

FLINT HILLS RESOURCES, LP
GENERAL TERMS AND CONDITIONS
AROMATICS AND OLEFINS PURCHASES/SALES AND EXCHANGE
(January 2025)

1. APPLICATION:

These general terms and conditions shall be applicable to all contracts and the performance of contracts for purchases, sales and exchanges of bulk volumes (greater than truck load volumes) of chemical Products and refinery intermediate Products, (all hereinafter referred to as "Products") by Flint Hills Resources, LP ("FHR"), including but not limited to ISCC Certified Product (more fully defined below) regardless if these general terms and conditions are specifically referenced in or incorporated into the purchase/sales or exchange contracts or other ordering or confirmation document, except to the extent that differing terms are specifically otherwise agreed to in writing signed by the parties. The terms and provisions provided below (the "ISCC PLUS Terms") shall apply to all Certified Product Confirmations or Sales Agreements involving the purchase or sale by FHR of Certified Product. Seller shall sell and Buyer shall purchase the Certified Product as set forth in the applicable Certified Product Confirmation or Sales Agreement.

Definitions.

- a. "Certification" or "Certified" shall mean the certification provided by ISCC certifying that the applicable entity is compliant with ISCC PLUS standard requirements. A "Certificate" is a document received from ISCC definitively evidencing Certification. For the avoidance of doubt, any re-certifications provided by ISCC certifying the same shall be considered a "Certification."
- b. "Certified Product" shall mean the type of material or product specified in the applicable Certified Product Confirmation and manufactured in compliance with ISCC PLUS and sold by Seller to Buyer.
- c. "Certified Product Confirmation" shall mean the writing evidencing the offer and acceptance for the purchase and sale of Certified Product contemplated by the Parties.
- d. "Conventional Product" shall mean any Product that is not Certified Product, as further specified in the Certified Product Confirmation.
- e. "Sustainability Declaration" shall mean a declaration confirming the quantity of Certified Product delivered pursuant to the applicable Certified Product Confirmation, in each case, in compliance with the applicable requirements of ISCC PLUS under the framework provided for such by ISCC;
- f. "Declared" and its grammatical variants shall mean those actions causing a Declaration.
- g. "Invalid Certification" shall mean a Certification that has been voided, invalidated, or terminated by ISCC or a cooperating certification body, including by reason of expiration.
- h. "ISCC" shall mean ISCC System GmbH or its successor entity.
- i. "ISCC PLUS" shall mean the International Sustainability and Carbon Certification PLUS program, as amended or modified, or its successor program, promulgated by ISCC.
- j. "Non-Conforming Product" shall mean product that is not certified by ISCC and/or product that is ultimately deemed by ISCC or a cooperating certification body to not be in compliance with ISCC PLUS or otherwise in breach of these ISCC PLUS Terms.

2. TITLE; RISK OF LOSS:

The delivering party warrants to the receiving party that it has good title to the Product delivered hereunder and the right to deliver the same. The delivering party agrees to indemnify and defend the receiving party from any loss, claim or demand of any nature by reason of any breach of this warranty of title. With respect to vessel deliveries or receipts, title to the Product and all risk of loss shall be transferred as the Product passes the flange connecting the vessel's hoses with the terminal's lines. With respect to all other deliveries or receipts, title to the Product and all risk of loss shall be transferred as the Product passes the flange connecting the delivering and receiving apparatus of the parties.

3. QUANTITY; QUALITY:

All quantities of Product shall, unless otherwise agreed and specified, be determined in accordance with the following and be adjusted to a standard temperature of sixty (60) degrees Fahrenheit in compliance with applicable law and good industry standards. Quantities delivered by or to vessels shall be determined by shore tank measurements at the point of delivery or receipt or, if unavailable, by vessel loaded or discharge figures as adjusted by the appropriate vessel experience factor as determined by an independent petroleum inspector. Each party warrants that the Product delivered by it conforms to the specifications set forth herein and that the Product contains no waste oil, chemical wastes, waste lubricants, slops, sludges, or residues from acid catalyzed processes. All quantity and quality determinations shall be made by an independent petroleum inspector, the cost of which shall be borne equally by the parties. Quantities delivered into or by pipelines shall be determined by meter. The term "barrel" as used herein shall mean forty-two (42) U.S. gallons. The term "gallon" as used herein shall mean a U.S. gallon of two hundred thirty-one (231) cubic inches.

4. Mass Balance Approach. The Parties agree and acknowledge that (a) the transactions conducted under this Agreement regarding Certified Product shall be conducted utilizing the mass balance approach in accordance with ISCC PLUS and (b) volumes of Certified Product related to this Agreement may be commingled with volumes of Product that are not Certified Product.

