

BP Pipelines (North America) Inc.

LOCAL TARIFF

Applying on the transportation of

PETROLEUM PRODUCTS

As Defined Herein

The rate named in this tariff is for the transportation of Petroleum Products by Carrier, subject to the rules and regulations published herein.

| Table of Rates | | | |
|--|---|---|---|
| FROM | TO | Base Rate in Cents per Barrel of 42 United States Gallons | [N] <u>Volume Incentive Rate in Cents per Barrel of 42 United States Gallons (Note 1)</u> |
| Whiting Indiana (Lake County) | Dickson Tennessee (Dickson County) | [U] 265.00 | [N] <u>27.00</u> |

[N] Note 1 – The Base Rate applies to volumes shipped up to and including 15,000 Barrels per day per month. The Volume Incentive Rate applies to volumes shipped in excess of 15,000 Barrels per day per month.

Filed in compliance with 18 CFR § [W] 342.4(c) (Settlement Rates) ~~342.2(a) (Establishing initial rates).~~

- [N] New
- [U] Unchanged Rate
- [W] Change in wording only

ISSUED NOVEMBER 30, 2022

EFFECTIVE JANUARY 1, 2023

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

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RULES AND REGULATIONS

ITEM NO. 5 ABBREVIATIONS AND DEFINITIONS

As used in these rules and regulations, the following terms have the following meanings:

"Barrel" means forty-two United States gallons.

"Batch" means a quantity of Petroleum Products handled through Carrier's pipeline facilities as a unit.

"Carrier" means and refers to BP Pipelines (North America) Inc.

"Consignee" means the party to whom a Shipper has ordered the delivery of Petroleum Products.

"F.E.R.C." means Federal Energy Regulatory Commission.

"No." means number.

"Operational Batch" means batch of Petroleum Products meeting Carrier's specifications that may be commingled with other batches of Petroleum Products meeting with the same specifications.

"Petroleum Products" means gasolines, naphthas and petroleum oil distillates as further described in Item No. 30.

"Nomination" means an offer by a Shipper to the Carrier of a stated quantity of Petroleum Products for transportation from a specified origin or origins to a specified destination.

"Shipper" means the party who contracts with the Carrier for transportation of Petroleum Products under the terms of this tariff.

"Tender" means delivery of Petroleum Products to Carrier for Shipment.

ITEM NO. 10 COMMODITY

Under this tariff the Carrier is engaged in the transportation of Petroleum Products by pipe line and will not accept any other commodity for transportation.

ITEM NO. 15 NOMINATIONS

Petroleum Products will be accepted for transportation only on properly executed Nominations, as defined in Item No. 5. Shippers desiring to Tender Petroleum Products for transportation shall make in writing a separate Nomination for each calendar month on or before the 15th day of the preceding month with regular updates provided as needed prior to the shipment. The Nomination will be accepted only when the total quantity covered by such Nomination will be made available for transportation within the calendar month.

ITEM NO. 20 QUANTITIES

Petroleum Products will be accepted from facilities to which the Carrier is connected in shipments of not less than 10,000 Barrels of the same kind, quality, and characteristics from one point of origin for delivery at one destination unless operating conditions as determined solely by Carrier permit smaller Batch sizes.

NO. 25 BUFFER MATERIAL

As required to protect the quality of commodities in transit, the Carrier, as a condition of shipment, may require the Shipper to furnish buffer material in kind and quantity satisfactory to the Carrier. Carrier will deliver such buffer material, which may include other commodities commingled with it, into the facilities which shall be supplied by the Shipper or Consignee at destination.

ITEM NO. 30 QUALITY SPECIFICATIONS

(a) Carrier will accept for transportation only good marketable Petroleum Products of acceptable character readily susceptible of transportation through Carrier's existing facilities, and which will not materially affect the quality of other shipments being transported, or cause a disadvantage to any other Shipper.

(b) Specification requirements for all products delivered into the pipeline are documented in Carrier's Whiting to Dickson Product Pipeline System Product Quality Manual. All Tenders must be in compliance with the policies stated in the current version of this manual. The manual can be obtained online at [Tariffs | Products and services | Home \(bp.com\)](#). Carrier may, but shall not be required to, sample and/or test any Operational Batch prior to acceptance (or

during receipt) of Operational Batch. In the event of finding a variance from specification, Carrier reserves the right to reject such product.

ITEM NO. 40 DELIVERY

(a) Since Carrier does not have available and does not hold itself out to provide storage for Shipper's Petroleum Products, at origin, destination, or intermediate points, no duty to transport will arise until evidence satisfactory to Carrier has been furnished that Shipper or Consignee has provided necessary facilities to which Carrier is connected and has made necessary arrangements for acceptance of delivery at destination of the same quantity of Petroleum Products offered for transportation at origin.

