

Industrial Oils Unlimited, LLC
Customer General Terms and Conditions

1. **Exclusive Terms.** In the absence of a mutually negotiated and executed agreement between the parties, these Customer General Terms and Conditions and the terms of any Bill of Lading issued by Seller (collectively these “Terms and Conditions”) shall exclusively govern all transactions between INDUSTRIAL OILS UNLIMITED, LLC, an Oklahoma limited liability company (“Seller”), and the Buyer identified in any written, verbal or standing request to purchase (an “Order”) industrial lubricants, oils, greases, and like products (collectively “Product(s)”) from Seller. Notwithstanding anything to the contrary, and regardless of whether adjudicated by a court of law to constitute an offer, acceptance, counter-offer or otherwise, Seller’s performance or delivery of any Products is subject to these Terms and Conditions. If Seller’s performance and/or written or verbal confirmation of an Order (“Confirmation”) is in response to an offer from Buyer, and if Buyer’s offer contains any terms and conditions that are additional to or different from these Terms and Conditions, Seller’s performance and/or Confirmation shall constitute acceptance of such offer subject to these Terms and Conditions without modification as the complete and exclusive statement of agreement between the parties. To the extent that anything in an Order conflicts with these Terms and Conditions, these Terms and Conditions shall control. To the extent that anything in an Order conflicts with Seller’s Confirmation, the terms of the Confirmation shall control. To the extent that an Order references or incorporates by reference any additional or different terms and conditions, whether proposed or provided by Buyer in a purchase order, response to a Confirmation or in any other Buyer-supplied form or communication: (i) shall be considered material alterations of Seller’s offer (or counter-offer if and as applicable); (ii) are hereby objected to and rejected by Seller; (iii) are void and shall not be binding upon Seller; and (iv) shall not be deemed part of these Terms and Conditions. Any action by Buyer in furtherance of a purchase of any Product, including without limitation, receipt of such Products or the payment of an invoice therefor, shall constitute Buyer’s acceptance of these Terms and Conditions. These Terms and Conditions shall apply to all future transactions between Seller and Buyer for Products, regardless of whether these Terms and Conditions are attached thereto.
2. **Acceptance of Order.** The Order shall be subject to acceptance by Seller in its sole discretion. Seller shall accept the Order by providing a written Confirmation of acceptance. In the absence of written acceptance of the Order, shipment of Products ordered shall be deemed acceptance of the Order. Seller reserves the right to decline, cancel or delay performance under any accepted Order if Seller determines in its discretion that it will be unable, in whole or in part, to satisfy its obligations due to a Force Majeure Event (as defined below).
3. **Price.** The purchase price for each Product shown on Buyer’s Order shall be as set forth in Seller’s applicable pricing list, letter or quote (collectively “Quotation”) and if in conflict with the Quotation shall be deemed conformed to comply with the Quotation. Buyer’s Order is subject to acceptance by Seller. Seller reserves the right to change quoted and/or accepted pricing prior to shipment by giving Buyer written notice. Unless the parties agree otherwise in writing, all packaging, shipping, freight, delivery and insurance costs and expenses, any demurrage or detention charges or fees, and all applicable taxes and duties, shall be the sole responsibility of Buyer and excluded from the purchase price. Unless otherwise specified in the Order, Seller shall use its discretion in making shipping and carrier arrangements on Buyer’s behalf. Buyer shall obtain insurance for the Products while in transit. To the extent Seller pays any such insurance or other costs/expenses, charges/fees, taxes, or duties on Buyer’s behalf, Seller shall invoice Buyer and all invoiced amounts shall be paid in accordance with Section 4.
4. **Payment.** Seller shall invoice Buyer for all amounts owed hereunder. Payment for the full invoice amount shall be made to Seller as indicated on the invoice, in United States currency, within thirty (30) days from the date of invoice unless agreed otherwise in writing. Buyer shall not offset or deduct any amounts owed from Seller to Buyer from its payment amounts. Time is of the essence with respect to Buyer’s payment obligations hereunder. All overdue amounts owed from Buyer to Seller shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. In addition to all other rights and remedies of Seller set forth herein or under applicable law, in the event that Buyer fails to make any payment when due, Seller shall have the right (i) to decline to make any further deliveries pursuant to any Order until all outstanding amounts (including all interest) are paid by Buyer in full, and/or (ii) to offset any and all outstanding payment obligations or other indebtedness of Buyer to Seller against any outstanding payment obligations or other indebtedness that Seller may owe Buyer. Buyer shall reimburse Seller any and all costs and expenses, including reasonable attorney fees, incurred by Seller in the collection of any sum payable by Buyer to Seller.
5. **Taxes and Duties.** Buyer shall submit to Seller a properly completed tax exemption certificate or a direct payment permit certificate with respect to any taxes or duties for which Buyer claims it is exempt. To the extent that such exemption certificate or direct payment permit certificate is disallowed or rejected by the applicable governmental or taxing authority, Buyer shall be responsible for the payment of any such applicable tax or duties. Buyer shall immediately reimburse Seller for any taxes or duties paid by Seller on Buyer’s behalf, although nothing contained herein shall obligate Seller to pay any taxes or duties on Buyer’s behalf.
6. **Delivery.** Unless otherwise specified in Seller’s Confirmation and/or Bill of Lading, all Products ordered pursuant to these Terms and Conditions shall be delivered to Buyer on an Ex Works (EXW) basis (Incoterms® 2010) from Seller’s loading dock. Seller will make commercially reasonable efforts to meet specified delivery or performance dates; provided however, that such dates are estimates only and not binding upon Seller. Delays in delivery or performance by Seller, in whole or in part, shall not entitle Buyer to cancel any order, refuse any items, or claim any damages. Seller reserves the right to deliver the Products in installments and Buyer consents to the same. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept any remaining deliveries. If Seller deems it necessary to store any Products due to Buyer’s failure to accept delivery or any other delay caused by Buyer, Seller may store such Products at Buyer’s sole expense, and Buyer shall reimburse Seller for any such expenses. Notwithstanding anything to the contrary, Seller reserves the right to deliver Products in an amount up to five percent (5%) greater or less than the weight, volume or quantity set forth in the Order (each an “Allowed Variance”). Buyer shall not be entitled to object to or reject the Products or any portion thereof due to an Allowed Variance and shall pay for such Products at the price set forth in the Order, as adjusted based on the amount of Product actually delivered. Any claimed shortage exceeding an Allowed Variance shall be resolved in accordance with Section 13 below.
7. **Title and Risk of Loss.** Title to and risk of loss for all Products supplied by Seller shall transfer to Buyer in accordance with the applicable shipping term pursuant to Section 6 above.
8. **Force Majeure.** Seller shall not be responsible or liable for failure or delays in delivery or performance due, directly or indirectly, to any cause or circumstance beyond its reasonable control, including without limitation: (a) acts of God, fires, storms, floods, other forms of extreme