5. LIMITED WARRANTIES:

Delivering party expressly warrants that at the time of transfer of title, (a) delivering party shall hold full and unencumbered legal and equitable title to the Product sold by it hereunder, and (b) delivering party shall have full right, authority and power to transfer and convey such title to receiving party and to effect delivery of the Product to receiving party, and (c) no promises, conditions, agreements, representations or warranties, express or implied, merchantability, fitness or suitability of the Product for any particular purpose or otherwise, are made by delivering party other than that the Product conforms, within any tolerance stated, to the description and quality stated herein.

6. Additional Representations and Warranties.

- a. Seller Representations and Warranties: Seller represents and warrants to Buyer that, as of the time of execution of the applicable Certified Product Confirmation, Seller (i) has received Certification from ISCC, (ii) is in compliance with the applicable Certification requirements established by ISCC PLUS and (iii) is within the effective time period set forth in its applicable Certification.
- b. Buyer Representations: Buyer represents and warrants to Seller that, as of the time of execution of the applicable Certified Product Confirmation, Buyer (i) has received Certification from ISCC, (ii) is in compliance with the applicable Certification requirements established by ISCC PLUS and (iii) is within the effective time period set forth in its applicable Certification.

7. **Further Assurances.** Each Party will use commercially reasonable efforts to cooperate with the other to implement the transactions contemplated by this Agreement, and in furtherance of the foregoing, will use commercially reasonable efforts to provide any additional information or to take any such other action as may be reasonably requested by the other Party for purposes of acquiring or maintaining Certification or ensuring that any Declarations for Certified Product contemplated under any agreed upon Certified Product Confirmation are properly and accurately Declared.

8. **Other Covenants.**

- a. Delivery of Sustainability Declaration: Prior to the start of deliveries of Certified Product under this Agreement (or such other period as may be set forth in the applicable Certified Product Confirmation), each Party shall provide the other with a copy of its Sustainability Declaration (along with any necessary or appropriate supporting documentation).
- b. During the term of this Agreement, at least thirty (30) days prior to a new Certification time period, each Party shall provide the other evidence reasonably acceptable to the other of its re-Certification (along with any necessary or appropriate supporting documentation).
- c. ISCC Updates: Buyer shall inform Seller immediately of any written or oral discussions, correspondences, notices or other communications received from or addressed to ISCC or any governmental authority (or any of their representatives or agents) regarding Certification, any Certificates, any Declaration, or any Certified Product delivered or intended to be delivered under this Agreement, and provide such written or oral discussions, correspondences, notices or other communications (or if such is not able to be provided, then Buyer shall provide a detailed summary of the material information contained within such).

9. **Confirmation of ISCC PLUS Compliance:** Upon the request of Seller, which request may be made at such times and with such frequency as is reasonable, Buyer shall verify that, as of the date of Buyer's response to each such request, it is in compliance with ISCC PLUS and it has a proper and accurate Certification under ISCC PLUS. Buyer acknowledges and accepts that Seller may rely on these verifications for any purpose

10. **DELIVERIES:**

Deliveries shall be made within the delivering or receiving terminal's usual business hours at such times as mutually agreed by the parties. The receiving party shall furnish reasonable advance notice with respect to the particulars of each delivery. At the time of giving such notice, the receiving party shall furnish the delivering party with all necessary shipping instructions. The delivering party shall prepare and furnish the receiving party with bills of lading and all other shipping papers. Volumes delivered by each party to the other on exchange shall be kept reasonably in balance at all times.

11. **PAYMENT/CREDIT:**

The receiving party will make payment of the delivering party's invoices, without deduction, by means of electronic funds transfer ("eft") into a U.S. bank account designated by the delivering party and payable in U.S. dollars, which payment will be received by the delivering party in accordance with the payment terms specified herein. All past due invoices are subject to a finance charge of 1.5% per month, or the maximum interest rate permitted by applicable law, whichever is less. Each shipment is a separate transaction, and payment will be made accordingly. If sufficient credit for this and other pending transactions has not been established with the delivering party's credit department, delivering party shall have the option of requiring security in the form of a prepayment or an irrevocable bank letter of credit. The letter of credit must be opened in a format and on a bank acceptable to the delivering party. Acceptable letters of credit for vessel movements should be received by the delivering party ten (10) banking days prior to Product movement. Product transporting by means other than vessel requires prepayment two (2) banking days prior to Product movement or receipt of a standby irrevocable bank letter of credit three (3) banking days prior to Product movement. In the event the above requirements are not satisfied within specified time limits, delivering party shall have the option of canceling the contract and/or proceeding against receiving party for damages occasioned by receiving party's failure to perform.

