1. **ACCEPTANCE OF TERMS**
   It is expressly agreed by Buyer that acknowledgment in a record or placement of an order for product purchase shall be deemed acceptance of the terms of this Sales Agreement and the terms stated herein shall apply to all purchases of product made by Buyer during the term of this Sales Agreement.

2. **PRICE**
   Unless otherwise agreed in writing by the parties hereto, the price for the goods shall be Seller's current price in effect at the time of shipment. A price stated herein may be increased, at Seller's option, including any increase in Seller's transportation cost for the goods (if sold on a delivered basis) placed into effect between the date hereof and the time of shipment.

3. **TAXES**
   Any tax, excise or other governmental charge imposed upon the production, sale or transportation of any goods sold hereunder which Seller may be required to pay, shall be paid by Buyer to Seller in addition to the purchase price.

4. **PRICE CONTROLS**
   In the event any governmental law, regulation or order prohibits Seller, in its opinion, from collecting from Buyer a price for the goods herein provided for, Seller may without liability to Buyer, cancel Buyer's order as to future shipments by giving Buyer ten (10) days' prior written notice of cancellation.

5. **PAYMENT; CREDIT**
   Buyer shall remit payment to Seller in U.S. currency in accordance with the payment term designated in each invoice. Seller shall have the right where permitted by law to assess a delinquency charge on each invoice not timely paid.

   Any credit Seller may elect to extend to Buyer shall be upon Seller's credit terms in effect at the time of Seller's acceptance of order. If, in Seller's judgment, Buyer's credit is impaired or unsatisfactory, or if Buyer fails to make any payment due Seller, Seller may suspend deliveries until such time as Buyer has satisfied credit arrangements with Seller or require Buyer to pay cash in advance.

6. **TITLE; RISK OF LOSS; DELIVERIES**
   Deliveries F.O.B. Seller's facility. Title and risk of loss shall pass to Buyer upon delivery to Buyer's transport.

   Deliveries F.O.B. Buyer's facility. Title and risk of loss shall pass to Buyer upon delivery to Buyer's facility. Seller shall ship goods within a reasonable period of time after confirmation of Buyer's order. Seller reserves the right to ship, and Buyer agrees to accept and pay for quantity within 10% plus or minus of the quantity ordered. Seller's weights and/or measurements taken at the shipping point shall control. Product measurement shall be determined by weighing, metering, or other recognized gauging method selected by Seller.

   For deliveries by Rail, Buyer shall promptly unload all tank cars furnished or arranged for by Seller and shall bill and route the empty tank cars as Seller may direct. In the event Buyer shall fail to unload and release to the carrier any tank car within the seven (7) free days allowed, Buyer shall pay to Seller a flat rate per day in accordance with Seller's policy in effect at the time. Computations for the free days and detention charges will be based on the number of calendar days starting when the carrier places the car (either constructive or actual placement) and ending when Buyer releases the car.

   For deliveries by Truck, Buyer shall promptly unload all trucks and release them within two (2) hours of the trucks arrival. In the event Buyer shall fail to unload and release the truck within two (2) hours of arrival, Buyer shall pay to Seller detention charges in accordance with Seller's policy in effect at the time.


   Buyer assumes full responsibility for use and condition of cars, truck, or barges while in Buyer's possession and agrees to (a) compensate Seller for loss or damage to Seller's property, and (b) indemnify and save Seller harmless from any loss or damage to property other than Seller's and from any injuries to persons relating in any way to the use of such car, truck, and barge while such are in Buyer's possession. Buyer further agrees to report to Seller promptly any damage which may be sustained by the car, truck, isotank or barge in Buyer's possession.

7. **CLAIMS**
   Claims as to shortage in quantity, defects in quality, or any others, except for demurrage, shall be made by written notice to Seller within seven (7) days after the delivery in question and prior to unloading of goods from the carrier, or such claim shall be deemed waived. Seller shall have the right to inspect the goods prior to unloading if Buyer issues such notification. Upon verification, Seller shall resolve shortages or replace defective products without additional charges, or, in lieu thereof, at Seller's option, Seller may refund the purchase price upon return of the products at Seller's expense.

8. **LIMITATION OF LIABILITY**
   NOTWITHSTANDING ANY OTHER PROVISION HEREIN AND REGARDLESS OF THE CIRCUMSTANCES, SELLER'S TOTAL LIABILITY TO BUYER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH SUCH CAUSE AROSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. Any cause of action that Buyer may have against Seller arising from the sale of goods hereunder must be commenced within one (1) year after the cause of action has accrued.

9. **TRADEMARKS**
   Buyer acknowledges that it does not acquire hereunder or as a result of performance of this Agreement any right or interest in any trademark, patent or copyright of Seller or in its Products.

10. **LIMITED WARRANTY**
    Seller warrants that the goods sold hereunder shall meet Seller's specifications at time of delivery. OTHER THAN THE FOREGOING, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF
MERCHANDABILITY OR FITNESS OF THE PRODUCT FOR ANY PARTICULAR USE OR OTHERWISE, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES OR IN ANY PROCESS.

11. TECHNICAL INFORMATION

Any technical advice or assistance furnished by Seller to Buyer with respect to the selection or use of the goods sold to Buyer hereunder shall be given and accepted at Buyer's sole risk, and Seller shall have no liability whatsoever for the use of, or results obtained from, such advice or assistance whether or not based on negligence. Seller shall furnish to Buyer Safety Data Sheets and Certificates of Analysis for goods sold hereunder.

12. PRODUCT DISCONTINUITY: SPECIFICATION CHANGES

Seller may at its discretion: (a) change or alter the quality or specifications of any goods sold hereunder; (b) discontinue the manufacture of any such goods; or (c) discontinue the manufacture of any such goods at a particular manufacturing or blending facility.

13. EXPORT COMPLIANCE, SANCTIONS, ANTI-CORRUPTION, AND ANTI-BOYCOTT COMPLIANCE

Export Compliance and Sanctions. In the event that the commodity subject to this agreement is to be exported, each Party warrants to the other that it, and all others for whose actions it may be held accountable (hereafter "the Parties" or "Party"), will comply with all applicable laws, regulations, rules and requirements relating to export and re-export control and sanctions, including but not limited to the US Export Administration Regulations, US Treasury Department’s Office of Foreign Assets Control regulations, the US International Traffic in Arms Regulations (together, "Export and Sanctions Law"). Nothing shall be shipped to, transshipped through, or sourced from, directly or indirectly, any country, company or individual or for any end-use that is prohibited under Export and Sanctions Law. If either Party is or becomes identified on any government export denial, blocked, debarred, Specially Designated National, or other similar list, the other Party may terminate this agreement upon written notice to the other at any time. Each Party shall be excused from performance of any obligation under this agreement if such performance is prohibited under Export and Sanctions Law.

Anti-Corruption. The Parties warrant to each other that they shall comply with all applicable anti-bribery and anti-money laundering laws, rules, and regulations of the United States, European Union or any member state, the Republic of Singapore, and any other similar laws in all applicable jurisdictions. These laws include, without limitation, the currently effective or successor versions of the U.S. Foreign Corrupt Practices Act; the UK Bribery Act 2010; the UK Money Laundering Regulations 2007; the UK Anti-Terrorism, Crime, and Security Act 2001; the Proceeds of Crime Act 2002; and the Singapore Penal Code.

Anti-Boycott: None of the language in this agreement is intended, or shall be construed, as an agreement by either Party to comply with any international boycott if compliance or agreement to comply therewith would violate US anti-boycott laws or regulations.

Conflict of Interest. Neither Party shall directly or indirectly, pay salaries, commissions, or fees, or make payments or rebates to employees or officers of the other Party, nor favor employees, officers, or the designees thereof of the other Party with gifts or entertainment of unreasonable cost or value, or with services or goods sold at less than full market value, or enter into business arrangements with employees or officers of the other Party, unless such employees or officers are acting as representatives of the other Party. Violation and Remedy Provisions. Either Party may terminate this agreement immediately upon written notice to the other, if the other Party is in breach of the above clauses or fails to cooperate by providing information demonstrating compliance. Violation of these clauses shall be deemed a material breach of this agreement. Each Party agrees to indemnify the other for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses, and liabilities that may arise as a result of the indemnifying Party's breach of its obligations under these clauses.

Order of Preference. In the event of a conflict between this section and any other provision, the terms of this section shall prevail.

14. FORCE MAJEURE

Neither party shall be liable to the other for failure or delay in performance hereunder to the extent that such failure or delay is due to war, fire, flood, strike, lockout or other labor trouble, accident, breakdown of equipment or machinery, riot, act or request of governmental authority, act of God, or other contingencies beyond the control of the affected party which interfere with the production, transportation or supply of raw materials, power, fuel or other supply of any raw material, product or service to Seller hereunder, provided that in no event shall Buyer be relieved of the obligation to pay in full for goods received. The affected party shall use reasonable efforts to remedy the force majeure; provided, however, the settlement of strikes, lockouts, industrial disputes, or disturbances shall be entirely within the discretion of the party so settling. The party affected by an event of force majeure shall give prompt written notice to the other party of the occurrence of such event.

15. ALLOCATION

If at any time there is, in Seller's reasonable opinion, a shortage in the supply of Product which impedes Seller's ability to meet its requirements and those of its customers, then Seller may allocate in a fair and reasonable manner. No allocation pursuant to this section shall operate to extend the period of this Agreement. Seller shall not be obligated to sell or deliver and Buyer shall not be obligated to purchase or accept any Product withheld by Seller during a period of allocation or at any time following the allocation period.

16. DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the parties. If the parties cannot resolve the dispute, then they will submit the matter to arbitration in accordance with the rules of the American Arbitration Association. The award of the arbitration shall be final and binding and enforceable, and the parties agree to exclude any right of appeal in connection with any question of law arising in the course of the arbitration or with respect to any award rendered. The place of arbitration shall be Houston, Texas. This provision shall survive the termination or expiration of this Agreement.

17. GOVERNING LAW

THIS CONTRACT SHALL BE INTERPRETED UNDER AND GOVERNED BY THE LAW OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES.

18. ASSIGNMENT

This Agreement is not transferable without Seller's prior written consent.

19. WAIVER OF BREACH

No waiver by either party of any breach of any of the terms and conditions contained in this Agreement shall be construed as a waiver of any subsequent breach of the same or any other term or condition.

20. CONFIDENTIALITY

Each party agrees that it will keep, and cause its employees to keep, confidential the terms and conditions stated herein, including pricing. This provision shall survive the termination or expiration of this Agreement.