

F.E.R.C. No. 9.0.0

Cancels F.E.R.C. No. 4.2.0*

*(TransMontaigne Product Services Inc. Series)

[C] ~~ADOPTION SUPPLEMENT~~**[W] RAZORBACK L.L.C.****[C] ~~TRANSMONTAIGNE PRODUCT SERVICES INC.~~****(Brownsville Pipeline System)**

Local Pipeline Tariff

Containing

THE RATES, RULES AND REGULATIONS

Governing the Interstate Transportation by Pipeline of

Liquefied Petroleum Products

FROM: Exxon King Ranch Gas Plant, Kleberg County, Texas	TO: TransMontaigne Partners L.P. Terminal, Cameron County, Texas	RATE IN DOLLARS PER BARREL OF 42 UNITED STATES GALLONS: [U]\$0.714*
[N] La Gloria Gas Plant, Jim Wells County, Texas		

*Note: See item 4 in rules – minimum shipment quantity is 5,000 BPD.

Subject to the rules and regulations set forth in items 1 to 20 herein.

The Provisions published herein will, if effective, not result in an effect on the quality of the human environment.

The rates, routing and rules have been brought forward unchanged.

[N] Filed in compliance with 18 C.F.R. §341.6(c) – Complete adoption and § 342.2(b) – Establishing an initial rate.**[C] Effective November 30, 2012, this tariff publication became the tariff of Razorback L.L.C., as per its adoption notice F.E.R.C. No. 8.0.0.****[N] The rate and all rules have been brought forward unchanged from TransMontaigne Product Services Inc. F.E.R.C. No. 4.2.0 in accordance with Razorback's adoption notice F.E.R.C. 8.0.0, effective November 30, 2012.****ISSUED: November 30, 2012****EFFECTIVE: January 1, 2013**

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INDEX OF COMMODITIES

Liquefied Petroleum Gas, subject to the definitions and specifications set forth herein.

ITEM 1 GENERAL APPLICATION OF TARIFF

Carrier will transport LPG, only as defined herein, by pipeline from the points of origin to the destination named herein, only as provided in these rules and regulations.

ITEM 2 DEFINITIONS

- “Barrel” Means forty-two (42) United States gallons at sixty degrees Fahrenheit (60°) determined as prescribed in item 8 (measurement).
- “Carrier” Means and refers to [W] ~~Razorback L.L.C. TransMontaigne Product Services Inc.~~
- “Consignee” Means the party having ownership of LPG transferred to them.
- “Consignor” Means the party which rendered LPG to Carrier for transportation.
- “Delivery” The transfer of LPG from Carrier at destination to Consignee.
- “Linefill” The LPG in Carrier following receipt in the Pipeline System & before delivery to the Consignee.
- “LPG” Means Liquefied Petroleum Gas, as specifically defined in item 5.

“Nomination”	Any offer by a Shipper of a stated quantity of LPG for transportation from origin to destination in accordance with the rules and regulations of this tariff.
“ppmw”	Parts per million, weight.
“psig”	Pounds per square inch, gauge.
“Receipt”	The transfer of LPG from Shipper to origin Carrier.
“Shipper”	Means any party who gives notice to transport LPG under the provisions outlined in this tariff.
“Tender”	Physical delivery of product to carrier for receipt and ultimate delivery.

ITEM 3 SCHEDULING OF SHIPMENTS

Shipper desiring to originate LPG shall furnish Carrier a written notice (“Shipment Notice”) by the 15th day of the month prior to the calendar month during which Shipper desires transportation.

Shipper Notice shall specify the volume, origins and destinations of the LPG offered to Carrier. If Shipper does not furnish such notice, Carrier will be under no obligation to accept such LPG for transportation.

LPG will be accepted for transportation, subject to items contained herein, at such time and in such quantity as scheduled by Carrier.

Carrier will transport and deliver LPG with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors.

ITEM 4

TENDER QUANTITIES

LPG will be accepted by Carrier for transportation in quantities not less than 5,000 barrels for products meeting the specifications described in item 5, herein at the point of origin from one Shipper consigned to one Consignee.