12. **CLAIMS:**

Claims as to shortage in quantity, defects in quality, or any others, except for demurrage or shifting, shall be made by written notice to the other party within sixty (60) days after the delivery in question or shall be deemed to have been waived. No other claims of any nature whatsoever shall be made under this agreement nor shall either party be liable for any special, indirect, or consequential damages.

13. **ATTORNEY'S FEES:**

The prevailing party shall be entitled to full reimbursement from the other party of its reasonable attorney's fees and related reasonable costs/expenses (including expert witness fees, costs and expenses) for any cause of action, claim or dispute arising out of or relating to this agreement as to which such prevailing party prevails, whether in a court of law, administrative proceeding, or through any form of dispute resolution.

14. **TAXES:**

The prices quoted above do not include taxes. Receiving party will be responsible for and pay the full amount of any tax imposed on, with respect to or that is measured by the Product delivered hereunder, regardless of whether such tax is separately stated on delivering party's invoices to receiving party. Receiving party hereby acknowledges that it must furnish to delivering party, where applicable, tax exemption certificates or other like documentation completed in accordance with applicable law prior to being entitled to an exemption from taxes in connection with the transactions set forth herein. Receiving party further agrees to defend, indemnify, and hold harmless delivering party and its affiliates, their agents and suppliers

(including, but not limited to, the owner of the bonded premises from which the Product is dispatched) from any claim, loss or expense arising from receiving party's failure to duly and timely pay such taxes, including, for the avoidance of doubt, the cost of defense (such as attorneys' fees, court costs and other similar expenses) associated with any audit, litigation or other proceedings concerning any liability for taxes relating to the transactions contemplated herein. For purposes of this agreement, the term "tax" or "taxes" means all sales, use, goods and services, value added, transfer, transportation, Production, severance, withholding, excise, superfund, oil spill, emissions or pollution-related (such as a "carbon tax" or "cap and trade system") taxes, tariffs, fees, duties, levies and assessments or similar charges in the nature of a tax, whether or not in existence at the time of this agreement, and any interest, fines and penalties thereon, imposed by any governmental authority (within or without the U.S.) on the manufacture, storage, delivery, receipt, purchase, sale, exchange, use or inspection of the Product. Any taxes hereafter becoming effective increasing the cost to delivering party of producing, selling or delivering the Product or of procuring materials used therein may, at delivering party's option, be added to the price for such Product.

15. DEFAULT:

A. Notwithstanding any other provision herein, the following shall each constitute an event of default: a party or, if the obligations of a party are guaranteed by another party whether under this agreement or otherwise, the guarantor of such party (each or either a "nonperforming party") shall (i) default in the payment or performance of any material obligation to the other party (the "performing party") under this or any other contract, and such default shall continue for three business days after notice of such default to the nonperforming party; (ii) file a petition or otherwise commence or authorize the commencement of a proceeding or case under any bankruptcy, reorganization, or similar law for the protection of creditors or have any such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due by acceleration or otherwise; (v) merge or become consolidated with any other entity or transfer, by any means, all or substantially all of its assets to another entity and the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of the nonperforming party immediately prior to such action as reasonably determined by the performing party; (vi) fails to give adequate security for, or assurance of, its ability to perform its obligations hereunder or under any other contract within two business days of a reasonable request therefor from the performing party; or (vii) disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of the guaranty issued by the guarantor.

B. Upon the occurrence of an event of default described above, the performing party shall, in addition to all other rights and remedies available to the performing party, have the right to immediately liquidate this transaction by notice in writing to the non-performing party. In the case of an event of default described in subsections (a)(ii) through (a)(vii) above, the performing party and its affiliates shall, in their sole discretion, have the further right to liquidate any other outstanding transaction between any of them and the nonperforming party by notice in writing to the non-performing party.

C. The performing party and its affiliates shall determine their respective aggregate gains or losses resulting from the liquidation of any transactions by calculating the difference, if any, between the price specified in each liquidated transaction and the market price for the relevant Product on the date of liquidation. The performing party and its affiliates shall notify the non-performing party of the amount of any aggregate loss incurred by them in connection with the liquidation of any transactions. The non-performing party shall pay such amount to the performing party and its affiliates in full within five business days of such notice being given, which amount shall bear interest at the prime rate as listed in the wall street journal, plus two (2) percentage points from the date of termination.

