

**ARKEMA INC.**  
**ODORANT ADDENDUM TO STANDARD TERMS AND CONDITIONS**

If the product is sold under this contract by Arkema Inc. ("Seller") as an odorant for natural gas or liquefied petroleum gas, the following terms and conditions shall apply and are part of this contract, in addition to Seller's standard terms and conditions.

As used in this Addendum, "product" refers only to odorants sold under this contract:

a) Product is intended solely for odorization of natural gas or liquefied petroleum gas (i.e., propane or butane) and must not be used for any other purposes, including, but not limited to, food additives or agrochemistry. Buyer shall not use product or allow product to be used for applications other than the odorization of natural gas and/or liquefied petroleum gas as set forth above.

b) Seller's First Delivery Questionnaire regarding Buyer's facilities must be completed and submitted to Seller prior to Delivery.

c) If Buyer refuses delivery of some or all of the product ordered for a ship-to location, Seller reserves the right, at Seller's discretion, to charge Buyer either (a) a restocking fee equal to 25% of the price set forth on the purchase order for the quantity of product returned to Seller's plant, or (b) a \$250 fee when Buyer declines delivery at a site scheduled in the bill of lading for delivery.

d) If product is delivered to Buyer in returnable cylinders: (i) the cylinder is and will remain the exclusive property of Seller at all times and is only loaned to Buyer; (ii) Buyer must not allow the cylinder to be stacked, and Buyer must ensure that the cylinder is stored in a secure place to prevent any inappropriate usage or tampering; (iii) Buyer must ensure that no material is put inside the cylinder other than Seller's product as supplied by Seller; (iv) Buyer must ensure that recommended practices are followed at all times with respect to cylinder use, handling, storage, and transportation as set forth in Seller's Safety Data Sheet (SDS) and written instructions provided to Buyer; (v) Buyer must ensure that the cylinder is returned within sixty (60) days of Buyer's receipt thereof, to Seller F.O.B. Seller's Pineville, Louisiana facility unless otherwise specified by Seller, empty and in the same condition as Seller delivered it to Buyer; (vi) unless otherwise specified by Seller, if the cylinder is not

returned within such 60-day period, a daily demurrage fee of up to ten dollars (\$10) per cylinder will apply until the cylinder is returned; (vii) Seller will accept returned cylinders that are empty, or that meet the definition of "RCRA empty" pursuant to federal Resource Conservation and Recovery Act (RCRA) regulations at 40 CFR 261.7, as such regulations may be amended or replaced, or that contain residual Seller product that can be reused by Seller in the manufacturing process; in the event the cylinder is not empty and still contains product beyond residual product, Buyer must reimburse Seller one hundred dollars (\$100) per cylinder for a laboratory analysis to determine if such product meets the product specifications under this contract; if it does not, Buyer may be charged a material destruction fee of fifty dollars (\$50) per gallon; (viii) Buyer will be solely responsible, and must fully reimburse Seller, for any and all damage or loss to the cylinder occurring from the time that risk of loss to the product contained therein passes from Seller to Buyer under this contract, until the cylinder is returned to Seller's carrier. Without limiting the foregoing, if the cylinder is returned with damaged connection or valves, Buyer will be charged for replacement spare parts at cost plus a maintenance fee of two hundred dollars (\$200); (ix) Buyer must provide the location of the cylinder and filling level upon request of Seller; and (x) if Buyer has Seller's express prior written permission to refill a returnable cylinder, Buyer may refill a returnable cylinder but solely in compliance with subsection (iii) of this paragraph (d), and Buyer must not fill the cylinder past the level it was filled to when Buyer received it from Seller (refer to Technical Data Sheet for densities).

e) Seller's obligation to perform under this contract is conditioned upon Buyer first resolving any need, as determined in Seller's sole discretion, for flaring of a receiving container.

January 2019