



**Sunoco Partners Marketing & Terminals L.P.
General Terms & Conditions
For Sales and Purchases of Products and Renewable Identification
Numbers (RINS)**

November 1, 2018

CONTENTS

Part 1 –Products

<u>Section</u>	<u>Page Number</u>
1. Interpretation	4
2. Definitions	4
3. Title and Risk of Loss	7
4. Insurance	7
5. Measurement and Inspection	8
6. Waterborne Deliveries	9
7. Non-Waterborne Deliveries	16
8. Exchange for Physical Balancing (EFP Balancing)	18
9. Payment and Credit	18
10. Credit; Financial Responsibility	20
11. Cessation of Price Markers	20
12. Tax	20
13. Warranty	21
14. Claims for Quality or Quantity	21
15. Limitation of Liability and Remedy	22
16. Liquidation and Close-Out	22
17. Indemnity	23
18. Force Majeure	24
19. Intentionally Omitted	24
20. Bookouts	24
21. Nonperformance/Remedies	25
22. Material Safety Data Sheet (MSDS)/Health and Safety	25
23. REACH	25
24. Export Control Compliance	26
25. Imports	26
26. Drawback	27
27. Compliance with Law	27
28. New and Changed Regulations	27
29. Facilitation Payments and Anti-Corruption	28
30. Arbitration and Governing Law	28
31. Assignment	29
32. Notices	29
33. Confidentiality	29
34. Supply Relationship	30
35. Renewable Fuel Standards Compliance, RINS Assignment	30
36. Miscellaneous Provisions	30

Part 2 – RINS 32

<u>Section</u>	<u>Page Number</u>
1. Interpretation	32
2. Definitions	32
3. Title and Risk	32
4. Payment and Credit	33
5. Credit; Financial Responsibility	34
6. Cessation of Price Markers	34

CONTENTS CONTINUED

<u>Section</u>	<u>Page Number</u>
7. Tax	34
8. Warranty with Respect to RINS	34
9. Defaults and Remedies	34
10. Limitation of Liability	35
11. Indemnity	35
12. Liquidation and Close-Out	36
13. Force Majeure	36
14. Compliance with Laws	36
15. New and Changed Regulations	37
16. Arbitration and Governing Law	37
17. Documentation	37
18. Transfer of RINS in Connection with Product	37
19. Facilitation Payments and Anti-Corruption	37
20. Assignment	37
21. Notices	37
22. Confidentiality	37
23. Supply Relationship	37
24. Miscellaneous Provisions	38

Part 3 – Schedules, Appendices	39
---------------------------------------	-----------

<u>Section</u>	<u>Page Number</u>
Schedule A	
Seller’s Letter of Indemnity for Payment without Presentation of Original Shipping Documents	40

General Terms and Conditions

Part 1 –Products

1. Interpretation

The Sales and/or Purchase Agreement (“Agreement”) is comprised of these General Terms and Conditions and the Special Provisions, and any SPMT terminal and/or dock manual as applicable and the SPMT Vessel Vetting Criteria. Generally, it is the intent of the Parties that all documents comprising this Agreement shall be construed together, as a whole, so as to avoid any conflicts among them. However, should any conflict between any of the documents comprising this Agreement not be avoidable, such conflicts will be resolved in the following order of priority: (a) in the event of a conflict between these General Terms and Conditions and the Special Provisions, the Special Provisions shall prevail; (b) in the event of a conflict between these General Terms and Conditions and any applicable SPMT terminal/dock manual, the SPMT terminal/dock manual shall prevail; and (c) in the event of a conflict between any applicable SPMT terminal/dock manual and the SPMT Vessel Vetting Criteria, the SPMT Vessel Vetting Criteria shall prevail. All headings used in the Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of the provisions hereof. Unless expressly provided otherwise, the word “including” as used herein does not limit the preceding words or terms.

2. Definitions

Affiliate – A company or legal entity which directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party. For this purpose, “control” means the direct or indirect ownership of 50% or more of the voting rights attached to the issued share capital of such company or other legal entity.

Agreement – See Interpretation, above.

All Fast – Vessel is securely moored at the location where cargo operations are to commence.

API – American Petroleum Institute.

API/ASTM Standards – American Petroleum Institute/ASTM International standards in effect at the Agreement date. In the event an applicable standard is revised during the Agreement term, the revised standard shall apply after both parties have evaluated and accepted the revisions.

Barge/Pipeline – A delivery method where it has not been explicitly determined at the time of initial trade negotiation by which method what quantity of the shipment will take place.

Barrel – Means a barrel of 42 U.S gallons at 60° Fahrenheit.

Berth – A berth, dock, anchorage, submarine line, single point or single berth mooring facility, offshore location, alongside vessels or lighters or any other loading or discharge place as may be indicated by the Party in question.

Business Days – U.S. calendar days excluding Saturdays, Sundays, and federally scheduled holidays.

Calendar Days – U.S. calendar days including Saturdays, Sundays, and federally scheduled holidays.

Certificate of Origin United States (COO-US) – a certificate or similar documentation certifying that specified product exported from the United States has been obtained, produced, manufactured or processed in the United States in accordance with applicable legal requirements for such export, including any free trade agreements between the United States and the country of destination. The procedures and adequacy for any COO-US shall be determined solely based on U.S. law.

Charter Party – Contract between a ship owner and a commercial entity by which a Vessel is let or hired for the transportation of goods on a specified voyage or defined period of time.

Delivery – Placing or procuring to place the Product at the disposal of the Buyer at the time and place agreed upon. “Deliver” includes “procure to be delivered” and the term “delivery” shall be construed accordingly, and “deliverable” and “delivered” shall be similarly construed.

Delivering Party – The Party to the Agreement which is Delivering Product to the Receiving Party at a particular point of Delivery.

EAR – Export Administration Regulations.

EFPP – Exchange Futures for Physical – An exchange of futures contracts for, or in relation to, physical Product between the Parties in quantities intended to be equivalent.

EMTS – Environmental Protection Agency Moderated Transaction System.

ETA – In the case of FOB deliveries, means the estimated time and/or date or range of days of arrival of the Vessel at the loading Terminal and, in the case of CFR, CIF and DES deliveries means the estimated time and/or date or range of days of arrival of the Vessel at the discharge Terminal. Any ETA at the discharge Terminal given hereunder shall not place the Seller under any obligation to meet such date (other than to use its reasonable endeavors to ensure that the contract of carriage is consistent with the meeting of such date) and, for the avoidance of doubt, in the case of CFR or CIF Agreement, shall not be construed as changing the nature of the Agreement.

Incoterms – The 2010 version as published by the International Chamber of Commerce and applicable to the Agreement except where in conflict with it.

IP – Institute of Petroleum.

ITAR – the International Traffic in Arms Regulations.

Laydays – The range of days specified in the Agreement when the Seller’s Vessel must tender a valid NOR at the loading terminal whereupon loading shall commence as soon as reasonably practical.

Laytime – The time allowed to the Buyer for loading or the time allowed to the Seller for discharging as the case may be.

Letter of Credit – An irrevocable standby letter of credit in form and substance reasonably acceptable to Seller and issued by a financial institution which is a major U.S. commercial bank or the U.S. branch of a foreign bank which has assets of at least \$20 billion U.S. dollars and an unsecured credit rating of at least ‘A-’ as assigned by Standard & Poor’s or its successor and ‘A3’ as assigned Moody’s Investors Service, Inc. or its successor.

LIBOR – The one month London Interbank Offered Rate for U.S. dollars determined at 11:00 am London time on the first day of the calendar month (or if the first day of the calendar month is not a London Banking Day, then the immediately preceding London Banking Day) in which the date of determination occurs for any determination date offered by the National Westminster Bank or any of its successors.

London Banking Day – For the purpose of the definition of LIBOR, a day on which the London Interbank Market is transacting in dealings on deposits in U.S. dollars.

MTA – Marine Technical Advisor - the representative that boards the Vessel for the purpose of inspection and monitoring all safety and environmental aspects of waterborne operations; also serves as terminal liaison for all waterborne operations.

Natural Gas Liquids – ethane, propane, butane and/or natural gasoline.

NOR – Notice of Readiness – the valid notice that the Vessel is in all ways ready to commence load or discharge operations, as the case may be, as given by the master of the Vessel (or the master’s representative) to the Seller (or its representative) at the Terminal or to the Buyer (or its representative) at the discharge port, respectively.

OFAC – the Office of Foreign Assets Control.

Party – either the Buyer or the Seller, and collectively, the “Parties.”

Product(s) – refined product, intermediate, Natural Gas Liquids, ethanol or biodiesel as specified in the Special Provisions of the Agreement.

Product Transfer Order (PTO) - Documentation authorizing the transfer of title to a specified quantity of Product at a specific delivery location from Seller to Buyer effectuating an in-Tank transfer.

Receiving Party – The Party to the Agreement which is receiving Deliveries of Product from the Delivering Party at a particular point of Delivery.

Renewable Identification Number (RIN, RINS, RIN(s)) – As defined in 40 C.F.R. §80.1401, as applicable.

Special Provisions – The negotiated terms of the commercial transaction such as date, Product, quality/specifications, quantity, parties, price, location, term/delivery period, measurement, payment terms, or any other negotiated terms including any other conditions.

SPMT – Sunoco Partners Marketing & Terminals L.P.

Tank – a (non-Vessel) tank, sphere or cavern.

Terminal – The place or port of loading and/or discharge.

Ton – A metric ton or tonne.

VEF – Vessel Experience Factor.

Vessel – Vessel shall mean a ship or barge unless otherwise specified.

3. Title and Risk of Loss

3.1 Title to and all risk of loss or damage to any Product delivered under the Agreement shall pass as follows when:

- By or into any Vessel – at the flange between the Vessel’s permanent hose connection and the shore line
- Into any truck, rail car or pipeline – as the Product enters the receiving equipment
- Received by a common carrier – when the Product is accepted for shipment
- Into storage (not vessels) – as the Product enters the Tank (“Into Tank”) unless where specified to be as the Product leaves the Tank (“Ex Tank”)
- By book, PTO or stock transfer – on the effective date of the transfer

3.2 In all cases, passage of title and risk per above is not conditioned on delivery or receipt of Bills of Lading.

3.3 FOB, CIF, CFR, FCA, CPT, CIP, DDP, DAT, and DAP shall have the meaning ascribed in Incoterms 2010 except as modified by the Agreement. DAF, DDU, and DES shall have the meaning ascribed in Incoterms 2000 except as modified by the Agreement. Incorporation of any Incoterm(s) takes place by reference in the Special Provisions and shall only be applicable to the extent the Incoterm is not modified by the Agreement. Where there is any inconsistency or conflict between Incoterms and the Agreement, the Agreement shall prevail.

4. Insurance

4.1 FOB and CFR Deliveries – The responsibility for securing insurance resides completely with the Buyer.

4.2 CIF Deliveries – Seller is responsible for securing cargo insurance for the full invoice value of the cargo plus 10%. Insurance shall be in effect from the time the risk passes at the loading Terminal to when the Product passes the Vessel’s permanent hose connection at completion of discharge, with the Buyer as the policy’s beneficiary upon passing of risk according to the sales agreement. The Seller shall provide Buyer with a certificate of insurance or a Seller’s self insurance letter.

