



Protecting Our Marine Environment

**A Best Practice
Approach to
Marine Refuelling**

www.baileysmarine.com.au



Certified
Environmental
Management

ISO 14001 Lic 20053
SAI Global

AUG 2011

Emergency Contact List

BAILEY'S MARINE - EMERGENCY RESPONSE

All Hours

1300 224 539

FREMANTLE (HEAD OFFICE) 1300 224 539

8am to 5pm Weekdays
(WST)

FIRE / POLICE / AMBULANCE 000

SYDNEY OFFICE

Contact Name: _____

Contact No: _____

DARWIN OFFICE

Contact Name: _____

Contact No: _____

Graham Bailey PTY LTD ABN 13 008 677 370

P.O. Box 979 Fremantle, WA 6959 28 Mews Road, Fremantle, WA 6160

Tel: 61 8 9335 7822 Fax: 61 8 9430 4618



HEALTH SAFETY AND ENVIRONMENTAL POLICY

Health, Safety and Environmental (HSE) responsibilities are integral to the way we do business. As a major Australian marine fuel distributor and infrastructure Company Baileys Marine Fuels Australia (BMFA) recognises the risks associated with operating in close proximity to the marine environment, particularly in respect to handling hydrocarbons. Successfully managing HSE issues is an essential component of BMFA's business strategy.

BMFA is committed to:

- The use of processes, practices, techniques, materials, products, services or energy to avoid, reduce or control (separately or in combination) the creation, emission or discharge of any type of pollutant or waste, in order to reduce adverse environmental impacts.
- Conducting our operations in compliance with all relevant environmental regulations, licences and legislation.
- Systematically identify and control environmental risks arising from our operations by establishing and maintaining an environmental management system in compliance with the ISO 14001 Environmental Management System Standard.
- Seek to continually improve our environmental performance by setting and reviewing environmental objectives and targets.
- Promoting a culture that encourages employees, contractors and clients to identify and promote health safety and environmental initiatives.
- Providing a safe environment for employees, contractors, stakeholders, customers and third parties who operate on our premises and or use our facilities.

Our mission is to be the industry leader in the delivery of marine services, fuels, lubricants and associated infrastructure to the Australian marine industry through the adoption of industry best practice dedicated to minimising impacts to the environment and preventing harm to our employees, our clients, our communities, and all others who could be affected by our activities.

In order to achieve these objectives, we will identify HSE risks arising from our activities and through the observance and promotion of this policy, we aim to protect the environment we operate in and enhance the overall well-being of all of our stakeholders, specifically, our employees, customers, subcontractors, and the wider community.

BMFA strives for continual improvement in the performance of all our activities.

Scott Bailey
Director



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1. Baileys Marine Fuels Australia

Thank you for choosing to be a customer of Baileys Marine Fuels Australia.

We welcome you to join us in our total commitment to a culture of no harm to people and protection of our precious marine environment.

We are proud to have achieved ISO14001 Environmental Management Accreditation and are keen to share our knowledge and procedures with our customers.



“Bailey’s Marine Fuels Australia (BMFA), established in 1986 is one of Australia’s leading providers of specialist marine fuels and lubricants to both the commercial and recreational marine industries. We operate nationally with our headquarters located in Fremantle Western Australia one of Australia’s busiest ports.”

2. Why have Refuelling Guidelines ?

Baileys Marine Fuels has produced these guidelines to assist our customers and contractors increase their environmental awareness and in turn adopt safe practices when refuelling their vessels at our facilities.

- Spills of fuels and oils into the marine environment are of great concern. The cumulative effects of multiple spills, however small add up to a significant impact on our marine environment. Spills can occur from wharfs, jetties, vessels and launching ramps. All users of these facilities should be aware of, and adopt the correct procedures when handling fuels and oils.
- Fuels and oils contain Polycyclic Aromatic Hydrocarbons, these are carcinogens, which have been proven to contribute to diseases in marine organisms and can also impact on human health.
- Fuels and oils if handled incorrectly, and in the wrong environment can become volatile resulting in harm to both life and property. Diesel is classed as non-flammable, however petrol, (used primarily in recreational boating) is classed as a dangerous good and extreme care should be taken when handling.
- Refuelling activity involves both manual handling and a need to be aware of the surrounding environment. Unsafe practices can lead to injury and in extreme circumstances death.

When refuelling your vessel and operating the dispensing equipment extreme care should be taken to avoid spills, fire, and accidents. We all have a duty of care to protect the marine environment, coastal amenities, and ourselves.

3. Our Shared Obligations

Bailey's Marine obligations to you, our customer:

As a responsible company engaged in the distribution of marine fuel and oil products we adhere strictly to government legislation concerning the environment. We are committed to providing you the customer with the most environmentally safe delivery platform in which to operate.

We are governed primarily by AS1940 - The Storage and Handling of Flammable and Combustible Liquids, The Environmental Protection Act (EPA) 1986 and the Pollution of Waters by Oil and Noxious Substances Act 1987. Under these acts, pollution is a prosecutable offence that we take very seriously. We ask you to make yourself familiar with all relevant legislation that is applicable to you state and assist us to care for the environment. Copies of the relevant acts are available on our website.

www.baileysmarine.com.au

Our Customers obligations to the environment:

As a consumer of marine fuel and oil products you also have obligations under the above acts.

There is a definite responsibility for all persons involved in marine refueling to eliminate the escape of petroleum product into the rivers or sea. There are heavy penalties that apply to individuals and corporations who do not manage to prevent spillage. It is the sole responsibility of the vessel's Skipper / Engineer for all refueling activities. (Refer 5.1 & 5.2)

- Set a S.F.L (Safe fill Limit) for each tank to allow for expansion or trim. This is not the capacity of the tank.
- Prior to refueling, determine volume to be pumped into each tank. Without exceeding the S.F.L.
- Buckets or safety bags are to be placed at each breather while refueling wherever possible.
- The Skipper or a responsible person as delegated by the Skipper must stand by the nozzle or inlet and maintain a visual check in the breather.
- While refueling two people must be assigned to the vessel at all times, one at a handpiece and one at the cabinet to activate Emergency Stop Button should an emergency occur.
- All spillages are to be reported to the owner of the vessel and Bailey's Marine Fuels Australia within 24 hours of the incident.



We would welcome customers' feedback and queries concerning the requirements and would like to advise that our company will not protect those who abuse the service.

4. Environmental Legislation

Legislation has been put in place to cover the duties and limitations on individuals and companies regarding emissions and discharges of pollutants or waste product into the environment. Here are two examples from Western Australia

The Environmental Protection Act (EPA) 1988.

