

Chapter 736

PP Polypropylene (PCW) Financial Futures

736.01. SCOPE

The provisions of these Rules shall apply to all contracts bought or sold on the Exchange for cash settlement based on the Floating Price.

736.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the daily closing price of the PetroChem Wire (PCW) for Polypropylene (basis FOB Houston) for each business day during the contract month. Polypropylene is understood to be Homopolymer of general purpose injection molding grade with Nominal melt flow rate 12 (-2/+3), 20 (+/-3), or 35 (-5/+7) without additives such as slip and anti block; or Homopolymer general-purpose fiber ('raffia') extrusion grade with Nominal melt flow rate 3.5 (-0.6/+1.0) without additives.

736.03. CONTRACT QUANTITY AND VALUE

The contract quantity shall be 47,000 pounds. Each contract shall be valued as the contract quantity (47,000) multiplied by the settlement price.

736.04. CONTRACT MONTHS

Trading shall be conducted in contracts providing for delivery in such months as shall be determined by the Exchange.

736.05. PRICES AND FLUCTUATIONS

Prices shall be quoted in dollars and cents per pound. The minimum price fluctuation shall be \$0.00001 (0.001 cents) per pound.

736.06. TERMINATION OF TRADING

Trading or clearing shall cease on last business day of the contract month.

736.07. FINAL SETTLEMENT

Delivery under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

736.08. EXCHANGE FOR RELATED POSITION

Any Exchange for Related Position (EFRP) transaction shall be governed by the provisions of Exchange Rule 538.

736.09. DISCLAIMER

PetroChem Wire licenses the New York Mercantile Exchange, Inc. ("NYMEX") to use various PCW price assessments in connection with the trading of the contracts.

NEITHER NYMEX AND ITS AFFILIATES NOR PCW GUARANTEES THE ACCURACY AND/OR COMPLETENESS OF THE ASSESSMENT OR ANY OF THE DATA INCLUDED THEREIN. NYMEX AND ITS AFFILIATES AND PCW MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE RESULTS TO BE OBTAINED BY ANY PERSON OR ENTITY FROM USE OF THE ASSESSMENT, TRADING BASED ON THE ASSESSMENT, OR ANY DATA INCLUDED THEREIN IN CONNECTION WITH THE TRADING OF THE CONTRACT, OR, FOR ANY OTHER USE. NYMEX AND ITS AFFILIATES AND PCW MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE ASSESSMENT OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL NYMEX AND ITS AFFILIATES OR PCW HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE,

SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.