4.3 DES Deliveries – The responsibility for securing insurance resides completely with the Seller.

4.4 FCA and CPT Delivery - The responsibility for securing insurance resides completely with the Buyer.

4.5 CIP Delivery – Seller is responsible for securing insurance to the full value of the cargo plus 10% with the Buyer as beneficiary. Insurance shall be in effect from the time risk passes at the loading Terminal until the Product arrives at the agreed upon delivery point and is placed at the disposal of the Buyer. The Seller shall provide Buyer with a certificate of insurance or a Seller’s self-insurance letter.

4.6 DDU, DDP, DAF, DAT, or DAP Delivery – The responsibility for securing insurance resides with the Seller until such time that the Product arrives at the agreed upon delivery point and is placed at the disposal of the Buyer. The Seller shall provide Buyer with a certificate of insurance or a Seller’s self-insurance letter.

4.7 Insurance Requirements

Buyer shall take out, carry and maintain insurance on an occurrence basis or self-insurance acceptable to the Seller, the following insurance with limits not less than those indicated for the respective items: A.) Statutory Workers’ Compensation and Occupational Disease Insurance, including Employer’s Liability Insurance and, if applicable, coverage under the Longshoremen and Harbor Workers’ Compensation Act, The Jones Act or other Maritime Employer’s Liability, complying with the laws of each jurisdiction in which any work is to be performed or elsewhere as may be required. Employer’s Liability Insurance (and Maritime Employer’s Liability, if applicable) shall be provided with a limit of not less than \$2,000,000 each occurrence. B.) Commercial General Liability Insurance, and if applicable, including but not limited to, all premises and operations, contractual liability, products – completed operations liability, fire legal liability, explosion, collapse and underground damage liability, broad form property damage liability and, if applicable, watercraft and aircraft liability, as well as coverage on all contractors’ mobile equipment owned, hired or used in the performance of this contract with limits not less than \$5,000,000 bodily injury, personal injury and property damage combined each occurrence. C.) Automobile Liability Insurance, including contractual liability, covering all motor vehicles owned, hired, used and employed in the performance of this contract, with limits not less than: \$5,000,000 bodily injury and property damage combined each occurrence. D.) Those additional insurance requirements, if any, identified in the SPMT Vessel Vetting Criteria. Insurance must cover Seller, its parent, subsidiaries and affiliates and their respective officers, directors and employees as additional insured. All insurance coverage shall include a Waiver of Subrogation in favor of Seller, its parents, subsidiaries and affiliates and their respective officers, directors and employees. Buyer shall provide certificates of insurance acceptable to the Seller prior to commencement of performance hereunder. The policies of insurance shall be endorsed to provide that thirty (30) days' advance notice shall be given to Seller in the event of any material change in, or cancellation of such insurance. Upon the request of the Seller, Buyer shall also provide certificates of insurance to Seller evidencing such insurance covering period subsequent to the term of this Agreement. The insurance requirements set forth herein shall not in any way limit the Buyer’s liability arising out of this Agreement or otherwise, and shall survive the termination/cancellation of this Agreement.

5. Measurement and Inspection

5.1 The quantity and quality of the Product shall be determined by API and/or ASTM standards, including metering standards pertaining to meter calibration and accuracy. All volumes and/or quantities shall be adjusted per API and/or ASTM

standards.

5.2 The Seller shall permit the Buyer to review and copy as desired relevant meter verification records and witness verification tests as requested.

5.3 Unless agreed otherwise, inspection and measurement shall be conducted by an independent inspector mutually acceptable to both Parties. The cost of the independent inspector shall be shared equally by both Parties and the inspector's report made available to both Parties.

5.4 For Marine Deliveries:

The independent inspector shall gauge and record static shore tank measurements to determine delivered volumes at the appropriate loading/discharge Terminal. Certified meter measurements are acceptable where static shore tank measurement is not available. Both Parties agree to volume determination based on Vessel figures adjusted for valid VEF if neither static shore tank measurements, certified meter readings, or line presses are possible. The independent inspector shall conduct or witness tests on a composite sample(s) taken at the appropriate loading or discharge Terminal. Either Party shall be entitled to cause their representative(s) MTA to carry out inspections of the vessel and/or observe cargo operations and to ascertain the quantity and quality of the cargo, water, and residues on board at any loading and/or discharge port or place.

5.5 For Pipeline Deliveries:

Pipeline meters shall be used to measure quantities delivered into or out of pipelines where available. If certified meter readings are not available, then both Parties will agree to volume determination. Quality shall be determined according to on-line sampling devices elsewhere not available, according to the standard practices in use at the Terminal/pipeline at the time of delivery.

5.6 For Truck / Rail Car Deliveries:

Meters or shore tanks/scales shall be used to measure quantities delivered into or out of trucks or rail cars located at or near the delivery point. Volumetrically accurate composite samples from the appropriate tank will be used to determine quality.

6. Waterborne Deliveries

6.1 Nominations

6.1.1 For FOB deliveries, each Vessel shall be nominated in writing by the Buyer to the Seller specifying:

- a. Vessel name, original build date, capacity, length, beam, and flag as well as any other information required by SPMT Vetting group including but not limited to IMO Number or Coast Guard Official Number on the barge, Vessel Questionnaire, Officer Matrix, owner/operator, incident reports, Class documents, and permission to perform a material/operational inspection as necessary
- b. Product quality and quantity to be loaded
- c. Vessel ETA and details of current position and itinerary

- d. Changes to Vessel ETA shall be relayed to the Seller however, Laydays are revised only at the discretion of the Seller by written agreement
- e. Vessel destination
- f. Details of any other cargo already loaded or to be loaded on the Vessel prior bottoms, and any traces of H2S from any prior cargoes.
- g. Information as may be required by the Terminal
- h. Full written instructions regarding the particulars and destination of the bills of lading, any information required for export documentation, any COO-US if the parties agreed such would be provided, and any other Terminal documentation which may be required.

The nomination shall not be effective unless it is received by the Seller not later than 7 days prior to the first day of the Laydays. Notwithstanding the foregoing, if the nomination is received by the Seller after such 7th day and is accepted by the Seller, it shall be effective but the Buyer shall be liable for all costs resulting from any delays in loading the Product under the Agreement that are due directly to the failure of the Buyer to nominate in a timely manner and any such delays shall not count as time allowed to the Seller for loading or if the Vessel is on demurrage, as demurrage.

In the event that the Agreement is entered into 7 days or less prior to the first day of the Laydays, then the nomination must be received, by the Seller, no less than 2 days prior to the first day of the Laydays.

In the event that the Agreement's delivery method is "Barge/Pipeline," then the nomination shall not be effective unless it is received by the Seller not later than 5 days prior to the specified pipeline nomination deadline and not later than 3 days prior to the first day of the barge Laydays.

Notwithstanding the foregoing, if the nomination is received by the Seller after the 5th or 3rd day as applicable and is accepted by the Seller, it shall be effective but the Buyer shall be liable for all costs resulting from any delays in loading the Product under the Agreement that are due directly to the failure of the Buyer to nominate in a timely manner and any such delays shall not count as time allowed to the Seller for loading or if the barge is on demurrage, as demurrage.

6.1.2 For CFR, CIF, DDU and DES deliveries, Buyer shall within 2 business days after receipt of the Seller's Vessel nomination (as required under 6.1.1), notify the Seller of full written instructions and discharge Terminal if not previously specified in the Agreement. Buyer shall be liable for delays resulting from not providing full written instructions in a timely manner. Seller reserves the right to issue instructions where none are provided. No change to Terminal as nominated and specified shall be made without the prior written acceptance which shall not unreasonably withheld provided that the alternate Terminal is permitted by the governing Charter Party.

Nominations must be received by the Buyer no later than 7 days prior to the first day of the Laydays. Nominations received after the 7th day that are accepted by the Buyer shall be effective but the Seller shall be liable for all costs resulting from any delays in loading the Product under the Agreement that are directly due to

the failure by the Seller to timely nominate a Vessel and any delays shall not count towards time allotted to the Buyer for loading or as demurrage.

In the event that the Agreement is entered into 7 days or less prior to the first day of the Laydays, then the nomination must be received by the Buyer no later than 2 days prior to the first Layday.

In the event that the Agreement's delivery method is "Barge/Pipeline," then the nomination shall not be effective unless it is received by the Buyer not later than 5 days prior to the specified pipeline nomination deadline and not later than 3 days prior to the first day of the barge Laydays. Notwithstanding the foregoing, if the nomination is received by the Buyer after the 5th or 3rd day as applicable and is accepted by the Buyer, it shall be effective but the Seller shall be liable for all costs resulting from any delays in loading the Product under the Agreement that are due directly to the failure of the Seller to nominate in a timely manner and any such delays shall not count as time allowed to the Buyer for loading or if the barge is on demurrage, as demurrage.

6.2 Acceptance of Vessel Nominations

All Vessels are subject to SPMT Vetting approval which is to be provided and/or withdrawn at SPMT's sole discretion. Acceptance of any Vessel shall not constitute a continuing acceptance for any subsequent nomination. SPMT similarly has the right to reject Vessels which were previously accepted, based on learning additional information concerning the Vessel's suitability to perform the intended voyage. Since such vetting approval is always subject to SPMT's sole discretion, it shall not be liable for any consequences arising from the Vessel's rejection or delay, including but not limited to, demurrage, hire, loss of a subsequent charter, or freight.

6.3 Substitution of Vessels

Vessel substitutions may be requested, and approval of such a substituted vessel will always be subject to SPMT Vetting department's approval, based on its sole discretion. The agreed upon size of the Vessel and quantity to be delivered shall not differ materially and the originally agreed upon Laydays apply. Delays and/or scheduling conflicts caused by the substitution shall be for the account of the substituting Party. In the event of a substitution request, the substituting Party shall provide to Vetting Party the Vessel's ETA and all pertinent Vessel information as soon as possible.

6.4 Laytime

6.4.1 The Laydays allowed to the Buyer or Seller for cargo operations shall be as agreed between the Parties in the Special Provisions. Laytime shall include Saturdays, Sundays and Holidays unless cargo operations on the day(s) in question are prohibited by the national and/or local law in effect at the Terminal.

6.4.2 Dates or date ranges provided by Buyer or Seller within which a nominated Vessel shall arrive at Terminal are for informational use only, so the parties

shall be governed by the Laydays specified in their Agreement. Laydays shall be handled as per the following sections and time periods shall apply where none other are specified.

6.4.3 For FOB Deliveries – All Vessels (other than barges under 16,000 DWT)

The Buyer's nominated Vessel must tender a valid NOR at the Terminal and be securely moored at berth for loading to commence. Laytime commences once the Vessel is All Fast for loading or at 6 hours after tendering NOR, whichever is earlier when in the specified date range. If the Vessel is berthed prior to the Laydays with the Seller's consent, Laytime shall commence when the Vessel is All Fast. Laytime for a Vessel that tenders NOR post the specified date range with the Seller's consent shall commence when the Vessel is All Fast at berth.