D. The performing party and its affiliates may, in their sole discretion, aggregate, net and set off amounts which they owe to the non-performing party against any amounts which the non-performing party owes one or more of them under any liquidated transaction or otherwise, whether or not then due, so that all such amounts are aggregated and netted to a single liquidated amount (the "net liquidation payment"). For the purpose of any such calculation, the performing party may convert amounts denominated in any other currency into the performing party's price currency at such rate prevailing at the time of the calculation as it shall reasonably select. If the calculation of the net liquidation payment does not result in a net loss to the performing party and its affiliates, the liquidation payment shall be zero. The performing party and its affiliates shall notify the non-performing party of the amount of any net liquidation payment. The non-performing party shall pay such amount to the performing party and its affiliates in full within five business days of such notice being given, which amount shall bear interest at the prime rate as listed in the wall street journal, plus two (2) percentage points from the date of termination.

E. The non-performing party shall further indemnify and hold the performing party and its affiliates harmless from any other losses, damages, costs and expenses including reasonable attorney's fees, incurred in connection with an event of default, termination, or exercise of any remedies hereunder.

F. Notwithstanding any provision herein to the contrary, the performing party and its affiliates shall not be required to pay to the non-performing party any amount due under this contract until the performing party and its affiliates receive confirmation satisfactory to them, in their reasonable discretion, that all obligations of any kind whatsoever of the non-performing party to make any payments to them under this or any other contract have been or will be fully and finally performed; nor shall the performing party or its affiliates be required to compensate the non-performing party for any losses incurred by the non-performing party in connection with a default or termination hereunder.

G. The parties acknowledge and agree that this agreement constitutes a "forward contract," each party is a "forward contract merchant," and each payment hereunder constitutes a "transfer" or a "settlement payment" for the purposes of the U.S. bankruptcy code, with all attendant protections and benefits. The parties further agree that this agreement constitutes an "eligible financial contract" for the purpose of the companies' creditors arrangement act, R.S.C. 1985, C. C-36, as amended, the winding-up and restructuring act, R.S.C. 1985, C. W-11, as amended, and the bankruptcy and insolvency act, R.S.C. 1985, C. B-3, as amended.

H. The performing party's rights under this provision shall be in addition to, and not in limitation or exclusion of, any other rights which the performing party may have (whether by agreement, operation of law or otherwise), including any right and remedies under the uniform commercial code.

16. LIMITED LIABILITY:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON A PARTY'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION.

RECEIVING PARTY'S EXCLUSIVE REMEDY AGAINST DELIVERING PARTY FOR ANY CAUSE OF ACTION UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION FOR FAILURE TO DELIVER OR DELIVERY OF NON-CONFORMING PRODUCT, IS, AT DELIVERING PARTY'S OPTION LIMITED TO (A) REPLACEMENT OF THE NON-CONFORMING PRODUCT WITHIN A MUTUALLY AGREED UPON REASONABLE TIMEFRAME; OR (B) REFUND TO RECEIVING PARTY OF THE PORTION OF THE PURCHASE PRICE PAID BY RECEIVING PARTY AND ATTRIBUTABLE TO SUCH NON-CONFORMING OR UNDELIVERED PRODUCT; OR (C) REFUND TO RECEIVING PARTY THE PREMIUM APPLICABLE TO THE CERTIFIED PRODUCT AND PROCEED WITH DELIVERY OF THE NON-CONFORMING PRODUCT AS CONVENTIONAL PRODUCT. IN NO EVENT WILL DELIVERING PARTY'S CUMULATIVE LIABILITY EXCEED THE PRICE OF PRODUCT SOLD WHICH WAS THE DIRECT CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY. IN ANY EVENT, RECEIVING PARTY ACKNOWLEDGES AND AGREES THAT THE RETURN OF THE FULL SALES PRICE FOR THAT PRODUCT SOLD WHICH WAS THE CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY WILL PREVENT THE FOREGOING REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE, AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

Other remedies:

- a. Loss of Certification or Declaration: In the event that (i) either Party has its respective Certification expire or is otherwise de-Certified, or (ii) a Party's Declaration with regard to the applicable Certified Products is voided, invalidated, modified, terminated or expired by ISCC (in any such case and for any reason for either clauses (i) or (ii), an "**Invalid Declaration**"), such Party shall promptly notify the other Party thereof in writing.
- b. Inapplicability of ISCC PLUS: In the event that ISCC disbands or undergoes significant reorganization or ISCC PLUS is substantially changed so as to make compliance with ISCC PLUS commercially unreasonable, Seller (in its sole discretion) shall have the right, effective immediately following written notice to Buyer, to convert the purchase and sale of Certified Products pursuant to this Agreement to the purchase and sale of Conventional Products for the remainder of the term of this Agreement. In no circumstance shall Seller be obligated to apply for or receive any renewal or recertification under ISCC PLUS.
- c. New Standards: At the request of Seller, the Parties shall work together and in good faith in the event that a new standard, framework or trading platform is created that would provide better commercial opportunity for the Parties in regard to the sale of the same type of products contemplated by this Agreement. The Parties may mutually agree in writing to terminate this Agreement to pursue one or more the other standards, frameworks or trading platforms.

