

Marine Terms and Conditions

I. General

- 1.1 Use of the Terminal, a Dock, and/or any related facilities or services covered by these Marine Terms and Conditions (these “Marine Regulations”) constitutes an agreement on the part of the Customer and Vessel to be subject to and bound by all of the rules, regulations, and obligations stated herein.
- 1.2 The Marine Regulations and procedures herein are not intended to supersede or replace Applicable Laws. It is the responsibility of the Customer and Masters of Vessels to be familiar with and comply with all Applicable Laws. When conflict exists between these Marine Regulations and any Applicable Laws, then the latter shall govern and control. In all circumstances, the Master of any Vessel shall remain responsible for the safety and safe navigation of the Vessel and for compliance with any and all Applicable Laws in respect of the operation, maintenance and condition of the Vessel.

II. Definitions

- 2.1 Unless otherwise provided, capitalized terms shall have the following meanings:
 - (a) “Agreement” means an agreement with Customer for the purchase of product requiring the use of the Dock by a Vessel.
 - (b) “Applicable Laws” means, with respect to any person, entity, property or matter, any of the following applicable thereto: any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, governmental approval, concession, grant, franchise, license, agreement, directive, ruling, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation, construction or administration of any of the foregoing, by any Governmental Authority, in each case as amended, including any of the foregoing as they relate to the environment, natural resources, or the protection thereof.
 - (c) “Arrival Window” means a period of two (2) consecutive days, the earliest day of which is the first on which a Vessel may tender a valid NOR to commence Cargo loading operations at the Terminal, and after the last day of which Terminal Operator is not obligated to accept an NOR.
 - (d) “Available Capacity” is defined in Section 3.2.
 - (e) “Business Day” means a day on which banks are open for general commercial business in Houston, Texas and is not a holiday designated by Terminal Operator.
 - (f) “Cargo” means any of the products described in the Agreement.
 - (g) “Customer” means the party contracting to purchase product under the Agreement.
 - (h) “Dock” means any of the marine docks and berthing facilities which are connected to the Terminal (including, but not limited to the ship docks and barge docks).
 - (i) “ETA” means, with respect to a Vessel, such Vessel’s estimated time of arrival at the Terminal.

- (j) “Governmental Authority” means any national, regional, state, local or municipal government, political subdivision, court, tribunal, authority, agency, commission, official or other instrumentality having jurisdiction over the applicable person, entity or subject matter.
- (k) “Inland Barge” means any inland tank barge or tow of barges, or other inland watercraft which is capable of berthing at the Terminal and meeting the Terminal’s barge dock requirements. “Inland Barge” does not include any oceangoing barge.
- (l) “Loss” means any and all liabilities, losses, damages, demands, claims, actions, suits, causes of action, legal, administrative or arbitration or alternative dispute resolution proceedings, judgments, orders, directives, injunctions, decrees or awards of any jurisdiction, costs and expenses, including, but not limited to, court costs and reasonable attorneys’ fees and any cost or expense of incident investigation.
- (m) “Marine Regulations” is defined in Section 1.1.
- (n) “Nomination Period” is defined in Section 3.1(a)(i).
- (o) “Notice of Readiness” or “NOR” means a notice to Terminal Operator that a Vessel is in compliance with all requirements of these Marine Regulations, and is ready in all respects to safely and legally load Cargo pursuant to Customer’s nomination.
- (p) “Master” means the person having charge or command of a Vessel.
- (q) “Open Period for Berthing” means a period of time, sufficient to complete loading of Cargo, wherein the Terminal has no other Vessels previously scheduled at the Dock.
- (r) “Scheduler” is defined in Section 3.1(f).
- (s) “Shipping Month” is defined in Section 3.1(a)(i).
- (t) “Terminal” means the marine terminal and Docks operated by Terminal Operator located at #1 Gulf States Road, Beaumont, Texas 77704.
- (u) “Terminal Operator” means Martin Operating Partnership L.P., a Delaware limited partnership.
- (v) “Terminal Operator Parties” means Terminal Operator, its Affiliates, and its and their respective equity holders, officers, directors, employees, representatives, agents, contractors, successors and permitted assigns.
- (w) “Vessel” means any tankship, tank barge (including any attending tug or towboat), or other watercraft which is capable of receiving Cargo at the Terminal on behalf of, at the request of, or for the benefit of Customer, all in accordance with the Agreement.

III. Vessel Nominations and Pre-Arrival Conditions

3.1 Establishment of Arrival Windows

- (a) Arrival Windows. The loading of Cargo at the Terminal shall be nominated and scheduled as follows:

- (i) During the five (5) day period (the “Nomination Period”) prior to the 15th day of the month immediately preceding the month during which Customer desires Cargo to be loaded into a Vessel at the Terminal (the “Shipping Month”), Customer shall nominate its preferred seven (7) day date ranges for the Vessel arrival window. Nominations received by the Scheduler before the Nomination Period shall be deemed as being received at 9 am Central Time on the first day of the applicable Nomination Period.
 - (ii) On or before the 10th day of the month prior to the Shipping Month, and for each nomination by Customer pursuant to Section 3.1(a)(i), the Terminal Operator will provide the Customer with an “Arrival Window” designating an arrival time span which if met by the Vessel will preserve her rights to a position in the queue. The Arrival Window shall be expressed in terms of a two (2) day period and will be changed if: (A) the Vessel does not validly tender her NOR prior to the end of her two (2) day Arrival Window, (B) required by Terminal Operator for operational or safety considerations, or (C) requested by the Customer and if such change will not adversely affect another customer of the Terminal.
- (b) Late Nominations. Any late nominations by Customer for any Cargo to be loaded into a Vessel at the Terminal tendered after the expiration of the Nomination Period may be assigned Arrival Windows, at Terminal Operator’s sole discretion and depending upon Dock availability and Terminal operational considerations.
- (c) Required Nomination Information. Prior to being allocated a movement date and time, Customer shall nominate to Terminal Operator in writing, which nomination shall include, at the minimum, the following information:
- i. Cargo and quantity to be shipped.
 - ii. Special requirements by Customer (such as pre-movement analysis, third party inspection, etc.).
 - iii. Tank designation and/or instructions.
 - iv. Customer’s inspection company.

provided, that Customer may note that the information required in Sections 3.1(c)(iii) is “To Be Provided” to the extent such information is not available at the time of the nomination and Customer shall provide such information once it becomes available. Additional required information for the nomination of oceangoing Vessels is set forth in Section 3.1(d).

- (d) Additional Nomination Information for Oceangoing Vessels. An Arrival Window nomination for oceangoing Vessels shall include the following information (in addition to the information required in Section 3.1(c) of the Marine Regulations):
- i. Vessel name
 - ii. Vessel type and Vessel class
 - iii. Vessel deadweight tonnage and the Vessel’s length overall (“LOA”)
 - iv. Vessel’s flag
 - v. Arrival draft
 - vi. Date/time vetting approval required by
 - vii. Name and contact information of cargo inspector and agent

viii. where applicable, Vessel's agent

provided, that Customer may note that the information required in Sections 3.1(d)(i), 3(d)(iv) and 3(d)(viii) is "To Be Provided" to the extent such information is not available at the time of the nomination and Customer shall provide such information once it becomes available.

(e) Required Documents. Further, Customer is obligated to complete and return the following to Terminal Operator:

- i. Crew Matrix current for the date of clearance request.
- ii. Insurance certificates evidencing insurance coverage required by the Agreement.
- iii. Other documents required for vessels nominated the first time for Terminal Operator,

if any.

(f) Vessel Scheduler; Contact Information. All Cargo movement nominations and related schedule updates for Customer using the Terminal must be provided to the Scheduler:

Vessel Scheduler: Shane Merriman or such other person to be notified to Customer by Terminal Operator from time to time (the "Scheduler").

Telephone: 409-835-2800

E-Mail: shane.merriman@martimmlp.com

(g) Nomination Hours. Daily nominations will be accepted 8:00 A.M. to 5:00 P.M. Central Time on Business Days. If a nomination or notification deadline falls on a day that is not a Business Day, then such nomination or notification shall be due on the last Business Day prior to the original deadline.

3.2 Load Time Based on Nominations. Terminal Operator will schedule the Arrival Windows and operating hours for loading based on the order in which the Scheduler receives each Terminal customer's seven (7) day date range nomination(s) for the relevant Shipping Month; *provided, however* that in the case of any nomination after the end of the Nomination Period, Section 3.1(b) shall apply. If, with respect to any Shipping Month, the total volume of the nominations by Terminal customers who share a Nomination Period exceeds the loading capacity of the Terminal that remains available at the beginning of the relevant Nomination Period (such remaining capacity, as determined by Terminal Operator in its sole discretion, the "Available Capacity") or there are insufficient Arrival Windows to accommodate all nominations, the Terminal Operator may:

- (a) allocate the Available Capacity and the remaining Arrival Windows based on the order in which nominations were received from the applicable Terminal customers; and
- (b) to the extent that Arrival Windows and/or capacity for loading or unloading any Terminal customer's nominated volume is not available or is limited following allocations in accordance with Section 3.2(a) (as determined by Terminal Operator in its sole discretion), reject all or part of such nominated volume or curtail, restrict (including by limiting time on the Dock), condition or otherwise limit the relevant Terminal customer's Arrival Window and/or access to the Dock for loading of the relevant volume.

3.3 Vessel Nomination. Not less than five (5) days prior to the first day of the confirmed Arrival Window, Customer shall nominate for acceptance the particular Vessel which will perform under the Agreement and shall furnish, as required, data about the Vessel's dimensions, equipment, winches and lines, ETA, confirmation of the volume Customer intends to load on the Vessel, and such other

data or documents and answers to any vessel screening and/or security questions that Terminal Operator may reasonably require, if such information, data or documents have not been previously provided to the Terminal Operator for Arrival Time nomination pursuant to Section 3.1(c) to Section 3.1(e) of these Marine Regulations.

- 3.4 Vessel Acceptance. Acceptance or rejection of the nominated Vessel, in each case at the sole discretion of the Terminal Operator, shall be communicated by Terminal Operator to Customer as soon as possible but always within forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, after receipt of vessel nomination and the data as requested. Acceptance of the Vessel shall not constitute a continuing acceptance of such Vessel for any subsequent loading. Each loading of Cargo at the Terminal requires prior Vessel approval. Notwithstanding anything to the contrary herein or in the Agreement, the Terminal Operator may reject or withdraw the acceptance of a Vessel at any time if the Terminal Operator reasonably believes, in its sole discretion, that the Vessel is not in compliance with Applicable Laws, these Marine Regulations, or is otherwise found unsafe or with an unacceptable condition.
- 3.5 Vessel Substitution. If a Vessel nomination is rejected, Customer is obligated to nominate another, suitable Vessel for acceptance as provided herein. If a Vessel nomination is accepted, Customer may substitute another suitable Vessel, of similar type, size, and characteristics by nominating it for acceptance. Nomination of a substitute Vessel shall not be made later than four (4) days before the Vessel's arrival at the Terminal and shall comply with the provisions of Section 3.4. A Vessel nomination which has been accepted is not superseded until a substitute Vessel nomination has been accepted.
- 3.6 ETA. Upon acceptance of a Vessel nomination by Terminal Operator, the Customer and/or Vessel shall promptly notify Terminal Operator of each Vessel's ETA by confirmed email to the Scheduler. Customer shall notify the Scheduler the date of the ETA thirty (30) days and then ten (10) days prior to the Vessel's expected arrival at the Terminal. Five (5) days prior to the Vessel's expected arrival at the Terminal, Customer shall update both the date and the time of the ETA. Customer shall also update the ETA of such Customer's Vessel seventy-two (72), forty-eight (48), twenty-four (24) hours, prior to such Customer's Vessel's expected arrival at the Terminal. Customer shall promptly notify the Scheduler as provided herein about a new ETA if the ETA changes by six (6) hours or more following its delivery of the twenty-four (24)-hour ETA notice described above.
- 3.7 Pre-Berthing Questions. The relevant Customer shall provide Terminal Operator with answers to any pre-berthing questions at least 48 hours prior to the ETA, or upon Vessel nomination and acceptance, whichever is less.
- 3.8 Berthing Priority. It is understood and agreed by the Customer Parties that it is the Terminal Operator's practice to load Vessels at the Terminal in the order of their arrival at the customary anchorage or other waiting area for the Terminal, within their respective, assigned Arrival Windows (subject to Dock availability), and such practice shall be adhered to in the accommodation of Vessels for Customer. Subject to the foregoing, when a berth becomes available at a Dock, the Vessel with the earliest assigned Arrival Window will be berthed provided that Vessel has validly issued her NOR within the Arrival Window.

IV. Notice of Readiness; Late Arrival

4.1 Notice of Readiness.

- (a) The Vessel shall tender NOR after she has arrived at the customary anchorage or other waiting area for the Terminal, and is in all respects ready (including in receipt of all required certificates from Governmental Authorities and any documentation required by Terminal

Operator, including, but not limited to, a valid Certificate of Compliance and USCG Certificate of Inspection) to proceed to berth or to commence loading the Cargo. Customer shall give notice to Terminal Operator or its appointed representative of readiness by wireless, radio telephone, telephone or email, berth or no berth. If notice is given verbally, confirmation in writing shall be made within twelve (12) hours.

- (b) Terminal Operator shall not be required to accept NOR before the first day of the Arrival Window. If, however, Terminal Operator, at its sole discretion, agrees to accept NOR before the Arrival Window, such agreement must be in writing.

4.2 Late Arrival. If the Vessel tenders her NOR after the assigned Arrival Window expires, a new Arrival Window shall be established by Terminal Operator taking into consideration all accepted nominations from other customers of the Terminal, Dock availability and Terminal operational considerations.

- (a) Notwithstanding anything herein to the contrary, if the Vessel tenders NOR to the Terminal after the expiration of the assigned Arrival Window, then Terminal Operator may refuse to load Cargo onto the Vessel, all without prejudice to the other rights and remedies of Terminal Operator.
- (b) Neither the acceptance by Terminal Operator of a Vessel or a substitute Vessel nomination with an ETA beyond the assigned Arrival Window, nor the assignment by Terminal Operator of a reservation window extending beyond the assigned Arrival Window, shall delay the expiration of the Arrival Window.

V. Vessel Post-Arrival Events and Conditions

5.1 Vessel Connection Construction. Customer warrants 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 will be made of steel or nodular iron.

5.2 Intentionally Omitted.

5.3 Non-Compliance with Marine Regulations or Breakdown of Vessel Safety or Environmental Systems. Terminal Operator may order a Vessel to vacate her berth for failure to comply with these Marine Regulations and/or any Applicable Laws, or any deficiency in such Vessel's safety or environmental systems, represented condition or characteristics, or unsafe action by the Master, crew, or other representative of a Customer. All delays, expenses, and Losses arising from or relating to such non-compliance shall be for the account of Customer. All such costs, expenses, and Losses associated with the Vessel being required to vacate the berth shall be for the Vessel's account. After Terminal Operator has actually received the Vessel's valid NOR for reberthing, such Vessel will be assigned the next available Open Period for Berthing.

5.4 Terminal Representative. Terminal Operator may, in its sole discretion, place a representative or representatives on board any Vessel at the Terminal to observe loading of Cargo and related operations. The representative(s) shall not be responsible for, or create, any liability for the Terminal Operator.

5.5 Quantity Determination. Quantity of Cargo loaded shall be determined by tanker's ullage figures at load port and set forth in a certificate(s) issued by an independent survey company appointed by Customer, the seller or 50/50 by the Customer and seller. The results of the independent survey company are final and binding on both parties.

VI. Terminal-Related Conditions

6.1 Safe Berth Availability and Charges.

- (a) Terminal Operator shall exercise due diligence to provide a safe berth at the Terminal to which a Vessel may proceed to and depart from, and where the Vessel can always lie safely afloat. If a Vessel cannot, in Terminal Operator's sole discretion, maintain her moorings safely at the Dock, then Terminal Operator may order hold-in tugs in its sole discretion, and any risk and expenses related to such tugs shall be for Customer's account. The Vessel shall vacate her berth promptly after hoses are disconnected.
- (b) Notwithstanding anything contained in these Marine Regulations to the contrary, Terminal Operator does not warrant the safety or suitability of any berth, Dock, or other place nor the safety or draft of any public channels, fairways, approaches thereto, anchorages or other publicly-maintained areas either inside or outside the port area where the Vessel may be directed, and Terminal Operator shall have no liability in respect thereof or therefor.
- (c) All fees and charges assessed by any other governmental authority pursuant to any state regulations, including pilotage and state and/or federal coastal protection, and other port costs shall be for Customer's account.
- (d) Customer shall procure line handling services required for mooring, unmooring and shifting of the Vessels, it being agreed and acknowledged that such services are not part of the services provided by Terminal Operator and Terminal Operator shall have no responsibility therefor. The fees and charges for such line handling services will be directly invoiced to Customer by such service provider.

6.2 Hoses.

- (a) Any hoses/loading arms between the Vessel and the shore flanges shall be furnished by Terminal Operator and shall be connected and disconnected by the Vessel at the Vessel's risk and expense.
- (b) If so equipped, the Vessel's cargo hoses, including marine vapor recovery (MVR), if applicable, must be tested annually and be in service for less than five (5) years. Documentation of annual hydrostatic testing and service age is required to be aboard the Vessel and must be made available to Terminal Operator on request.

6.3 Pumping. In loading a Vessel, the Cargo shall be pumped from the Terminal to the receiving Vessel. Such movement shall be at Customer's risk and peril from the point at which the Vessel's hoses are attached to the Terminal's lines, or if the Vessel's hoses are not used, at the permanent hose connections of such Vessel.

6.4 Stowaways. Customer shall be liable and responsible for any and all Losses against or incurred by Terminal Operator due to a stowaway who enters the United States aboard a Vessel. Customer shall be responsible for all costs associated with security of the terminal due to a stowaway, as well as the cost to apprehend, detain, and deport any stowaway.

- 6.5 Ballast Water; Liquid Wastes. No Vessel shall be permitted to discharge ballast water and/or any liquid wastes at or into the Terminal.
- 6.6 Bunkering. No Vessel shall be permitted to bunker fuel while at the Terminal without the prior written consent of the Terminal Operator.
- 6.7 Crane. Each Vessel must be equipped with its own crane, which will be utilized in loading operations.

VII. Vacating the Dock

- 7.1 Vacating the Dock. The Vessel shall vacate the Dock within two (2) hours after being released by the Terminal Operator following the completion of loading of the Cargo or upon the issuance of an order to vacate. Whenever a Vessel is unable or refuses to load, or shift within or between berths at the Dock, or otherwise comply with these Marine Regulations, the Terminal Operator may order the Vessel to vacate the Dock after notice to vacate is delivered to the Vessel's master or agent. If the Vessel does not timely vacate the Dock, Terminal Operator shall be entitled to all Losses suffered by Terminal Operator, including, but not limited to costs and expenses in connection with the moving of the Vessel, which shall be for the account of and the full risk of the Vessel and the Customer.

VIII. Demurrage

- 8.1 Demurrage. IN THE EVENT THAT THE VESSEL IS DETAINED AT THE LOADING PORT BY TERMINAL OPERATOR IN EXCESS OF THE ALLOWED LAYTIME, TERMINAL OPERATOR SHALL PAY BUYER DEMURRAGE AT THE RATE STATED IN THE GOVERNING VESSEL NOMINATION AND/OR VESSEL'S CHARTER PARTY. SETTLEMENTS ON DEMURRAGE TO BE MADE BETWEEN THE CUSTOMER AND THE TERMINAL OPERATOR SEPARATELY FROM THE SETTLEMENTS FOR THE GOODS AT THE RATE AGREED UPON THE PARTIES BEFOREHAND AND TO BE PAID IN USD. THE TERMINAL OPERATOR IS NOT RESPONSIBLE FOR DEMURRAGE IF AVERAGE LOADING RATE MENTIONED ABOVE IS NOT OBSERVED THROUGH THE CUSTOMER'S OR VESSEL'S FAULT. IN CASE THE VESSEL FAILS TO ARRIVE WITHIN AGREED LAYCAN WINDOW, A NEW LAYCAN WINDOW MUST BE NEGOTIATED AND AGREED BETWEEN THE PARTIES PURSUANT TO SECTION 4.2. CUSTOMER IS TO RUN ALL RISKS AND PAY ALL EXPENSES CONNECTED WITH THE STORAGE OF THE CARGO AT THE PORT AND/OR DEMURRAGE OF THE RAILWAYCARS WAITING FOR DISCHARGE. ALL CLAIMS MUST BE PRESENTED TO THE TERMINAL OPERATOR NO LATER THAN NINETY (90) DAYS AFTER THE COMPLETION OF LOADING. IF SUCH CLAIM IS NOT SUBMITTED TO TERMINAL OPERATOR WITHIN THE FOREGOING TIME PERIOD, THE CLAIM SHALL BE DEEMED WAIVED AND SHALL BE EXTINGUISHED IN ITS ENTIRETY.

IX. Insurance/Pollution Prevention/Legal Compliance

- 9.1 Pollution Prevention and Responsibility. In the event an escape or discharge of Cargo or bunkers from a Vessel causes or threatens to cause pollution damage, the Vessel will promptly take whatever measures are necessary to prevent or mitigate such damage. Customer hereby authorizes Terminal Operator, at Terminal Operator's sole option and not its obligation, upon notice to Customer, to undertake such measures as are reasonably necessary to prevent or mitigate the pollution damage. Terminal Operator shall keep Customer advised of the nature and results of any such measures taken, and if time permits, the nature of the measures intended to be taken. Any of the aforementioned

measures shall be at Customer's expense. This provision shall not affect any liability of the Vessel and Customer to third parties, including, but not limited to any Governmental Authorities.