Allowed Laytime for Products excluding Natural Gas Liquids shall be 36 running hours for a full cargo and for Natural Gas Liquids it shall be 48 running hours for a full cargo. Laytime for all part cargos will be pro rata using the applicable running hours based on the total volume of cargo carried by the Vessel on the voyage, but under no circumstances less than 12 hours.

6.4.4 For CFR, CIF and DES Deliveries – All Vessels (other than barges under 16,000 DWT)

The Seller's nominated Vessel must tender a valid NOR at the Terminal and be securely moored at berth for discharging to commence. Laytime commences once the Vessel is All Fast for discharging or 6 hours after tendering NOR, whichever is earlier when in the specified date range. If the Vessel is berthed prior to the Laydays with the Seller's consent, Laytime shall commence when the Vessel is All Fast. Laytime for a Vessel which tenders NOR post the specified date range with the Buyer's consent shall commence when the Vessel is All Fast at berth. Allowed Laytime shall be 36 running hours for a full cargo and pro rata for a part cargo based on the total volume of cargo carried by the Vessel on the voyage, but under no circumstances less than 12 hours.

6.4.5 For Barges Under 16,000 DWT

Time allowed for FOB loading or CFR, CIF and DES discharging shall be the total time specified in the barge Charter Party where the total time may be split as needed between both loading and discharge. Laytime commences once the Vessel is All Fast for loading or discharging as applicable or 3 hours after tendering NOR, whichever is earlier when in the specified date range. If the Vessel is berthed prior to or after the Laydays with the proper consent, Laytime shall commence when the Vessel is All Fast. Allowed Laytime shall be 24 running hours for a full cargo and pro rata for a part cargo based on the total volume of cargo carried by the Vessel on the voyage, but under no circumstances less than 12 hours. If the allowed Laytime is not specified in the barge Charter Party, in situations where the barge is being time chartered or it is owned, allowed Laytime shall be the cargo amount divided by the pumping rate as provided in the table below:

U.S. Gulf/Mississippi River Inland Barges (any cargo size):

Loading: 3 hrs. + 3,000 BPH

Other Barges Under 16,000 DWT:

Cargo Size

Up to 50,000 Barrels

Pumping Rate

3,000 BPH

50,001 to 90,000 Barrels	4,000 BPH
90,001 to 120,000 Barrels	5,000 BPH
120,001 to 180,000 Barrels	24 hours
Greater than 180,000 Barrels	30 hours

6.4.6 End of Laytime

For FOB deliveries only, for Vessels other than barges under 16,000 DWT Laytime shall cease the earlier of 1 hour after all cargo has been transferred or upon disconnection of hoses. Seller shall be allowed 2 hours to provide cargo documents to the Vessel with elapsed time to begin at the disconnection of hoses. For barges under 16,000 DWT, Laytime shall cease upon disconnection of hoses.

6.4.7 For FOB deliveries only, time spent/lost by the Vessel in connection with the following situations shall

not count towards Laytime or Demurrage:

- a.) inward passage
- b.) adverse weather or sea conditions including Terminal restrictions
- c.) any mechanical breakdowns or inefficiencies of the Vessel including but not limited to the failure to maintain tank temperatures, failures of pump or boiler, critical cargo systems, or maintenance and repairs performed by manufacturer technicians.
- d.) any scheduled or unscheduled inspections by Class Society, Coast Guard, or Port State Control,
- e.) Faults, failure, or any type of work stoppage by the Vessel, Buyer, crew, or Vessel owner/operators
- f.) Inability of the Vessel to load and/or deballast at the minimum rates specified by the Terminal or within the laytime allowed
- g.) Ballast handling to meet the required draft alongside, and/or the shifting between berths,
- h.) bunkering and/or the handling of slops
- i.) cleaning and inspection of the Vessel's cargo tanks in order to be made suitable for the product to be carried unless such cleaning and/or inspection may be carried out concurrently with cargo operations and otherwise permitted by terminal requirements.

6.5 Public Dock

Where cargo operations occur at a public dock, Vessels are queued and berthed on a first-come, first-served basis subject to dock availability. Laytime shall not commence until the Vessel is All Fast at the public dock and the Party providing the Vessel will be responsible for any delay or demurrage incurred while the Vessel is waiting for a berth.

6.6 Regulations/Requirements at the Loading/Discharge Terminal

The Party responsible for the Vessel shall be aware of all requirements and restrictions at the Terminal with respect to maximum draft, length, deadweight, displacement, age, flag; health, safety and environmental and vessel operations procedures, any and all U.S. federal, state and local and port authority regulations, and any regulations of the Terminal.

The berth provided for the Vessel shall be free of wharfage fees for normal cargo loading. All duties, taxes, fees, quay duties, pilotage, towing or other charges are for the account of the Party responsible for the Vessel.

The Party responsible for Vetting may refuse to provide berth or commence or continue loading if the Vessel does not comply with dimensions, characteristics or requirements provided when accepted and shall not be liable for any resulting loss or damage.

6.7 Arrival of Vessel

The Party responsible for the Vessel shall arrange for its Vessel to report its ETA to the Terminal and the other Party at each of 72, 48 and 24 hours prior to its arrival and as otherwise in accordance with the standard reporting procedure applicable from time to time at the Terminal in question. If the Vessel has provided 72 and 48 hours notice of ETA, but fails for any reason to provide 24 hours prior notice of arrival at the Terminal, the time allowed for cargo operations pursuant to Laydays shall be extended by a period equal to the delay in giving such 24 hours' notice, but not to exceed an additional 24 hours.

In the case of short voyages where vessels initially will start inside the 72 hours window, the Vessel must provide the ETA on the last business day before departure of final berth before arrival at Shore Party terminal.

By no later than 2400 hours local time on the last day of the Laydays, unless otherwise provided, the Vessel must have:

- a.) arrived at the Terminal in question at the usual staging place and be in all respects ready to commence cargo operations
- b.) tendered a valid NOR

6.8 Loading/Discharging of the Vessel

Cargo operations shall commence as soon as is reasonably practical upon receipt of the NOR. Unless otherwise specified the Delivering or Receiving Party shall not be obligated to commence cargo operations prior to 0600 local time on the first day of the Laydays. For sales of Product other than Natural Gas Liquids, the Party responsible for the Vessel warrants that its Vessel will discharge in a timely manner and time lost due to the Vessel's inability to discharge due to any Vessel related cause shall not count as laytime or demurrage.

6.9 Berth

Subject to compliance by the Vessel with all Terminal requirements in effect at the time in question, the Vetting Party shall provide or cause to be provided free of charge to the Party responsible for the Vessel (subject to the provisions of Section 12 - Tax) a designated safe berth.

The safety of any channel, fairway or other waterway used in approaching or departing from the berth designated by the Agreement shall not be deemed to have been warranted. Any loss, damage, injury or delay to the Party responsible for the Vessel resulting from the use of such waterways; or any damage to the Vessel caused by other users of the waterways shall not be the responsibility of the other Party.

The Vessel shall vacate the berth as soon as cargo hoses have been disconnected, provided that departure is not delayed pending documentation or state of the tide, or where an early departure procedure has been applied. If the Vessel fails to vacate the berth due to a cause within the Vessel's control, any loss or damage suffered by the other Party or its supplier/receiver resulting from such failure shall be paid by the Party responsible for the Vessel to the other Party. In this

case, mechanical breakdown of the Vessel shall be construed as within the Vessel and Party responsible for Vessel's control.

The Party responsible for the Vessel shall always hold the other Party harmless in respect of any excess berth utilization charge in accordance with the Terminal regulations or contractually agreed or otherwise established scale for excess berth utilization imposed on the other Party in respect of the Vessel.

6.10 Lightering and Shifting

The Terminal shall have the right to shift the Vessel from one berth to another. All costs, including but not limited to damages for delay, shall be for the Buyer.

The Seller or Buyer shall have the right to load/discharge the Vessel from lighters when the cost of such lightering (together with any additional expense reasonably incurred by the Vessel in respect thereof) shall be for that Party's account. The Party responsible for lightering shall be obliged to notify the place of lightering to the Vessel when NOR is tendered. The place of lightering so notified shall be deemed the berth and all references to the berth shall be construed accordingly.

6.11 Delays

In the event of any delay of any kind or from any cause whatsoever in connection with the scheduling of the Vessel's turn to load, change in scheduling, provision of a berth for the Vessel, berthing or loading of the Vessel or otherwise without limitation, and provided always that the Vessel is eventually loaded, any rights of the Buyer against the Seller, however the same may arise or not under the Agreement, shall be limited in all circumstances to a claim for demurrage under this Agreement.

6.12 Part Cargo Lots Demurrage

If the Vessel is being co-loaded by another supplier at the same berth, the Seller shall only be liable for the proportion of the demurrage equal to the ratio of the volume delivered by the Seller to the total volume loaded onto the Vessel at that berth.

6.13 Demurrage

The appropriate rate of demurrage shall be (listed in a.) through d.) in order of priority):

- a.) the rate as agreed to by both Parties in the Agreement or
- b.) the applicable single voyage daily Charter Party rate or
- c.) where there is no single voyage Charter Party rate, the market rate current on the date running hours commence for a Vessel of the size and type in question or
- d.) in the event a Vessel is time chartered, or where a Party is unable to substantiate the single voyage demurrage rate per this Section of this Agreement, the Parties mutually agree the applicable rate shall be determined according to the Braefoot Bay Assessment rate.

If the Parties fail to agree on such a rate within 30 days of the Agreement date, then at the request of either Party, the rate will be determined by the Average Freight Assessment Rate (AFRA) of

Worldscale as published by the London Tanker Brokers Panel Ltd. (or its successors in title) whose decision will be final and binding and whose cost shall be paid by the applicant.

Demurrage claims shall be fully submitted in writing within 90 days of the date of disconnection of loading hoses with full supporting documentation (including but not limited to time computation, NOR, Vessels port log, statement of facts, and as needed evidence of Charter Party rate, together with any other documentation that may reasonably be required). If the Party responsible for the Vessel fails to give such notice or provide documentation within the prescribed timelines, then the claim shall be deemed to have been waived and any liability of the other Party for demurrage shall be extinguished.

Barges- Demurrage is payable according to the barge Charter Party; however, when such delivery is FOB:

- a.) Barge must tender a valid ETA at least 24 hours prior to the nominated loading date
- b.) NOR shall be tendered prior to commencement of the nominated ETA will for demurrage purposes be considered to have been received at the commencement of cargo operations
- c.) Where the barge tenders NOR after the nominated ETA but within the Laydays, the Terminal will strive to arrange berth for the barge as soon as possible upon arrival and the Seller's demurrage liability shall not commence until commencement of cargo operations
- d.) Demurrage will only be due to the extent demurrage is due to the owner of the barge
- e.) Demurrage claims shall be submitted to the other Party in writing within 90 days after hoses are disconnected with facts fully supported by documentation on which the claim is based. Such documentation shall include, but not be limited to any time computation, port log, vessel's log, statement of facts, invoice for demurrage and any other documentation relating to the alleged delay.