17. MARINE PROVISIONS:

A. Terminals. Terminals utilized in receipts or deliveries pursuant to this agreement shall provide a safe berth to which vessels may proceed, lie at and depart from always afloat; and, except as local industry practice may otherwise establish, free of all wharfage, dockage and quay dues. Terminals shall berth vessels under this agreement on an equal basis with all other vessels arriving to load or discharge in order of rotation as determined by the terminal in its sole commercially reasonable judgment.

B. Notice. As soon as practical after establishment of this contract, the parties shall consult with each other to narrow the contractual delivery laydays acceptable to both parties considering delivery vessel schedule and receiving terminal schedule. For barges, this shall be narrowed to one day. For vessels, a maximum 15-day laycan window shall be proposed. Once accepted, it shall be narrowed to five (5) days when vessel is 15 days out. Then to three (3) days when seven (7) days out. FHR will accept two (2) days within these windows for demurrage purposes, subject to dock availability. The delivering or receiving terminal shall be promptly notified of each vessel nominated under this agreement in accordance with standard industry practice. For tanker or ocean-going barge movements. The terminal shall be notified when a scheduled tanker or ocean-going barge arrival time changes by more than three (3) hours. Similarly, for barge movements, the terminal shall be notified when a scheduled barge arrival time changes by more than one (1) hour.

C. Notice of readiness. When a vessel arrives at the customary anchorage or other place of waiting and is, in all respects, ready to proceed to berth and commence loading or discharging, the master or his agent shall tender to the terminal a notice of readiness.

D. Pumping. (1) **Vessel Loading**: the cargo shall be pumped into the cargo tanks of the vessel by the delivering terminal at the terminal's expense. Pumping shall be at the terminal's risk only to the point at which the vessel's hoses are attached to the terminal's lines or, if vessel's hoses are not used, to the permanent hose connections of such vessel. (2) **Vessel Unloading**: the cargo shall be pumped into the storage tanks of the receiving terminal by the vessel at the vessel's expense. Pumping shall be at terminal's risk only from the point at which the vessel's hoses are attached to terminal's lines, or, if the vessel's hoses are not used, from the permanent hose connections of such vessel.

E. Barges. Laytime shall commence upon the tender of notice of readiness on accepted layday, or upon arrival at berth, all fast excluding hoses. Laytime shall cease when the performing vessel is released. Allowed laytime shall be determined by reference to the barge's charter party. Any delays to the barge following tender of notice of readiness for reasons over which the terminal has no control shall not count as used laytime. Any prohibition of loading or discharging by reason of tide or hour which is imposed by port authorities shall not count as used laytime. Each barge must display the ability to discharge or receive the entire cargo within allowed laytime and must maintain one hundred (100) psi at terminal's manifold during and throughout discharge. Any time lost by reason of failure to so pump or to so maintain pressure as set forth above shall not count as used laytime. In the event of such failure, terminal reserves the right to remove the barge from berth and to suspend the running of laytime while the barge remains so removed. Except as set forth above and in subparagraph g. and h. Below, laytime shall be determined in accordance with the applicable charter party.

F. Tankers; ocean-going barges. Laytime shall commence upon the tender of notice of readiness within accepted laydays or upon arrival at berth, all fast excluding hoses. Laytime shall end following completion of loading or discharging and disconnection of hoses. Allowed laytime shall be thirty-six (36) running hours for loading or discharging full cargo and pro-rata for any part thereof. The term "full cargo" in the proceeding sentence shall be defined with reference to the totality of the bills of lading issued for the voyage rather than with reference to vessel capacity. Any delays to the vessel following tender of notice of readiness for reasons over which the terminal has no control shall not count as used laytime. Any prohibition of loading or discharging by reason of tide or hour which is imposed by port authorities shall not count as used laytime. Each vessel must display the ability to discharge or receive the entire cargo within allowed laytime and must maintain one hundred (100) PSI at terminal's manifold during and throughout discharge. Any time lost by reason of failure to so pump or to so maintain pressure as set forth above shall not count as used laytime. In the event of such failure, terminal reserves the right to require the removal of the vessel from berth and to suspend the running of laytime while the vessel remains so removed. Except as set forth above and in subparagraphs g. and h. Below, laytime shall be determined in accordance with the applicable charter party, or if none, in accordance with the ASBA II charter party form.

