

## Industrial Oils Unlimited, LLC Customer General Terms and Conditions

1. **Exclusive Terms.** In the absence of a mutually negotiated and fully executed agreement between the parties, these Customer General Terms and Conditions ("Terms and Conditions"), shall exclusively govern all transactions between INDUSTRIAL OILS UNLIMITED, LLC, an Oklahoma limited liability company ("Seller"), and the Buyer identified in a written, verbal or standing request to purchase (collectively an "Order") industrial lubricants, oils, greases, and like products (collectively "Product(s)") from Seller pursuant to such Order. Notwithstanding anything to the contrary, and regardless of whether deemed by adjudication by a court of law of competent jurisdiction to constitute an offer, counter-offer or otherwise, Seller's performance or delivery of any requested Product, at Seller's sole discretion, is subject to these Terms and Conditions. If Seller's performance and/or written or verbal confirmation of an Order ("Confirmation") is in response to an offer from Buyer, and if Buyer's offer contains any terms and conditions that are additional to or different from these Terms and Conditions, Seller's performance and/or Confirmation shall constitute an acceptance of such offer subject to the express condition that Buyer assent to these Terms and Conditions without modification as the complete and exclusive statement of the terms and conditions of agreement between the parties. To the extent that anything in an Order conflicts with these Terms and Conditions, these Terms and Conditions shall control. To the extent that anything in an Order conflicts with Seller's Confirmation", if applicable, the terms of Seller's Confirmation shall control. To the extent that an Order references or incorporates by reference any additional or different terms and conditions, whether proposed or provided by Buyer in a request for quote, purchase order, response to a Seller Confirmation or in any other Buyer-supplied form or communication: (i) shall be considered material alterations of Seller's offer (or counter-offer if and as applicable); (ii) are hereby objected to and rejected by Seller; (iii) are void and shall not be binding upon Seller; and (iv) shall not be deemed part of these Terms and Conditions. Any action by Buyer in furtherance of a purchase of any Product, including without limitation, receipt of such Products or the payment of an invoice therefor, shall constitute Buyer's acceptance of these Terms and Conditions. Additionally, Buyer's failure to provide written objection to a Confirmation within two (2) business days of receipt thereof shall constitute Buyer's acceptance of such Confirmation, including these Terms and Conditions. These Terms and Conditions shall apply to all future transactions between Seller and Buyer for Products, regardless of whether these Terms and Conditions are attached thereto, and shall govern all future communications, writings, and dealings between Seller and Buyer.
2. **Price.** The purchase price for each Product shall be the price reflected in an Order or the applicable Confirmation, if any, and the absence of an established price in either an Order or Confirmation, if and as applicable, as reflected in Seller's invoice. Unless the parties agree otherwise in writing, all packaging, shipping, freight, delivery and insurance costs and expenses, any demurrage or detention charges or fees, and all applicable taxes and duties, shall be the sole responsibility of Buyer and shall be deemed excluded from the purchase price. Unless otherwise specified in the Order, Seller shall use its own discretion in making shipping and carrier arrangements on Buyer's behalf. Buyer shall obtain insurance for the Products while in transit. To the extent that Seller pays any such insurance or other costs/expenses, charges/fees, taxes, or duties on Buyer's behalf, Seller shall invoice Buyer for the same and all such invoiced amounts shall be paid by Buyer in accordance with Section 3 hereof.
3. **Payment.** Seller shall invoice Buyer for all amounts owed hereunder. Payment for the full amount of each invoice shall be made to Seller, addressed as indicated on an invoice, in United States currency, within thirty (30) days following the date of such invoice. Buyer shall not offset or deduct any amounts owed from Seller to Buyer from its payment amounts. Time is of the essence with respect to all of Buyer's payment obligations hereunder. All overdue amounts owed from Buyer to Seller shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. In addition to all other rights and remedies of Seller set forth herein or under applicable law, in the event that Buyer fails to make any payment when due, Seller shall have the right (i) to decline to make any further deliveries pursuant to any Order until all outstanding amounts (including all interest) are paid by Buyer in full, and/or (ii) to offset any and all outstanding payment obligations or other indebtedness of Buyer to Seller against any outstanding payment obligations or other indebtedness that Seller or any of its affiliates may owe Buyer. Buyer shall reimburse Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller.
4. **Taxes and Duties.** Buyer shall submit to Seller a properly completed tax exemption certificate or a direct payment permit certificate with respect to any taxes or duties for which Buyer claims it is exempt. To the extent that such exemption certificate or direct payment permit certificate is disallowed or rejected by the applicable governmental or taxing authority, Buyer shall be responsible for the payment of any such applicable tax or duties. Buyer shall immediately reimburse Seller for any taxes or duties paid by Seller on Buyer's behalf.
5. **Delivery.** Unless otherwise specified in Seller's Confirmation and/or Bill of Lading, all Products ordered pursuant to these Terms and Conditions shall be delivered to Buyer on an Ex Works (EXW) basis (Incoterms® 2010) from Seller's loading dock. Seller will make commercially reasonable efforts to meet specified delivery or performance dates; provided however, that all such dates are estimates only and shall not be binding upon Seller. Delays in delivery or performance by Seller shall not entitle Buyer to cancel any order, refuse any items, or claim any damages. Seller expressly reserves the right to deliver the Products in installments, and Buyer consents to the same. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept any remaining deliveries. If Seller deems it necessary to store any Products due to Buyer's failure to accept delivery of such Products or any other delay caused by Buyer, Seller may store such Products at Buyer's sole expense, and Buyer shall reimburse Seller for any such expenses.
6. **Title and Risk of Loss.** Title to and risk of loss of all Products supplied pursuant to these Terms and Conditions shall transfer to Buyer in accordance with the applicable shipping term pursuant to Section 5 above.
7. **Force Majeure.** Seller shall not be responsible for failure or delays in delivery or performance due to any cause beyond its reasonable control, including without limitation: (a) acts of God, fires, storms, floods, other forms extreme weather and/or temperature, strikes, lockouts, accidents, acts of war or terrorism, strikes, labor shortages, riots, civil commotion, embargoes, power outages, breakage, mechanical issues, failure of equipment including tanks or pipe, delays of carriers, local or national disruptions to transportation networks or operations, fuel shortages and similar events; (b) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar government instrumentality; or (c) inability of Seller to obtain any required raw material, energy source, supplies, equipment, labor, or transportation, at prices and on terms Seller deems in its sole discretion to be commercially reasonable (each, a "Force Majeure Event"). To the extent that Seller is rendered unable to perform its obligations under any Order, in whole or in part, by a Force Majeure event, Seller's obligations shall be suspended for the duration of such Force Majeure Event. Without limiting the generality of the foregoing, under no circumstances shall Seller be obligated to purchase products from a third party for delivery to Buyer in the event of a Force Majeure Event. Seller may allocate its available supply of Product, and its raw materials and other resources, among its customers, itself, and its