- Under the EPA Act the occupier of any premises who does not take all reasonable steps to prevent pollution of the environment or does not comply with any laws or licence conditions is guilty of an offence and liable to be fined. Fines imposed - up to \$250,000 for individuals and \$1,000,000 for companies.
- Individuals (Consumers) who do not take all reasonable steps to prevent pollution of the environment are also guilty of an offence and liable to be fined. Fines imposed - up to \$25,000.

Pollution of waters by Oil and Noxious Substances Act 1987.

The act relates to the protection of the Sea and certain waters from pollution by oil and other noxious substances discharged from vessels and places on land.

- Under the act if any discharge of oil or oily mixture occurs from a place on land into state waters, the occupier of that land is guilty of an offence punishable, upon conviction, by a fine not exceeding \$50,000 for individuals and \$250,000 for companies. Clean up costs and expenses may be awarded whether or not the owner, master, occupier or person is convicted of an offence.
- Individuals (Consumers) who discharge oil or any oily mixture into any state waters by reason of a wrongful or negligent act or omission in a transfer operation (refueling) is guilty of an offence punishable, upon conviction, by a fine not exceeding \$50,000 for individuals and \$250,000 for companies. Clean up costs and expenses may be awarded whether or not the owner, master, occupier or person is convicted of an offence.

We ask you to make yourself familiar with all relevant legislation that is applicable to you and your State or Territory. Copies of the relevant acts are available on our website.

www.baileysmarine.com.au



5. Refuelling Procedures

5.1 Refuelling Code Of Practice

There is definite responsibility for all persons involved in marine refueling to eliminate the escape of petroleum product into rivers or sea. There are heavy penalties, which apply to individuals, and corporations

who do not manage to prevent spillage.

- Prior to refueling, extinguish all cigarettes, cigars and any naked Flames
- Prior to refueling, determine each volume to be pumped into each tank Without exceeding the S.F.L.
- Buckets or safety bags are to be placed at each breather while refueling wherever possible.
- It is the sole responsibility of the vessel's Engineer for all refueling activities.
- Refuelling of a vessel rafted up greater than two wide is prohibited.
- All required work permits for the area must be adhered to.
- All hot works on the vessel, any rafted vessel or within 20 metres of the refuelling point must be ceased.
- The Engineer or a responsible person as delegated by the Engineer must stand by the nozzle or inlet and maintain a visual check on the breather.
- While refueling two people must be assigned to the vessel at all times, one assigned to a handpiece and one at the cabinet to activate Emergency Stop Button should an emergency occur.
- All on vessel spillages or wharf spillages are to be reported to the owner of the vessel and Bailey's Marine Fuels on the incident form provided or on the website within 24 hours of the incident.

6. Preventing and Managing Spills

6.1 Managing Spills

- Attempt to contain the spill unless it is petrol. Spills involving petrol must be left to professionals as petrol is extremely flammable.
- Any spill regardless of size, which is on the water or may enter a waterway must be reported immediately reported to Bailey's Marine Fuels on 1300 224 539.
- If the spill is small, absorbent pads should be immediately placed on the spill and then removed and disposed of appropriately.
- For larger spills, professional help should immediately be sought. In the interim try to contain the spill with absorbent pads. If there is a spill kit available the use of booms and mops in conjunction with pads should be used.
- For land based spills all efforts should be made to contain the spill and prevent it entering the water system.
- For larger land based spills contact the Metropolitan Fire service or Country Fire Service for help with the cleanup
- **Do not use detergents or chemicals on spills**

6.2 Spill Kits

- We recommend every vessel carries absorbent pads.
- Spill kits are located nearby at most refuelling locations.
- Spill kits contain booms, pads, pillows, mops, gloves and plastic bags for the safe disposal of used materials.
- Local authorised officers, marina owners/managers, key users and Bailey's staff have been trained in the correct use of spill kits. They should be contacted and their assistance sought in the first instance.

6.3 Reporting Spills

When reporting a spill please provide the following information:

- When and where the incident occurred and whether it has ceased.
- Type of substance and estimated quantity released
- Any activity initiated to contain the spill
- Source of the spill
- Name of vessel.
- Your contact details

Contacts **Metropolitan Fire Service** **000**
Country Fire Service **000**
Baileys Marine Fuels Australia **1300 224 539**

7. Prevention of Fire

7.1 Sources of Ignition

Fire at any Baileys Marine Fuels Australia Facility can be catastrophic hence our aim is to prevent or limit sources of ignition entering our sites. All customers using our facilities or contractors working on site must understand the hazards presented by sources of ignition.

There are generally four sources of ignition:

1. Naked flame, sparks, matches, lighters, cigarettes etc.
2. Static electrical discharges when handling product
3. Non-flameproof equipment mobile phones, pagers, cameras, radios. This also includes equipment used in hot works activity, where an appropriate work permit is required.
4. Motor vehicles and ancillary equipment.

7.2 Static Electricity

Static electricity is a build up of electrical charges on a body and is caused by friction between two dissimilar materials. It is generated every time we move product through a pipeline or hose and it is for this reason procedures must be followed for correct bonding of vessels and containers EVERY time product is transferred.

7.3 Prevention of Fire

- Turn off mobile phones, extinguish cigarettes, cease any hot works.
- With the storage and handling of flammable liquids and gases, there is always the risk of vapors being present. Petroleum vapors and gases are heavier than air and may accumulate in bilges and confined spaces.
- All portable equipment for use within the hazardous area must be certified intrinsically safe to the appropriate zone standard.
- Ensure all hot work is in accordance with Safe Work Permit conditions.
- Know the location of site fire fighting equipment, emergency stops, fire extinguishers, and emergency contact numbers.
- Keep on board fire extinguishers close and accessible during refuelling.

7.4 The Fire Triangle

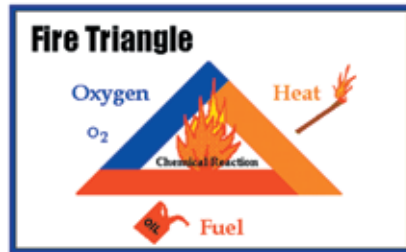
In order to understand how fire extinguishers work, you first need to know a little bit about fire.

Four things must be present at the same time in order to produce fire:

1. Enough oxygen to sustain combustion
2. Enough heat to raise the material to its ignition temperature
3. Some sort of fuel or combustible material, and
4. The chemical, exothermic reaction that is fire

Oxygen, heat, and fuel are frequently referred to as the "fire triangle." Add in the fourth element, the chemical reaction, and you actually have a fire "tetrahedron." The important thing to remember is taking any of these four things away, and you will not have a fire or the fire will be extinguished.