weather and/or temperature, strikes, lockouts, accidents, acts of war or terrorism, strikes, labor shortages, riots, civil commotion, embargoes, power outages or loss of other utilities, breakage, mechanical issues, planned or unplanned maintenance, failure of equipment including tanks or pipe, explosions, partial or total loss of manufacturing facilities, delays of carriers, local or national disruptions to transportation networks or operations, loss or malfunction of any communications and/or computer systems or services, loss of data, fuel shortages, disease, epidemic, pandemic and any other foreseeable or unforeseeable events beyond Seller's control; (b) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar government instrumentality; or (c) inability of Seller to obtain any required raw material, energy source, supplies, equipment, labor, or transportation, at prices and on terms Seller deems in its sole discretion to be commercially reasonable (each, a "Force Majeure Event"). To the extent that Seller is delayed or rendered unable to perform its obligations under any Order, in whole or in part, by a Force Majeure event, Seller's obligations shall be suspended for the duration of such Force Majeure Event and Seller shall not be deemed in breach of the Order. Without limiting the generality of the foregoing, under no circumstances shall Seller be obligated to purchase products from a third party for delivery to Buyer in the event of a Force Majeure Event. Seller may allocate its available supply of Product, and its raw materials and other resources, among its customers, itself, and its affiliates on such basis as Seller deems fair and reasonable if Seller is unable, for any reason, to supply the quantities of Product contemplated by any Order.