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affiliates on such basis Seller deems fair and reasonable if Seller is unable, for any reason, to supply the quantities of Product contemplated by any Order.

8. **Safety Data Sheet.** Seller shall provide Buyer with a Safety Data Sheet ("SDS") for each Product. The SDS contains product information and may include precautions, if required, instructions, and recommendations associated with the intended use, transportation, delivery, unloading, discharge, storage, handling, and shelf life of the Product. Buyer acknowledges its responsibility to familiarize itself with all such information and precautions, including but not limited to safety and health information contained in the SDS or otherwise transmitted to Buyer by Seller at any time. Buyer shall be solely responsible for instructing its personnel, agents, contractors, customers or any third party who may be exposed to the Product concerning such information and precautions, and Buyer shall make such information and precautions available to these parties. Buyer assumes full liability and responsibility for compliance with the SDS.

9. **Compliance with Laws; Export Controls.** Buyer shall comply with all applicable laws, statutes, ordinances and regulations of any federal, state, or local governmental authority having jurisdiction thereof, including, without limitation, the Foreign Corrupt Practices Act, the anti-money laundering provisions of the USA Patriot Act and Bank Secrecy Act, and United States export control laws ("Applicable Laws"). Buyer shall not export or re-export any Products purchased hereunder to any person or entity that is a "denied party" under the Denied Parties List (or any similar list maintained by any governmental authority) or to entities or persons located within embargoed countries (in both cases as defined under the referenced export control laws). Seller assumes no liability for Buyer's failure to comply with Buyer's obligations arising under Applicable Laws.

