

RECEIPT / ACCEPTANCE FORM
HUNTSMAN INTERNATIONAL LLC (“Huntsman”)
Bulk and Packed Motor Carrier Pick-Up and Delivery Policy

EMAIL: huntsman_pup@huntsman.com

For a current copy of the Bulk and Packed Motor Carrier Pick-Up and Delivery Policy (“PUP”) **please visit:** <https://www.huntsman.com/corporate/a/Home/Purchasing>. For a current copy of the Motor Carrier Authorized Access List (updated monthly) **please visit:** <https://www.huntsman.com/corporate/a/Home/Purchasing>. The PUP is subject to revision at Huntsman’s discretion at any time.

The following documentation must be fully completed and received at the email address above, prior to loading or unloading.

- Receipt / Acceptance Form**
- Certificate of Insurance (“COI”)** with an MCS-90 Endorsement on the COI for hazardous products (if applicable). It is the Carrier’s responsibility to provide renewal COIs.

Circle type of product transported:	NON-HAZARDOUS	HAZARDOUS	BOTH
Circle whether your services are:	BULK	PACKED	BOTH
Circle whether an order is pending:	YES	NO	

Carrier understands that by signing this acknowledgment, Carrier represents that he/she has read, and agrees to be bound by the terms and conditions of this PUP. The person signing below hereby represents that he/she is a representative of Carrier, duly authorized to sign this form on behalf of Carrier.

CARRIER (“Carrier”):
(Please Print)

 Completed by (First and Last Name)

 Date

 Title

 Signature

 Carrier Name

 Street or PO Box

 City/State/Zip

 US DOT Number

 Phone #

 Carrier Email

INSTRUCTIONS

(PLEASE READ BEFORE COMPLETING)

1. Complete Receipt / Acceptance Form (page 1)
 - Identify (circle) the following as applicable:
 - DOT Hazardous
 - DOT Non Hazardous
 - Both DOT Hazardous and DOT Non Hazardous
 - Bulk (dry or liquid) Carrier. (“**Liquid Bulk**” is defined as a container capable of transporting 3500 or more water gallons – i.e. tank truck, ISO container.)
 - Packed (van/box) Freight Carrier (“**Packed Freight**” is defined as bags, Gaylord boxes, totes, bulk bags, drums, pails, boxes.)
 - Both a bulk Carrier and a packed Carrier
 - Whether or not an order is pending (Yes / No)
2. Forward the Insurance Requirements (see page 3) to Carrier’s insurance agent(s) with instructions to email copies of the appropriate insurance documents to: huntsman_pup@huntsman.com.
3. All documentation must be in English.

Please note that once the completed Receipt / Acceptance form and Certificate of Insurance (COI) is submitted, it will take 1-2 business days to process the Carrier’s application.

POLICY APPLICATION

Huntsman’s Bulk and Packed Motor Carrier Pick-Up and Delivery Policy (“PUP”) applies to both Packed Freight and Liquid Bulk Freight (tank truck, dry bulk, ISO containers, etc.) equally unless a specific reference is made to one mode or another. PUP does not apply to small parcels, letters, packages or sample sizes less than one US gallon.

Overview / Background

Huntsman supports American Chemistry Council’s (“**ACC**”) Responsible Care. Huntsman’s requires all motor carriers to adhere to the PUP when loading or delivering any **liquid, gaseous or dry chemical or petroleum products** at any Huntsman facility. This is the case regardless of whether the load is controlled or arranged by Huntsman, a Customer – including customer pick-ups (“**CPU**”) or is Vendor nominated – and includes third party shipping points.

INSURANCE

Carriers are required to maintain on file with Huntsman Corporate Logistics current Certificates of Insurance (COI's) meeting or exceeding the following requirements:

1. All COI's must be issued on an insurance industry standard ACORD Form with values expressed in U.S. Dollars (see example, pg. 4).

- **Commercial General Liability**

- Per Occurrence: \$1 million
- Aggregate: \$2 million

- **Comprehensive Automobile Liability**

- Bulk – Hazardous: \$3 million + MCS-90 Endorsement (see 2, below)
- Bulk – Non-Hazardous: \$1 million
- Packaged – Hazardous: \$1 million + MCS-90 Endorsement (see 2, below)
- Packaged – Non-Hazardous: \$1 million

- **Cargo** \$100,000

(Note: Cargo waived on outbound customer pick-up carriers and inbound F.O.B. Destination deliveries).

2. The MCS-90 Endorsement must be noted on the COI in the Automobile Liability portion of the certificate or in the Description of Operations/Locations/Vehicles/Exclusions stating "MCS-90 Endorsement applies to xxx Policy and xxx Term" (fill in the appropriate policy number and term). Actual MCS-90 paperwork will not be accepted.

Note: Huntsman will not accept a MCS-82 Endorsement in lieu of the MCS-90 Endorsement unless previously agreed by written contract with Huntsman.