Essentially, fire extinguishers put out fire by taking away one or more elements of the fire triangle/tetrahedron. Fire safety, at its most basic, is based upon the principle of keeping fuel sources and ignition sources separate



7.5 Fire Equipment

Fire fighting equipment placed on site may ONLY be used for emergency

use and not be taken from fire boxes. The most common fire extinguisher on site is a 9kg Dry Chemical Powder type. Contractors and staff working on site and carrying out hazardous tasks require training in use of fire extinguishers

Two colour schemes for fire extinguishers exist		EXTINGUISHANT
PRE 1999	FROM 1999	
		WATER
		WET CHEMICAL
		FOAM
		DRY CHEMICAL
		CARBON DIOXIDE
		VAPORISING LIQUID

8. Work Practices

8.1 What We Expect of You

Customers are our most valuable asset. The most elaborate rules, legislation or procedures cannot overcome a poor personal attitude toward health safety and the environment.

- Follow procedures. **If you are not sure please ask.**
- Be aware of signage
- KEEP YOUR EYES OPEN and be alert to potential hazards and risks.
- If something is not as it should be, please report it to us.
- Use the right tool for the job, wear personal protective equipment for the task and wear sun protection if working outdoors.
- Use correct manual handling techniques to avoid personal injury
- Good housekeeping - keep your work area clean and orderly and tidy up after yourself once you have completed a task
- Obey all specific rules, signs and instructions.
- Identify the vessel First Aid personnel and location of First Aid Kit

8.2 Work Permits and Clearances

All non-routine work carried out at our refuelling facilities must be covered by an appropriate Safe Work Permit issued by the appropriate authority. All personnel associated with the work are to read and sign the work permit and abide by its conditions.

Hot Work

Due to the nature of products that we store and handle on site it is essential that all hot work only be carried out under cover of a Safe Work Permit. Prior to carrying out any hot work you must ensure that all conditions of the Safe Work Permit are met, including notifying us of the activity.

Hot work includes:

- Electrical and oxy welding, oxy cutting or soldering
- Electric or air grinders and electric drills
- Use of spark producing tools
- Portable electronic equipment (phones, cameras, etc.)
- Concrete cutting
- Grit blasting

8.3 Hazardous Substances

When handling products Personal Protective Equipment must be worn according to the properties of the product being handled. PPE may include safety footwear, eye wear and PVC gloves. It is important that you are aware of the properties of the product and whether that product could cause harm.

If you are not sure of the product handling requirements, then request a Material Safety Data Sheet (MSDS) for the product.

Always ensure that you give due consideration to the safe handling of products. I.e. Toxicity, Flammability, vapour migration, compatibility with other products, etc. Many products have a low flash point and give off vapours readily (classed as flammable products), which creates an extra hazard if a source of ignition is present.

Ensure you understand the product you are handling and if you need further information about any product, contact us.

8.4 Personal Protective Equipment (PPE)

We recommend the appropriate protective clothing and equipment be worn when operating a Baileys Marine Fuels Australia refuelling facility.

We suggest at a minimum:

- Short sleeve shirt and shorts (preferably natural fibre)
- Enclosed footwear
- Eye protection to Australian standards when handling product or where particles may enter the eyes.
- Gloves when handling hydrocarbon product.

In addition to the above to the above, extra PPE may be required for specific areas or tasks and will be defined on the Safe Work Permit.

9. Quick Reference Emergency Response

Control
Contain
Clean Up



10.1 Fuel Specification Sheet

Date: _____

Vessel name: _____

Operator: _____

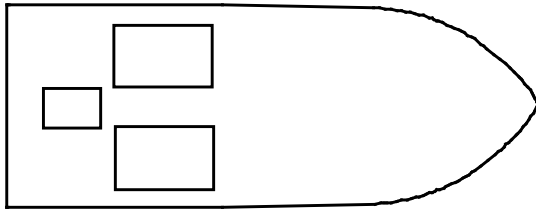
Fuel capacity: _____

S.F.L: _____

Ltr/Hr usage: _____

Refuelling points

Breather locations



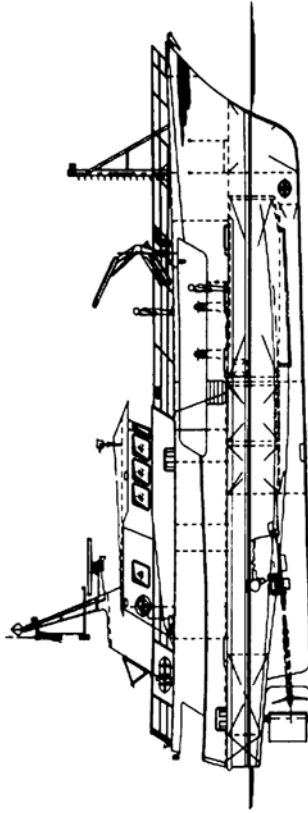
Number of people required to refuel vessel: _____

Special notes:

10.2 Lubrication Sheet

LUBRICATION CHART

Company:	Contact:	Phone No
Vessel Type:	Vessel Name:	
Main Engine:	Generator Engine:	Gearbox:



Main Engine	Generator Engine	Gearbox	Hydraulics	Cooling
Stern Tube	Winch Gearbox	Rope Lubricant	Grease	

10.3 INDIVIDUAL APPLICATION

BAILEY'S MARINE FUELS AUSTRALIA (BMFA) TERMS AND CONDITIONS

1. ACCEPTANCE

BMFA may accept this application by notice to the Applicant in writing or by extending credit. Upon acceptance, the terms and conditions contained, or incorporated by reference, in this agreement will apply. ("this agreement").

2. USE OF THE ACCOUNT

- The Applicant or anyone authorized by the Applicant to use the account may obtain goods or services on credit from BMFA.
- The Applicant is wholly responsible and liable for any account opened in the Applicant's name. No account may be assigned to any other party under any circumstances whatsoever.

3. PAYMENT AND SECURITY

- The Applicant agrees to pay the amount included on any invoice or statement for goods or services provided by BMFA, plus any additional fees and charges applicable.
- Where more than one person or entity is the Applicant (herein such persons and/or entities shall be jointly and severally liable to pay all amounts, and comply with all obligations, owed to BMFA.
- Statements will be issued bimonthly with the due date for payment of the total amount owed to BMFA in respect to goods and services supplied and included in any statement or invoice rendered to the Applicant is the 30th of the month for transactions made between the 1st and the 15th of the month and the 15th of the following month for transactions made between the 16th and the 31st.
- Account payments made by credit card will incur a 1.25% fee for American Express, VISA and Mastercard.
- Time shall be of the essence with regard to the payment of all monies due and payable under the terms of this agreement.
- BMFA can for any reason whatsoever (in its sole discretion) and without incurring any liability to the Applicant (including where the Applicant is in default of any obligation under this agreement) cancel this agreement or withhold supply of any goods or services to the Applicant.
- If requested at any time by BMFA to do so, the Applicant agrees to provide security to BMFA for the payment of any amount outstanding under this agreement. Such security is to be provided for an amount and in a form acceptable to BMFA in its sole discretion. BMFA can require the Applicant to provide security for payment prior to supply of any fuel by way of a credit card voucher duly executed by the Applicant but with the amount being left blank. The Applicant by execution of this application authorizes BMFA to insert the relevant amount and negotiate the voucher and complete the payment transaction in the event of non payment of any sum due to BMFA under this agreement.
- Payment to BMFA of any sums due shall be made to its address shown on the invoice or statement or to such other address as may be nominated by BMFA from time to time.