ITEM 5

PRODUCT ACCEPTANCE SPECIFICATIONS

LPG accepted for transportation shall meet the following specifications issued by Carrier and any additional specifications that may be promulgated by Carrier from time to time:

PRODUCT	COMPONENTS/PROPERTIES	CONTENT/SPECIFICATIONS MINIMUM/MAXIMUM	ASTM METHOD
LPG Mix	Ethane	2% of volume Maximum	GC ** D-2163
	Pentane and heavier	2% of volume Maximum	
	Propane	90% of volume Minimum	
	Propylene	2% of volume Maximum	
	Normal butane	10% of volume Maximum	
	Butalyne	1% of volume Maximum	
	Vapor Pressure	200 psig Maximum	D-1267
	Corrosion of Cu strip, 1 hr @ 37.8 C	Standard 1 Maximum	D-1838
	Total Sulfur	140 ppm Maximum	D-4045
	Water	None	D-2713
	Specific Gravity	Report	D-1657

** Notes: "GC" = Gas Chromatograph

- Propane Content = propane + ethane + propylene
- Butane Content = n-butane + I-butane = butalyne + pentane and heavier.

LPG, before tender, shall be dehydrated sufficiently to prevent the deposition of free water in pipeline, and shall be free of suspended aqueous chemical solutions and solid matter in suspension. Consignor and Shipper warrant to Carrier that any LPG tendered to Carrier will conform with the specifications for such LPG.

If, upon investigation, Carrier determines that a Shipper has delivered to Carrier's facilities LPG that are not fungible with, or that has contaminated, the common fungible LPG stream being transported, rendering all or a portion of the fungible LPG stream undeliverable, Carrier reserves the right to treat or otherwise dispose of the contaminated LPG in any reasonable commercial manner and at the Shipper's expense.

Carrier reserves the right to refuse to accept any LPG that does not meet the foregoing acceptance requirements.

ITEM 6 ORIGIN AND DESTINATION FACILITIES

Carrier will not undertake to provide tankage for the receipt of LPG at the receiving point or for the delivery of LPG at destination. Shipments will be accepted for transportation only from tankage provided by Shipper at the established receiving point for delivery to Shipper, Consignor or Consignee at the destination.

ITEM 7 TESTING

Shipper will be required to furnish Carrier with a certificate from a licensed petroleum inspector setting forth the final tests showing the specifications of each shipment of LPG to be transported in Carrier's pipeline. Carrier may sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's certificate and carrier's test, the latter shall prevail.

ITEM 8

MEASUREMENT & VOLUME CORRECTIONS

No charge shall be made by Carrier for metering LPG upon receipt and delivery. All shipments tendered to Carrier for transportation shall be tested, gauged or metered by Carrier's representative prior to, or at the time of receipt from Shipper, but Shipper at all times may be present or represented during the testing, gauging or metering. Quantities shall be corrected as to temperature from observed temperatures to 60° F. Full deduction shall be made for all water and other impurities.

Carrier will adjust any overage or shortage of LPG with Shippers to allow for inherent losses or gains, including but not limited to shrinkage, evaporation, interface mixture, product measurements and other physical losses not due to negligence of Carrier. The adjustments for losses or gains will be allocated monthly among the Shippers in the proportion that the total number of barrels delivered out of the system for each Shipper bears to the total number of barrels delivered out of the system for all Shippers.

ITEM 9

IDENTITY OF SHIPMENTS

Carrier will not maintain the identity of LPG shipments and will commingle LPG received from the origin shown herein into a common fungible stream. LPG shall be accepted for transportation only on condition same will be subject to changes in gravity, color, quality or characteristics while in transit or as may result from unavoidable contamination and Carrier shall not be obligated to make delivery of identical LPG received for transportation. Carrier reserves the right at any time to substitute and deliver LPG of the same character as the LPG shipped.

ITEM 10

PRORATION OF PIPELINE CAPACITY

In the event Shippers' total requirements are greater than can be currently handled by Carrier, Carrier shall prorate available capacity so as to avoid discrimination among Shippers. The details of this procedure are set out in the following paragraphs.

