

General Terms and Conditions
3/21/2025

1. **SCOPE OF AGREEMENT.** These terms and conditions together with any product order (collectively, "Agreement") shall apply to all purchases of product ("Product(s)") that Buyer purchases from Seller. Acceptance of any product order by Buyer from Seller shall constitute acceptance of this Agreement regardless of whether Buyer has returned a signed copy of these terms and conditions to Seller. Any proposal for additional or different terms, other than those set forth in Seller's standard Order Confirmation Form, or any other attempt by Buyer to vary in any degree any of the terms and conditions applicable to the sale of Products by Seller to Buyer are hereby objected to and rejected by Seller, and the terms and conditions contained herein shall control. **IF THESE TERMS AND CONDITIONS ARE DEEMED TO BE AN ACCEPTANCE OF AN OFFER OR COUNTER-OFFER BY BUYER, SUCH ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN.** In the event of any conflict between the provisions of any duly executed Order Confirmation Form between Seller and Buyer and these terms and conditions, the provisions of the duly executed Order Confirmation Form shall govern. Seller has the right, in its sole discretion, to reject any Order Confirmation Form that attempts to change the terms of these terms and conditions. If Buyer orders Product from Seller other than by sending such Order Confirmation Form to Seller (e.g., an oral purchase order), Seller may complete an Order Confirmation Form with the order details and fax or email it to Buyer. Such Order Confirmation Form shall be effective upon receipt by Buyer. If no Order Confirmation Form is executed by Seller upon receipt of an oral purchase order, the terms and conditions of this Agreement shall apply to such order. Under no circumstances will an Order Confirmation Form become effective unless signed by Seller. If Buyer and Seller has executed a separate supply agreement ("supply agreement"), the terms and conditions of the supply agreement will prevail in the event of any conflict between these General Terms and Conditions and the supply agreement. Any references to an Order Confirmation in these General Terms and Conditions shall apply to the supply agreement.
2. **DELIVERY REQUIREMENTS.** Delivery of such products shall be F.O.B. Seller's designated terminal if Buyer is the carrier of the Products, otherwise, if Seller carries the Products on behalf of Buyer from the rack to Buyer, then delivery shall be F.O.B. Buyer's storage facility (in each case the "Point of Delivery"). Deliveries shall be made at such times within the specified delivery window as may be required by Buyer, provided that reasonable advance notice of each delivery has been given by the Buyer. At the time of giving notice, the Buyer shall give the Seller all necessary delivery instructions. At the time of delivery, the Seller shall prepare and furnish the Buyer with copies of bills of lading, truck delivery tickets, and/or other shipping papers. Without waiving or modifying any of Seller's rights, Seller may provide Buyer with a Letter of Indemnity or Warranty of Title on a temporary basis until such time as any original bills of lading or other shipping documents that Seller is required under this Agreement to provide to Buyer become available. Deliveries into trucks and/or tank cars shall be made within the delivering terminal's usual business hours.
3. **PRODUCT ACCESS.** Where applicable, the Buyer shall agree to the Seller's standard product access agreement ("Product Access Agreement") prior to withdrawal of Product from Seller's account at the loading rack.
4. **TITLE.** Title and risk of loss, including without limitation, risk of damage, deterioration, and/or evaporation, passes from Seller to Buyer at the earliest of: (a) when the Product passes the flange or spout between Seller's delivery line and Buyer's receiving connection or equipment, whether truck, rail car, barge, or other receiving equipment; (b) when received by a common carrier, when accepted by the carrier for shipment; (c) when into storage, as the Product enters the tank; or (d) upon Seller's receipt of payment for stock, book or inventory transfers.
5. **INSPECTION AND MEASUREMENT.**
5.1 Barges/vessels. Inspection for specifications, quality and quantity will be made by a licensed petroleum inspector, the cost shared equally by Seller and Buyer.

5.2 Pipelines. Measurement of quantity delivered by pipeline shall be by pipeline meter ticket (adjusted to 60 degrees Fahrenheit) and shall be conclusive.