4. CHARGES

- An Account Opening and Induction fee of \$35.00 will be charged for each new BMFA Individual account.
- Overdue accounts and direct debit authorities which are dishonoured will incur a \$35.00 administration fee.
- Replacement fuel cards will incur a \$20.00 replacement card fee.
- A default charge of 2% per month applies to amounts not paid by the due date.
- Default charges shall accrue daily on the outstanding balance and shall be compounded monthly.
- The Applicant agrees to pay any recovery and/or enforcement expenses incurred by BMFA in enforcing its rights under this agreement or recovering amounts owed, including without limitation, any fees paid to BMFA's solicitors (on an indemnity basis), as well as any charges relating to dishonoured cheques.
- This agreement is governed by and construed in accordance with the laws of Western Australia, and the Applicant agrees to submit to the exclusive jurisdiction of the Courts in that State. The Applicant hereby irrevocably waives any objection to the venue of any legal process selected by BMFA.
- The Applicant agrees that any claim or dispute under or arising out of this agreement shall be dealt with as a case under the general procedure as envisaged by the Magistrates Court (Civil Proceedings) Act 2004 ("the Act") and that if BMFA is a successful party in the case then the Applicant agrees to pay all of the costs incurred by BMFA regardless of the value of the claim or the relief claimed, and the Applicant agrees, as envisaged by s25(7) of the Act, to pay BMFA's costs on an indemnity basis or under the applicable costs determination whichever is the greater.
- The Applicant agrees to pay all government charges and duties of any kind incurred or in connection with the operation of the account, including without limitation, all stamp duties, financial institution duties and any other charges or duties of any kind.
- Payment received by BMFA shall be applied firstly in payment of any default charges, secondly, in payment of any enforcement charges, thirdly, in payment of any government charges and duties and fourthly in payment for goods and services supplied.

5. MAGNETIC CARD SALES, EQUIPMENT DAMAGE AND CLEANUP

- The Applicant accepts responsibility for and indemnifies BMFA against all and any costs, loss, expense or damages caused or incurred in connection with any fuel spillages caused or contributed to by the Applicant. The Applicant acknowledges that he/she has been notified of the after hours emergency phone number and the whereabouts of the emergency stop buttons in case of spillage or mishap.
- The Applicant must notify BMFA at the earliest available opportunity of any damage to the refueling equipment whether the damage has been caused by the Applicant or not.

6. TRANSFER OF RISK IN THE GOODS

- Except as may be otherwise agreed, deliveries of any goods or products (including marine lubricants) at a delivery port shall be deemed to be complete and risk shall pass to the Applicant either:
- for bulk deliveries as the product pass the flange connecting the delivery facilities with the receiving facilities provided by the Applicant; or
 - for delivery in containers upon delivery of the product alongside the ship according to the ICC Incoterms which are current as the date of delivery, or when they have been delivered to the point closest to the vessel that BMFA considers practical.

7. RETENTION OF TITLE OF GOODS

- As long as the Applicant owes BMFA any part of the price of the goods or products (including marine lubricants) supplied at any time BMFA shall retain the legal title to all goods supplied and not yet used or resold in the ordinary course of business. When such goods are used, even where there is commingling with other goods or loss of identity, the legal title to the resultant (or mixed) product shall vest in BMFA. The proceeds of sale of the goods or resultant products shall be received by the Applicant as agents of BMFA and such proceeds are to be kept in a separate account or are to be accounted for upon demand.
- If goods are in the possession of the Applicant to which title has not passed, the Applicant is under an obligation to retain the goods in a good and merchantable condition and to ensure that they are stored separately and marked the property of BMFA until either paid for or collected and to allow BMFA and/or its servants and/or agents on to the premises (or vessel) where they are stored separately and marked as the property of BMFA until either paid for or collected and to allow BMFA and/or its servants and/or agents on to the premises (or vessel) where they are stored for the purpose of collecting the goods.

8. HEALTH SAFETY AND THE ENVIRONMENT (This provision applies to bulk lubrication deliveries)

- The Applicant ensures that its personnel (and customers) have and are familiar with Safety Data Sheets ("SDS") and any other information on health, safety and the environment (the "other information") provided from time to time by BMFA.
- The Applicant must ensure that the provisions of any SDS or recommendations in other information, relating to the handling and utilization of the marine lubricants are observed and BMFA shall not be liable for any failure on the part of the Applicant to do so.
- The Applicant indemnifies BMFA against any action, claims or proceedings whatsoever arising from any default in the observance by the Applicant of the provisions of this clause.
- BMFA shall not be liable for losses or damage suffered by the Applicant its servants or agents, arising from risks inherent in the nature of the marine lubricants delivered under the provisions of this agreement.

9. LIABILITY

- Without limitation of any other indemnity in this agreement, the Applicant indemnifies BMFA and holds it harmless against any direct or indirect action arising from any act or omission of the Applicant, in connection with the supply of any goods, products (including marine lubricants) or which otherwise arises in connection with this agreement.
- BMFA shall not (unless required by any statute or provision of the common law) be liable to the Applicant for any loss or damage whatsoever suffered by the Applicant whatsoever which arises in connection with the supply of any goods, products (including marine lubricants) or which otherwise arises in connection with this agreement including any breach thereof by BMFA and including any act or omission by BMFA or its officers, servants or agents.
- In any event and without limitation of the foregoing, the period of limitation for any action against BMFA arising out of this agreement is one year after the date of delivery of the product in connection with which such action is brought and BMFA shall be discharged from all liability whatsoever unless an action is brought within this period.

10. ENTIRE CONTRACT

This contract contains all the terms and conditions with respect to the sale of and purchase of the goods and supersedes all enquiries, proposals, agreements and negotiations, whether written or oral prior to the date of execution of this agreement. No modifications of these terms and conditions shall be of any force unless the modification is reduced to writing and authorized by BMFA and signed by the Applicant and no modification shall be affected by the procurement or acceptance of purchase order forms containing different conditions.

Signature and acceptance of Terms and Conditions by Applicant

- I have read the Terms and Conditions contained in this application and agree that the standard conditions of all sale as set forth in this application shall apply to all sales of goods and provision of services by BMFA to the Applicant or anyone authorized by the Applicant to use the account.
- I being the person(s) named as the Applicant or where the Applicant is a corporation being the directors of the Applicant as specified in the application, authorize BMFA to make any enquiries to seek commercial credit information (Section 181.4) Privacy Act 1988) and consumer credit information (Section 18K(1)(B)(b) Privacy Act 1988) and that BMFA may seek or give to other providers of credit, details about our credit worthiness (Section 18N(1)(b) Privacy Act 1988).