If the Party responsible for the Vessel fails to submit its fully documented and supported demurrage claim within the prescribed time, then the claim shall be deemed to have been waived and any liability of the other Party for demurrage shall be extinguished.

Any action to enforce a claim for demurrage under this Section shall be governed by Section 15- Limitation of Liability and Remedy.

6.14 ISPS Compliance

The following provisions apply to all Vessels and ports to which the following security regulations are in effect: 1. International Ship and Port Facility Security (ISPS) Code, 2. U.S. Maritime Transportation Security Act of 2002 (Security Act.) The Buyer warrants that any Vessel used for delivery hereunder shall be in full compliance with the applicable security regulations in effect at the applicable port. Any costs arising from delays in loading the Vessel which are attributable to the Vessel's failure to comply with the ISPS Code or the Security Act as set forth herein shall be for the account of the Buyer.

7. Non-Waterborne Deliveries

7.1 Nominations

FIP or Ex-Pipe Delivery or FOB used to describe a pipeline transaction – Nominations shall be made according to the procedures of the operating pipeline company. Refer also to Section 6.4 Laytime for “Barge/Pipeline” delivery method requirements.

Ex Tank, Into Tank, In Situ or Stock Transfer Delivery – Nominations shall be made according to the procedures of the operating Terminal or storage company.

DDU, DDP, DAF, DAP, or DAT Delivery – Nominations and additional requirements of delivery of the Product in bulk by truck/rail cars shall be according to the procedures of the loading Terminal in place at that time unless otherwise specified in the Agreement between the Parties.

FCA Delivery – The Seller shall have the right to refuse to accept truck or rail cars nominated by the Buyer, but acceptance not to be unreasonably withheld. Vetting procedures of the Seller and subsequent decisions by the Seller constitute reasonable grounds for refusing acceptance of any nominated truck or rail cars up to the time loading is commenced. The Seller shall not be liable for any direct or indirect loss or damages which the Buyer may incur as a result of nomination decisions by the Seller.

CPT, CIP, DDU, DDP, DAF, DAP, or DAT Delivery - The Buyer shall have the right to refuse to accept truck or rail cars nominated by the Seller, acceptance not to be unreasonably withheld. Vetting procedures of the Buyer and subsequent decisions by the Buyer constitute reasonable grounds up to the time of loading. The Buyer shall not be liable for any direct or indirect loss or damages which the Seller may incur as a result of nomination decisions of the Buyer.

7.2 Additional Non-Waterborne Delivery Terms and Conditions

FCA Delivery - Rail cars shall be available to the Seller for maximum of 72 hours or as specified in the Special Provisions between:

- a.) the time when empty rail cars are made available to the Seller at the Loading Terminal for loading and
- b.) the time when all loaded rail cars are made available at the Loading Terminal for collection by or on behalf of the Buyer. A railcar is released upon notification to the railroad that the car is empty and prepared for return to the Seller.
- c.) Time over this amount shall be charged at a pro-rated per day basis per rail car per the Agreement between the Parties or as charged to the Buyer by the rail car(s) owner.
- d.) Seller and Buyer are responsible for protecting railcars against theft, injury or damage while under their control.

CPT, CIP, DDU or DDP Delivery - Rail cars shall be available to the Seller for maximum of 72 hours or as specified in the Special Provisions between:

- a.) the time when the locomotive involved in transferring the rail cars from the Loading Terminal to the agreed upon delivery point (frontier) uncouples the cars and
- b.) the time when all empty rail cars are made available at the appropriate Delivery point (frontier) for collection by or on behalf of the Seller. A railcar is released upon notification to the railroad that the car is empty and prepared for return to the Seller.
- c.) Time over this amount shall be charged at a pro-rated per day basis per rail car per the Agreement between the Parties or as charged to the Seller by the rail car(s) owner.
- d.) Seller and Buyer are responsible for protecting railcars against theft, injury or damage while under their control.

DAF, DAP, or DAT Delivery - The rail cars shall be available to the Buyer for a reasonable period of time or as specified in the Special Provisions to allow the Buyer to collect the rail cars at the agreed upon frontier, transfer them to the appropriate receiving terminal, unload them, and return them to the appropriate frontier. A railcar is released upon notification to the railroad that the car is empty and prepared for return to the Seller. The Seller may charge the Buyer for costs incurred due to the delay in returning cars to the frontier. Seller and Buyer are responsible for protecting railcars against theft, injury or damage while under their control.

8. Exchange for Physical Balancing (EFP Balancing)

In the case of an EFP transaction, the volumes sold and purchased by the Parties under this Agreement are intended to be equal. If the volume shipped differs from the volume based upon the number of contracts bought/sold under an EFP by an amount greater than 1,000 bbls, then the Parties will balance the difference to the nearest 1,000 bbl by posting (within the current month's NYMEX contract) an additional EFP for the amount. If the delivery month's NYMEX contract has expired at the time that the differing delivery occurs, the parties will post an additional EFP in the then current Nymex's contract plus or minus a differential to be calculated by taking the average of the spread between the expired month and the current month for the first three of the last four trading days of the expired month.

9. Payment and Credit

Payment and credit shall be made without discount, deduction, withholding, set-off or counterclaim in United States dollars per the payment terms designated on the Seller's invoice to the Buyer (providing such designation is consistent with the payment method considered by the Agreement). Such funds shall be available on or before the payment due date and according to the Special Provisions to the bank account designated by the Seller along with presentation to the Buyer by the Seller of an original hard copy or an electronic copy of those documents specified for presentation for payment in the Special Provisions. Invoices received after 12:00 pm US east coast time will be deemed received on the next business day.

9.1. Payment Documents

Except as expressly provided elsewhere in the Agreement, payment shall be made by the Buyer against presentation of the Seller's invoice and where delivery method is by:

9.1.1 Pipeline, Barge, Pipeline/Barge as applicable:

- a. Pipeline meter ticket
- b. Inspection report

9.1.2 Vessel:

- a. full set 3/3 original bills of lading
- b. certificate(s) of quality/quantity from independent inspector
- c. certificate of origin
- d. time and ullage report (if available)

9.1.3 Tank-to-Tank transfer or stock-in-Tank transfer (PTO):

- a. Terminal supporting documentation required prior to payment

9.2 Seller's Letter of Indemnity in Lieu of Shipping Documents

Should the documents in Section 9.1 Payment Documents be unavailable for presentation to the Buyer on or before the payment due date, the Buyer agrees to pay the Seller upon presentation to the Buyer of:

- a. The Seller's invoice (provisional invoice acceptable where the provisions of Section 9.4 Payment Due Dates apply) plus
- b. The Seller's Letter of Indemnity in the format set out in Schedule A. The Seller's indemnity presented in the form of a fax or a PDF file email attachment is acceptable. Or, at the discretion of the Buyer,
- c. The Seller's Letter of Indemnity countersigned by a bank acceptable by the Buyer in the format set out in Schedule A with the addition of the following language at the end of the letter of indemnity: "Where this indemnity has been joined in and countersigned by a bank, the issuer and the bank shall be jointly and severally liable hereunder." The Seller's indemnity presented in the form of a fax or a PDF file email attachment is acceptable.

9.3 Provisional Pricing

Where the pricing information available to Seller does not allow for the preparation of a final invoice, Seller may issue a provisional invoice, against which Buyer shall make payment. The provisional price shall, unless otherwise agreed between the parties, be based upon the pricing information available to Seller at the time it issues such provisional invoice. Payment of any balance due by either Party shall be made immediately upon receipt of Seller's final invoice, which shall be prepared as soon as practicable after all the relevant information becomes available to Seller.

9.4 Payment Due Dates

Payment is due as specified in the Special Provisions. All payments are due prior to 12:00 Noon US Eastern time on the due date. Where payment terms are specified in Calendar Days, all calendar days apply towards determining the due date and payment is due on that date. Where payment terms are specified in Business Days, then Saturdays, Sundays and US banking holidays are applied as the next Business Day towards determining the due date and payment is due on that date. Where the mode of Delivery is by Vessel (Vessel or barge) and Business Days are specified, the following split weekend provisions apply: If the payment due date falls on a Sunday or a Monday US Banking holiday, the next Business Day replaces that date to become the payment due date. If the payment due date falls on a Saturday or a US Banking holiday other than a Monday, the prior Business Day replaces that date to become the payment due date.

9.5 Payment Account

Payment shall be made by the Buyer, quoting the Seller's invoice number and the Buyer's name to the Seller's bank, account name and account number to the Seller's legal entity name as specified in the Special Provisions or as otherwise notified by the Seller in writing.

9.6 Charges for Late Payment

Any delay in effecting any payment by the due date shall entitle Seller to receive payment of interest for each day of delay calculated at a rate of LIBOR plus TWO (2) percentage points per annum, such interest being in no circumstances to be construed as an agreement by Seller to provide extended credit, and is in addition to any other rights of Seller arising out of such delay. In addition to any other rights of Seller, all expenses incurred by Seller, including but not limited to, reasonable legal fees, court costs and collection agency fees, caused by delayed payment or nonpayment by Buyer of the full amount of Seller's invoice for each Shipment shall be for the account of Buyer and payable upon demand with supporting documentation.

9.7 Other Charges

Unless otherwise agreed, the payment of any other costs, expenses or charges which arise under the Agreement shall be made against presentation of the Seller's invoice therefore and shall be for immediate settlement by the Buyer on or before the date specified therein.

10. Credit; Financial Responsibility

Seller may request the Buyer or its guarantor provide it with audited financial statements to enable Seller to ascertain the Buyer's current financial condition and for Seller to assure itself of Buyer's ability to perform its obligations under this Agreement. The Buyer or its guarantor shall provide its financial statements within three (3) Business Days of Seller's request, if said information is not publicly available. If the audited financial statements are provided by a guarantor on its financial condition, such guarantor shall also provide a guaranty, acceptable as to form and substance to Seller, in its sole discretion, which provides for the full and prompt satisfaction of Buyer's payment obligations under this Agreement. Additionally, financial statements shall be deemed to be delivered by Buyer on the date the same are posted on the Securities and Exchange Commission website (www.sec.gov) or on Buyer's corporate website. Seller shall agree to abide by any confidentiality obligations that Buyer or its guarantor may reasonably impose.

All sales and purchases of Product(s) under this Agreement are, and shall remain, subject to approval by Seller's Credit Department. In the event (i) sufficient open credit is not granted to Buyer or its guarantor at the time of execution of this Agreement, or (ii) Seller has reasonable grounds for insecurity at any time during the term of this Agreement and any extension thereof, including but not limited to, a downgrade of Buyer's or its guarantor's credit or debt ratings, and/or (iii) Buyer fails to make any payments or receive delivery of Product(s) when required, Buyer must provide adequate assurance of performance ("Adequate Assurance") in the form of a "Letter of Credit" (as defined below) or prepayment, either option in an amount acceptable to Seller, or other forms of Adequate Assurance acceptable to Seller in its sole discretion. Such Adequate Assurance must be provided to Seller no later than five (5) Business Days prior to delivery or loading of Product. Failure to provide Adequate Assurance for the term of this Agreement and any extension thereof shall constitute a material breach of this Agreement entitling Seller (in addition to any other rights or remedies that Seller may have under this Agreement or by law) to cancel or suspend its delivery obligations and to offset any payments or deliveries due Seller under this Agreement or other Agreements between the Parties.