9. **Safety Data Sheet.** Upon Buyer's written request or if required of Seller under applicable law, Seller shall provide Buyer with a Safety Data Sheet ("SDS"). The SDS contains product information and may include precautions, if required, instructions, and recommendations associated with the intended use, transportation, delivery, unloading, discharge, storage, handling, and shelf life of the Product. Buyer acknowledges its responsibility to familiarize itself with all information and precautions contained in the SDS or otherwise transmitted to Buyer by Seller at any time. Buyer shall be solely responsible for instructing its personnel, agents, contractors, customers or any third party who may be exposed to the Products about such information and precautions, and Buyer shall make such information and precautions available to such parties. Buyer assumes full liability and responsibility for its compliance with the SDS hereby indemnifies Seller for any damages arising from Buyer's failure to comply with the same.

10. **Compliance with Export Laws.** Seller's obligations under any Order are excused, without liability, to the extent Seller's performance is prohibited by Applicable Export Laws (as defined below) and/or Seller is unable, having used commercially reasonable efforts, to obtain any required special export license necessary to fulfill such Order. Buyer shall comply with all applicable export control and sanctions laws, statutes, ordinances and regulations of any federal, state, or local governmental authority having jurisdiction thereover, including, without limitation, the Foreign Corrupt Practices Act, the anti-money laundering provisions of the USA Patriot Act and Bank Secrecy Act, U.S. Export Administration Regulations (EAR), U.S. International Traffic in Arms Regulations (ITAR) and all other applicable foreign export control and sanction rules, laws and regulations ("Applicable Export Laws"). Diversion of Product contrary to applicable law is prohibited. Authorization may be required to export, re-export or transfer Product to certain countries, therefore, Buyer agrees to obtain all necessary licenses prior to such action. Buyer shall not export, re-export, transfer or otherwise provide any Products purchased hereunder to any person or entity listed on any applicable sanctions or export-related restricted party list, including, without limitation, OFAC's Specially Designated Nationals and Blocked Persons List (or any similar list maintained by any governmental authority) or to entities or persons located within embargoed countries (in both cases as defined under the

Applicable Export Laws). Seller assumes no liability for Buyer's failure to comply with Applicable Export Laws.

11. **LIMITED WARRANTY.** Subject to this Section 11, Seller warrants solely to Buyer that the Products shall conform to Seller's specifications applicable to the Products at the time of delivery and shall be free from defect.

i. This warranty covers (a) failure of the Products to meet specifications, and (b) failure of a machine under normal use and service, caused directly by defective Products.

ii. In the event Buyer makes a warranty claim pursuant to Section 11(i)(a) alleging that the Products failed to meet specifications, Buyer shall be required to submit a sample of the Products to Seller for testing. Subject to Section 12, should Seller find a breach of the warranty set forth in Section 11(i)(a) above, Seller in its sole discretion shall either replace the Products or refund the total purchase price and such remedy will be Buyer's sole and exclusive remedy with regard to the warranty claim.

iii. In the event Buyer makes a warranty claim pursuant to Section 11(i)(b) alleging that defective Products were the direct cause of a machine failure, Buyer agrees to submit oil samples from the failed machine and records showing the machine was serviced per manufacturer recommendations. The claim must be made within thirty (30) days of discovery or is waived by Buyer. Buyer may be required to establish by a third party reasonably approved by Seller, that the Products directly caused the machine failure. Seller reserves the right to examine the failed machine parts. Subject to Section 12, should Seller find a breach of the warranty set forth in Section 11(i)(b), Seller in its sole discretion shall either repair or replace the damaged machine and such remedy will be Buyer's sole and exclusive remedy with regard to the warranty claim.

iv. Notwithstanding anything herein to the contrary, in the event that Seller provides Buyer with Products or other goods or materials which are not manufactured by Seller ("Third-Party Goods"), Seller makes no warranties whatsoever for Third-Party Goods; provided, however, that to the extent permitted by the respective manufacturers, Seller shall pass through to Buyer any transferable manufacturer's standard warranties applicable to such Third-Party Goods. Buyer and any persons claiming through Buyer shall seek recourse exclusively from the respective manufacturers of any Third-Party Goods in connection with all claims arising from or related to any defects in or failure of the Third-Party Goods, actual or alleged, and this shall be the exclusive recourse of Buyer and any persons claiming through Buyer for any Third-Party Goods, whether such claims sound in contract, tort, strict liability, pursuant to statute, negligence or otherwise.

