

1. GENERAL TERMS & CONDITIONS. All sales and/or deliveries by Pennzoil-Quaker State Company dba SOPUS PRODUCTS ("Seller") to the purchaser ("Customer") of Seller's products ("Products") shall be subject to the general terms and conditions ("GT&Cs") herein. These GT&Cs shall be binding on Customer upon receipt by Seller of Customer's first Product order. Any terms and conditions attached to Customer's order or subsequent submittal to Seller shall not bind the Seller to such terms and conditions unless Seller agrees in writing. These GT&Cs shall not be modified or supplemented orally or by any other document (including any heretofore or hereafter issued by Customer) which has not been signed by a duly authorized representative of Seller. Notwithstanding the foregoing, in the event that the Parties execute or have executed a definitive agreement concerning any and all Seller's Products sold hereunder, the executed agreement between the Parties shall govern.
2. WARRANTY & DISCLAIMER OF WARRANTIES. Seller warrants that the Product will conform to Seller's own or manufacturer's specifications in effect at the time of delivery; SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND CONCERNING THE PRODUCTS, WHETHER FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, AND NONE SHALL BE IMPLIED.
3. CHANGE – DISCONTINUANCE. Seller may at any time, and in its sole discretion, change the grade, specifications, characteristics, delivery package, purchase price, brand name or other distinctive designation of any Product, and such Product as so changed shall remain fully subject to these GT&Cs. Seller may at any time discontinue the sale of any Product at its plant or other place from which deliveries are ordinarily made.
4. PRODUCT CLAIMS. Seller shall have no liability to Customer for any shortage in quantity or for any defect in quality of any Product delivered unless (a) Customer gives Seller notice of Customer's claim within 48 hours after delivery of such Product, or in the case of any defect or latent defect in quality, within 48 hours after Customer's discovery of such defect; (b) Seller is given reasonable opportunity to inspect the Product and to take and test samples thereof; and (c) in case of delivery by tank car or vessel, the claim, if for anything other than latent defect in quality, is allowed by Seller before the Product is unloaded from the tank car or vessel. Every notice of claim shall set forth fully the facts on which the claim is based.
5. DELIVERIES, TITLE & RISK OF LOSS. Seller or its authorized distributors shall deliver the Products to Customer at Customer's designated delivery point(s) as agreed to by Seller in a separate notice furnished to Customer. Seller may determine the method of transportation and the type of equipment in which such deliveries are made. For bulk Products title and risk of loss shall pass to Customer when the Products pass the fill tube connection into a Customer's equipment. For drummed and packaged Products, title and risk of loss shall pass to Customer upon the unloading of such drummed or packaged Products from

Seller's transportation equipment. Orders for the Products must specify at least the minimum quantities required by Seller's upon Customer's request; Seller may, at its discretion, make delivery in smaller quantities and may charge Customer additional fees in connection with such deliveries.

