

PROVISIONS

Basic Services, as outlined in this fee schedule, are performed under the operational guidelines of the International Federation of Inspection Agencies (IFIA) available at ifia-federation.org. Additional services are provided under specific agreement with the Customer. All services are governed by the Intertek USA, Inc. (hereinafter "Intertek") Terms and conditions of Service.

If the Customer requests the analysis of samples by the Customer's or a third party's laboratory, Intertek will pass on the results but without any responsibility for their accuracy. Likewise, when requested to "Witness Analysis", our responsibility is solely to witness that the analysis is conducted on the correct sample. Customer agrees that Intertek is not responsible for the condition or operation of apparatus, instrumentation and measuring devices, and that Intertek accepts calibration data, reagents, etc. as presented, and will not be responsible for the accuracy of any results.

Stated product identification in any Intertek Quality or Quantity Report is, by necessity, based solely on information supplied by the Customer, and Intertek disclaims any responsibility for the accuracy of this information. Testing is performed against Customer supplied instructions and not to determine the identity or merchantability of the product.

If requested, we perform "Stop Gauge Calculations" for comparison purposes only. The terminal and/or vessel is responsible for the calculation and observation of "Stop Gauge" measurement, pumping, stopping, and valve setting.

Our staff is available to assist in blending operations. Volumetric or weighted composites can be prepared from components and tested in our laboratories. However, Customer should note that due to the inherent difficulty in achieving a homogeneous stable blend in shore and ship tanks, the laboratory composite sample may offer different test results to samples drawn from the final blend.

If Intertek personnel are required to testify in any legal proceeding regarding any services performed by Intertek, Customer agrees to pay to Intertek, while complying with such legal process, an hourly rate and expenses as provided by the prevailing rate schedule.

Intertek does not release or detain vessels or act as an intermediary for any party in this regard. The responsibility is that of the terminal, charterers and other interested parties.

For quality control and conformance to specifications, samples are tested by standard laboratory test methods. Multiple measurements of the same property of a specific sample by a given test method rarely give identical results. However, each result obtained has equal validity and cannot be arbitrarily discarded.

If more than one test result is obtained for the same property of a specific sample by a given test method, then Intertek will apply sound scientific principles, regulatory standards, international standards, or prevailing industry protocol in order to determine the reportable result.

International standards such as ISO 4259, ASTM D3244, IP 367, etc. can also be used in a case of dispute between buyer and seller should the process be agreed to by the parties.

All reports will be maintained on file for a period of five (5) years.

Samples are retained for forty-five (45) days, unless otherwise requested in writing by our principals.

Letters of Credit - Customers are advised that specific Letter of Credit documentation requirements should be addressed with Intertek and resolved during the nomination process under IFIA guidelines to ensure they can be made consistent with standard Intertek documentation and procedures. Requests for retroactive alterations to inspection reports to conform to unusual Letter of Credit requirements will result in delays and the possibility that Intertek will be unable to comply on ethical grounds.

Documents reflecting agreements between Customer and third parties, or third parties' documents, such as sale contracts, letters of credit, etc., are (if received by the Company) considered for information only, and do not change the scope of the services or the responsibilities of Intertek.

Customer Obligations & Reimbursement

Intertek engages with Customers on the basis that the samples and work involved are usual and customary to the industry. It is implicit within any agreement that Customer will inform Intertek in advance of any inherent vices, hazards or dangers, actual or potential, associated with any work order, samples or testing, including, but not limited to, the presence or risk of radiation, toxic, noxious, corrosive or explosive conditions. Should any unforeseen problems or damages arise in the course of carrying out any of the contracted services, Intertek shall be entitled to reimbursement from the Customer for any extra time, repairs and costs incurred, at prevailing contractual rates, or at cost plus 15% for items not covered by contract.

PAYMENT TERMS

Unless otherwise stated by separate agreement, Intertek USA, Inc.'s payment terms are "Net-30" or as otherwise displayed upon the invoice. Any discount applied to book-rate charges is predicated upon the expectation of the prompt payment of our invoices. Intertek reserves the right to revert to charges for delinquent invoices at the full book-rate in effect at the time the service was performed, with no discounts, if not paid within 60 days from the date of original invoice.

Intertek provides services exclusively to Customer, who is solely responsible for payment. Customer agrees that payment of any invoice(s) shall not be predicated upon Customer receiving payment and/or funding from a third party not specifically associated with this agreement.

Intertek shall make good-faith efforts to resolve payment disputes without third-party intervention. Should these good-faith efforts fail to reach a resolution, Customer agrees that if any of its unpaid invoices are placed with a collection agency or attorney for collection, Intertek shall be entitled to collect its collection agency fees, reasonable attorney's fees, and/or court costs from Customer regardless of whether or not the matter is settled out-of-court or litigated.

Discounts shall not apply to "pass-through" expenses. Examples of such expenses are (but not limited to) out of pocket travel, tolls and subsistence costs; launch, helicopter, courier or shipping charges. Such expenses, when deemed necessary to perform services on behalf of the Customer and at the sole discretion of Intertek - on site and on a case-by-case basis - shall be deemed accepted and payable unless authority is specifically denied by the customer at the time Intertek is offered the contract/nomination or prior to the performance of the services therein.

Customer shall not be entitled to retain or defer payment of any sums due to Intertek on the basis of any dispute, cross claim or set off which it may allege against Intertek.