5.3 Truck rack. Measurement of quantity delivered into transport trucks/tanks shall be based on terminal meter ticket at terminal (adjusted to 60 degrees Fahrenheit) and shall be conclusive. Quality shall be presumed to be the quality certified under bulk product from which truck delivery is drawn. Buyer may inspect as to quantity and quality. Unless Buyer notifies Seller of any error in quality or quantity in writing within 48 hours of delivery, Seller's determination shall be conclusive. If mutually acceptable third-party inspector determines that Product is materially deficient in quantity or quality, inspection costs will be borne by Seller. In all other cases, inspection costs to be borne by Buyer.

5.4 Truck delivered. Deliveries will be made upon agreement and reasonable advance notice by Buyer to Seller. Transportation costs will be borne by Buyer. All necessary shipping instructions will be furnished by Buyer. If Buyer desires inspection of the Product, Buyer shall make all arrangements and pay all costs. Unless Buyer notifies Seller of any error in quality or quantity in writing within 48 hours of delivery, Seller's determination shall be conclusive.

5.5 Maintenance, Clean-Up and Repair. It is understood and agreed by Seller and Buyer that Buyer is responsible for monitoring the condition of the above and/or underground liquid fuels and storage tanks and associated piping into which Product is delivered, whether or not installed by Seller, and for notifying Seller of any damage to or leakage or other improper escape there from. In no event shall Seller be liable for any indirect, special, incidental or consequential damages (including damages for loss of business profits, business interruption and the like) incurred by Seller or for any environmental liabilities, including clean-up liabilities, imposed upon Buyer by the common law or any law or regulation relating to the protection of the environment, except in the case of proven gross negligence or willful misconduct of Seller or its employees.

6. **IMPORTER/EXPORTER OF RECORD.** The party that is the importer/exporter of record of the Products received and/or delivered, as applicable, agrees to fulfill all requirements applicable to the importer/exporter of record, including but not limited to those of the U.S. Customs and shall pay any applicable import duty or any other applicable fees and fines, penalties or costs. The other party shall provide all information necessary for such importation/exportation in a timely manner.
7. **PAYMENTS.** Buyer will pay Seller in immediately available U.S. dollars on or before the due date for the amount invoiced without deductions, discounts, allowances, counterclaims, or offsets of any kind. Seller's payment terms apply at all times. Payments due on a Saturday will be due previous day. Payments due on a Sunday or holiday, will be due following day. Invoices not paid when due will be considered delinquent. Any delinquent portion of such invoice will be subject to a late charge equal to the lesser of one and one half percent (1 1/2%) per month or the maximum amount allowed by law. The pricing of the Product(s) sold hereunder shall be for all purposes conclusively deemed to be the correct pricing as set forth in Seller's invoice to Buyer unless within 48 hours after Buyer's receipt of such invoice, Buyer notifies Seller of such pricing dispute, with written notice of such dispute delivered to Seller within 48 hours of such receipt of the invoice. The notice of a dispute in pricing does not relieve Buyer of its obligation to pay the purchase price in accordance with this Section 7.
8. **CREDIT.** Seller will impose credit limit on Buyer in Seller's sole discretion. Seller reserves the right at any time to withdraw or adjust credit limit. If required by Seller, Buyer will provide security in form and amount acceptable to Seller no later than three (3) business days prior to next delivery date. If such security is requested by Seller and not provided by Buyer, Seller shall have the right to terminate any and all performance obligations it has pursuant to these terms and conditions and any orders made pursuant hereto.
9. **TAXES.** Anything to the contrary herein notwithstanding, any increase in the Seller's cost of supplying the Product caused by any law, regulation, tax, tariff, surcharge or other third party pricing