Signed by the said applicant:

NAME: _____ DATE: _____

SIGNATURE: _____

BAILEY'S MARINE FUELS AUSTRALIA (BMFA) TERMS AND CONDITIONS

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1. ACCEPTANCE

BMFA may accept this application by notice to the Applicant in writing or by extending credit. Upon acceptance, the terms and conditions contained, or incorporated by reference, in this agreement will apply. ("this agreement")

2. USE OF THE ACCOUNT

- The Applicant or anyone authorized by the Applicant to use the account may obtain goods or services on credit from BMFA.
- The Applicant is wholly responsible and liable for any account opened in the Applicant's name. No account may be opened in any other party under any circumstances whatsoever.

3. PAYMENT AND SECURITY

- The Applicant agrees to pay the amount included on any invoice or statement for goods or services provided by BMFA in any additional charges applicable.
- Where more than one person or entity is the Applicant, then such persons and/or entities shall be jointly and severally liable to pay all amounts, and comply with all obligations, owed to BMFA.
- Statements will be issued timely with the due date for payment of the total amount owed to BMFA in respect to goods and services supplied and included in any statement or invoice rendered to the Applicant is the 30th of the month for transactions made between the 1st and the 15th of the month and the 15th of the following month for transactions made between the 16th and the 31st.
- Account payments made by credit card will incur a 1.25% fee for American Express, VISA and Mastercard.
- Time shall be of the essence with regard to the payment of all monies due and payable under the terms of this agreement.
- BMFA can for any reason whatsoever (in its sole discretion) and without incurring any liability to the Applicant (including where the Applicant is in default of any obligations under this agreement) cancel this agreement or withhold supply of any goods or services to the Applicant.
- If requested at any time by BMFA to do so, the Applicant agrees to provide security to BMFA for the payment of any amount outstanding under this agreement. Such security is to be provided for an amount and in a form acceptable to BMFA in its sole discretion. BMFA can require the Applicant to provide security for payment prior to supply of the fuel by way of a credit card voucher duly executed by the Applicant but with the amount being left blank. The Applicant by execution of this provision authorizes BMFA to use the relevant amount and negotiate the voucher and complete the payment transaction in the event of non payment of any sum due to BMFA under this agreement.
- Payment to BMFA of any sums due shall be made to its address shown on the invoice or statement or to such other address as may be nominated by BMFA from time to time.

4. PRICES (This provision applies to bulk lubricant deliveries)

- prices quoted in AU\$ per 100kg (equivalent prices per litre are given for information only);
- subject to port differentials as shown in the Price List;
- subject to discounts only if indicated on the invoice. Port differentials are not subject to discounts;
- subject to an additional fee for deliveries in drums, pails or any other specially requested packages as provided in clause 10 "additional charges";
- subject to an increase or reduction by reason of any change in the Price List which is applicable at the date of delivery;
- exclusive of Goods and Services Tax (GST);
- exclusive of any duties, taxes, imposts, dues and charges of any description levied or imposed directly or indirectly on the marine lubricants or on BMFA in respect thereof in the country in which delivery takes place, and if one of these charges is applied, it shall be paid by the applicant to BMFA at the rate applicable on the actual date of delivery, over and above the said price.

5. PRODUCT AVAILABILITY AND DELIVERY

- (This provision applies to bulk lubricant deliveries)
- BMFA is not liable for any loss or delay which may be caused by reason of temporary unavailability of product; and no representation is made by BMFA that product ordered can be delivered on or before the date specified in the order.
- The Applicant must ensure that BMFA or its servants or agents are given safe and unimpeded access to the required delivery location.
- Unless otherwise agreed at the time the order is made, BMFA shall not be required to effect delivery outside normal working hours, the ports limits or delivery zone.
- The Applicant must pay to BMFA all and any costs incurred by BMFA in the event the delivery is refused or delayed for any reason which is beyond the control of BMFA.
- Deliveries shall be free alongside the ship (FAS) in accordance with the ICC Incoterms current as the date of delivery except that if, in the opinion of BMFA, delivery is impracticable alongside the ship, it shall be made at the closest point to the ship that BMFA considers practicable.
- If requested by BMFA, the Applicant must provide BMFA at its costs to BMFA, with a clear berth alongside the Applicant's vessel for executing a delivery by barge.
- It is the Applicant's responsibility, at its risk, to provide safe reception for the full quantity of marine lubricants ordered. The Applicant indemnifies BMFA and its servants, agents and suppliers against any damage or loss howsoever caused to any property occurring during delivery unless such loss and damage is directly caused by BMFA or its servants, agents or suppliers.
- True bulk deliveries may be organized subject to availability and the minimum quantities set. If in the opinion of BMFA a bulk delivery is not feasible, BMFA reserves the right to deliver the marine lubricants in drums with the consent of the Applicant (not being obtained) which consent shall not be unreasonably withheld. Where bulk quantities are ordered at a level below the minimum bulk quantity indicated, BMFA will use its best endeavours to supply such quantity in bulk but reserves the right to charge the price which would apply for delivery in drums for such delivery.
- The Applicant shall provide adequate length of hose and pressure to load the marine lubricants into the vessel's tanks under normal conditions. Loading requiring hoses exceeding 20 meters (65.6 feet) in length shall be the responsibility of and at the cost of the Applicant. The Applicant must take all necessary steps to receive the marine lubricants at the agreed time of delivery and to facilitate the supply operations. The Applicant is responsible for connecting the hoses to the vessel's deck installations and for giving the necessary instructions for commencement and termination of pumping of each grade of marine lubricants. The Applicant must ensure that the delivery time is kept to a minimum and that no delays are caused by BMFA or its servants or agents.
- BMFA shall not be liable for damage or prejudice resulting from any delay in commencement or completion of the delivery operation on board the vessel and without limitation BMFA shall in particular not be liable for damage due to:
 - congestion of the terminal;
 - previous commitments of the available barges;
 - inadequate tank storage capacity;
 - misidentification of storage tanks;
 - non-observance of safety rules during delivery of products

6. PRODUCT GRADES AND MEASUREMENT

- (This provision applies to bulk lubricant deliveries)
- BMFA's measurements shall be accepted by the Applicant as being conclusive proof of the quantities delivered and shall be deemed to have been correctly made.
- In the event of bulk delivery by barge, the quantity shall be measured when the barge tank is loaded and shall be noted in writing on the delivery receipt. Any measurement taken on board the ship by the Applicant shall not be binding on BMFA. The Applicant can if prior arrangements are made, be present when measurements are made by BMFA.