G. Demurrage. Upon presentation of invoice and such supporting documentation as may reasonably be requested, demurrage shall be payable for each running hour and pro-rata for any part there of that used laytime exceeds allowed laytime, minimum of twelve (12) hours. FHR shall not be obligated to pay demurrage more than the amount actually incurred by receiving party/delivering party. The rate shall be that specified in vessel's charter party and in the absence thereof, prevailing market rates for a similar vessel on a similar voyage shall apply. In the event demurrage is incurred by reason of fire, explosion, storm or breakdown of machinery or equipment in the terminal, the rate of demurrage shall be reduced by one-half. Terminal shall not be liable for any demurrage caused by strikes, lockouts, stoppages, or restraints of labor by master, officers and crew of the vessel, tugs, or pilot boats.

H. Vessel compliance. All vessels shall comply fully with all terminal directives as well as with all applicable statutes, rules, regulations, orders, directives, and recommendations of any governmental authority federal, state, or local relating thereto. Delays of any nature resulting from non-compliance by vessels shall not count as used laytime. The party owning or chartering the vessel shall assure that the vessel holds all applicable environmental compliance and environmental damage insurance certificates and memberships for the voyage undertaken. Vessels nominated hereunder to call at any terminal must be acceptable to FHR at FHR's sole discretion.

I. Demurrage and shifting claims. Any claims relating to demurrage or shifting shall be made by written notice to the other party within ninety (90) days after the delivery in question or shall be deemed to have been waived. If the vessel's charter party contains a provision regarding time for submission of claims, the time permitted hereunder shall be thirty (30) days beyond the time so specified in the said charter party.

J. Pollution prevention and responsibility. In the event a spill, escape or discharge of oil or other Product occurs from a vessel and causes or threatens to cause pollution damage (hereinafter "spill"), the vessel shall promptly take whatever measures are necessary to prevent or mitigate such damage. The terminal may undertake any measures that are, in the terminal's sole discretion, reasonably necessary to prevent or mitigate the pollution damage. The terminal may, but is under no obligation to, undertake any action that it deems reasonably necessary to prevent or mitigate the pollution damage.

All costs or expenses incurred because of the aforementioned measures shall be at the vessel's expense. The vessel, and the party to this agreement owning, operating or chartering the vessel involved in a spill (hereinafter the "owner") shall each be responsible to promptly reimburse all costs, expenses and losses incurred by the terminal due to its clean up or other compliance efforts. Under no circumstances shall the terminal be deemed a responsible party for any such spill because of any action taken to mitigate or prevent pollution damage. The vessel and the owner shall each be responsible, jointly and severally, to indemnify, defend and hold harmless the terminal from any and all claims, costs, expense, clean-up costs, fines, losses, penalties, or other damages incurred by the terminal as a result of the spill.

Each and every of the duties of indemnity, defense, and reimbursement stated herein shall be owed to the terminal without regard to the negligence or fault of terminal, except to the extent the negligence or other fault of terminal is a proximate cause of the spill, in which case, the terminal shall be responsible for that portion of the spill, including all reasonable costs incurred, for which the terminal was the actual and proximate cause.

18. FORCE MAJEURE:

In the event of the occurrence of a Force Majeure event that prevents performance hereunder, the party or parties whose performance is thereby prevented or delayed (the "Declaring Party") shall, unless otherwise provided below, be relieved of any obligation or liability under the terms of this agreement, to the extent that such obligation or liability cannot be met because of such Force Majeure event, until the expiration of a reasonable time after termination of such disability. "Force Majeure" means an event which is beyond the control of the party that prevents the party from performing its obligations under this agreement. The following include, but are not limited to, instances that will be recognized as Force Majeure events hereunder: earthquakes; floods; landslides; civil disturbances; sabotage; acts of public enemies; war; blockades; insurrections; riots; epidemics; the act of any government or other authority or statutory undertaking; the inability to obtain or the curtailment of electric power, water or fuel; strikes, lockouts or other labor disruptions; fires; explosions; breakdowns or failure of pipe, plant, machinery or equipment; and contamination or poisoning of catalyst and/or solvent or biological treatment facilities. For greater certainty, a lack of funds, the availability of a more attractive market, or inefficiencies in operations do not constitute events of Force Majeure. The Declaring Party agrees to notify the other party (the "Non-Declaring Party") of the occurrence of the Force Majeure event as soon as possible after the occurrence of the Force Majeure event. Such notice shall include all reasonable full particulars regarding such Force Majeure event. Notwithstanding the foregoing, if a Force Majeure event delays performance for a period of 30 days or more, the Non-Declaring Party shall have the right to terminate this agreement effective upon providing notice to the Declaring Party. In no event under this provision shall either party suspend its obligations to make payments then due for Products delivered under this agreement.