change or otherwise, imposed on or paid by Seller in the provision of the Product hereunder will be added to the price paid by Buyer for the Product under this Agreement, and paid by Buyer in accordance with this Agreement. All taxes, duties, tariffs, fees, dues or other charges (collectively "Taxes") imposed or assessed by any federal, state, county, local or applicable country's government or agency with respect to or measured by the Product or the manufacture, transportation, storage, delivery, sale, receipt, exchange, inspection, or use of the Product will be for Buyer's account. Buyer represents that it possesses all licenses, permits or similar authorizations (including any licenses, permits or authorizations related to Taxes) relating to the importation, distribution or exportation of Products as may be required in order to complete the subject transaction in accordance with this Agreement in the state in which title to the Product is to pass from Seller to Buyer and/or the state of final destination. To the extent Seller is required by applicable law or otherwise to pay or remit Taxes on behalf of Buyer or Seller otherwise pays or has paid Taxes for which Buyer is liable or otherwise responsible for hereunder, Buyer shall reimburse Seller to the extent Seller pays or has paid any such Taxes (and such reimbursement shall be grossed up as necessary to return to Seller, after payment of any Taxes thereon, the amount actually paid by Seller). If any ad valorem, personal property or similar taxes are assessed against Product sold hereunder, Buyer shall be responsible for all administrative compliance and payment of such Taxes. Buyer shall reimburse for and indemnify and hold Seller harmless from and against all Taxes paid or incurred by Seller, together with all penalties and interest thereon and Buyer's reimbursement and indemnity obligation includes any Taxes that Seller is assessed due to subsequent discovery of taxability or under audit by any taxing authority. Upon receipt of invoice, Buyer shall reimburse Seller for any such Taxes required to be collected or paid and/or any assessments resulting from any audit by any taxing authority. If Buyer is exempt from any Taxes, Buyer must provide Seller with proper exemption certificate prior to lifting any Product; and to the extent proper exemption certificates are not provided and maintained and/or to the extent such exemption is revoked, denied or otherwise the subject of any audit or any other applicable taxing authority action, . Buyer shall be responsible for the payment of any such exempted Taxes, together with any applicable interest or penalties and any consequential costs or fees imposed upon Seller as a result of such failure to provide proper exemption certificates, revocation thereof or applicable taxing authority action.

10. **DEMURRAGE.** With respect to truck, barge or vessel deliveries, Buyer shall be responsible for all demurrage charges and costs incurred by delay at the place of delivery.
11. **FORCE MAJEURE.** Excluding payment obligations hereunder, neither party will be responsible for damages caused by delay or failure to perform in whole or in part hereunder, if such delay or failure is attributable to storms, floods, and other acts of God, pandemics, war, hostilities, sabotage, extreme heat or cold, strikes, differences with workers, lockouts, riots, civil disorders, explosions, fires, compliance with requests of, rules or regulations of any governmental authority, all of which will be considered events of force majeure. It is understood and agreed that the settlement of strikes, lockouts, or differences with workers will be entirely within the discretion of the party having the difficulty. Each party will be relieved from liability for failure to perform hereunder for the time and to the extent such failure is occasioned by an event of force majeure. Such party will in all cases give reasonable notice in writing to the other of an event of force majeure, and make all reasonable efforts to restore performance under this Agreement. Seller shall not be required to make up deliveries omitted on account of any such cause or causes.
12. **CLAIMS.** Any controversy or claim regarding the quality or quantity of Product is time-barred unless Buyer submits written notice thereof to Seller within 48 hours of delivery of Product. No legal action by either party against the other hereunder may be brought more than one year from the date on which the claim accrued under applicable law.
13. **ASSIGNMENT.** Buyer may not transfer or assign any of its rights or obligations hereunder, in whole or in part, without the express prior written consent of the Seller. Buyer acknowledges that this Agreement may be collaterally assigned by Seller to one of Seller's banks and upon receipt of written notice from such bank all rights and obligations of Seller shall be assigned to any designee of such bank, provided that such designee's creditworthiness is at least equal to Seller's. Seller may assign



its rights and obligations hereunder to any successor in interest to all or substantially all of the assets and business of the Seller, without the prior consent or approval of the Buyer.

