritime Laws of the United States, and to the extent they do not apply, the laws of the State of Louisiana without regard to its conflicts of law provisions.