Definitions

“ProrationMonth”	Is the calendar month for which space is being allocated.
“Calculation Month”	Is the calendar month preceding the proration month for which space is being allocated.
“Base Period”	Is the 12 calendar month period just preceding the calculation month. Individual months within the base period are designated by Nos. 1 through 12, with “month 1” being the most recent base period month and “month 12” being the oldest base period month.
“New Shipper”	Any Shipper who is not a Regular Shipper.
“Regular Shipper”	Any Shipper who had a record of movements of petroleum Product(s) in any eight (8) of months 1 through 12.
“Base Shipments”	Are the average monthly movements over a line segment by a Regular Shipper during the base period. Base Shipments will be calculated by dividing the total movements by a Regular Shipper during the base period by 12.
“Forecast Volumes”	Is the total of all nominations set forth in Shipment Notices for a given calendar month. If it appears to a Carrier that it will be necessary to allocate pipeline space for an extended period of time, Carrier may request Shippers to furnish in writing monthly forecasts of volumes to be shipped during the forward 24-calendar months. Carrier will carefully examine all Shipment Notices and forecasts using every means available to ensure that they are true and realistic and will challenge any Forecast Volumes, which appear to be inflated.

Proration procedure

When forecast volumes for any month exceed the capacity, space shall be allocated among Shippers in that segment by the following procedure:

- a. The forecast volumes for each Regular Shipper and each New Shipper shall be totaled and divided into the line capacity. The resultant fraction will be the “proration factor”.
- b. Each New Shipper shall be allocated space equal to its Forecast Volumes, up to a maximum of 50,000 barrels for each proration month, multiplied by the proration factor.
- c. The remaining capacity shall be allocated among Regular Shippers in proportion to their base Shipments.
- d. In the event any Shipper(s) is (are) allocated more capacity than its (their) forecast requirement, the excess of its (their) allocation(s) over its (their) forecasts(s) will be reallocated among all other Shippers in proportion to their unsatisfied requirements (i.e. each Shipper’s forecast minus initial allocation).

Proration penalty

To penalize inflation of Shippers’ nominations, a Shipper’s space allocation for the next proration month will be reduced by the amount of allocated throughput not shipped in the preceding proration month, unless such failure to use allocated throughput is excused by force majeure. For this purpose “force majeure” means any of the following which directly affects or involves facilities used in the production of LPG, and from which facilities LPG have been tendered for shipments under this tariff during any eight (8) of Months 1 through 12 of the base period: Acts of God, storm, flood, extreme weather, fire explosions, acts of war, quarantine, authority of law, strikes, riots, or breakdown of machinery or equipment.

General

Space allocated to a Shipper may neither be assigned to nor used for the benefit of another Shipper. Upon request of Carrier, a responsible official of a Shipper's company may be required to give assurances to Carrier that this provision has not been violated. In the event such provision is violated, the allocated space for all Shippers involved in the violation shall be reduced by the same amount of the unauthorized space obtained: The reduction being effective for the remainder of the current month as well as for the next month of proration for which pipeline capacity has not yet been allocated. Carrier may reallocate the space so withdrawn.

ITEM 11

PAYMENT OF CARRIER CHARGES

The Shipper shall pay all transportation and other lawful charges accruing on LPG delivered to and accepted by Carrier for Shipment by the due date stated in Carrier's invoice (see item 18), and if required by Carrier, shall prepay the same before delivery at point of origin. Carrier shall have a lien on all LPG in its possession belonging to Shipper to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper, and may withhold such LPG from delivery until all unpaid charges have been paid. Carrier reserves the right to set off any such charges against any monies owed to Shipper by Carrier or any LPG of Shipper in Carrier's custody. If said charges remain unpaid ten (10) days after the due date therefore, Carrier shall have the right, through an agent, to sell such LPG at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of LPG to be sold. At said sale Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of the sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

ITEM 12

ACCEPTANCE FREE FROM LIENS AND CHARGES

When any LPG tendered for transportation are involved in litigation, a dispute over ownership or title, or encumbered by a lien or charge of any kind, the Shipper shall also advise Carrier in writing not less than five (5) business days before tendering for shipment. Carrier will refuse receipt of delivery of any LPG for transportation which are involved in litigation or in a dispute over ownership or title unless Shipper provides proof of Shipper's lawful right to ship such LPG or provides satisfactory indemnity bond equal to the value of the LPG.