10. **LIMITED WARRANTY.** Subject to and in accordance with the following provisions of this Section 10, Seller warrants solely to Buyer that the Products sold hereunder shall conform to Seller's specifications at the time of delivery, be free from defect, and free from liens and encumbrances:

- i. This limited warranty covers only (a) the failure of any Product to meet its specifications, and (b) any failure of a machine under normal use and service, which was caused directly by the failure of an allegedly defective Product.
- ii. In the event Buyer makes a warranty claim pursuant to section 10(i)(a) above alleging that a Product failed to meet the specifications, Buyer shall be required to submit a Product sample to Seller for testing. Subject to Section 11 herein, should Seller find a breach of the limited warranty set forth in section 10(i)(a) above, Seller in its sole discretion shall either replace the Product or refund the total purchase price and such remedy will be Buyer's sole and exclusive remedy with regard to such warranty claim.
- iii. In the event Buyer makes a warranty claim pursuant to section 10(i)(b) above alleging that a defective Product was the direct cause of the failure of a machine, Buyer will be required to submit oil samples from the failed machine as well as records showing that the machine was serviced as recommended by the manufacturer. Any warranty claim alleging that a defective Product was the direct cause of the machine failure must be made within thirty (30) days of discovery or it is waived by Buyer. Buyer may be required, to establish by a third party reasonably approved by Seller, that the direct cause of the machine failure was the Product. Seller reserves the right to examine the failed machine parts. This limited warranty shall be void if Buyer fails to operate or maintain the machine as specified by the original manufacturer or seller of the machine. Subject to Section 11 herein, should Seller find a breach of the limited warranty set forth in section 10(i)(b) above, Seller in its sole discretion shall either repair or replace the damaged machine, and such remedy will be Buyer's sole and exclusive remedy with regard to such warranty claim.
- iv. Notwithstanding anything herein to the contrary, in the event that Seller provides Buyer with goods or materials which are not manufactured by Seller ("Third-Party Goods"), Seller makes no warranties whatsoever for Third-Party Goods; provided, however, Seller shall pass through to Buyer any transferable manufacturer warranties applicable to such Third-Party Goods. Buyer and any persons claiming through Buyer shall seek recourse exclusively from the respective manufacturer(s) of any Third-Party Goods in connection with all claims arising from or related to any defects in or failure of the Third-Party Goods, actual or alleged, and this shall be the exclusive recourse of Buyer and any persons claiming through Buyer for any Third-Party Goods, whether such claims sound in contract, tort, strict liability, pursuant to statute, negligence or otherwise.

EXCEPT AS PROVIDED FOR HEREIN, SELLER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller makes no warranty, either express or implied, as to the accuracy or completeness of the results to be obtained from any Product. Buyer assumes full responsibility for quality control, testing and determination of suitability of each Product for its intended application or use.

11. **LIMITATION ON LIABILITY.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE LIABILITY OF SELLER TO BUYER, WHETHER BASED IN CONTRACT, IN TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE OF THE PRODUCTS SOLD TO BUYER WITHIN THE PRIOR SIX (6) MONTHS WITH RESPECT TO WHICH SELLER'S LIABILITY IS CLAIMED, AND IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISE IN CONNECTION WITH THE PRODUCTS OR IN CONNECTION WITH EITHER SELLER'S FAILURE TO DELIVER OR ITS LATE DELIVERY OF THE PRODUCTS (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS AND LOSS OF PROFITS). Buyer acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies available to Buyer at law or in equity.

12. **Inspections and Shortages.** Buyer shall inspect all Product supplied hereunder immediately after delivery and shall notify Seller in writing of any claims for shortages within forty-eight (48) business hours after the date of delivery to Buyer. Buyer's failure to provide Seller with timely written notice of any claimed shortages shall constitute unqualified acceptance of the quantity of Product delivered pursuant to the applicable Order and a waiver by Buyer of all claims with respect to shortages.