14. **ALLOCATION OF SUPPLY.** Buyer and Seller acknowledge that volumes available for sale by Seller may be restricted from time to time due to circumstances beyond Seller's control. In the event of any curtailment, shortage or cessation in Seller's existing or contemplated supply of certain Products to be sold to Buyer, or in the raw materials used to manufacture such products, irrespective of cause or foreseeability of such curtailment, shortage or cessation and in the event of Seller's inability to comply with any or all of its obligations to Buyer or any third parties, Seller, at its sole discretion, but in a fair and commercially reasonable manner, may withhold, suspend or reduce sales resulting therefrom. Seller will not be obligated to purchase the Products in the open or spot market or to supplement Seller's existing or contemplated supply of such Products in order to invoke this clause.
15. **TRADEMARK.** Unless prior written consent is received from Seller, Buyer is not permitted to use the name of, or any trademarks of, Seller or any of Seller's suppliers.
16. **HAZARDOUS SUBSTANCES.** The material used to produce certain Seller's Product covered hereunder is crude oil, containing, or which may be found to contain, substances hazardous to the health and safety of persons and property. Buyer acknowledges it has complete knowledge of the hazards of the Product purchased hereunder and that it will undertake and assume full responsibility to maintain, observe, and communicate adequately to Buyer's agents, employees, customer and contractors all necessary information for the safe handling and use of said Product including but not limited to all health and safety warnings, procedures, standards, rules and regulations supplied to Buyer by any governmental authority or by Seller.
17. **WAIVER.** No amendment or waiver of any provision of this Agreement, nor consent to any departure by either party therefrom, shall be effective unless the same is in writing and signed by the party to be charged with such amendment, waiver or consent. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such party's right to enforce such or any other provision in the future.
18. **WARRANTY.** The Seller warrants (a) that the Product conforms, in all material respects, to the Product specifications set forth in the written confirmation, (b) that the Seller has free and clear title to the Product delivered under this Agreement, and (c) that such Product shall be delivered free from lawful security interests, liens, taxes and encumbrances. Except as set forth above, SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OF PRODUCT OR OTHERWISE AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, REGARDLESS OF NEGLIGENCE (GROSS OR OTHERWISE) OR OTHER ACTS OR OMISSIONS OF SELLER, SHALL SELLER BE LIABLE FOR PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES. There are no Seller warranties that extend beyond the express warranties set forth above or any additional express Seller warranties as agreed upon in an Order Confirmation Form.
19. **LIMITATION OF LIABILITY; PAYMENTS TO SELLER.**
 - 19.1 THE ENTIRE LIABILITY OF SELLER TO BUYER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIMS OR ACTIONS OR OMISSIONS ARISING HEREUNDER SHALL NOT EXCEED THE PAYMENTS DUE TO SELLER FROM BUYER PURSUANT TO THE APPLICABLE ORDER CONFIRMATION OR OTHER APPLICABLE PURCHASE ORDER TO WHICH THE CLAIM RELATES. IN NO EVENT, REGARDLESS OF NEGLIGENCE (GROSS OR OTHERWISE) OR OTHER ACTS OR OMISSIONS OF SELLER, WILL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OR DAMAGE TO REPUTATION OR OTHER PECUNIARY LOSS) ARISING HEREUNDER EVEN IF SELLER HAS BEEN ADVISED OF THE



POSSIBILITY OF SUCH LOSSES OR DAMAGES AND WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

19.2 In the event Buyer fails to purchase or accept the Product in quantities as specified in the applicable Order Confirmation Form or other purchase order, without rightfully rejecting or canceling such order, the Buyer shall, in addition to any other payment due to Seller or any other remedy available to Seller, pay to Seller as lost profits the product of (a) \$.05 times (b) the number of gallons of Product required to be purchased by Buyer from Seller pursuant to the applicable purchase order. In addition to the above payments, if Seller has purchased, or is required by contract to purchase, Product in contemplation of selling it to Buyer and Seller is unable to sell all of the Products to another purchaser for at least Seller's cost, Buyer shall pay to Seller the sum of: (i) the product of (w) the number of gallons remaining unsold times (x) Seller's weighted average cost of those gallons plus (ii) the product of (y) the number of gallons sold at less than Seller's cost times (z) the difference between (a) Seller's weighted average cost of those gallons sold and (b) the price at which those gallons were sold.