ITEM 13

LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery of or any loss of LPG caused by acts of God, storm, flood, extreme weather, fire, explosion, by acts of war, quarantine, authority of law, strikes, riots, by breakdown or accident to machinery or equipment, or by act of default of Shipper, Consignor, Consignee, or resulting from any other cause reasonably beyond the control of the Carrier and not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of LPG or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all LPG in the loss, and each Consignee shall be entitled to receive only that portion of its shipment remaining after deducting such Consignee's proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and Consignee showing the apportionment of any such loss.

ITEM 14

CLAIMS TIME FOR FILING

Notice of claims for delay, loss or damage must be made in writing to Carrier within nine (9) months after delivery of the LPG, or in the case of a failure to make delivery, then within nine (9) months after the date upon which Carrier would have reasonably completed delivery. Such written claim, as foresaid, shall be a condition precedent to any suit. Suit against Carrier shall be instituted only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

ITEM 15

SCHEDULING OF DELIVERY

When Shippers request delivery from the pipeline at a destination of a volume of LPG greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

ITEM 16

PIPEAGE AGREEMENT

Carrier may require separate agreements with this tariff and these regulations covering further details before any duty of transportation shall arise.

ITEM 17

APPLICATION OF RATES

The rates set forth in this tariff, in effect on the date LPG is tendered to Carrier for shipment, is applicable to all volumes shipped under this tariff.

ITEM 18

INVOICES

Unless other arrangements have been required by Carrier, in advance, Shipper will be invoiced by the 10th day of the month following the month in which the shipment was completed, and payment will be due by wire transfer of immediately available funds on the 15th of the month following the month in which the shipment was completed.

For purposes of making such payments, a "Business Day" will be a day of the year on which banks are not required or authorized to be closed in New York City. Whenever any payment of Carrier's charges shall be due on a day that is not a Business day, then payment shall be due on the next succeeding Business Day.

ITEM 19

ROUTING

The rates set forth herein apply via all routes of the Carrier except as otherwise specified.

ITEM 20

OWNERSHIP AND RETURN OF LINEFILL

Linefill shall be provided by Shippers and title to same shall remain with Shippers. Each month Carrier shall adjust the linefill so that each Shipper shall provide its pro rata amount of linefill based upon a ratio of the total shipments by the Shipper to the total shipments over the Pipeline system for the preceding months. If any Shipper shall cease to ship LPG then upon written notice to Carrier, the Shipper's linefill shall be returned to Shipper as part of its last shipment of LPG.

EXPLANATION OF LETTER DESIGNATIONS:

- [C] Cancel.
- [N] New.
- [U] Unchanged.
- [W] Change in Wording Only.

FERC rendition of the electronically filed tariff records in Docket No. IS13-00076-000

Filing Data:

CID: C002365

Filing Title: Razorback Tariff Filing

Company Filing Identifier: 11301202

Type of Filing Code: 830

Associated Filing Identifier:

Tariff Title:

Tariff ID: 100

Payment Confirmation:

Suspension Motion:

Tariff Record Data:

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

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Record Narrative Name:

Tariff Record ID: 200

Tariff Record Collation Value: 200 Tariff Record Parent Identifier: 0

Proposed Date: 2013-01-01

Priority Order: 105

Record Change Type: Change

Record Content Type: 1

Associated Filing Identifier:

F.E.R.C. No. 9.0.0 Cancels F.E.R.C. No. 4.2.0* *(TransMontaigne Product Services Inc. Series) [C] [W] RAZORBACK L.L.C. [C] (Brownsville Pipeline System)		
Local Pipeline Tariff Containing THE RATES, RULES AND REGULATIONS Governing the Interstate Transportation by Pipeline of Liquefied Petroleum Products		
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Carrier will transport LPG, only as defined herein, by pipeline from the points of origin to the destination named herein, only as provided in these rules and regulations.

ITEM 2 DEFINITIONS

“Barrel”	Means forty-two (42) United States gallons at sixty degrees Fahrenheit (60°) determined as prescribed in item 8 (measurement).
“Carrier”	Means and refers to [W] Razorback L.L.C.
“Consignee”	Means the party having ownership of LPG transferred to them.
“Consignor”	Means the party which rendered LPG to Carrier for transportation.
“Delivery”	The transfer of LPG from Carrier at destination to Consignee.
“Linefill”	The LPG in Carrier following receipt in the Pipeline System & before delivery to the Consignee.
“LPG”	Means Liquefied Petroleum Gas, as specifically defined in item 5.