- BMFA is not required to consider any complaint concerning quantities of products in drums, pails or packs unless the complaint is made in writing and given to BMFA's representative at the time of delivery.
- Unless written evidence to the contrary is supplied by the Applicant within 30 days of delivery thereof, the product will be deemed to have complied with all applicable specifications relevant to the product and otherwise to be deemed to be the product of the type and characteristic ordered by the Applicant.
- BMFA is not in any event liable for any non conformity of the marine lubricants with any relevant specification where such non conformity is caused by any act or omission of the Applicant including without limitation non conformity caused by storage or transport in portable containers provided by the Applicant.

7. SHIP'S RECEIPTS (This provision applies to bulk lubricant deliveries)

- The Applicant or its agent must sign a ship's receipt in the form approved by BMFA for all deliveries of marine lubricants. As a minimum the certificate will confirm that the marine lubricants have been duly delivered and accepted as regards not only quantity but also grade and delivery terms.
- Where the Applicant is not the owner of the vessel to which the product is supplied, the Applicant agrees to produce a certificate from the ship-owner stipulating that the Applicant is authorized to give such certificate on behalf of the ship-owner.

8. CHARGES

- An Account Opening and Induction fee of \$55.00 will be charged for each new BMFA Business account.
- Overdue accounts and direct debit authorities which are dishonoured will incur a \$35.00 administration fee.
- Replacement fuel cards will incur a \$20.00 replacement card fee.
- A default charge of 2% per month applies to amounts not paid by the due date.
- Default charges shall accrue daily on the outstanding balance and shall be compounded monthly.
- The Applicant agrees to pay any recovery and/or enforcement expenses incurred by BMFA in enforcing its rights under this agreement or recovering amounts owed, including without limitation, any fees paid by BMFA's solicitors (on an indemnity basis), as well as any charges relating to dishonoured cheques.
- This agreement is governed by and construed in accordance with the laws of Western Australia, and the Applicant agrees to submit to the exclusive jurisdiction of the Courts in that State. The Applicant hereby irrevocably waives any objection to the venue of any legal process selected by BMFA.
- The Applicant agrees that any claim or dispute under or arising out of this agreement shall be finally resolved as a case under the general procedure as envisaged by the Magistrates Court (Civil Proceedings) Act 2004 ("the Act") and that if BMFA is a successful party in the case then the Applicant agrees to pay all of the costs incurred by BMFA regardless of the value of the claim or the relief claimed; and the Applicant agrees to pay any costs (including GST) to pay BMFA's costs on an indemnity basis and/or the applicable costs determination whichever is the greater.
- The Applicant agrees to pay all government charges and duties of any kind incurred or in connection with the operation of the account, including without limitation, all stamp duties, financial institution duties and any other charges or duties of any kind.
- Payment received by BMFA shall be applied firstly in payment of any default charges, secondly, in payment of any enforcement charges, thirdly, in payment of any government charges and duties and fourthly in payment for goods and services supplied.

9. ADDITIONAL CHARGES (This provision applies to bulk lubricant deliveries)

- In addition to the price of the product, the Purchaser must pay any relevant additional charges, at the rates applicable at the time of supply for such work or services at the port in question relating to but not limited to the following:
- If delivery is requested by the Applicant, or if due to availability constraints, delivery in drums or pails is necessary, an additional fee shall apply for AU Dollars 30 per 100kg for drum delivery and AU Dollars 50 per 100 kg for pail delivery.
 - Additional charges that apply to all other packaging requested by the Applicant shall be subject to inquiry with BMFA.
 - Delivery made in bulk for any quantity below the minimum bulk quantity indicated and any delivery made by pumping from drums shall be regarded as a drum delivery and the AU Dollars 30 per 100 kg additional fee shall apply.
 - Charges for all work related to the delivery outside normal working hours, on weekdays that are public holidays or normally non-business days, or outside the normal boundaries of the port, including for waiting time. Such charges are to be in accordance with rates set by BMFA from time to time.
 - The costs of lighterage or other transport of any kind reasonably required by the BMFA for the purposes of the delivery, BMFA shall use its best efforts to notify the Applicant before using a barge or any other means of transport involving additional costs but if prior notification is not practicable in the circumstances the Applicant shall nevertheless be obliged to pay such costs incurred.
 - All deliveries of less than 1000 kg shall attract a minimum delivery charge of 200 AU Dollars.
 - All deliveries to vessels that are inaccessible to road transport shall incur an additional charge in accordance with rates set by BMFA from time to time.
 - Costs of any necessary hire of additional equipment, including but not limited to tugboats, vessels, cranes or hoses necessitated by specific local regulations are to be paid by the Applicant in accordance with rates set by BMFA from time to time.
 - Where any delivery is required to a port not listed in the Price List, the Applicant must pay the price applicable in the listed port closest to the delivery port, plus all additional costs incurred by BMFA in effecting delivery at the requested port.
 - If the Applicant for any reason fails to make delivery when it is made, any costs BMFA thereby incurs will be paid by the Applicant.
 - Any duties or taxes which may be incurred by reason of BMFA being unable to effect delivery in drums or pails from bonded storage, plus any GST thereon shall be paid by the Applicant.

10. MAGNETIC CARD SALES, EQUIPMENT DAMAGE AND CLEANUP

- The Applicant accepts responsibility for and indemnifies BMFA against all and any costs, loss, expense or damage caused by or in connection with any use of fuel spillages caused or contributed to by the Applicant. The Applicant acknowledges that he/she has been notified of the after hours emergency phone number and the whereabouts of the emergency stop buttons in case of spillage or mishap.
- The Applicant must notify BMFA at the earliest available opportunity of any damage to the refuelling equipment whether the damage has been caused by the Applicant or not.

11. CHANGES OF OWNERSHIP/PRIORITIES/REGISTRATION

- The Applicant shall not later than 14 days prior to any proposed change of its ownership or registered details, or alteration or addition to the share holding, directors or internal structure of the Applicant or any change of ownership of any vessel belonging to the Applicant, notify BMFA of the proposed change in writing.
- BMFA reserves the right to cease supply of goods or services until terms acceptable to BMFA have been agreed with any new owners, directors or shareholders.
- The Applicant remains liable for all sums due under this agreement unless BMFA has expressly released the Applicant from such liability in writing.

10.4 BUSINESS APPLICATION

BAILEY'S MARINE FUELS AUSTRALIA (BMFA) TERMS AND CONDITIONS

12. TRANSFER OF RISK IN THE GOODS

Except as may be otherwise agreed, deliveries of any goods or product (including marine lubricants) at a delivery port shall be deemed to be complete and risk shall pass to the Applicant either:

- a) for bulk deliveries as the product pass the flange connecting the delivery facilities with the receiving facilities provided by the Applicant; or
- b) for delivery in containers upon delivery of the product alongside the ship according to the ICC Incoterms which are current as the date of delivery, or when they have been delivered to the point closer to the vessel that BMFA considers practicable.