6. **TAXES & CHARGES.** Any tax (other than on income), duty or other governmental charge now or hereafter imposed on the Product or on any raw material used in manufacturing the Product (or on Seller, or required to be collected or paid by Seller, by reason of the manufacture, transportation, sale or use of such Product or raw material) will be paid by Customer in addition to the purchase price.
7. **INSURANCE.** Customer shall secure and maintain in effect any combination of primary general liability and excess liability coverage and any combination of automobile liability for owned, hired, and non- owned automotive equipment with a limit of liability of not less than \$1,000,000 per occurrence, bodily injury and property damage combined, resulting from or at the time of Customer's presence at the premises where delivery of Product sold hereunder is made onto or into Customer's vehicle(s).
8. **PAYMENTS.** The Customer shall pay for goods without discount, right of set-off or deduction except as stated in these GT&C's, and if at any time the financial responsibility of the Customer shall become impaired or unsatisfactory to the Seller or in the Seller's opinion inadequate to meet the obligations hereunder, cash payments or satisfactory security may be required. A failure to pay any amount when due may, at the option, of the Seller terminate further deliveries. Seller will assess finance charges on late payments to the extent allowable by law.
9. **PRICE.** Seller will invoice Customer for all Products and/or services sold as shipped. Customer shall pay each invoice when due in accordance with Seller's prices and terms in effect on the date of order without deduction, setoff, discount, allowance, notice or demand.
10. **INDEMNITY.** CUSTOMER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS SELLER, ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AUTHORIZED DISTRIBUTORS ("INDEMNIFIED PARTIES"), AGAINST ALL CLAIMS, DEMANDS OR CAUSES OF ACTION, SUITS, DAMAGES, LIABILITIES, JUDGMENTS, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF LITIGATION, WHETHER INCURRED FOR AN INDEMNIFIED PARTY'S PRIMARY DEFENSE OR FOR ENFORCEMENT OF ITS INDEMNIFICATION RIGHTS, WHICH MAY BE INCURRED BY AN INDEMNIFIED PARTY OR ASSERTED BY CUSTOMER (INCLUDING, WITHOUT LIMITATION, CUSTOMER'S EMPLOYEES, CONTRACTORS AND AUTHORIZED DISTRIBUTORS) OR BY ANY THIRD PARTY ON ACCOUNT OF (I) ANY PERSONAL INJURY, DISEASE OR DEATH

OF ANY PERSON(S), DAMAGE TO OR LOSS OF ANY PROPERTY, OR MONEY DAMAGES OR SPECIFIC PERFORMANCE OWED TO ANY THIRD PARTY (BY CONTRACT OR OPERATION OF LAW), AND ANY FINES, PENALTIES, ASSESSMENTS, ENVIRONMENTAL RESPONSE COSTS OR INJUNCTIVE OBLIGATIONS CAUSED BY, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH, ACTIONS OR OMISSIONS OF CUSTOMER (INCLUDING, WITHOUT LIMITATION, ITS EMPLOYEES, CONTRACTORS AND AUTHORIZED DISTRIBUTORS) OR ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, (I) THE SOLE NEGLIGENCE, FAULT OR STRICT LIABILITY OF CUSTOMER AND (II) THE CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES AND CUSTOMER OR CUSTOMER AND ANY THIRD PARTY; AND (II) ANY BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT OF CUSTOMER CONTAINED IN THESE GT&CS. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH SELLER AND CUSTOMER, THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE IS AN INDEMNITY BY CUSTOMER TO INDEMNIFY AND PROTECT SELLER FROM THE CONSEQUENCES OF SELLER'S OWN NEGLIGENCE.

11. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE GT&CS, SELLER'S AND ANY OF SELLER'S AFFILIATES TOTAL LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE GT&CS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF STATUTORY DUTY OR NEGLIGENCE (INCLUDING, BUT NOT LIMITED TO, SELLER'S NEGLIGENCE) OR OTHER TORT, WHETHER BY VIRTUE OF STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE OF THE RELEVANT PRODUCT IF DELIVERED, OR IF THE ABOVE BREACH OF CONTRACT CONSISTS OF A FAILURE TO DELIVER, THE PRICE OF THE PRODUCT HAD IT BEEN DELIVERED AND INVOICED. IN NO EVENT SHALL SELLER'S AND ANY OF SELLER'S AFFILIATES TOTAL LIABILITY UNDER THESE GT&CS TO CUSTOMER EXCEED TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000). NO PARTY (EVEN IF NEGLIGENT) WILL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PRODUCTION, LOSS OF USE, LOSS FROM BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE COST, EXPENSE, LOSS OR DAMAGE OF ANY KIND.