11. Cessation of Price Markers

If a purchase price specified in this Agreement is based on an industry reference index (the "Original Index") that ceases to be published or is not published for any period applicable to calculation of such purchase price, the Parties shall in good faith (i) select an alternative index that reflects as nearly as possible the same information as published in the Original Index; or (ii) negotiate an interim price for this Agreement until the Original Index recommences publishing or an alternative index can be identified to replace the Original Index.

12. Tax

Any and all taxes, fees or other charges imposed or assessed by governmental or regulatory bodies, the taxable incident of which is the transfer of title or the delivery of the Product

hereunder, or the receipt of payment therefore, regardless of the character, method of calculation or measure of the levy or assessment, shall be paid by the Party upon whom the tax, fee or charge is imposed by law, except that the Buyer shall reimburse the Seller for all federal, state and local taxes, fees or charges which are imposed by law on the Seller, other than Seller's federal and state income taxes, capital stock or franchise tax obligations, or any mercantile or business privilege taxes that are Seller's responsibility owing to the fact that it is conducting a business in the jurisdiction, whether or not measured by the gross receipts of Seller, by whatever name given to such tax. The importer of record shall be responsible for and shall pay all custom duties, import fees, environmental fund fees and other assessments pertaining to the importation of the Products.

The Buyer shall provide to the Seller all proper exemption certificates prior to Delivery, that it is licensed to engage in tax free transactions with respect to the Product under all federal or state laws which may apply to this Agreement and the Product Delivered hereunder.

The Buyer shall:

- a.) Upon receipt of the Seller's invoice pay or reimburse the Seller for any such taxes, fees or charges the Seller is required by law to pay; or
- b.) Provide the Seller upon demand with a valid exemption certificate.

13. Warranty

The Seller warrants that the:

- a. Product conforms to the specifications identified in the Special Provisions at the point of title transfer; and
- b. Seller has free and clear title to the Product delivered under the Agreement; and
- c. Upon payment of the purchase price, Product shall be delivered free from lawful security interests, liens, taxes and encumbrances.

THE SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIMS ALL SUCH WARRANTIES TO THE FULLEST EXTENT ALLOWED BY LAW.

14. Claims for Quality or Quantity

The claiming Party shall provide written notice of any complaint regarding quality or quantity, including non-delivery, within five (5) Calendar Days of discharge/delivery date (or, where the claim is for non-delivery, the date the Product should have been discharged/delivered). A fully documented claim regarding such quality or quantity complaint must be made in writing by the claiming Party within 60 Calendar Days of the discharge/delivery date. If the claiming Party fails to give such written notice and/or provide a fully documented claim within the specified time limits, the claim shall be deemed to have been forfeited, and any liability on the part of the non-claiming Party shall be extinguished.

Notwithstanding the above, no claim shall be allowed in respect to any deficiency of quantity where the difference between the loaded and discharged quantity is 0.25% of the loaded quantity or less.

In the case of CFR Outturn, CIF Outturn and DES deliveries, notwithstanding the provisions of Measurement and Inspection, the Seller shall have the right to submit a claim to the Buyer where there is a difference between the quantity loaded and discharged by the Seller's Vessel and where,

in Seller's reasonable opinion, the most likely cause of the difference is due to events at, or the nature of, operations at the discharge Terminal during the discharge of the Product.

15. Limitation of Liability and Remedy

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN ADDITION, NEITHER PARTY SHALL BE LIABLE FOR ANY PROSPECTIVE PROFITS, LOST PROFITS, BUSINESS INTERRUPTION OR LOST PRODUCTION DAMAGES OR THE LIKE, IRRESPECTIVE OF WHETHER SUCH PROFITS OR DAMAGES CONSTITUTE DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

To the extent permissible by law, the Seller is not responsible in any respect whatsoever for any loss, damage or injury resulting from any hazards inherent in the nature of the Product delivered hereunder.

Without deviation from other specified time limits and any other provisions requiring compliance within a given period, all of which shall remain in effect, any claim, including demurrage claims set forth in Section 6.13, arising under the Agreement and any dispute under Section 30-Arbitration and Governing Law shall be commenced within one (1) year of the date on which the Product was delivered or, in case of a total loss, of the date which the Product should have been delivered, failing which the claim shall be time barred and any liability or alleged liability of the other Party shall be extinguished. All such claims or causes of action are subject to the 5 day notice of claim which is and shall be a condition precedent to maintaining any action.

The provisions of this Section 15 shall survive the termination of the Agreement.

16. Liquidation and Close-Out

The Parties specifically agree that this Agreement and all transactions pursuant thereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C. Section 101 (as amended). In addition, the Parties specifically agree that they are "Forward Contract Merchants" as such term is defined in the United States Bankruptcy Code, 11 U.S.C. Section 101 (as amended). If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that Section 556 of the United States Bankruptcy Code applies, that the other Party shall be entitled to exercise its rights to liquidate, terminate and /or accelerate this Contract as a "Forward Contract Merchant," and that any such termination shall not be stayed by Section 362 of the United States Bankruptcy Code. If a Party (Defaulting Party) shall voluntarily file a petition in bankruptcy, reorganization, receivership, shall be forced by its creditors into bankruptcy, reorganization or receivership, shall become insolvent, shall fail to pay its debts as they become due, or shall fail to provide adequate assurance or security of its ability to perform its obligations hereunder within 48 hours after receipt of a request therefore, the other Party (Liquidating Party) shall have the immediate right to liquidate and close-out this Agreement and all other Forward Contracts (as defined by the U.S. Bankruptcy Code) between the Parties (regardless of whether the Liquidating Party is the Buyer or Seller) by calculating the difference in price for the Product hereunder and the prevailing market price for the Product or the commercially reasonable equivalent price for the Product as published in an industry publication multiplied by the remaining quantities of the Product to be delivered hereunder. The liquidation

balances shall be netted to a single sum and the Party owing such sum shall pay the same, in full, to the other Party in U.S. dollars by wire transfer in immediately available funds within 24 hours after receiving the results of the calculation. The liquidation and close-out of this Agreement and all other Forward Contracts is in addition to any other rights and remedies which the Liquidating Party may have.

17. Indemnity

17.1 Generally

Subject to Section 15 – Limitation of Liability and Remedy herein, each Party to this Agreement shall indemnify, defend and hold the other Party harmless from any and all claims, liabilities, demands, suits, losses (including without limitation, costs of defense, attorney's fees, penalties and interest), penalties, damages, or causes of action asserted against the other Party by any other person (including without limitation employees of either Party) (hereinafter "Indemnified Claims") resulting from the willful misconduct or negligent acts or omissions of the indemnifying Party or due to the indemnifying Party's violation of law (including, but not limited to, the laws referenced in this Agreement). Where an Indemnified Claim is the result of the joint negligence or misconduct of the Parties hereto, the Parties expressly agree to indemnify each other in proportion to their respective share of such joint negligence or misconduct. This paragraph shall survive termination or expiration of this Agreement.

17.2 Indemnity with Respect to COO-US

Notwithstanding Section 17 above and any other provisions herein, if the Seller provides a COO-US with respect to any Product, Seller shall indemnify the Buyer only if (i) the COO-US was inaccurate in a material way; (ii) the Seller acted knowingly or recklessly with regard to the inaccuracy; (iii) the inaccuracy involved facts that were unknown to the Buyer; and (iv) the inaccuracy rendered the COO-US invalid under U.S. law (without regard to any regulations of the country of destination). The indemnity herein shall apply only if the Buyer did not alter the Product in any way, including any blending or mixing of the Product with other products, after Seller delivered the Product to Buyer. Notwithstanding anything to the contrary in Section 17.1, Seller will not be liable, and shall have no indemnification obligation, with respect to any governmental fines or penalties imposed on the Buyer by any governmental authorities in the country of destination.

18. Force Majeure

There shall be no breach or violation of the Agreement if either Party is prevented from fulfilling its obligations (other than to make payment) hereunder because of an Event of Force Majeure. Events of Force Majeure include circumstances beyond the reasonable control of a Party such as an act of God, war, terrorism, strikes or other labor disturbances (regardless of the reasonableness of the demands of labor), riots, civil commotions, fires, floods, accidents, breakage, explosions, natural calamities, sabotage, breakdowns, shortage of or inability to obtain energy, equipment, transportation, Product, crude, crude petrochemicals or other feedstocks, embargoes or other import/export restrictions, good faith compliance, whether mandatory or voluntary, with any regulation, direction or request, whether valid or invalid, made by any governmental authority or person purporting to act thereof, or any other cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of such Party. Increased cost of performance by any Party or the inability of a Party to pay monies or other economic difficulty on behalf of a Party shall not be considered an Event of Force Majeure.

If Seller cannot supply the total demand for the Product because of an Event of Force Majeure, Seller may allocate its available supply of the Product among itself and its contract customers in a manner Seller determines to be equitable.

During such an allocation, Seller will not be obligated to purchase Product from other sources to satisfy its obligations under this Agreement or extend the Agreement.

If deliveries are suspended due to an Event of Force Majeure for three consecutive months, the Party unaffected by the Event of Force Majeure may cancel the Agreement upon 30 days written notice to the other Party.

During an Event of Force Majeure, the affected Party shall use commercially reasonable means to mitigate the Event of Force Majeure and fulfill its obligations under the Agreement.

The Party affected by the Event of Force Majeure shall provide prompt notification to the other Party of the occurrence of the Event and again at its termination.

19. Intentionally Omitted.

20. Bookouts

If, for scheduling convenience purposes, the Parties agree orally or in writing to a cancellation or modification of future physical delivery obligations in respect to this Agreement (in each case, a "Bookout"), then effective upon the relevant future delivery date (the "Bookout Date"):

- a.) The delivery obligations under this Agreement will be extinguished or modified (whether in whole or in part) as agreed, and
- b.) Any agreed payment will be due on the Bookout Date, unless otherwise agreed.

At any time prior to the relevant Bookout Date, either Party may elect, at its option and upon notice to the other Party, to cancel the Bookout and thereby restore all original Agreement terms, including delivery and payment, all without liability to the other Party. This "Bookout" provision shall apply despite that either Party may fail to send a written confirmation of the Bookout or make changes to its books as a result of any such Bookout.

21. Nonperformance/Remedies

In addition to the termination rights or remedies set forth in the Special Provisions and in other sections of these General Terms and Conditions, the following events of nonperformance under this Agreement shall entitle the other Party to afford itself of the remedies listed in this Section 21, in addition to any other remedies available under this Agreement or by law:

- a) If either Party fails to make payment when due under this Agreement or any other agreement between the Parties within one (1) Business Day following receipt of a demand for payment by the other Party, the other (non-breaching) Party may immediately terminate this Agreement.
- b) If Buyer fails to satisfy the applicable Credit and/or collateral requirements or such Credit support expires, terminates or is no longer in full force and effect for this Agreement or any other agreement between the Parties, the Seller may terminate this Agreement.
- c) If either Party fails to perform any material obligation to the other Party under this Agreement (including Seller's failure to deliver Product and Buyer's failure to accept Product), or breaches any warranty or representation, that if capable of being cured is not cured within three (3) Business Days following receipt of notice by the other Party that corrective action is needed then the other (non-breaching) Party may terminate this Agreement.