(b) In the event Carrier has accepted Petroleum Products for transportation in reliance upon Shipper's representations as to acceptance at destination, and there is a failure to take such Petroleum Products at destination as provided in this tariff, then and in such an event, Carrier shall have the right, on 24-hour-notice to Shipper, to sell such Petroleum Products at private sale for the best price obtainable. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier may pay itself all transportation charges and other necessary expense of caring for and maintaining the Petroleum Products and the balance shall be held for whomsoever is lawfully entitled thereto.

ITEM NO. 45 MEASURING, DEDUCTIONS AND ADJUSTMENTS

(a) All Petroleum Products tendered Carrier for transportation shall be gauged or metered by a representative of Carrier prior to, or at the time of receipt from the Shipper. Quantities shall be corrected as to temperature and pressure from observed values to standards customary in the industry. Full deductions will be made for all water and other impurities in products received or delivered. Shippers or Consignees shall have the privilege of being present or represented at the times of measuring and testing.

(b) Pursuant to Item 60, Petroleum Products quantities transported may be adjusted to allow for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses. Carrier's loss adjustments will be made on the basis of total quantities transported and shall be based on actual historical loss experience.

(c) The net quantities as determined under paragraphs (a) and (b) of this item will be the amounts accountable at destination.

ITEM NO. 50 RATES APPLICABLE

Petroleum Products accepted for transportation shall be subject to the rates, charges, rules and regulations in effect on the date of receipt of such Petroleum Products by the Carrier. Transportation and all other lawful charges will be collected on the basis of the net quantities of Petroleum Products delivered. All net quantities will be determined in the manner provided in Item 45.

ITEM NO. 55 PAYMENT OF CHARGES

The Shipper shall be responsible for payment of transportation charges applicable to the Shipper, and if required, shall prepay such charges or furnish guaranty of payment satisfactory to the Carrier.

ITEM NO. 60 LIABILITY OF CARRIER

(a) The Carrier, while in possession of any Petroleum Products, will not be liable for any loss thereof, or damage thereto, or delay, caused by an act of God, the public enemy, quarantine, the authority of law, or of public authority, strikes, riots, insurrection, inherent nature of the goods, or the act or default of the Shipper or Consignee or for any other cause not due to the negligence of the Carrier.

(b) Any losses of Petroleum Products will be charged proportionately to each Shipper in the ratio that their Petroleum Products, or portion thereof, received and undelivered at the time the loss occurs, bears to the total of Petroleum Products then in the custody of the Carrier for transportation via the lines or other facilities in which the loss occurs; and the Carrier will be obligated to deliver only that portion of such Petroleum Products remaining after deducting Shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.

(c) Carrier will not be liable for discoloration, commingling, contamination, or deterioration of Petroleum Products resulting from the normal operation of a products pipe line system in batching various kinds of products, and the products so commingled or contaminated will be equitably apportioned among and delivered to the Shippers participating in the products cycle or cycles in which the commingling or contamination occurs.

ITEM NO. 65 TITLE

An offer of Petroleum Products shall be deemed a warranty of title by the party tendering, but acceptance shall not be deemed a representation by the Carrier as to title. The Carrier will, in the absence of adequate security, decline to receive any Petroleum Products which is in litigation, or as to which a dispute over title may exist, or which is encumbered by any lien of which the Carrier has notice. Adequate security is considered to be Shipper's proof of perfect and unencumbered title or a satisfactory indemnity bond.

ITEM NO. 70 TIME LIMITATION ON CLAIMS

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with the Carrier within nine months and one day after delivery of the property, or in case of failure to make delivery then within nine months and one day after reasonable time for delivery, based on Carrier's normal operations, has elapsed; and suits shall be instituted against the Carrier only within two years and one day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier hereunder will not be liable, and such claims will not be paid.

ITEM NO. 75 LINE FILL AND TANK BOTTOM INVENTORY

Prior to delivering barrels out of Carrier's pipeline system, each Shipper will be required to supply a pro rata share of Petroleum Products necessary for minimum pipeline and facility line fill necessary to ensure efficient operation of Carrier's pipeline system. Petroleum Products provided by Shippers for this purpose may be withdrawn only after: (1) Shipments have ceased and the Shipper has notified Carrier in writing of its intention to discontinue shipments in Carrier's system, and (2) Shipper balances have been reconciled between Shipper and Carrier. Carrier shall have a reasonable period of time from the receipt of said notice to complete administrative and operational requirements incidental to Shipper withdrawal.

ITEM NO. 80 PRORATION PROCEDURES

When there shall be nominated to the Carrier for transportation on the Carrier's pipeline system or any part thereof under applicable tariffs more Petroleum Products than can be currently transported, the transportation furnished by the Carrier shall be apportioned among Shippers in accordance with Carrier's BP Pipelines (North America) Inc. Proration Policy dated June 1, 2022. Copies of this proration policy will be made available upon request, to any Shipper or potential Shipper by request at bptariffs@bp.com.

ITEM NO. 90 ORIGIN/DESTINATION FACILITIES

No duty to transport will arise until evidence satisfactory to the Carrier has been furnished that Consignee has provided necessary facilities to which Carrier is connected and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination, as provided in these rules and regulations.