20. SAFETY REQUIREMENTS. Each party agrees that its agents, representatives, and employees will comply with all applicable safety regulations of the other's facilities when such agents, representatives, or employees are upon the facilities of the other in connection with the performance of any agreement between the parties.

21. COMPLIANCE WITH LAWS AND REGULATIONS.

21.1 Each party shall be responsible and liable for and agrees to indemnify and hold the other party harmless from and against all costs, expenses, losses, claims, damages, assessments (including without limitation professional fees, penalties and interest), causes of action, judgments, fines, settlements, penalties and liabilities (joint and several), without regard to amount, arising out of, caused by, or resulting from the indemnifying party's failure to comply, or indemnifying party's Products failure to comply, with all applicable federal, state, and local laws, ordinances, orders, rules and regulations.

21.2 Buyer recognizes that it is handling hazardous substances and agrees that in receiving, storing, handling, offering for sale, selling, delivering for use, exchanging in trade or using itself Products purchased from Seller, Buyer will in all respects exercise the strictest care required by law and industry practice, including all applicable Federal, State and local laws, ordinances, as exist now or hereinafter come into force, including, but not limited to, those governing dispensing equipment, the use and labeling of product containers, the use, maintenance and labeling of storage tanks, the prevention of spills, leaks, venting or other improper escape from product containers or storage tanks, and the method of cleanup or disposal of product which has leaked, spilled, vented or otherwise improperly escaped from containers or storage tanks. Buyer understands and acknowledges any and all applicable Federal, State and/or local laws, regulations or ordinances related to the prevention of pollution from storage tanks or the taking of corrective action therefore. BUYER WILL DEFEND, INDEMNIFY AND HOLD SELLER, ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, ATTORNEYS' FEES AND INTEREST ARISING OUT OF BUYER'S FAILURE TO COMPLY WITH THIS SUBPARAGRAPH, and such failure by Buyer shall entitle Seller to cancel any outstanding Order Confirmation Form or purchase order or other agreement as it applies to the Product(s) affected by such failure or other Products which require the same standard of care. Seller will in all respects exercise the strictest care required by law and will comply with any and all of its applicable safety procedures as well as applicable Federal, State and Local laws.

21.3 In the event that the Products to be sold hereunder include any petroleum product, Seller represents that it has provided, or will provide Buyer with an appropriate material safety data sheet, labels and any updated information for said Product in accordance with the applicable requirements of the Occupational Safety and Health Administration. Seller and Buyer shall maintain compliance with all safety and health related governmental requirements concerning said Product. Buyer represents that it is in compliance with all federal, state and local regulatory requirements in connection with the purchase of the Product under this Agreement and has obtained all applicable licenses.

21.4 Ethanol delivered under this Agreement may be eligible to generate, or required to generate, regulatory attributes called Renewable Identification Numbers ("RINs") under the Renewable Fuel Standard program (the "RFS2 Rule") administered by the US Environmental Protection Agency ("EPA"). RINs that are required by law or regulation to be conveyed with Ethanol in connection with the sale to Buyer, or which are specified as conveyed to Buyer in the Order Confirmation Form or supply agreement shall be considered to be included in the conveyance of Ethanol under this Agreement,

21.5 Seller and Buyer shall register at their own expense with EPA or other administrative entity as necessary to fulfill each of their responsibilities under this Agreement. Seller shall register the production of Ethanol in a manner required by the RFS2 Rule and other EPA requirements, so as to permit transfer of RINs to Buyer or third parties. Seller and Buyer will cooperate with one another to permit the registration, transfer, management and reporting of RINs and otherwise comply with the requirements of the RFS2 Rule efficiently and with the lowest overall administrative costs practicable.