22. Material Safety Data Sheet (MSDS) / Health and Safety

The Seller shall provide the Buyer upon request with a copy of the MSDS for the Product and any other information relating to the health, environmental and safety data related to the Product in compliance with the requirements of applicable laws, rules or regulations. Nothing herein shall excuse Buyer from complying with all laws, regulations and decrees which may require Buyer to provide its employees, contractors, agents, users and customers who may come into contact with the Product with a copy of the MSDS and any other safety information provided to it by Seller, and/or which require Buyer to ensure that the recommendations relating to the handling of the Product are followed. Compliance with any recommendation contained in the MSDS or other safety information shall not excuse Buyer from complying with all laws, statutes, regulations or decrees of any state or territory having jurisdiction over the Buyer. The Buyer represents and warrants that it is knowledgeable and aware that Product delivered hereunder are hazardous materials and that Buyer is sophisticated and knowledgeable of (a) the hazards and risks associated with such Product, and (b) the handling, receipt, transportation, storage and use of such Products. The Buyer also represents and warrants that it is knowledgeable and aware that the Product to be delivered under this Agreement is unodorized and the Buyer agrees that it will not use such Product for fuel or knowingly resell it for fuel without adding an odorizing agent in accordance with standard industry practice or as required by governmental authorities having proper jurisdiction.

23. REACH

Seller has no obligation to register or to cause the registration of any Product under the European Union regulation concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") or any similar law or regulation. Buyer is solely responsible to comply with all applicable laws, regulations, rules and orders of the importing country relating to the importation of the Product (and any product incorporating the Product) and, in the case of exports to the European Economic Area, is solely responsible to determine whether the Product (or any product incorporating the Product) is registered for its intended use, or exempt from such registration, under REACH.

If the Product has been registered under REACH, Buyer shall cause the importer of the Product to provide Seller's Only Representative (as defined under REACH) such information relating to the importation of the Product (or any product incorporating the Product) as may be required to maintain registration under REACH, including but not limited to the name and address of the importer, metric tons imported, end use, and information about potential exposure. Seller shall supply Buyer with the hazard communication information required by REACH. Buyer shall indemnify and hold harmless Seller from any and all costs arising from any breach of this Section. The indemnity contained in this paragraph shall survive the termination of the Agreement.

24. Export Control Compliance

Buyer and Seller shall verify and ensure that none of its principals or representatives appear on any of the denied party lists administered by the U.S. government, including but not limited to the Denied Persons List, Unverified List, and Entity List administered by the Department of Commerce Bureau of Industry and Security; the Debarred Bidders List and Excluded Parties List administered by the General Services Administration; the Statutorily Denied Parties List, U.S. Arms Embargoes in Effect List, and the United Nations Sanctioned Persons List administered by the Department of State Directorate of Defense Trade Controls; and the Specially Designated Nationals List and Blocked Persons List administered by the Department of the Treasury Office of Foreign Assets Control. Additionally, Buyer and Seller shall not, in connection with work or services provided hereunder, hire, charter, or contract or sub-contract with any entity organized under the laws, or operating under the flag of any country subject to a comprehensive embargo of the United States, including Iran, Cuba and Sudan. The nonconforming Party shall immediately reimburse the conforming Party for any amounts Seller believes was paid by it as the result of non-compliance with this Section and shall indemnify Seller for any other matter or claim that exposes Seller to liability under applicable export or re-export controls or economic sanctions laws or regulations.

Buyer and Seller agree to comply with all applicable export and re-export control laws and regulations, including the EAR maintained by the U.S. Department of Commerce, trade and economic sanctions regulations maintained by the Treasury Department's OFAC, and ITAR maintained by the U.S. Department of State. Buyer agrees that no Product shall be shipped, either directly or indirectly, to any country, company or person or for any end-use that is prohibited under the EAR, OFAC regulations or ITAR. Buyer and Seller shall keep itself informed as to such laws, regulations, rules, directives or guidelines and shall ensure that they are complied with. Notwithstanding anything whatsoever to the contrary in this Agreement, neither Party shall be required to meet any of its obligations under this Agreement if, in that Party's reasonable opinion, doing so would result in such Party violating applicable U.S. laws or regulations. Each Party agrees to indemnify the other for any fines, penalties, claims, losses, damages, costs (including legal fees and costs), expenses and liabilities that may arise as a result of the indemnifying Party's (or any of their Affiliate's) breach of this Section.

25. Imports

Imports where SPMT is the Buyer: If the Product covered by this Agreement is entitled to free or preferential duty treatment under a Free Trade Agreement (FTA) or a Special Trade Program (STP), Seller shall provide to Buyer 1) a COO-US certifying that the Product originated (as defined per the terms of the applicable FTA or STP) in the country to which the FTA or STP applies and 2) any additional documentation requested by U.S. Customs and/or Buyer to support

the qualification of the Product under the applicable FTA or STP. If Seller breaches the foregoing and such breach results in Buyer paying duties, penalties, fines or other like amounts to U.S. Customs, Seller shall promptly reimburse Buyer for the amount of such payments.

26. Drawback

The Seller reserves the right to claim, receive and retain drawbacks on imported duty-paid feedstocks used in the manufacture of Products which it delivers hereunder. The Buyer shall on request execute proofs of exportation, drawback claim forms and assignments in favor of the Seller to enable the Seller to establish its drawback rights under the applicable regulations.

27. Compliance with Laws

Each Party shall comply with all laws applicable to it in the performance of the Agreement.

No language herein or in the Agreement is construed nor should be interpreted as requiring or inducing the other Party to commit any act, by action or inaction, in a manner that is noncompliant or inconsistent with any laws, regulations or decrees of the United States of America or any other official government rules or regulations applicable to such Party in relation to foreign trade or export controls, embargoes or international boycotts of any kind.

Delivering Party warrants to the Receiving Party that the Product it delivers hereunder will be produced and delivered in full compliance with all applicable federal, state, and local laws and regulations (including, without limitation, volatility regulations for gasoline and alcohol blends and regulations for reformulated gasoline and blendstocks and conventional gasoline) and all Presidential Proclamations which apply to such Party, and that such Product will meet the Product quality requirements set forth in the Special Provisions. Receiving Party warrants to the Delivering Party that it may lawfully receive, sell, use, and transport the Product in interstate and intrastate commerce, and agrees to furnish to the Delivering Party any evidence required to prove compliance with those laws, regulations, and proclamations and to file with governmental agencies reports evidencing compliance if required by those laws, regulations, and proclamations.

Any COO-US issued by Seller shall be in compliance with US laws and regulations, as reasonably interpreted by US Customs and Border Protection, without regard to any laws, regulations, or proceedings of the country of destination.

28. New and Changed Regulations

It is understood by the parties that the Seller is entering into the Agreement in reliance on the laws, rules, regulations, decrees, agreements, concessions and arrangements ("Regulations") in effect on the date hereof with governments, government instrumentalities or public authorities affecting the Product sold hereunder including, but without limitation to the generality of the foregoing, those relating to the production, acquisition, gathering, manufacturing, origin, transportation, storage, trading or delivery thereof, insofar as such Regulations affect the Seller or the Seller's supplier(s).

If at any time and from time to time during the term of the Agreement any Regulations are changed or new Regulations become or are due to become effective, whether by law, decree or regulation or by response to the insistence or request of any governmental or public authority or any person purporting to act therefor, and the material effect of such changed or new Regulations (a) is not covered by any other provision of the Agreement, and (b) has or will have a material

adverse economic effect on the Seller, the Seller shall have the option to request renegotiation of the price(s) or other pertinent terms of the Agreement. Such option may be exercised by the Seller at any time after such changed or new Regulations are promulgated by written notice to the Buyer, such notice to contain the new price(s) or terms desired by the Seller. If the parties do not agree upon new price(s) or terms satisfactory to both Parties within 15 days after the date of the Seller's notice, the Seller may terminate the Agreement immediately at the end of such 15-day period. Any Product delivered during such 15-day period, or thereafter in the event that the Parties do not agree upon new price(s) or terms and Seller does not terminate the Agreement, shall be sold and purchased at the price(s) and on the terms applying under the Agreement without any adjustment in respect of the new or changed regulations.

29. Facilitation Payments and Anti-Corruption

All actions by the Parties will comply with all applicable law and lawful regulations. In particular, the Parties shall, and shall ensure that their employees shall, comply with all laws, rules and regulations applicable to the performance of its obligations hereunder and, in that connection, the Parties shall not, and shall ensure that their employees shall not, pay, arrange for a third party to pay, or agree to pay or similarly receive any payment, gift or other thing of value of any nature to or from any officials, employees or agents of any government, any department, agency or instrumentality of any government, any political party or any candidate for political office or other person or entity, including a legislative, administrative or judicial office (including any person exercising a public function for a public agency, a public enterprise or a public international organization) where such payment, gift or other consideration would violate applicable laws and regulations or principles disclosed in the Convention for Combating Bribery of Foreign Public Officials in International Business Transactions signed in Paris on December 17, 1997; (and without limitation, shall not perform any act which could constitute "bribery of a foreign official" as defined in Article 1(3) of such Convention); or the United States Foreign Corrupt Practices Act or other anti-corruption legislation applicable to any Party to this Agreement.

Either Party may terminate the Agreement upon written notice to the other Party at any time where in its reasonable opinion and with supporting evidence the other Party is in breach of this Section.

30. Arbitration and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of New York, excluding any choice of law rules of New York and the U.N. Convention for the International Sale of Goods.

Any and all claims, controversies or disputes arising out of, in connection with, or relating to this Agreement or the breach thereof shall be settled by arbitration in the City of New York, New York in accordance with the U.S. Arbitration Act or failing federal jurisdiction, the laws of the State of New York, before three arbitrators, with one appointed by each Party and the third mutually appointed by the two Party-appointed arbitrators, or failing their agreement, appointed by any court of competent jurisdiction located in the City of New York, New York. The arbitration shall be conducted in accordance with the commercial arbitration rules (but not the administration) of the American Arbitration Association; provided, however, should the claim, controversy or dispute involve a Vessel and the sum claimed by a Party not exceed U.S. \$75,000 (exclusive of interest on the sum claimed, costs of the arbitration, and legal fees and expenses),

the dispute is to be governed by the "Shortened Arbitration Procedure" of the Society of Maritime Arbitrators, Inc. (SMA) of New York, as defined in the Society's current Rules for such procedure which are in effect upon the date that arbitration is demanded by the initiating Party. The arbitration award shall be final and binding and may include costs, including reasonable attorneys' fees. Judgment upon any award may be entered in any Court of competent jurisdiction.