Notwithstanding the foregoing, either party shall have the right to suspend affected performance without liability if for any reason such party, temporarily or permanently, shuts down or reduces Production of Products in the units in, or the plant at, which the Products are made, is unable to make the Products (including manufacture of the Products to meet the required specifications) or is unable to transport Products via such party's

intended mode of transportation. The party shall give the other party written notice of such suspension. In the event a party reduces Production of the Products, the producing party shall have the right to allocate the portion of Products produced to its customers, in party's sole discretion.

If any governmental authority, by law, regulation, rule, order or other governmental action, imposes a restriction on the price of Products in any area in which Products are delivered under this agreement, either party may suspend performance for the affected areas for both parties under the agreement until such time as the restriction no longer applies.

Alternate supply – under no circumstances shall seller be obligated to purchase or otherwise obtain goods or raw materials for goods from any other person or entity.

19. HEALTH, SAFETY AND THE ENVIRONMENT:

The receiving party shall provide its employees, agents, contractors, customers, and other persons who handle or to whom it supplies the Product(s) delivered hereunder with either a copy of the delivering party's current safety data sheet or a comparable safety data sheet developed by the receiving party ("SDS"), and any other information relating to health, safety and environmental data provided by the delivering party from time to time in connection with the Product(s) delivered hereunder, or comparable other information developed by the receiving party ("the other information"). The receiving party shall be responsible for any consequences that result from the use of an SDS or other information different from that provided by the delivering party. The receiving party shall provide persons responsible for the management of health, safety and environment matters within its own organization with a copy of the SDS and other information as provided or developed. The receiving party shall provide its employees with appropriate information and training to enable them to handle and use the Product(s) delivered hereunder in a manner which does not endanger their health or safety. The receiving party shall be responsible for ensuring that any obligations, requirements or recommendations in respect to health, safety and the environment relating to the Product(s) delivered hereunder are complied with under the laws, statutes, regulations or directives in force in or applying to territories, states or other jurisdictions in which the receiving party handles or uses the Product(s) delivered hereunder. The delivering party shall not be responsible in any respect whatsoever for any loss, damage or injury resulting from any hazards inherent in the nature of the Product(s) delivered hereunder.

20. GENERAL:

A. Equal Employment Opportunity. The provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof, are hereby incorporated by reference and the seller represents, by acceptance of this purchase order, that it will comply with such executive order and rules and regulations, and amendments thereto, to the extent same are applicable to the manufacture and/or sale of the goods purchases hereunder.

B. Assignment. Neither party shall assign the whole or any part of its rights and obligations hereunder directly or indirectly without the prior written consent of the other party. Unless otherwise stated in such consent, assignor shall not be released from its obligations hereunder following such assignment. Notwithstanding the foregoing, either party may assign its rights and obligations hereunder to an affiliate of such party without the consent of the other party, provided that the creditworthiness of such affiliate is not materially weaker than the creditworthiness of the assignor. If such an assignment is made to a creditworthy affiliate, the assignor shall have no further obligation hereunder following such assignment.

C. Compliance with Law. Each party agrees to comply with and abide by all statutes, rules, regulations, orders, and directives of any governmental authority, federal, state, or local.

EACH PARTY SHALL COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO THIS AGREEMENT INCLUDING EXPORT AND RE-EXPORT CONTROL LAWS AND REGULATIONS, TO THE EXTENT NOT PENALIZED OR PROHIBITED UNDER APPLICABLE LAW. SPECIFICALLY, BUYER COVENANTS THAT IT SHALL NOT - DIRECTLY OR INDIRECTLY - SELL, EXPORT, RE-EXPORT, TRANSFER, DIVERT, OR OTHERWISE DISPOSE OF ANY PRODUCTS, SOFTWARE, OR TECHNOLOGY INCLUDING PRODUCTS DERIVED FROM OR BASED ON SUCH TECHNOLOGY RECEIVED FROM THE SELLER UNDER THIS AGREEMENT TO OR VIA ANY DESTINATION, ENTITY, OR PERSON FOR ANY USE PROHIBITED BY E.U., U.S. OR OTHER APPLICABLE LAWS OR REGULATIONS WITHOUT OBTAINING PRIOR AUTHORIZATION FROM THE COMPETENT GOVERNMENT AUTHORITIES AS REQUIRED BY THOSE LAWS AND REGULATIONS. EACH PARTY AGREES TO INDEMNIFY, TO THE FULLEST EXTENT PERMITTED BY LAW, THE OTHER PARTY FROM AND AGAINST ANY FINES OR PENALTIES THAT MAY ARISE AS A RESULT OF THE INDEMNIFYING PARTY'S BREACH OF THIS AGREEMENT.