21.6 Buyer shall be responsible for and shall create on behalf of Seller, for submission by Seller, all necessary and required reports for purposes of compliance with the RFS2 Rule with respect to any RINs conveyed to Buyer with respect to Ethanol delivered to Buyer by Seller under this Agreement, including specific transaction reports, periodic compliance and progress reports, and pathway demonstrations (the "Transaction Reports"). The Transaction Reports include any periodic reports required to be submitted by Seller or Buyer. Seller shall provide all information about transactions relating to optional RINs retained or sold to third parties at least thirty (30) days prior to the deadline for submitting such Transaction Reports. The Transaction Reports shall be provided to Seller by Buyer at least ten (10) days prior to any applicable submission deadline.

22. INDEMNIFICATION. Buyer shall defend, indemnify, and hold Seller, its agents and employees, harmless against all claims, penalties, demands, causes of action, or other loss or liability (including reasonable attorneys' fees and legal expenses) ("Claims") arising out of any administrative or judicial action or any injury or death of persons or damage or loss to property or natural resources (including, but not limited to, that arising from storage tank leaks or spills, waste disposal, or air emissions) caused by or happening in connection with Buyer's performance or failure to perform under this Agreement, including but not limited to, Buyer's loading, transportation, unloading, storage, handling, sale, or use of the Products sold hereunder, provided, however, such defense, indemnification, and hold harmless obligations shall not apply to claims for loss, damage, injury or death: (A) to the extent Buyer proves them to have been caused by Seller's gross negligence or willful misconduct, or (B) when directly caused by defects in Product sold by Seller hereunder not caused or contributed to by any act or omission of Buyer or Buyer's employees or agents. Seller shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of Seller's selection. Buyer's and Seller's obligations hereunder shall survive any termination of this Agreement.

23. INSURANCE. Buyer shall, at its sole expense, maintain the following insurance on its own behalf with insurance companies with an A.M. Best Rating of A- (Excellent); VII or Higher and furnish to the Seller Certificates of Insurance evidencing same.

- A. Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage including Employers Liability Coverage. Policy shall include Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law, naming Seller.
- B. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Broad Form Property Damage). Occurrence Form with the following limits: General Aggregate: \$2,000,000; Products/Completed Operations Aggregate: \$1,000,000; Each Occurrence: \$1,000,000; Personal and Advertising Injury: \$1,000,000. Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment. Contractual Liability (including Liability for Employee Injury assumed under a Contract) provided by the Standard ISO Policy Form CG 00 01. Policy does NOT include the restrictive Endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for the Seller's Sole Negligence which has been assumed by Contract.
- C. Automobile Liability: Coverage to include: (1) All Owned, Hired and Non-Owned Vehicles (Any Auto); (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract), (3) Pollution Liability Endorsement CA9948; and (4) MCS-90 Endorsement. Per Accident Combined Single Limit must be at least \$1,000,000.
- D. Commercial Umbrella Liability with a Per Occurrence Limit of \$5,000,000 and Aggregate Limit (where applicable) of \$5,000,000. Policy to apply excess of the Commercial General Liability (following form Per Project Aggregate Limit), Commercial Automobile Liability and Employers Liability Coverages.
- E. Pollution Legal Liability Coverage covering losses caused by Pollution Conditions that arise from the operations described under the scope of this Contract with Per Claim/Aggregate Limit of \$1,000,000/\$1,000,000.

Seller, (including their agents, employees, representatives, officers, directors, stockholders, members and managers) shall be included / added as ADDITIONAL INSUREDS on all liability policies, even for claims regarding their sole negligence. The coverage offered to the ADDITIONAL INSUREDS on Buyer's liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSUREDS and shall not permit or require such other coverage to contribute to the payment of any loss. In addition, the ADDITIONAL INSUREDS shall also be provided the same Completed Operations Coverage detailed under the Commercial General Liability Coverage Requirements. Buyer agrees, for the purpose of additional insured coverage only, that the Work is being performed for all ADDITIONAL INSUREDS identified above and that this Agreement is an agreement between Buyer and all ADDITIONAL INSUREDS to provide additional insured coverage. It is agreed the Buyer's insurance will not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to Seller. The foregoing are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of Buyer. If Seller determines that the amounts set forth above do not conform to standard industry practice, Buyer agrees to increase the amounts of insurance to conform to standard industry practice. The Buyer waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against Seller and any of their agents and employees for loss or damage covered by any of the insurance maintained by the Buyer pursuant to this Agreement. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Buyer. The carrying of insurance described shall in no way be interpreted as relieving the Buyer of any responsibility or liability under the contract. The Buyer shall file Certificates of Insurance with Seller showing the policies, limits, and coverages required under these provisions. Such Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to Guttman Energy, Inc., 200 Spears Street, Belle Vernon, PA 15012. Buyer's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a



Certificate of Insurance, Seller's acceptance of, or failure to object to, a Certificate of Insurance showing coverage varying from these requirements.