“Nomination”	Any offer by a Shipper of a stated quantity of LPG for transportation from origin to destination in accordance with the rules and regulations of this tariff.
“ppmw”	Parts per million, weight.
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ITEM 3

SCHEDULING OF SHIPMENTS

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Shipment Notice shall specify the volume, origins and destinations of the LPG offered to Carrier. If Shipper does not furnish such notice, Carrier will be under no obligation to accept such LPG for transportation.

LPG will be accepted for transportation, subject to items contained herein, at such time and in such quantity as scheduled by Carrier.

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LPG accepted for transportation shall meet the following specifications issued by Carrier and any additional specifications that may be promulgated by Carrier from time to time:

PRODUCT	COMPONENTS/PROPERTIES	CONTENT/SPECIFICATIONS MINIMUM/MAXIMUM	ASTM METHOD
LPG Mix	Ethane	2% of volume Maximum	GC ** D-2163
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** Notes: "GC" = Gas Chromatograph

- Propane Content = propane + ethane + propylene
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If, upon investigation, Carrier determines that a Shipper has delivered to Carrier's facilities LPG that are not fungible with, or that has contaminated, the common fungible LPG stream being transported, rendering all or a portion of the fungible LPG stream undeliverable, Carrier reserves the right to treat or otherwise dispose of the contaminated LPG in any reasonable commercial manner and at the Shipper's expense.

Carrier reserves the right to refuse to accept any LPG that does not meet the foregoing acceptance requirements.

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ORIGIN AND DESTINATION FACILITIES

Carrier will not undertake to provide tankage for the receipt of LPG at the receiving point or for the delivery of LPG at destination. Shipments will be accepted for transportation only from tankage provided by Shipper at the established receiving point for delivery to Shipper, Consignor or Consignee at the destination.

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Carrier will adjust any overage or shortage of LPG with Shippers to allow for inherent losses or gains, including but not limited to shrinkage, evaporation, interface mixture, product measurements and other physical losses not due to negligence of Carrier. The adjustments for losses or gains will be allocated monthly among the Shippers in the proportion that the total number of barrels delivered out of the system for each Shipper bears to the total number of barrels delivered out of the system for all Shippers.

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IDENTITY OF SHIPMENTS

Carrier will not maintain the identity of LPG shipments and will commingle LPG received from the origin shown herein into a common fungible stream. LPG shall be accepted for transportation only on condition same will be subject to changes in gravity, color, quality or characteristics while in transit or as may result from unavoidable contamination and Carrier shall not be obligated to make delivery of identical LPG received for transportation. Carrier reserves the right at any time to substitute and deliver LPG of the same character as the LPG shipped.

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- a. The forecast volumes for each Regular Shipper and each New Shipper shall be totaled and divided into the line capacity. The resultant fraction will be the “proration factor”.
- b. Each New Shipper shall be allocated space equal to its Forecast Volumes, up to a maximum of 50,000 barrels for each proration month, multiplied by the proration factor.
- c. The remaining capacity shall be allocated among Regular Shippers in proportion to their base Shipments.
- d. In the event any Shipper(s) is (are) allocated more capacity than its (their) forecast requirement, the excess of its (their) allocation(s) over its (their) forecasts(s) will be reallocated among all other Shippers in proportion to their unsatisfied requirements (i.e. each Shipper’s forecast minus initial allocation).

Proration penalty

To penalize inflation of Shippers’ nominations, a Shipper’s space allocation for the next proration month will be reduced by the amount of allocated throughput not shipped in the preceding proration month, unless such failure to use allocated throughput is excused by force majeure. For this purpose “force majeure” means any of the following which directly affects or involves facilities used in the production of LPG, and from which facilities LPG have been tendered for shipments under this tariff during any eight (8) of Months 1 through 12 of the base period: Acts of God, storm, flood, extreme weather, fire explosions, acts of war, quarantine, authority of law, strikes, riots, or breakdown of machinery or equipment.