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13. Indemnity. Buyer shall indemnify, defend and hold Seller harmless from and against all liability, loss, damage, costs and expenses including, but not limited to, costs and expenses of litigation and reasonable attorneys' fees, which Seller hereafter may incur or which Seller may reimburse to a third party as the result of (i) any claim, action or right of action, at law or in equity, arising out of (A) Buyer's non-compliance with or breach of these Terms and Condition and any representation, warranty, or obligation contained herein; (B) any injury (including death) to any person or damage to any property occurring as a result of, or caused in whole or in part by, acts or omissions of Buyer or its agents, officers, directors, employees, any subcontractor or its employees, or any person, firm or corporation employed or engaged by Buyer; (C) Buyer's (or any third party's) processing, transportation, delivery, unloading, discharge, storage, handling, sale, or use of any Product (or any product containing any Product); (D) Buyer's failure to act in accordance with the information contained in any SDS; or (E) Buyer's violation of any Applicable Law; (F) Buyer's use or disposition of any Product in a manner inconsistent with the Product's intended use if such use infringes, or allegedly infringes, upon any patent, copyright, trademark or other intellectual property or proprietary right of any third party; or (ii) any demand of or proceeding brought by any governmental authority to impose countervailing taxes or duties with respect to any Products, whether such demand or proceeding is brought prior to or following the delivery of such Products to Buyer. In no event shall Seller be liable to Buyer for countervailing taxes or duties relating to such Products imposed upon Buyer. Buyer hereby waives and releases Seller from all rights of recovery, claims, actions or causes of action which Buyer may have against Seller with respect to those matters which Buyer has agreed to indemnify Seller hereunder.

14. Waiver of Rights. BUYER'S FAILURE TO COMMENCE ANY CAUSE OF ACTION RELATED TO THE PRODUCT OR OTHERWISE ARISING UNDER AN ORDER WITHIN ONE (1) YEAR AFTER THE DATE OF DELIVERY OF SUCH PRODUCT PURSUANT TO THE APPLICABLE ORDER SHALL CONSTITUTE A WAIVER BY BUYER OF ANY OTHERWISE APPLICABLE STATUTE OF LIMITATIONS AND FOREVER BAR ALL RIGHTS TO COMMENCE ANY CAUSE OF ACTION WITH RESPECT THERETO.

15. Security. If at any time the financial responsibility of Buyer, or the credit risk involved, shall become unsatisfactory to Seller in Seller's sole discretion, Seller shall have the option to require Buyer to provide cash or security that is reasonably satisfactory to Seller prior to subsequent shipments or deliveries hereunder.

16. Changes; Cancellations. Buyer shall not be permitted to change or cancel any Order without the express written consent of Seller.

17. No Assignment. Buyer shall not assign all or any portion of any Order, including these Terms and Conditions, without Seller's prior written consent. These Terms and Conditions shall bind and inure to the benefit of the successors and permitted assigns of the respective parties.

18. Miscellaneous Provisions. These Terms and Conditions shall be governed by the laws of the State of Oklahoma, excluding its conflict of laws principles. The parties agree, consent, and waive contest to the exclusive jurisdiction and venue of the federal or state courts located in Tulsa County, Oklahoma for all disputes arising out of or relating to any Order and these Terms and Conditions. Failure of either party to exercise any right it has under the Terms and Conditions on one occasion shall not operate or be construed as a waiver by such party of its right to exercise the same right on another occasion or any other rights it has. Except as otherwise described herein, any such waiver must be in a writing signed by the waiving party. If any provision of these Terms and Conditions shall be adjudicated to be invalid or unenforceable, it is the parties' intent that the remaining provisions of these Terms and Conditions will remain in full force and effect, and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible to reflect as closely as possible the intentions of the parties as evidenced from the provisions of these Terms and Conditions. The section headings used herein are intended for convenience of reference only and shall not be considered in interpreting these Terms and Conditions. Nothing herein shall be construed as creating any direct or beneficial right in or on behalf of any third party.