- 24. AUDITS.** To verify Buyer's compliance with this Agreement and any applicable Order Confirmation Form, purchase order or other agreement between Buyer and Seller to which this Agreement is applicable, Seller may, at its sole expense, audit Buyer's records, including but not limited to all books, documents, bills of lading, and inventory records, that may have an effect on or be related to this Agreement. All audits will be conducted in accordance with professional auditing standards and during normal business hours.
- 25. NOTICES.** Unless otherwise required under this Agreement, notices permitted or required to be given will be deemed sufficient if given by facsimile, mail, or courier service, addressed to the individuals specified below, or to such other individuals as the respective parties may designate by notice from time to time. Notices so given will be effective upon receipt by the party to which the notice is given. All notices to Seller hereunder must be in writing and delivered to the address listed below and are ineffective until actually received at specified location:
- | | |
|--|--|
| SELLER: Guttman Energy, Inc.
200 Speers Street
Belle Vernon, PA 15012
Attention: Contract Administrator
PHONE: 724-483-3533 | BUYER: Company

Attention:
PHONE: |
|--|--|
- 26. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. The parties agree to submit to the personal jurisdiction of any court of competent jurisdiction sitting in Allegheny County in the Commonwealth of Pennsylvania, and to waive any objection based on inconvenient forum.
- 27. ENTIRE AGREEMENT.** No statement or agreement, oral or written, made prior to or at the signing of this Agreement, shall vary or modify the written terms thereof, and, except as expressly provided herein, neither party shall claim any amendment to, modification of, or release from any provision by mutual agreement unless such agreement is in writing, signed by the other party or its authorized agent and specifically states that it is an amendment to, modification of, or release from this Agreement. This Agreement, together with the Order Confirmation Form, any applicable purchase order, and any other agreement to which this Agreement is incorporated by reference shall be the entire agreement of the parties.
- 28. REVISIONS.** Buyer acknowledges and agrees that Seller may from time to time revise these General Terms and Conditions. Any such revisions shall take effect immediately upon actual receipt by Buyer, but only with respect to transactions entered into after such receipt.
- 29. TIME OF THE ESSENCE.** Time shall be of the essence in all contracts, unless a duly executed written agreement expressly states otherwise.
- 30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument. The reproduction of signatures upon execution of this Agreement by means of facsimile shall be treated as though such reproductions are executed originals.
- 31. CONFIRMATION.** Certain Product contracts offered require the use of hedges. In all instances where a hedge is instituted, a confirmation of an oral agreement will be sent by fax or email by Seller to the counter-party and shall be binding on both parties.
- 32. CARBON OFFSET PROGRAM.** If Buyer has agreed to participate in Seller's carbon offset program, Buyer agrees to pay the additional amount specified in the written Confirmation for Carbon Offsets in exchange for Seller providing a carbon neutral Carbon Offset for the CO₂ generated by the specified Products purchased from Seller during the Term specified in such Confirmation; additional terms and conditions may apply as set forth in such Confirmation. The carbon offsets offered under Seller's carbon offset program shall be registered and verified with one of the following registries or another



reputable registry: Verified Carbon Standard (VCS), Gold Standard, American Carbon Registry (ACR), CSA Group (GHG Clean Projects Registry), Climate Action Reserve (CAR) and Clean Development Mechanism (CDM).

[signature page to follow]



GUTTMAN ENERGY

Guttman Energy, Inc.

Signature: _____

Printed Name: _____

Title: _____

Company

Signature: _____

Printed Name: _____

Title: _____