12. FORCE MAJEURE. Either Seller or Customer will be excused from its obligations under these GT&Cs (except financial) to the extent that performance is delayed or prevented by any circumstances reasonably beyond its control; or by fire, explosion, mechanical breakdown, strikes or other labor trouble, plant shutdown, riots or other civil disturbances, or voluntary or involuntary compliance

with any law, regulation or request of any governmental authority; or by unavailability of or interference with Seller's usual sources of the Products or crude oils or other constituent materials, or by the usual means of transporting any of them. When a Force Majeure Event results in a shortfall of Product available to meet all Seller's supply obligations, Seller may apportion any reduced quantity of Product among itself and its customers and affiliates in any manner it determines to be fair and reasonable. Seller shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event. Should Seller acquire any quantity of Product following a Force Majeure Event, Seller may use or distribute, without apportioning, such Product at Seller's sole discretion. Customer may acquire any shortfall quantity of Product from other sources at Customer's own risk and cost. Any quantity of Product consequently not delivered will be deducted from any applicable remaining quantity obligations under these GT&Cs unless the parties agree otherwise in writing. The party who's ability to perform its obligations under these GT&Cs is affected by a Force Majeure Event shall promptly notify the other party in writing with reasonable details of such event. The affected party shall give prompt notice to the non- affected party of the end of the Force Majeure Event, and shall resume full performance under these GT&Cs as soon as reasonably possible. No Force Majeure Event shall have the effect of extending the term of these GT&Cs or of terminating these GT&Cs unless agreed by the Parties in writing.

13. ASSIGNMENT. These GT&Cs will not be assigned or delegated by Buyer, in whole or in part, without Seller's prior written consent.
14. REMEDIES - WAIVER. In the event of Customer's breach of any provision of these GT&Cs; or Customer's default in payment of any indebtedness to Seller whether under these GT&Cs or otherwise; or initiation of any bankruptcy, insolvency, receivership or other like proceeding by or against Customer; or Customer's failure to comply with any Federal, state or municipal law, ordinance, regulation, order, license or permit relating to the operations of Customer in connection with the Products; Seller shall have the right, in addition to any other rights or remedies it may have, to suspend deliveries hereunder or to terminate these GT&Cs by giving Customer notice. Seller's right to require strict performance of Customer's obligations hereunder shall not be affected in any way by any previous waiver, forbearance, course of dealing, or trade custom or usage.
15. NOTICES. Every notice hereunder shall be given by certified or registered letter and shall be deemed given when deposited in the U.S. mail and directed to Seller or Customer (as the case may be) at its address specified in the document to which these General Terms and Conditions are attached, or at such other address as either may have substituted by notice so given to the other.
16. DISPUTE RESOLUTION. These GT&Cs and any dispute or claim of whatever nature arising out of or in connection with it will be governed by the laws of the state of Pennsylvania without regard to its conflicts of laws principles.

All disputes or claims shall be exclusively referred to and finally resolved by the appropriate state and federal courts in Montgomery County, PA and the Parties waive any objection to such proceedings on the grounds of lack of personal jurisdiction, venue or inappropriate forum. The Parties also waive any right to a trial by jury.

17. **PARTIAL INVALIDITY.** If at any time any provision of these GT&Cs is or becomes illegal, invalid, void or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of these GT&Cs in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of these GT&Cs in any other jurisdiction shall not be affected.
18. **ANTI MONEY LAUNDERING.** Each party agrees and undertakes to the other that, in connection with these GT&Cs, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to anti-bribery or anti-money laundering applicable to its performance of these GT&Cs. Customer represents and warrants to Seller that its payments to Seller shall not constitute the proceeds of crime in the contravention of anti-money laundering laws. Seller may terminate this Product order immediately upon written notice to the Customer, if in its reasonable judgment supported by credible evidence, the Customer is in breach of any of the provisions of this clause and has failed to provide information demonstrating such compliance. Only the Customer shall pay the invoice from Seller. No party other than the customer shall pay the invoice without the prior consent of Seller.
19. **APPORTIONMENT OF SUPPLY.** If Seller's supply of any Products sold at the place from which deliveries thereof are usually made is, or will be, insufficient at any time for Seller to meet the requirements of its customers, contract or non-contract, which normally are, or would be, met from such place, then Seller will apportion deliveries to Customer and its other customers in accordance with its then current policy of apportionment or allocation of supply, without obligation on Seller's part to supplement its supply at such supply point or to change its supply point for Customer or any other customer.