ADDITIONAL REQUIREMENTS

- 30 day prior written notice to Huntsman of cancellation or material change
- Insurers must have a financial strength rating of at least "A-" as rated by A.M. Best
- Risk Retention Groups (RRG's) are not accepted
- Carriers must provide renewal COI's as required so that COI's are current

CERTIFICATE HOLDER

Huntsman International LLC
Transportation & Logistics- ATTN: Christal Lapaglia
10003 Woodloch Forest Drive
The Woodlands, TX 77380

Fax: 281-719-6074

Email: huntsman_pup@huntsman.com

Certificate of Insurance

V6

Date: MM/DD/YY

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
NAME & ADDRESS OF INSURED		INSURER A: AM Best Rating A-, Or Better	
		INSURER B: AM Best Rating A-, Or Better	
		INSURER C: AM Best Rating A-, Or Better	
		INSURER D: AM Best Rating , Or Better	

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGG. LIABILITY APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) MED EXP (ANY ONE PERSON)
B	AUTOMOBILE <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> MCS90				COMBINED SINGLE LIMIT \$1,000,000 Or BODILY INJURY (Per accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 PROPERTY DAMAGE \$1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				ANY AUTO - EA ACCIDENT OTHER THAN AUTO: EACH ACCIDENT AGGREGATE
	EXCESS/UMBRELLA LIABILITY * <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL <input type="checkbox"/> WAIVER OF SUBROGATION				<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EA EMPLOYEE

Cargo Liability Each Occurrence \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

CERTIFICATE HOLDER Huntsman International LLC Transportation & Logistics 10003 Woodloch Forest Drive The Woodlands, TX 77380 Fax: 281-719-6074 Huntsman_pup@huntsman.com	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Certificate Must be Signed
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*Umbrella coverage may be totalled with other liability coverages in order to meet the requirements.

BACK ACORD_1

INDEMNITY

Carrier shall, to the full extent permitted by applicable law, indemnify, defend, and hold harmless Huntsman and its affiliates and their respective shareholders, directors, officers, employees, and agents (each an "**Indemnified Party**" and collectively "**Indemnified Parties**") from and against all claims, losses, damages, liabilities, fines, penalties, costs, and expenses (including all reasonable fees and disbursements of counsel) for possible harm including, but not limited to, personal injuries, death, property damage, commercial loss, or natural resources or environmental damage (including all reasonable fees and disbursements of counsel) (collectively, "**Losses**"), as incurred (payable promptly upon written request), arising from, in connection with, or otherwise with respect to (i) Carrier's negligence, gross negligence, willful misconduct, or strict liability in relation to or in connection with any entry or activities (including performance of Carrier's duties) upon at a Huntsman LLC (or an affiliate's) facility by Carrier or its employees or subcontractors, or (ii) any failure by Carrier to observe or perform any term or provision of this PUP or applicable law to be observed or performed by Carrier. Carrier shall not be liable to an Indemnified Party hereunder to the extent that any Loss is found in a final nonappealable judgment by a court to have resulted solely from Huntsman's negligence, gross negligence, or willful misconduct. The provisions of this paragraph shall survive the expiration or other termination of the services and any related agreement.

TWIC – Transportation Worker Identification Credential(s)

For Carriers picking up or delivering at certain facilities that are water served and therefore under the auspices of both the U.S. Coast Guard and the Department of Homeland Security (DHS), as required by the DHS, each driver shall possess and present a valid TWIC card to the appropriate security personnel.

Drivers arriving at a Huntsman facility without a valid TWIC card, where required, will be refused access. Neither Huntsman nor Huntsman's 3rd Party locations (for purposes of this PUP, "**Huntsman Facilities**") will be liable for any costs incurred by the driver, Carrier or any third party for failure to comply, including but not limited to costs for detention, equipment ordered but not used, or downtime. The Port Neches, Texas facility may be able to offer an escort at its sole discretion, but this option should not be relied upon and Carrier shall ensure its drivers carry a TWIC card.

It is the Carrier's responsibility to verify whether a valid TWIC card is needed before arriving at a Huntsman Facility for loading and/or unloading.

QUALIFIED DRIVERS:

All drivers picking up or delivering to Huntsman Facilities in the United States or Canada must meet all requirements of the US Federal Motor Carrier Administration, Division of Transportation (DOT) to be "a person qualified to drive a commercial motor vehicle," as provided in 49 C.F.R. Section 391.11. Proof of compliance (such as an Interstate CDL) may be required as a condition of entry into any such Huntsman Facility.

All drivers must be proficient in English.

CARRIER'S NAME

Carrier's name and DOT number must be on the driver's door of cab. Use of magnetic or temporary signs is permitted.

HM 232

All Carriers transporting hazardous materials from, to or within the U.S. must comply with the U.S. Department of Transportation HM 232 Security Requirements.