13. RETENTION OF TITLE OF GOODS

- a) As long as the Applicant owes BMFA any part of the price of the goods or products (including marine lubricants) supplied at any time BMFA shall retain the legal title to all goods supplied and not yet used or resold in the ordinary course of business. When such goods are used, even where there is commingling with other goods or loss of identity, the legal title to the resultant (or mixed) product shall vest in BMFA. The proceeds of sale of the goods or resultant products shall be received by the Applicant as agents of BMFA and such proceeds are to be kept in a separate account or are to be accounted for upon demand.
- b) If goods are in the possession of the Applicant to which title has not passed, the Applicant is under an obligation to retain the goods in a good and merchantable condition and to ensure that they are stored separately and marked the property of BMFA until either paid for or collected and to allow BMFA and/or its servants and/or agents on to the premises (or vessel) where they are stored separately and marked as the property of BMFA until either paid for or collected and to allow BMFA and/or its servants and/or agents on to the premises (or vessel) where they are stored for the purpose of collecting the goods.

14. HEALTH SAFETY AND THE ENVIRONMENT (This provision applies to bulk lubricant deliveries)

- a) The Applicant ensure that its personnel (and customers) have and are familiar with Safety Data Sheets ("SDS") and any other information on health, safety and the environment (the "other information") provided from time to time by BMFA.

- b) The Applicant must ensure that the provisions of any SDS or recommendations are observed and information, relating to the handling and utilization of the marine lubricants are other and BMFA shall not be liable for any failure on the part of the Applicant to do so.
- c) The Applicant indemnifies BMFA against any action, claims or proceedings whatsoever arising from any default in the observance by the Applicant of the provisions of this clause.
- d) BMFA shall not be liable for losses or damage suffered by the Applicant its servants or agents, arising from risks inherent in the nature of the marine lubricants delivered under the provisions of this agreement.

15. LIABILITY

- a) Without limitation of any other indemnity in this agreement, the Applicant indemnifies BMFA and holds it harmless against any direct or indirect action arising from any act or omission of the Applicant, in connection with the supply of any goods, products (including marine lubricants) or which otherwise arises in connection with this agreement.
- b) BMFA shall not (unless required by any statute or provision of the common law) be liable to the Applicant for any loss or damage whatsoever suffered by the Applicant whatsoever which arises in connection with the supply of any goods, products (including marine lubricants) or which otherwise arises in connection with this agreement including any breach thereof by BMFA and including any act or omission by BMFA or its officers, servants or agents.
- c) In any event and without limitation of the foregoing, the period of limitation for any action against BMFA arising out of this agreement is one year after the date of delivery of the product in connection with which such action is brought and BMFA shall be discharged from all liability whatsoever unless an action is brought within this period.

16. ENTIRE CONTRACT

This contract contains all the terms and conditions with respect to the sale of and purchase of the goods and supersedes all enquiries, proposals, agreements and negotiations, whether written or oral prior to the date of execution of this agreement. No modifications of these terms and conditions shall be of any force unless the modification is reduced to writing and authorized by BMFA and signed by the Applicant and no modification shall be affected by the acknowledgement or acceptance of purchase order forms containing different conditions.

Signature and acceptance of Terms and Conditions by Applicant

1. I/We have read the Terms and Conditions contained in this application and agree that the standard conditions of sale as set forth in this application shall apply to all sales of goods and provision of services by BMFA to the Applicant or any one authorized by the Applicant to use the account.
2. I/We being the person(s) named as the Applicant or where the Applicant is a corporation being the directors of the Applicant as specified in the application, authorize BMFA to make any enquiries to seek commercial credit information (Section 18L(4) Privacy Act 1988) and consumer credit information (Section 18K(1)(b) Privacy Act 1988) and that BMFA may seek or give to other providers of credit, details about our credit worthiness (Section 18N(1)(b) Privacy Act 1988).

A. Signed by the said applicant/s:

Name: _____	Name: _____
Date: _____	Date: _____
Signature: _____	Signature: _____

B. The common seal of _____ Pty Ltd was affixed in accordance with the provisions of the Articles of Association of the Company by the undersigned director in the presence of the undersigned Director/Secretary.

Common seal	Director	Director/Secretary
GUARANTEE		

We the undersigned jointly and severally guarantee to BMFA the due and punctual payment without deduction of all sums of money owing to BMFA and the performance of all obligations of the Applicant, under or by reason of any breach of, this agreement further jointly and severally covenant and agree with BMFA that:

- a) This Guarantee is absolute and unconditional and shall not be abrogated, prejudiced or affected by any grant of time or other indulgence or forbearance to the Applicant or to us by any other act, default, omission, dealing or thing which might otherwise prejudicially affect this Guarantee.
- b) This Guarantee is irrevocable and shall remain in full force and effect until all money guaranteed has been paid in full;
- c) This Guarantee is a principal obligation not in addition to or in substitution of any other security or agreement and BMFA may treat us or any of us as a principal debtor;
- d) BMFA is not required to give us or the Applicant any notice before proceeding;
- e) We will indemnify BMFA and keep it indemnified against any loss, damage, costs, charges or expenses whatsoever on an indemnity basis in consequence of non payment by the Applicant even if BMFA's rights against the Applicant or any of us may be rendered unenforceable;
- f) Where the Applicant is a trustee of any trust the assets of that trust shall be available to meet any payment owing to BMFA;
- g) This Guarantee and indemnity shall be binding upon our legal personal representatives successors and assigns;
- h) This Guarantee and indemnity shall be binding on each person who signs it notwithstanding any other person may not, and
- i) BMFA may at any time without notice cease further credit or supplies to the Applicant.

Name: _____	Name: _____
Date: _____	Date: _____
Signature: _____	Signature: _____

10.5 Incident Report

When completed, Fax 08 9430 4618 or E-Mail info@baileysmarine.com.au
 If assistance is required please phone 08 9335 7822 you may need to report serious incidents to State/Territory Authorities as well.

You will need to assess whether this is an Incident or an Event in Report Type:

Incident = Must be reported (i.e. spill, fire, theft)

Event = Third party (i.e. Audit findings, Damage)

1: Site Details (Please Print Clearly)

Report type:	Report Number (Office use only)
Full Site Name :	Date/Time of report:
Site No:	Operators Name:

2: Incident / Event Details

Date of Incident:	Time of Incident:	Reported by (Full name)
Location of Incident / Event: (Boat / Jetty / Wharf etc)	Type of Incident: (Spill / injury / near miss / audit finding etc)	

3: Description of Incident / Event

(If further space is required attach a separate sheet).