BUYER AGREES TO COMPLY WITH ALL APPLICABLE EXPORT AND REEXPORT CONTROL LAWS AND REGULATIONS, INCLUDING THE EXPORT ADMINISTRATION REGULATIONS ("EAR") MAINTAINED BY THE U.S. DEPARTMENT OF COMMERCE, TRADE AND ECONOMIC SANCTIONS MAINTAINED BY THE TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL, AND THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS ("ITAR") MAINTAINED BY THE DEPARTMENT OF STATE. SPECIFICALLY, BUYER COVENANTS THAT IT SHALL NOT - DIRECTLY OR INDIRECTLY - SELL, EXPORT, REEXPORT, TRANSFER, DIVERT, OR OTHERWISE DISPOSE OF ANY PRODUCTS, SOFTWARE, OR TECHNOLOGY (INCLUDING PRODUCTS DERIVED FROM OR BASED ON SUCH TECHNOLOGY) RECEIVED FROM SELLER UNDER THIS AGREEMENT TO ANY DESTINATION, ENTITY, OR PERSON PROHIBITED BY THE LAWS OR REGULATIONS OF THE UNITED STATES, WITHOUT OBTAINING PRIOR AUTHORIZATION FROM THE COMPETENT GOVERNMENT AUTHORITIES AS REQUIRED BY THOSE LAWS AND REGULATIONS. BUYER AGREES TO INDEMNIFY, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER FROM AND AGAINST ANY FINES OR PENALTIES THAT MAY ARISE AS A RESULT OF BUYER'S BREACH OF THIS PROVISION. THIS CLAUSE C. SHALL SURVIVE TERMINATION OR CANCELLATION OF THIS AGREEMENT. UPON SELLER'S REQUEST, BUYER WILL PROVIDE SELLER WITH APPROPRIATE DOCUMENTATION TO VERIFY THE FINAL DESTINATION OF ANY PRODUCTS DELIVERED HEREUNDER.

D. Entirety of Agreement. This agreement and the written particulars relating hereto constitute the entire understanding of the parties relating to the transaction contemplated hereby. No modification or amendment to this agreement shall be effective except if in writing and signed by the parties hereto.

E. Governing law; jurisdiction. The validity, performance, construction, and all matters arising out of or relating to the agreement shall be interpreted in accordance with the laws of the state of Texas, without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply or govern the Agreement or the performance thereof or any aspect of any dispute arising therefrom.

F. Waiver. Waiver by either party of a default on the part of the other shall not operate as a waiver of any future default, whether of a like or different character.

G. Variance; Conflict. In the event of any conflict between these General Terms and Conditions and the written particulars relating to a given transaction, the latter shall prevail.

H. Headings. All paragraph and sub-paragraph headings used herein are for convenience of reference only and shall not be considered in the interpretation or construction of any provision hereof.

I. Notices. All notices, statements, and other communications to be given, submitted or made hereunder by either party to the other shall be properly given if in writing, bearing the transaction number, and sent by airmail, postage paid, or by electronic mail to the address of such other party as indicated in this Agreement, or in the written particulars relating hereto, which address may be changed by either party upon reasonable advance written notice to the other party.

J. Incoterms. The terms of Incoterms®, (Latest Edition) as published by the International Chamber of Commerce are incorporated by reference, except to the extent contrary to any of the terms hereof.

K. Bookout Clause. The parties, acting through schedulers or other responsible personnel, may agree, either bilaterally or as part of a multiparty arrangement, to a book-out, book transfer or other cancellation of physical delivery (in each case, "Bookout"). Provided in each case that the parties will be deemed to confirm that they are "Commercial Participants" as defined in the CFTC/SEC further definition of "Swap," "Security-Based Swap," and "Security-Based Swap Agreement" (August 13, 2012) and that they reasonably believe the other party(ies) with whom they agree to such Bookout likewise to be "Commercial Participants". In the event of a Bookout, (1) the agreement to such Bookout must be confirmed in writing or electronically between the relevant parties within a reasonable timeframe, (2) the delivery obligations under the contract will be extinguished (whether in whole or in part) to the extent agreed. Prepayment, if required, will be due at least two (2) business days prior to the effective date of the Bookout whether or not a sum certain is then known, but if not then known, buyer shall prepay in the amount of seller's estimate (subject to subsequent true-up). At any time prior to the agreed effective date of the Bookout, either party may elect, at its option and upon notice to the other party, to break the Bookout and thereby restore all original contract terms, including delivery and payment, all without liability to the other party.

L. Commercial Participant. In compliance with Title VII – Wall Street Transparency and Accountability Act of 2010 ("Dodd-Frank"), each of the parties represents to the other party that (a) it has the capacity to make or take delivery of the commodity in the ordinary course of its business, and is entering into this transaction in connection with its business, and (b) it intends to make or take physical delivery of the commodity.

[END OF TERMS]