

#### Jonathan VanScoyoc

**Chevron Phillips Chemical Company LP - Specialty Chemicals** 

10001 Six Pines Drive, The Woodlands, TX 77380 P. O. Box 4910, The Woodlands, TX 77387-4910 Office: (843) 299-1687 Cell: (267) 608-9535

Email: VANSCJ@cpchem.com www.cpchem.com

02/02/2023

Mississippi Fire Academy Attn: Terry Wages #1 Fire Academy USA Jackson, MS 39208

RE: Price quote - EIII

Dear Terry,

Chevron Phillips Chemical Company LP ("SELLER") is pleased to provide Mississippi Fire School ("BUYER") with the following quotation ("Quote") for the products listed in the table below ("Products") shipped for the period **01/01/2023 through 03/31/2023** ("Period"). Pricing is determined by ship dates regardless of date of order placement. Price may be increased by SELLER upon written notice.

Product	Price	Inco Term	Container	Shipping Point	Destination
E-III	\$5.35/gallon (excluding taxes)*	CPT	Truck	Borger, TX	Jackson, MS

<sup>\*</sup>Last quarter index \$2.70/gallon + \$2.65/gallon adder = \$5.35/gallon

- Quantity: Quantities will be agreed upon by both parties, minimum order 5,000 gallons
- Incoterms®: Product(s) delivery arrangements will be according to Incoterms® 2020 Terms listed in attached table.
- Title/Risk of Loss: Title to, and risk of loss, Product will pass from SELLER to BUYER at SELLER'S shipping point and in accordance with the Incoterms referenced above. For CPT terms, freight is included.
- Returned Product: In addition to return freight costs, a 30% restocking fee will be charged to BUYER for all unused returned product. Returned Product will only be accepted if BUYER certifies container and Product are suitable for transit and any seals are intact prior to shipment. SELLER will accept title and risk of loss of returned Product once Product is back in its custody and SELLER has inspected it and found it to be in an acceptable and uncompromised condition. (No fee is applied if product is returned due to quality issues or if wrong product was shipped in error not sure if this needs to be included.)
- Supply Chain Policy: General conditions listed in the attached table. Confirm with SELLER if additional fees may apply.
- Terms and Conditions: Product sales shall be governed by SELLER's Terms and Conditions, a copy of which is attached hereto as Exhibit A and incorporated herein. Said Terms and Conditions contain Disclaimer of Warranties, Limitation on Liability, and Indemnification provisions.
- Payment Terms: Net 30 pending credit approval

- Specification Sheets and SDS: See website at https://www.cpchem.com/what-we-do/solutions/specialty-chemicals/products
- Special Notes:

### **Order Placement and Correspondence:**

Chevron Phillips Chemical Company LP Specialty Chemicals 10001 Six Pines Drive The Woodlands, TX 77380 Phone: 800-858-4327
Fax: 888-324-6420

Email: sc@cpchem.com

The provisions of this Quote shall take precedence over any purchase order, other writing, communication or transmittal issued from BUYER to SELLER pertaining to the subject matter of this Quote and shall govern any sale of Product to BUYER during the Quote period.

Nothing contained within this Quote shall obligate SELLER or BUYER to enter into any commercial transaction for the purchase of or sale of Product. Any such transaction shall be expressly subject to SELLER's acceptance of BUYER's order, at SELLER's sole discretion, or negotiation of a definitive signed agreement between the parties.

This Quote is made specifically subject to, and BUYER expressly agrees that BUYER shall comply with and abide by, all applicable laws, rules, regulations, orders and ordinances (now existing or that may be hereafter enacted or promulgated), including, but not limited to U.S export control and economic sanctions laws, and BUYER will not export, re-export or otherwise transfer the Product, or any technical information, disclosed to BUYER concerning the Product, in violation of such laws.