9.2 U.S. Coast Guard Compliance. Customer warrants that, at the time the Vessel tenders valid NOR to the Terminal and throughout any transfer of Cargo from the Terminal to a Vessel, the Vessel shall fully comply, or hold authorized waivers for non-compliance, with all applicable U.S. Coast Guard regulations.

9.3 Environmental Compliance.

- (a) Customer warrants that the Vessel shall comply with all Applicable Laws covering water, air, and land pollution (and the prevention thereof) while at the Terminal. If the Vessel fails to comply with such Applicable Laws, the Vessel may be required to vacate her berth at the Dock and even to proceed to sea. All expenses and time lost during any period when this warranty has been breached and until the breach is remedied and the Vessel re-berths shall be for Customer's account; after Terminal Operator has actually received the Vessel's valid NOR for reberthing, she will be assigned the next available Open Period for Berthing.
- (b) Customer is responsible for providing, or causing the Vessel to provide, safety equipment to the crew of the Vessel when the Cargo contains high sulfur or is otherwise dangerous to health.

9.4 Insurance.

- (a) Customer shall maintain, or cause the relevant person to maintain, the following types of insurance coverages:
 - (i) 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; and
 - (ii) Protection and Indemnity ("P&I") Insurance provided through any combination of (A) full entry with a P&I Club (that is a member of the International Group of P&I Clubs); and/or (B) policy(ies) with a commercial insurance company(ies) or underwriters syndicate(s) acceptable to Terminal Operator with terms no less broad than those customarily carried by similar marine carriers. Such P&I insurance shall include coverage for injury to or death of master, mates, and crew; tower's liability; excess collision liability; cargo legal liability; pollution liability; and contractual liability. The P&I Insurance coverage against pollution liability shall be at limits of (x) not less than one billion dollars (\$1,000,000,000) per incident for oceangoing Vessels, and (y) no less than two hundred million dollars (\$200,000,000) per incident for inland Vessels.
- (b) Customer will provide Terminal Operator, upon request, 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. The insurance coverages required under these Marine Regulations shall all be endorsed to (i) contain waivers of subrogation rights against Terminal Operator Parties, (ii) include Terminal Operator Parties as additional insureds; and (iii) provide that the insurance is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of Terminal Operator Parties.

- (c) The insurance requirements set forth herein shall not in any way limit any Customer's or Vessel's legal and/or contractual obligations and liabilities under or in connection with the Agreement or these Marine Regulations. The insurance coverages required hereunder will be maintained by each primary named insured at its sole cost and expense at all times during the term of the Agreement. If liability for loss or damage is denied by the insurer(s) of a Customer and/or the Vessel, in whole or in part, because of the (i) breach of any policy for the insurance coverages required hereunder, or (ii) failure to obtain or maintain any of the insurance coverages required hereunder, **CUSTOMER SHALL HOLD HARMLESS AND INDEMNIFY TERMINAL OPERATOR PARTIES AGAINST ALL LOSSES.**

- 9.5 Drug and Alcohol Use/Abuse Prevention Policy. Customer warrants that any Vessel not otherwise subject to U.S. Department of Transportation Drug and Alcohol Regulations which is nominated to Terminal Operator shall be operating under a drug and alcohol use/abuse policy that meets or exceeds the standards in the Oil Companies International Marine Forum (OCIMF) then-current guidelines.
- 9.6 U.S. Customs Compliance. Customer warrants that the Vessel shall fully comply or hold waivers for noncompliance with all Applicable Laws of U.S. Customs and Border Protection (and any successor agency). Customer shall provide all required customs information to Terminal Operator at least three (3) Business Days prior to a Vessel's arrival at the Terminal.

X. Access

- 10.1 Terminal Operator may require any person or entity to execute an access agreement and, if applicable, each individual to produce a valid Transportation Worker Identification Credential (TWIC) card prior to entering or docking at the Terminal, and loading Cargo at the Terminal. Customer Parties shall comply with any additional requirements regarding terminal access, as may be amended from time to time by Terminal Operator.

XI. Governing Law

- 11.1 These Marine Regulations are to be governed by and construed in accordance with the General Maritime Laws of the United States, without regard to any choice of law rules. Notwithstanding anything to the contrary, these Marine Regulations shall not be interpreted or applied as to require any party to do, or to refrain from doing, anything which would constitute a violation of any U.S. laws or regulations.