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

12. **LIMITATION ON LIABILITY.** IN NO EVENT SHALL THE LIABILITY OF SELLER TO BUYER, WHETHER BASED IN CONTRACT, IN TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE OF THE PRODUCT SOLD TO BUYER IN THE PRIOR SIX (6) MONTHS WITH RESPECT TO WHICH SELLER'S LIABILITY IS CLAIMED, AND IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL

DAMAGES OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISE IN CONNECTION WITH THE PRODUCT OR IN CONNECTION WITH EITHER SELLER'S FAILURE TO DELIVER OR ITS LATE DELIVERY OF THE PRODUCT (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCT AND LOSS OF PROFITS) EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyer acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies available to Buyer at law or in equity.

13. **Inspections and Shortages.** Buyer shall inspect all Products supplied hereunder immediately after delivery. Buyer shall notify Seller in writing of any claims for shortages within forty-eight (48) business hours after delivery to Buyer. Buyer's failure to provide Seller with timely written notice of any claimed shortages shall constitute unqualified acceptance of the quantity of Product delivered pursuant to the applicable Order and a waiver by Buyer of all claims with respect to shortages. Seller shall be given a reasonable opportunity to inspect any shipment claimed by Buyer to contain a shortage. Subject to the other conditions set forth herein, claims for shortages shall only be accepted by Seller if such claimed shortage (i) is in excess of an Allowed Variance permitted under Section 6 above, (ii) is for one-half of one percent (0.5%) or more of the weight, volume or quantity set forth on the bill of lading, and (iii) if, at Seller's discretion, such claimed shortage is verified by Seller, an authorized agent of Seller's carrier, or an independent professional inspector approved by Seller. Notwithstanding the foregoing, in the event of an accepted claim for shortage, Seller shall issue a credit to Buyer based on the claimed shortfall, and Seller shall deduct such credit amount from Buyer's next invoice.

14. **Indemnity.** Buyer shall indemnify, defend and hold Seller harmless from and against all liabilities, losses, damages, costs and expenses including, but not limited to, costs and expenses of litigation and reasonable attorneys' fees, which Seller may incur or which Seller may reimburse to a third party as the result of (i) any claim, action or right of action, at law or in equity, arising out of (A) Buyer's non-compliance with or breach of these Terms and Condition and any representation, warranty, or obligation contained herein; (B) in whole or in part, Buyer's use or disposition of any Product in a manner inconsistent with the Product's intended use; (C) any injury (including death) to any person or damage to any property occurring as a result of, or caused in whole or in part by, acts or omissions of Buyer or its agents, officers, directors, employees, any subcontractor or its employees, or any person, firm or corporation employed or engaged by Buyer; (D) Buyer's (or any third party's) processing, transportation, delivery, unloading, discharge, storage, handling, sale, or use of any Product (or any product containing any Product); (E) Buyer's failure to act in accordance with the information contained in any SDS or other product or safety information provided by Seller; (F) Buyer's violation of any applicable laws or regulations including without limitation Applicable Export Laws or (E) Buyer's use or disposition of any Product in a manner inconsistent with the Product's intended use if such use infringes, or allegedly infringes, upon any patent, copyright, trademark or other intellectual property or proprietary right of any third party; or (ii) any demand of or proceeding brought by any governmental authority to impose countervailing taxes or duties with respect to any Products, whether such demand or proceeding is brought prior to or following the delivery of such Products to Buyer. In no event shall Seller be liable to Buyer for countervailing taxes or duties relating to such Products imposed upon Buyer. Buyer hereby waives and releases Seller from any and all rights of recovery, claims, actions or causes of action which Buyer may have against Seller with respect to those matters which Buyer has agreed to indemnify Seller hereunder.

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

16. **Security.** If at any time the financial responsibility of Buyer, or the credit risk involved, shall become unsatisfactory to Seller in Seller's sole discretion, Seller shall have the option to require Buyer to provide cash or security in the form and amount that is reasonably satisfactory to Seller prior to subsequent shipments or deliveries hereunder. The election by Seller to require such cash or security shall not affect the obligation of Buyer to take delivery of and pay for the Product.

17. **Changes; Cancellations.** Once accepted by Seller, Buyer shall not be permitted to change, cancel or defer any Order without the express written consent of Seller. If such consent is given by Seller in its sole discretion, Buyer agrees to pay reasonable charges for expenses incurred by Seller or its suppliers related thereto.

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

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