10.5 Incident Report

5: Immediate Actions Taken

What actions were taken at time if Incident / Event	
1	
2	
3	
4	
5	
6	

6: Suggested Corrective Actions

Your thoughts on corrective actions that will prevent this incident/ Event happening again	
1	
2	
3	
4	
5	
6	

7: Corrective Action Plan: (Do not fill in this section)

Note: Items in Section 6 will be discussed at the next EMS meeting where Responsibility and dates will be set.		Responsibility	Target Date	Close Out Date
1				
2				
3				
4				
5				
6				

8: Investigated By:

Name	Signed	Date
------	--------	------

9: Incident / Event closed out by a member of the management team:

Name	Signed	Date
------	--------	------

10.6 Operating Instructions - Dispensing Equipment

OPERATING INSTRUCTIONS FOR TT BMR

Steps

- 1: Pass card (swipe card)
- 2: Enter pin No
- 3: Press enter
- 4: Take Fuel



OPERATING INSTRUCTIONS FOR TT3000

Steps:

- 1: Present ID (Swipe card)
- 2: Enter pin No
- 3: Press enter
- 4: Select pump No
- 5: Press enter
- 6: Go to pump Take fuel



OPERATING INSTRUCTIONS FOR T5 BMR

Steps:

- 1: Pass card (Swipe card)
- 2: Enter pin No
- 3: Press enter
- 4: Take Fuel



Recommended refuelling operations

(in conjunction with recommended refuelling procedure)

- 1: Check hose and handpiece for leaks
- 2: Pull out required amount of hose for delivery
- 3: Apply drum brake on right hand side of hose reel **(BEWARE OF PINCH POINT)**
- 4: swipe card as above
- 5: Stay with handpiece at all times
- 6: When finished release brake and wind up hose
- 7: Clean up any minor spills

Please Note: Emergency stop button should only be used in an emergency as this will cut power to the whole facility and disrupt other users.

10.7 Trouble Shooting –Dispensing Equipment

TROUBLESHOOTING FOR TT BMR

- Q: One or Both of the screens are blank
- A: Check emergency stop buttons on all cabinets
- Q: System saying TAKE FUEL but not dispensing
- A: 1 Check that all valves are open
2 Check that hose is not kinked over on the reel



TROUBLESHOOTING FOR TT3000

- Q: The screen is blank
- A: Check emergency stop buttons on all cabinets
- Q: System saying TAKE FUEL but not dispensing
- A: 1 Check that all valves are open
2 Check that hose is not kinked over on the reel



TROUBLESHOOTING FOR T5 BMR

- Q: The screen is blank
- A: Check emergency stop buttons on all cabinets
- Q: System saying TAKE FUEL but not dispensing
- A: 1 Check that all valves are open
2 Check that hose is not kinked over on the reel



*If system still not working please call
1300 224 539*

10.8 Locations



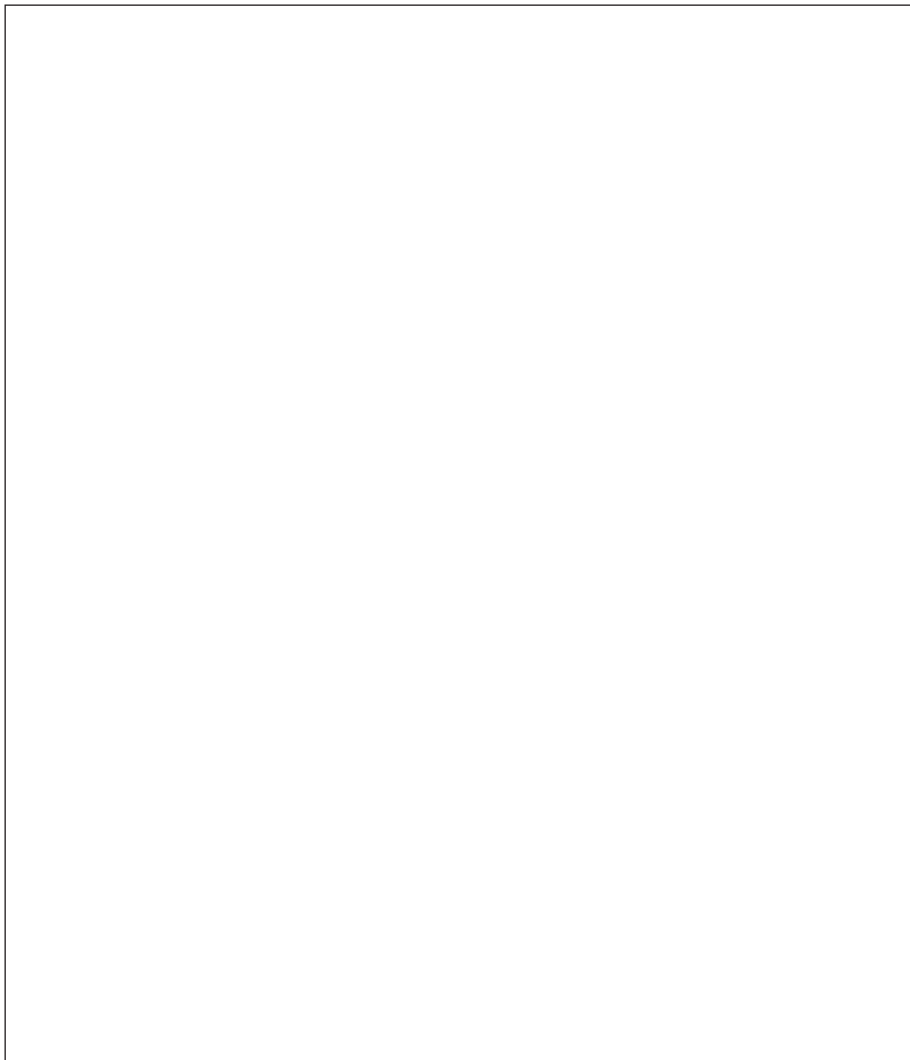
We can help with your refuelling needs anywhere in Australia

Please visit www.baileysmarine.com.au for an up to date map. Simply click on your required location where you will find refuelling information for that port.

Or

Call us on 1300 224 539

Email us at info@baileysmarine.com.au





Quick Reference Emergency Response

Push emergency stop button

If safe, stop or control product flow

**Call Baileys Marine Fuels
1300 224 539**

Control Ignition Sources

- Eliminate all ignition sources
- Do not allow vehicles to be started
- Isolate mains power
- Evacuate people and clear the area

Contain Spilt Product

- Contain Product using absorbent material (eg soil, sand spill kit)
- Build dams using soil, fire hoses etc., to protect drains
- Check interceptor and close outlet valves
- Check that bund valves are closed

Clean Up

- Dispose of materials as directed by regulatory authority