Best Regards,

Jonathan VanScoyoc

### **NOTICES:**

This message is subject to the disclaimer found at the following link: https://www.cpchem.com/email-disclaimer

## Incoterms® 2020

### **RULES FOR ANY MODE OR MODES OF TRANSPORT**

- ExWorks (EXW): the seller fulfills his obligations by having the goods available for the buyer to pick up at his premises or another named place (i.e. factory, warehouse, etc.). Buyer bears all risk and costs starting when he picks up the products at the seller's location until the products are delivered to his location. Seller has no obligation to load the goods or clear them for export.
- Free Carrier (FCA): the seller delivers the goods export cleared to the carrier stipulated by the buyer or another party authorized to pick up goods at the seller's premises or another named place. Buyer assumes all risks and costs associated with delivery of goods to final destination including transportation after delivery to carrier and any customs fees to import the product into a foreign country.
- Carriage Paid To (CPT): seller clears the goods for export and delivers them to the carrier or another person stipulated by the seller at a named place of shipment. Seller is responsible for the transportation costs associated with delivering goods to the named place of destination but is not responsible for procuring insurance.
- Carriage and Insurance Paid To (CIP): seller clears the goods for export and delivers them to the carrier or another person stipulated by the seller at a named place of shipment. Seller is responsible for the transportation costs associated with delivering goods and procuring minimum insurance coverage (ICC Clause A. unless otherwise agreed between seller and buyer) to the named place of destination.
- Delivered at Place (DAP): seller clears the goods for export and bears all risks and costs associated with delivering the goods to the named place of destination not unloaded. Buyer is responsible for all costs and risks associated with unloading the goods and clearing customs to import the goods into the named country of destination.
- Delivered at Place Unloaded (DPU): seller is responsible for clearing the goods for export and bears all risks and costs associated with delivering the goods and unloading them at the named port or place of destination. The buyer is responsible for all costs and risks from this point forward, including clearing the goods for import at the named country of destination.
- Delivered Duty Paid (DDP): seller bears all risks and costs associated with delivering the goods to the named place of destination ready for unloading and cleared for import.

## RULES FOR SEA AND INLAND WATERWAY TRANSPORT:

- Free Alongside Ship (FAS): seller clears the goods for export and delivers them when they are placed alongside the vessel at the named port of shipment. Buyer assumes all risks/costs for goods from this point forward.
- Free on Board (FOB): seller clears the goods for export and delivers them when they are onboard the vessel at the named port of shipment. Buyer assumes all risks/cost for goods from this moment forward.
- Cost and Freight (CFR): seller clears the goods for export and delivers them when they are onboard the vessel at the port of shipment. Seller bears the
  cost of freight to the named port of destination. Buyer assumes all risks for goods from the time goods have been delivered on board the vessel at the
  port of shipment.
- Cost, Insurance, and Freight (CIF): seller clears the goods for export and delivers them when they are onboard the vessel at the port of shipment. Seller bears the cost of freight and insurance to the named port of destination. Seller's insurance requirement is only for minimum cover (ICC Clause C, unless otherwise agreed between seller and buyer). Buyer is responsible for all costs associated with unloading the goods at the named port of destination and clearing goods for import. Risk passes from seller to buyer once the goods are onboard the vessel at the port of shipment.

## **Specialty Chemicals Supply Chain Policy**

Railcar		<ul> <li>Lead Time requirement is five (5) business days pending product availability. We can accommodate shorter lead time and applicable fees will apply.</li> </ul>
		<ul> <li>BUYER is allowed 10 days to unload without fee. After ten (10 days from date railcar is made available to BUYER, a charge of \$75 per day will be assessed until car is released back to the railroad.</li> </ul>
		<ul> <li>BUYER is not permitted to put any other product or substance into any railcar or to utilize any railcar for any other purpose, except as permitted herein, without CPCHEM's express written approval and authorization.</li> </ul>
Tank Truck	CPCHEM Arranged	<ul> <li>Lead Time requirement is minimum of three (3) working days from date of order, pending product availability. We can accommodate shorter lead time and applicable fees will apply.</li> </ul>
	1	<ul> <li>CPCHEM authorized carriers will be used.</li> </ul>
	e de la companya del companya de la companya del companya de la co	<ul> <li>BUYER is allowed two (2) hours to unload without fee. Charges of \$78 per hour will apply when unloading exceeds two hours.</li> </ul>
	BUYER Arranged	<ul> <li>Lead Time requirement is minimum of three (3) working days from date of order, pending product availability. We can accommodate shorter lead time and applicable fees will apply.</li> </ul>
	:	<ul> <li>CPCHEM will not be responsible for loading demurrage charges.</li> </ul>
		BUYER is responsible for a charge of \$350 if their carrier does not show up for their appointment
Isotank	Delivered to BUYER's Location	<ul> <li>BUYER is allowed two (2) free days for an isotank dropped off at their location. After two (2) days, a charges of \$120 per day per isotank/chassis will be applied.</li> </ul>
		<ul> <li>BUYER is allowed to request a lift chassis and is responsible for the lift chassis fee of\$210 in addition to drop-off and pick up charges following date of delivery.</li> </ul>
		Export shipment: The above isotank fees do not apply
Package	Full Truckload	Domestic Shipments: Lead Time requirement is three (3) business days. Pending product availability
		<ul> <li>Export Shipments: Lead time as agreed upon with CPCHEM pending product availability.</li> </ul>
	Less than Truckload	<ul> <li>Domestic Shipments: Lead Time requirement is three (3) business days pending product availability and compliment with minimum order quantity</li> </ul>
		<ul> <li>Export Shipments: Lead time as agreed upon with CPCHEM pending product availability.</li> </ul>
Carrier Equipment Inspection		<ul> <li>CPCHEM has the right to reject carriers if CPCHEM believes that the carrier equipment is inadequate for the Product being shipped or believes a safety or equipment problem exists.</li> </ul>
		on from receipt of PLIVED's order to PLIVED's requested chinment date

- Notes: 1. "Lead Time" is defined as the time from receipt of BUYER's order to BUYER's requested shipment date.
  - 2. The day the order is placed is Day 1 of Lead Time calculation unless placed after 12PM CST.
  - 3. Transit times must be adding to all lead times for delivery dates to the BUYER location.
  - 4. Unless stated otherwise in BUYER's Contract, the terms of this exhibit govern.

## TERMS AND CONDITIONS OF SALE ("Contract") with Chevron Phillips Chemical Company LP ("Seller")

### Unless otherwise specified on the face hereof, the following terms and conditions shall apply:

- 1. Goods covered hereunder ("Goods") are delivered, and prices set, EXW shipping point (Incoterms® 2020) when Buyer arranges for the contract of carriage, and CPT shipping point (Incoterms® 2020) when Seller arranges for the contract of carriage. Risk of loss shall pass to Buyer in accordance with the applicable Incoterm and title passes simultaneously. Prices are those contained in Seller's price list in effect as of the date of Goods shipment. Freight is included in the price of Goods only upon express agreement of the parties. Where freight is not included, the amount will be added to the net amount of the invoice or will be charged separately. Buyer agrees to reimburse Seller for all taxes, excises or other charges (including, without limitation, Superfund levies) that Seller may be required to pay to any government (federal, state or local) upon the sale, production or delivery of Goods.
- 2. All Goods are payable in U.S. currency at the address designated in writing by Seller. Seller's credit terms require payment of each invoice be received by the applicable due date or Seller may charge interest on the unpaid amount [from the original due date until the date Seller actually receives payment] at the lower of the prime rate of interest (as reported in *The Wall Street Journal* on the original due date) plus 4% or the maximum permissible rate allowed by law. In addition, Seller shall be entitled to recover from Buyer all fees, expenses and costs related to collecting any amounts due to Seller, including, without limitation, reasonable attorneys' fees.
- 3. Buyer agrees that no claim will be made for delays in shipment where Buyer, upon receipt of Goods, accepts them. Seller may charge Buyer detention and/or demurrage fees for Buyer's failure to promptly unload and release transportation equipment furnished or arranged by Seller (i.e., within 7 days for railcars or within allowed laytime for vessels) without disclosure of transportation owner/vendor invoice. On any rejection of Goods by reason of Seller's delay in shipment, Buyer's exclusive remedy is limited to rejection and return of Goods and a refund of purchase price. Buyer will examine Goods promptly upon receipt of each shipment and notify Seller of any off-specification, shortfall in delivery or non-receipt of Goods. Seller will not be responsible for any variation in quality or quantity unless Buyer gives Seller written notice of a claim of such variation within 30 days after receipt of the shipment or, in the case of non-delivery, from the date fixed for delivery. Buyer's failure to give notice of any such claim will constitute an unqualified acceptance of Goods and a waiver by Buyer of all claims with respect thereto. All claims relating to transportation of Goods must be made directly to the carrier. Goods will not be accepted for return without first obtaining the prior written authorization of Seller.
- 4. If in Seller's sole judgment, reasonable doubt exists as to Buyer's financial responsibility to make payments when due, or if Buyer is past due in payment of any amount owing to Seller, Seller reserves the right, without liability and without prejudice to any other remedies under this Contract or by operation of law or equity, to (i) suspend performance, decline to ship or stop any Product shipment in transit, until Seller receives payment of all amounts owing to Seller, whether or not due, and (ii) require Buyer to make payment on a cash in advance basis or provide a satisfactory bank letter of credit securing payment until Seller, in its sole judgment, determines that the financial responsibility of Buyer has returned to a level where Seller no longer has reasonable doubt that Buyer will not be able to make payments coming due hereunder.
- 5. Seller warrants that, at the time of delivery of Goods to Buyer, Goods will either (i) be representative of Seller's commercial grade of Goods in all material respects, or (ii) if provided by Seller, will meet Seller's specifications in all material respects; or (iii) if pipe, for a period of one year from the time of delivery, will meet Seller's specification in all material respects. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND SELLER DOES NOT MAKE AND EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ALLEGEDLY ARISING FROM ANY USAGE OR FROM ANY COURSE OF DEALING.
- 6. Buyer will indemnify, defend and hold harmless Seller, its parents, affiliates and subsidiaries and their respective officers, directors, employees and agents ("Seller Indemnitees") from and against any and all third party claims, liability or expense, including, without limitation, all court costs and attorneys' fees incident thereto, ("Third Party Claims") for (i) personal injury or death of any person (including, without limitation, Buyer's employees); or (ii) damage to real or personal property that arises out of, are connected with, or relate in any way to Goods (including, without limitation, receipt, possession, use, handling, storage, processing, disposal, resale and/or retransfer of Goods) after delivery of Goods to Buyer. Such indemnification and obligation to defend shall apply without regard to the cause or causes thereof, including, without limitation, strict liability or the negligence (whether concurrent, active or passive) of a Seller Indemnitee, provided that Buyer shall have no such obligations in the event the Third Party Claim results from the sole negligence or willful misconduct of a Seller Indemnitee. SELLER'S TOTAL LIABILITY ARISING FROM THIS CONTRACT FOR ANY CLAIMS OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE OF THE PORTION OF GOODS RELATED TO THE CLAIM. THIS CONSTITUTES SELLER'S MAXIMUM LIABILITY, EVEN IF GOODS HAVE BEEN MIXED WITH OTHER MATERIALS OR USED IN SPECIALIZED EQUIPMENT OR APPLICATION. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, CONTINGENT, EXEMPLARY OR PUNITIVE DAMAGES.
- 7. Neither party will be in breach of its obligations hereunder to the extent that performance is prevented or delayed as a result of any act or event beyond the reasonable control of a party concerned (each a "contingency"), the effects of which cannot be overcome or prevented by the exercise of reasonable diligence. The following events, without limitation, shall be deemed a contingency: labor disturbance and strikes, compliance with a request or order of a person purporting to act on behalf of any government or governmental department or agency (including, but not limited to EPA and OSHA), breakage of or accidents to plants, machinery or equipment, acts of God, war, flood, lighting and terrorist attack. The following events may constitute a contingency: shortage in raw material, transportation, power, manufacturing capacity, or Goods, in each case from a party's then-contemplated source of supply. Performance will be excused as provided above even though the occurrence of the contingency in question may have been foreseen or foreseeable at the time of contracting or may subsequently become foreseeable. Whenever Seller's performance is affected by such a contingency, Seller may reduce deliveries in a manner that fairly apportions the consequences of the contingency among Seller's customers (including affiliates and internal needs); however, Seller will not be required to acquire Goods from third parties in order to comply with this Section, and if Seller elects to acquire Goods from third parties, Seller will not be obligated to make such acquired Goods available to Buyer.
- 8. Notwithstanding anything contained in this Contract to the contrary, whenever (in the sole but reasonable judgment of Seller) (i) Seller's performance is made substantially more expensive by a contingency or (ii) Seller is unable to acquire from its then contemplated source of supply, on terms it deems reasonable, any material necessary for the manufacture of Goods, Seller may (aa) reduce or stop deliveries of Goods and apportion as provided above and/or (bb) continue deliveries and immediately increase prices. If Seller increases the price of Goods under this Section, Buyer need not purchase Goods at the increased price. Seller is not obligated to make up deliveries omitted or curtailed pursuant to this Section. If any law, regulation, or other governmental action requires Seller to reduce any price in effect under this Contract or prevents Seller from increasing any price to the extent it wishes pursuant to its rights under this Contract, Seller may cancel the affected quantities of Goods from this Contract. Nothing in this Section will excuse Buyer from its obligations to make payments when due.
- 9. This Contract is governed as to all matters whatsoever, whether of validity, interpretation, obligation, or otherwise, exclusively by the laws of the State of without regard to any principles regarding conflicts of law. Any action commenced regarding this Contract or Goods must be brought in the state or federal courts of Montgomery or Harris County, Texas. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

  10. Seller's acceptance of Buyer's order is expressly made conditional on Buyer's assent to the terms and conditions set forth herein, notwithstanding the provisions contained in any purchase order, acknowledgment, acceptance or other document of Buyer, and each delivery of Goods is deemed to be only on the terms and conditions contained in this Contract. The terms and conditions contained in this Contract constitute the entire agreement regarding the sale and purchase of Goods and may not be amended or otherwise altered, except by written instrument signed by the parties. In the event the terms in this Contract conflict with any competitive writing, the terms of this Contract govern. Notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgment,

acceptance or other form of Buyer, and notwithstanding Seller's manufacture and delivery of Goods, each delivery of Goods is deemed to be only on the terms and conditions contained in this Contract except as they may be amended or otherwise altered in accordance with the preceding sentence. Buyer may not assign this Contract in whole or in part without Seller written consent. Seller may assign this Contract to an affiliate or to a transferee of substantially all of Seller's assets related to this Contract without Buyer consent.

- 11. Notwithstanding any of the other indemnities or releases contained in this Contract, Buyer will indemnify, defend and hold Seller Indemnitees harmless from and against any and all claims, demands, costs and expenses (including, without limitation, court costs, litigation expenses and attorneys' fees) for infringement of any patent, copyright or trademarks as a result of Buyer's, its subcontractors' or agents' use of any patented Goods or copyrighted processes, compositions, machines or articles of manufacture; provided, that any indemnified party has the right to be represented by its own counsel and to participate in the defense of any action relating to the infringement in which the indemnified party may be a defendant.
- 12. Buyer acknowledges that it is familiar with proper procedures for the safe handling and use of Goods, and that there may be hazards associated with the use of Goods, and that it will take all steps necessary to warn and/or inform its employees, contractors, agents and customers of the procedures and hazards. BUYER AGREES TO INDEMNIFY SELLER FROM ANY CLAIM OR LIABILITY WHATSOEVER STEMMING FROM, OR RELATED TO, BUYER'S FAILURE TO WARN OR EMPLOY PROPER PROCEDURES, OR OTHERWISE TO COMPLY WITH THIS SECTION.
- 13. Any technical advice or assistance furnished by Seller to Buyer with respect to the selection or use of Goods will be given and accepted at Buyer's sole risk, and Seller will have no liability whatsoever for the use of, or results obtained from, such advice or assistance.
- 14. BUYER shall comply with all federal, state or local laws, ordinances, rules and regulations applicable to its performance under this CONTRACT, including, without limitation, all U.S. export control and U.S. economic sanctions laws, and BUYER will not export, re-export or otherwise transfer Goods, or any technical information disclosed to Buyer concerning Goods, in violation of these laws. BUYER shall indemnify SELLER against any liability by reason of buyer's failure to so comply. Buyer may report any actual or suspected violation of this Section by reporting it to Seller's Ethics & Compliance Hotline, on an anonymous basis, by calling 1-800-356-2590; or, for access outside the USA, by accessing the international operator and placing a collect call to 503-619-1804.
- 15. Should any provision of the Contract be or become illegal or unenforceable, such provision will be considered separate and severable and the remaining provisions will remain in force and be binding upon parties as though such provision had never been included. The failure of Seller to enforce any provision of this Contract shall not be construed to be a waiver of such provision.
- 16. If Buyer is located in the European Union ("EU") in a EFTA-EEA or other relevant country or Goods are placed in the EU market, then Buyer acknowledges Goods must comply with relevant EU law, including Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") and Regulation (EC) No 1272/2008 concerning the classification, labelling and packaging of substances and mixtures ("CLP"). Buyer shall take all action necessary to ensure Goods imported into the EU Community and/or placed on the EU Community market comply with relevant EU/national law and, as necessary, shall register and provide notice for Goods pursuant to Articles 5, 17, 18 and 23 REACH and Article 40 CLP.

If this contract involves the sale of odorant for natural gas and/or propane (collectively or individually referred to as "odorant"), Seller's acceptance of Buyer's order is expressly made conditional on the Buyer's assent to the requirements stated in paragraphs 17 through 19 below, including the requirement to warn Buyer's customers about odor-fade:

## 17. DUTY TO PROVIDE PRODUCT WARNING TO CUSTOMERS

- (A) Buyer warrants that Buyer is knowledgeable about the properties of odorized propane and/or odorized natural gas and the properties of the odorant and the methods for safely using and handling odorant and, as applicable, odorized propane and/or natural gas. Furthermore, Buyer agrees to educate Buyer's employees, contractors, shippers, consignees, and customers of the properties, hazards, and risks of odorant and, as applicable, odorized propane and/or odorized natural gas, including the smell of the odorized propane and/or odorized natural gas.
- (B) Buyer acknowledges the receipt of Seller's current SDS and Safety Information Folder for applicable odorant. Buyer agrees to use the Safety Information and other materials that Buyer creates or obtains from others to warn and educate its employees, contractors, shippers, consignees, and customers of the hazards and risks associated with the handling and use of odorant and, as applicable, odorized propane and/or odorized natural gas. If Buyer is not a final consumer of odorant, then Buyer will also require all persons or entities receiving odorized propane, odorized natural gas, and/or odorant from Buyer to distribute warning materials down the chain of distribution, especially to end users and customers.
- (C) By providing Buyer with the Safety Information Folder for the applicable odorant, Seller furnished Buyer with safety and warning information for odorized propane and/or odorized natural gas. Buyer will distribute (or print and distribute) the safety and warning information periodically to all individuals or entities receiving odorant, odorized propane, and/or odorized natural gas so that all final users of the odorant or odorized gas may be informed of the means for the safe handling and use of odorant and/or odorized gas and know the stench (odorant) used in the odorized gas. If the Buyer either publishes or acquires from others safety and warning information that are equivalent of those furnished by Seller, Buyer may satisfy its obligation to distribute Seller's materials by distributing Buyer's own or the acquired material.
- 18. USE OF ODDRANT BY BUYER: With respect to Scentinel® "A" propane odorant, Buyer hereby agrees that all propane stenched with odorant will be odorized with the odorant mixed in a ratio of no less than one and one-half pounds (1.5 lbs.) plus or minus 10% per 10,000 U.S. gallons of propane.

With respect to natural gas odorants, Buyer hereby agrees that all natural gas stenched with odorant will be odorized so the gas is readily detectable by a person with a normal sense of smell at a concentration in air of one-fifth of the lower explosive limit as required by 49 C.F.R. § 192.625(a).

Buyer also warrants to Seller that Buyer's procedures for odorizing propane and/or natural gas will satisfy all applicable legal requirements and all the customary industry safety standards.

# READ THIS CAREFULLY

### 19. ODOR-FADE WARNING



A GAS LEAK CAN CAUSE A FIRE OR EXPLOSION

Be aware that the stenching chemical added to propane or natural gas to all persons in every

Instances where the odorant in an odorized



RESULTING IN SERIOUS INJURY OR DEATH.

gas to make it detectable may not warn of a gas leak or the presence of instance.

gas may be undetectable include:

- Odor intensity may fade or be eliminated for a variety of chemical and physical causes, including the oxidation of rusting pipes, adsorption into or sticking
  onto the interior of pipes or appliances, or absorption into liquids.
- Contact with soil in underground leaks may de-odorize or remove odorant from the gas.
- Some people have a diminished ability, or inability to smell the stench. Factors that negatively affect a person's sense of smell include age, gender, medical conditions, and alcohol/tobacco usage.
- The stench of odorized gas may not awaken sleeping persons.
- Other odors may mask or hide the stench.
- Exposure to the odor for even a short period of time, may cause nasal fatigue, where a person can no longer smell the stench.

Gas detectors listed by the Underwriters Laboratories (UL) can be used as an extra measure of safety for detecting gas leaks, especially under conditions where the odorant alone may not provide an adequate warning. Gas detectors emit a loud, shrill sound when gas is present and do not depend on sense of smell. Because the odor intensity can fade or people may have problems with their sense of smell, we recommend installing, per manufacturer's instructions, one or more combustible gas detectors, in suitable locations to ensure adequate coverage to detect gas leaks.

Educate yourself, your employees, and your customers with the content of this warning and other important facts associated with the so-called "odor-fade phenomenon."

If you need additional information regarding this warning or additional copies of the safety and warning information referenced in paragraph 17 above, please send your request to:

Chevron Phillips Chemical Company LP Attn: Specialty Chemicals 10001 Six Pines Drive The Woodlands, Texas 77380