General

Space allocated to a Shipper may neither be assigned to nor used for the benefit of another Shipper. Upon request of Carrier, a responsible official of a Shipper's company may be required to give assurances to Carrier that this provision has not been violated. In the event such provision is violated, the allocated space for all Shippers involved in the violation shall be reduced by the same amount of the unauthorized space obtained: The reduction being effective for the remainder of the current month as well as for the next month of proration for which pipeline capacity has not yet been allocated. Carrier may reallocate the space so withdrawn.

ITEM 11

PAYMENT OF CARRIER CHARGES

The Shipper shall pay all transportation and other lawful charges accruing on LPG delivered to and accepted by Carrier for Shipment by the due date stated in Carrier's invoice (see item 18), and if required by Carrier, shall prepay the same before delivery at point of origin. Carrier shall have a lien on all LPG in its possession belonging to Shipper to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper, and may withhold such LPG from delivery until all unpaid charges have been paid. Carrier reserves the right to set off any such charges against any monies owed to Shipper by Carrier or any LPG of Shipper in Carrier's custody. If said charges remain unpaid ten (10) days after the due date therefore, Carrier shall have the right, through an agent, to sell such LPG at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of LPG to be sold. At said sale Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of the sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

ITEM 12

ACCEPTANCE FREE FROM LIENS AND CHARGES

When any LPG tendered for transportation are involved in litigation, a dispute over ownership or title, or encumbered by a lien or charge of any kind, the Shipper shall also advise Carrier in writing not less than five (5) business days before tendering for shipment. Carrier will refuse receipt of delivery of any LPG for transportation which are involved in litigation or in a dispute over ownership or title unless Shipper provides proof of Shipper's lawful right to ship such LPG or provides satisfactory indemnity bond equal to the value of the LPG.

ITEM 13

LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery of or any loss of LPG caused by acts of God, storm, flood, extreme weather, fire, explosion, by acts of war, quarantine, authority of law, strikes, riots, by breakdown or accident to machinery or equipment, or by act of default of Shipper, Consignor, Consignee, or resulting from any other cause reasonably beyond the control of the Carrier and not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of LPG or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all LPG in the loss, and each Consignee shall be entitled to receive only that portion of its shipment remaining after deducting such Consignee's proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and Consignee showing the apportionment of any such loss.

ITEM 14

CLAIMS TIME FOR FILING

Notice of claims for delay, loss or damage must be made in writing to Carrier within nine (9) months after delivery of the LPG, or in the case of a failure to make delivery, then within nine (9) months after the date upon which Carrier would have reasonably completed delivery. Such written claim, as foresaid, shall be a condition precedent to any suit. Suit against Carrier shall be instituted only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

ITEM 15

SCHEDULING OF DELIVERY

When Shippers request delivery from the pipeline at a destination of a volume of LPG greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

ITEM 16

PIPEAGE AGREEMENT

Carrier may require separate agreements with this tariff and these regulations covering further details before any duty of transportation shall arise.

ITEM 17

APPLICATION OF RATES

The rates set forth in this tariff, in effect on the date LPG is tendered to Carrier for shipment, is applicable to all volumes shipped under this tariff.

ITEM 18

INVOICES

Unless other arrangements have been required by Carrier, in advance, Shipper will be invoiced by the 10th day of the month following the month in which the shipment was completed, and payment will be due by wire transfer of immediately available funds on the 15th of the month following the month in which the shipment was completed.

For purposes of making such payments, a "Business Day" will be a day of the year on which banks are not required or authorized to be closed in New York City. Whenever any payment of Carrier's charges shall be due on a day that is not a Business day, then payment shall be due on the next succeeding Business Day.

ITEM 19

ROUTING

The rates set forth herein apply via all routes of the Carrier except as otherwise specified.

ITEM 20

OWNERSHIP AND RETURN OF LINEFILL

Linefill shall be provided by Shippers and title to same shall remain with Shippers. Each month Carrier shall adjust the linefill so that each Shipper shall provide its pro rata amount of linefill based upon a ratio of the total shipments by the Shipper to the total shipments over the Pipeline system for the preceding months. If any Shipper shall cease to ship LPG then upon written notice to Carrier, the Shipper's linefill shall be returned to Shipper as part of its last shipment of LPG.

EXPLANATION OF LETTER DESIGNATIONS:

- [C] Cancel.
- [N] New.
- [U] Unchanged.
- [W] Change in Wording Only.