31. Assignment

Neither Party may assign, sell or otherwise transfer this Agreement or any of its rights hereunder (in whole or in part), or delegate (in whole or in part) any of its obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may assign, sell or otherwise transfer the Agreement (or its rights or obligations thereunder), without having to obtain such consent, to (i) any Affiliate of such Party, provided that the assigning Party continues to remain liable for performance and payment under this Agreement, or (ii) any entity or person (including but not limited to an Affiliate) who acquires all or substantially all of the assets or business of such Party, provided such other entity or person complies with the Seller's credit requirements pursuant to Section 10 herein. An assignment shall be deemed to include a change in control of a Party. Any assignment in violation of this Section shall be null and void and of no force or effect.

32. Notices

Unless otherwise agreed between the Parties, notification to/from either Party to the other shall officially be deemed to be given/received:

- a.) Immediately if in person
- b.) for first class post within the United States of America to the address specified in the Agreement, on the second business day after it was posted
- c.) for airmail to the address specified in the Agreement, on the fifth business day after it was posted
- d.) for fax where confirmation of transmission is provided and can be verified, if the recipient's confirmation is received prior to 1630 hours on a Business Day then that business day. If the confirmation is received later than that, on the Business Day after the confirmation was received.
- d.) for courier, if delivered prior to 1630 hours on a Business Day then that business day, else receipt is deemed to be on the next Business Day.

Email correspondence regarding the performance of the Agreement is acceptable except for notices of assignment, termination, and legal or arbitration proceedings. Email messages shall be sent to the address specified for those purposes in the Agreement and are deemed to have been received on that Business Day if sent prior to 1630 hours on a Business Day, else are received the Business Day after. Email messages are at the failure risk of the sender and are only valid if actually received.

Changes to the contacts and addresses specified in the Agreement shall be notified immediately by post or fax to the other Party.

Instant messages or texts are not acceptable means of providing notice.

33. Confidentiality

The existence of the Agreement, the terms thereof, and any private or proprietary information that is disclosed to a Party by the other Party in connection therewith, shall be held strictly confidential and shall not be disclosed by either Party to any third party without the prior written consent of the other Party during the term of the Agreement and for two years thereafter. Notwithstanding the foregoing, a party (the “Disclosing Party”) may disclose details of this Agreement without the other party’s prior written consent if: (a) such disclosure is required by law or by any securities exchange or regulatory or governmental body or fiscal authority having jurisdiction over it, wherever situated, and whether or not the requirement has the force of law; or (b) the confidential information is or was already in the public domain other than through the fault or action of the Disclosing Party; or (c) such disclosure is to an Affiliate or in connection with any dispute, legal or arbitration proceedings, and the Disclosing Party shall cause all parties in receipt of such information to be bound by the same obligations of confidentiality as contained in this Agreement.

34. Supply Relationship

The Parties do not intend to create a continuing obligation to buy, sell or exchange products other than as specified in the Agreement. Accordingly, each Party expressly waives any rights it may have under any existing or future governmental laws or regulations, including but not limited to any mandatory petroleum allocation regulations or other applicable governmental regulations or statutes, to insist upon the continued purchase, sale or exchange of products provided herein.

35. Renewable Fuel Standards Compliance, RINS Assignment

With respect to each shipment of Product under this Agreement where RINS are specified, Seller shall (1) identify and provide to Buyer, no later than the date of invoice for such shipment, the valid RINS generated in connection with such volume of Product meeting the requirements of the RFS program, including, but not limited to, 40 C.F.R. §§80.1415, 80.1425, 80.1426 and 80.1428; and (2) transfer and assign to Buyer, prior to or concurrently with the transfer of title to the Product from Seller to Buyer, the applicable valid RINS via the EMTS and a Product Transfer Document meeting the requirements of the RFS program, including, but not limited to, 40 C.F.R. § 80.1453. All such RINS shall correspond to the current calendar year for Product Delivery, except for Product Deliveries in the month of January when the previous year’s RINS may also be acceptable, refer to the Special Provisions of the Agreement. The Product Transfer Document, as well as Seller’s invoice and the bill of lading, shall contain Buyer’s eight digit purchase order number applicable to each shipment, and Buyer will provide this number to the Seller. In addition, payment due dates for the Product shall be similarly extended pending transfer of valid RINS or other commercial remedy as specified in Part 2, Section 9 Defaults and Remedies.

Seller represents and warrants to Buyer that (1) as of the date hereof, it is in compliance, and throughout the term of this Agreement will remain in compliance, with the Energy Independence and Security Act of 2007 and the regulations promulgated there under (40 C.F.R. Part 80 Subpart M) including, but not limited to, the RFS program; (2) If required by the Energy Independence and Security Act of 2007 and the regulations promulgated there under (40 C.F.R. Part 80 Subpart M), it is registered under the RFS program as required under, inter alia, 40 C.F.R. §80.1450 and §80.76; and (3) any RINS transferred and assigned to Buyer here under is a valid RIN that was generated in accordance with and has not been separated from the Product, and otherwise complies with the requirements of the RFS program including, but not limited to, 40 C.F.R. §§80.1415, 80.1425, 80.1426 and 80.1428 thereof.

36. Miscellaneous Provisions

If any portion of the Agreement is declared illegal, invalid or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement remains in effect and shall not be impacted by the removal of the invalid portion. Should the Agreement be terminated, then any rights or obligations which have accrued to that time remain in effect. The Agreement shall not be modified unless both Parties agree in writing. No modification of this Agreement shall be effected by the acknowledgement or acceptance of purchase orders, shipping instruction forms, or any other documents containing terms or conditions different from or in addition to those in this Agreement, all such different or additional terms being hereby objected to. Any waiver must be in writing and signed by the Party giving the waiver to be valid and such waiver shall apply only to the instance for which it was prescribed and not to any subsequent incidence. Nothing in the Agreement is intended to or does provide benefit or remedy to a third party. Third parties have no consent in modifications to or terminations of the Agreement. No person, company or entity who is not a Party to the Agreement may have or obtain rights in the Agreement. The Agreement does not confer any express or implied rights to either Party to any trade mark(s) owned by the other Party or its Affiliates nor may either Party use the other Party's trade mark(s) in conjunction with the Product transacted. Each Party represents and warrants to the other Party that it has the corporate, governmental and/or legal authority and power to execute, deliver and perform the Agreement. The Agreement contains the entire agreement between the Parties with respect to this transaction and supersedes all prior agreements, whether oral or written, in connection with it. The Parties acknowledge that they and their counsel have reviewed the Agreement and that no presumption of contract interpretation or construction shall apply to the advantage or disadvantage of the drafter of the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument, and one or more counterparts of the Agreement may be delivered via electronic means (including PDF, e-mail, telecopy or facsimile) with the intention that it or they have the same effect as the delivery of any original counterpart hereof. Notwithstanding the foregoing, if no response is received within two days of receipt of this Agreement, the terms and conditions herein shall be deemed binding on both Parties. The closing salutation in our electronic Agreement documentation constitutes SPMT signature.

General Terms and Conditions

Part 2 – RINS

1. Interpretation

The Sales and/or Purchase Agreement (“Agreement”) is comprised of these General Terms and Conditions and the Special Provisions, and any SPMT terminal and/or dock manual as applicable and the SPMT Vessel Vetting Criteria. Generally, it is the intent of the Parties that all documents comprising this Agreement shall be construed together, as a whole, so as to avoid any conflicts among them. However, should any conflict between any of the documents comprising this Agreement not be avoidable, such conflicts will be resolved in the following order of priority: (a) in the event of a conflict between these General Terms and Conditions and the Special Provisions, the Special Provisions shall prevail; (b) in the event of a conflict between these General Terms and Conditions and any applicable SPMT terminal/dock manual, the SPMT terminal/dock manual shall prevail; (c) in the event of a conflict between any applicable SPMT terminal/dock manual and the SPMT Vessel Vetting Criteria, the SPMT Vessel Vetting Criteria shall prevail; and (d) in the event that there is a Master Agreement between the Parties covering the sales and purchases of RINs, and there is a conflict between such Master Agreement and these General Terms and Conditions, the Master Agreement shall prevail. All headings used in the Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of the provisions hereof. Unless expressly provided otherwise, the word “including” as used herein does not limit the preceding words or terms.

2. Definitions

The definitions of Part 1 shall apply, with any additional terms or terms with changed meaning, which shall prevail, listed here.

EMTS – EPA Moderated Transaction System

EPA – Environmental Protection Agency

Part 1 – Part 1 of the Sunoco Partners Marketing & Terminals L.P. General Terms and Conditions for Sales and Purchases of Products and RINs.

Product Transfer Document – Form requirement of the RFS2 Program as defined in 40 C.F.R. §80.1453 describing renewable fuels or RINS transactions

Transfer Date – the date specified as such on the Product Transfer Document when title shall progress from Seller to Buyer

3. Title and Risk

Seller shall issue a Product Transfer Document on or before the title Transfer Date specified in the Special Provisions of this Agreement and Buyer shall subsequently affect the transfer of the RINS specified in the Product Transfer Document using the EMTS while making all reasonable efforts to do so by the respective Transfer Date. All right, title and interest in and to the RINS identified in the Special Provisions and corresponding Product Transfer Document will transfer

from Seller to Buyer on the title Transfer Date free and clear of any liens and encumbrances. Time is of the essence under this Agreement in executing transference of RINS.

4. Payment and Credit

Payment and credit shall be made without discount, deduction, withholding, set-off or counterclaim in United States dollars by wire transfer per the payment terms designated on the Seller's invoice to the Buyer (providing such designation is consistent with the payment method considered by the Agreement). Such funds shall be available on or before the payment due date and according to the Special Provisions to the bank account designated by the Seller along with presentation to the Buyer by the Seller of an original hard copy or an electronic copy of those documents specified for presentation for payment in the Special Provisions. Invoices received after 12:00 pm US east coast time will be deemed received on the next Business Day.

4.1. Payment Documents

Except as expressly provided elsewhere in the Agreement, payment shall be made by the Buyer against presentation of the Seller's invoice and RINS transfer documentation.

4.2 Payment Due Dates

Payment is due as specified in the Special Provisions else five (5) Business Days after receipt of Seller's invoice and RINS transfer documentation. All payments are due prior to 12:00 Noon US Eastern time on the due date. Where payment terms are specified in calendar days, all calendar days apply towards determining the due date and payment is due on that date. Where payment terms are specified in Business Days, then Saturdays, Sundays and US banking holidays are applied as the next Business Day towards determining the due date and payment is due on that date.

4.5 Payment Account

Payment shall be made by the Buyer, quoting the Seller's invoice number and the Buyer's name to the Seller's bank, account name and account number to the Seller's legal entity name as specified in the Special Provisions or as otherwise notified by the Seller in writing.

4.6 Charges for Late Payment

Any delay in effecting any payment by the due date shall entitle Seller to receive payment of interest for each day of delay calculated at a rate of LIBOR plus TWO (2) percentage points per annum, such interest being in no circumstances to be construed as an agreement by Seller to provide extended credit, and is in addition to any other rights of Seller arising out of such delay. In addition to any other rights of Seller, all expenses incurred by Seller, including but not limited to, reasonable legal fees, court costs and collection agency fees, caused by delayed payment or nonpayment by Buyer of the full amount of Seller's invoice for each Shipment shall be for the account of Buyer and payable upon demand with supporting documentation.

4.7 Other Charges

Unless otherwise agreed, the payment of any other costs, expenses or charges which arise under the Agreement shall be made against presentation of the Seller's invoice therefore and shall be for immediate settlement by the Buyer on or before the date specified therein.

5. Credit; Financial Responsibility

Section 10 of Part 1 shall apply.

6. Cessation of Price Markers

Section 11 of Part 1 shall apply.

7. Tax

Section 12 of Part 1 shall apply.

8. Warranty with Respect to RINS

Each Party represents and warrants to the other Party that it has the corporate, governmental and/or legal authority and power to execute, deliver and perform the Agreement.

Buyer warrants that it will use and/or later transfer or retire the RINS in compliance with 40 C.F.R. Part 80 and all other applicable laws.

Seller warrants that:

- A.) The RINS were properly generated or are otherwise valid in compliance with 40 C.F.R. § 80.1431 and do not violate transfer restrictions described in 40 C.F.R. §80.1460(b) and
- B.) It has good and marketable title to the RINS and the RINS are free and clear of any claims, liens, charges, encumbrances, pledges or security interests.
- C.) The RINS are unassigned and transferable.

EXCEPT FOR THE FOREGOING, SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE RINS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND DISCLAIMS ALL SUCH WARRANTIES TO THE FULLEST EXTENT ALLOWED BY LAW. SELLER IS NOT RESPONSIBLE FOR THE FUTURE USE OR MISUSE OF THE RINS IN CONJUNCTION WITH COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS.

9. Defaults and Remedies

A default with respect to the transfer of the RINS shall be deemed to occur in the event:

- A.) Buyer fails to make, when due, any payment required under this Agreement and if such failure is not corrected within one (1) Business Day after receipt of written notice of such failure, then:
 - 1. If title to the RINS has not transferred:
 - a. Seller may suspend its performance and upon one (1) Business Days' written notice to Buyer terminate the Agreement
 - b. Buyer shall pay Seller's damages which shall be equal to the product of the number of RINS that Buyer failed to pay for and the positive difference between the purchase price and the market price as determined by Seller in a commercially reasonable manner

2. If title to the RINS has transferred:
 - a. Buyer shall pay to Seller damages equal to the product of the number of RINS that Buyer failed to pay for and the purchase price and interest as provided above.

B.) Seller fails to transfer RINS as required under the Agreement and if such failure is not corrected within one (1) Business Day after receipt of written notice of such failure or if RINS transferred fail to meet any warranty or representation of Seller in Section 8-Warranty with Respect to RINS hereof, and Seller fails to transfer replacement RINS within fifteen (15) Business Days after receipt of written notice of such failure, then:

1. Seller shall refund the purchase price that Buyer paid to Seller for the valid RINS that Seller failed to deliver, and pay Buyer damages which shall be equal to the product of the number of RINS that Seller was otherwise obligated to transfer to Buyer and the positive difference between the market price as determined by Buyer in a commercially reasonable manner and the purchase price.
2. Alternatively, at Buyer's sole election, Seller may deliver RINS of equal or lesser value and same vintage year to cover the shortfall and shall transfer such RINS to Buyer pursuant to the terms hereunder.

C.) If either Party fails to provide adequate assurance of its ability to perform all of its outstanding material obligations under the Agreement within three (3) Business Days of demand thereof when the other Party has reasonable grounds to request such assurance, then the other Party may terminate this Agreement and shall be entitled to any reasonable damages as a result of such termination.

The remedies set forth above in Sections A.1.b and B above are exclusive and sole remedies.

10. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN ADDITION, NEITHER PARTY SHALL BE LIABLE FOR ANY PROSPECTIVE PROFITS, LOST PROFITS, BUSINESS INTERRUPTION OR LOST PRODUCTION DAMAGES OR THE LIKE, IRRESPECTIVE OF WHETHER SUCH PROFITS OR DAMAGES CONSTITUTE DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

To the extent permissible by law, the Seller is not responsible in any respect whatsoever for any loss, damage or injury resulting from any hazards inherent in the nature of the Product delivered hereunder.

This Section 10 shall survive termination of this Agreement.

11. Indemnity

Subject to Section 10, Limitation of Liability, each Party (the "Indemnifying Party") agrees to protect, defend and indemnify and hold the other Party (the "Indemnified Party") harmless from and against any and all claims, demands, suits, losses, expenses (including reasonable attorney's

fees), damages, fines, penalties, causes of action and liabilities of every type and character caused by or arising out of or resulting from the Indemnifying Party's breach of the RINS Agreement (including, without limitation, the Indemnifying Party's failure to transfer valid RINS to the Indemnified Party) or its negligence or failure to comply with applicable laws with respect to the sale and transfer of any RINS, except to the extent such liability results from the Indemnified Party's negligence or willful misconduct. In the event the Parties are jointly negligent, each Party agrees to notify the other Party as soon as practicable after receiving notice of any suit brought against it within this indemnity; shall furnish to the other Party the complete details within its knowledge and shall render all reasonable assistance requested by the other Party in the defense. Each Party shall have the right but not the duty to participate, at its own expense, with counsel of its own selection, in the defense and settlement thereof without relieving the other Party of any obligations under this indemnity. This Section 11 shall survive termination of this Agreement.

12. Liquidation and Close-out

Section 16 of Part 1 shall apply.

13. Force Majeure

There shall be no breach or violation of the Agreement (provided the affected Party fulfills its obligations pursuant to the following paragraph) if either Party is prevented from fulfilling its obligations (other than to make payment) hereunder because of an Event of Force Majeure. Events of Force Majeure include circumstances such as an act of God, war, terrorism, strikes or other labor disturbances (regardless of the reasonableness of the demands of labor), riots, civil commotions, fires, floods, accidents, breakage, explosions, natural calamities, sabotage, breakdowns, shortage of or inability to obtain energy, equipment, or transportation, good faith compliance, whether mandatory or voluntary, with any Regulation, direction or request, whether valid or invalid, made by any governmental authority or person purporting to act thereof, or any other cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of such Party. It is expressly agreed that neither economic hardship nor a failure of Seller's supplier of assigned or separated RINs, whether because of a Force Majeure event of its supplier or otherwise, nor Seller's inability to blend renewable fuel, shall constitute a Force Majeure event with respect to an obligation to transfer separated RINs. In the case of a Force Majeure event, the Force Majeure Party must orally advise the other Party promptly of the Force Majeure event, to be followed up in writing. During an Event of Force Majeure, the affected Party shall use commercially reasonable means to mitigate the Event of Force Majeure and fulfill its obligations under the Agreement as soon as reasonably practicable, except that settlement of any strike or labor dispute shall be wholly within the discretion of the Party having the difficulty. In no event shall a Party's performance pursuant to this Agreement be excused entirely unless such Party is unable to mitigate the Event of Force Majeure within thirty (30) days.

14. Compliance with Laws

Each Party shall comply with all laws applicable to it in the performance of the Agreement. RINS shall be transferred in full compliance with all applicable laws, including the RFS regulations. Seller and Buyer shall maintain appropriate records that demonstrate compliance with applicable law and industry standards. Each Party shall notify the other Party immediately in writing of any violation or alleged violation with respect to the RINS transferred and, upon reasonable request, shall provide the other with evidence of environmental inspections or audits by governmental authority with respect to RINS.

15. New and Changed Regulations

If, at any time after the Agreement is entered into, new applicable laws are enacted or existing applicable laws are amended which could be expected to have a material adverse effect upon the rights and obligations of a Party (the “Affected Party”) under this Agreement, then the Affected Party may notify the other Party that it desires in good faith to renegotiate the purchase price or other material terms or conditions in order to address the effects of the new or changed applicable laws.

If the Parties do not agree upon new price or terms satisfactory to both within 30 days of the Affected Party’s request to initiate negotiations pursuant to the above, either Party shall have the right to terminate the Agreement, if such Agreement can be legally terminated at the end of the 30 day period. Any RINS transferred during the 30 day period will be under the original conditions of the Agreement.

16. Arbitration and Governing Law

Section 30 of Part 1 shall apply.

17. Documentation

Upon request of the Buyer, Seller shall provide to Buyer any and all necessary documentation related to the transferred RINS as necessary to support the validity of such transferred RINS. Furthermore, Seller agrees to execute as necessary supporting attestations related to the validity of such transferred RINS.

19. Transfer of RINS in Connection with Transfer of Product

If the transfer of RINS under the Agreement is associated with a transfer of ethanol, biodiesel or other transportation fuel under Part 1 of these General Terms and Conditions and the confirmation contains the terms of transfer of both the RINS and the Product(s), then the provisions both Parts 1 and 2 of these General Terms and Conditions shall apply.

20. Facilitation Payments and Anti-Corruption

Section 29 of Part 1 shall apply.

21. Assignment

Section 31 of Part 1 shall apply.

22. Notices

Section 32 of Part 1 shall apply.

23. Confidentiality

Section 33 of Part 1 shall apply.

24. Supply Relationship

Section 34 of Part 1 shall apply.

25. Miscellaneous Provisions

Section 36 of Part 1 shall apply.

Part 3 – Schedules, Appendices

Schedule A

SELLER'S LETTER OF INDEMNITY FOR PAYMENT WITHOUT PRESENTATION OF ORIGINAL SHIPPING DOCUMENTS

Vessel: MT "-----"

Bill of Lading date:

Port of Loading:

Barrels of

We refer to a cargo of ----- Barrels of ----- sold by us to you pursuant to our contract No. ----- dated ----- and shipped on board the vessel "-----" loaded at the port of ----- pursuant to Bills of Lading dated -----.

Although we have sold the cargo and transferred the title to you, we are unable to provide you with the documents required for payment under our contract including the full set of 3/3 original Bills of Lading covering the cargo ("Shipping Documents").

In consideration of your paying the full purchase price of U.S. Dollars ----- prior to our tender of the Shipping Documents, we hereby expressly warrant that we had, have, or will have as of the time prescribed for the transfer of title to you under our contract No. -----:

Good title to such cargo and the Bills of Lading free and clear of any charge, lien, encumbrance or other security interest, and

The full right and authority to transfer such title and effect delivery of such cargo and the Bills of Lading to you.

In further consideration we agree to indemnify, hold you harmless from, protect and defend you against, and pay and satisfy, any and all damages, costs and expenses (including reasonable attorney fees) which you may incur or be adjudged owing or for which you may otherwise be liable by reason of the Shipping Documents remaining outstanding and/or the breach of the warranties given above, including but not limited to, those which arise out of any claims and demands which may be made by a holder or transferee of the original Bills of Lading or by any other Third Party claiming an interest in or liens on the cargo, Bills of Lading, or on the proceeds thereof.

This Letter of Indemnity shall be construed, interpreted and governed by the Laws of the State of New York, excluding any choice of law rules and the U. N. Convention on Contracts for the International Sale of Goods.

This Letter of Indemnity shall expire upon our tender of the Shipping Documents to you. We agree we will make all reasonable efforts to obtain and surrender the Shipping Documents as soon as possible.

Signed:
