

**CALUMET
GENERAL TERMS AND CONDITIONS OF SALE**

Finished & Packaged Products

http://www.calumetspecialty.com/terms_of_sale/finished_products

ARTICLE 1. DEFINITIONS

The term "Contract" means the written purchase order, contract or agreement relating to a sale of Products or services from the Seller to Buyer. The term "Seller" means Calumet Lubricants Co., Limited Partnership, or its subsidiary(ies) or affiliate(s) providing the Products or services under the Contract. The term "Buyer" means any individual, corporation or other entity who is to purchase the Products or services pursuant to the Contract. The term "Products" means Finished Goods sold by Seller and purchased by Buyer under the Contract. The term "Finished Goods" means Products that are sold by Seller in a packaged form, including bottled, drummed and toled lubricants and other products. Finished Goods do not include Products sold in bulk, including bulk lubricants and solvents. The sale of Products other than Finished Goods are governed by the applicable General Terms and Conditions of Sale located at: http://www.calumetspecialty.com/terms_of_sale/. The term "Parties" means the Buyer and Seller.

ARTICLE 2. CONTRACT CANCELLATION, AMENDMENT

Once Seller has issued a confirmation of an order, the applicable Contract is not cancelable or able to be amended by Buyer without prior approval from Seller. In the event Seller approves the cancellation or amendment of a Contract, Seller may charge Buyer a fee for the cancellation or amendment.

ARTICLE 3. PRICE ADJUSTMENTS

Product pricing, freight charges (where applicable) and taxes (where applicable) will be invoiced based on current rates as of the date of shipment of the Product, and that pricing will supersede any pricing set forth in the Contract.

ARTICLE 4. TAXES

Any tax, excise or governmental charge imposed upon the value added to or the production, sale, storage, use or transportation of any Product sold under the Contract, or imposed upon crude oil or any other raw materials from which such Products are made, which Seller may be required to pay, shall be paid by Buyer to Seller if not expressly included in the purchase price for the Product. Buyer shall provide Seller, upon request, with properly completed exemption certificates for any tax from which Buyer claims exemption for which Buyer will indemnify Seller for any inaccuracy therein. Seller may terminate this Contract on thirty (30) days written notice if prevented from passing through to Buyer any tax or charge, whether or not of the same class or kind listed above. If Buyer fails to provide the appropriate exemption certificate, Buyer will remain liable for any such taxes.

ARTICLE 5. CREDIT; PAYMENT; SECURITY

If credit is extended, Seller at any time may revoke credit or modify the terms and conditions of future extensions of credit. Buyer agrees to pay all invoices within the stated terms and agrees to all terms contained in invoices supplied by Seller as may be amended from time to time. In the event payment is not timely made, Buyer also agrees to pay a time-price difference charge (service charge) of the lesser of 1½% per month (18% per annum) or the maximum lawful rate on all overdue amounts commencing the day after the due date, and to pay all collection costs incurred by Seller in enforcement of the terms and conditions of the Contract, including court costs, actual reasonable attorney's fees and collection agency fees, within the standards of the industry, but not less than 25% of the unpaid amount of principal plus any accumulated service charge, all without relief from valuation and appraisal laws. In addition, in the event Buyer fails to make timely payment, any or all future shipments of Product by Seller to Buyer may be withheld by Seller without waiving any right, power, remedy, or privilege of Seller. Buyer will also be responsible for any charges applied because of any check, debit or electronic transfer not honored.

To secure the full and timely payment and performance of all obligations and indebtedness of Buyer to Seller, Buyer further grants to Seller a security interest in Buyer's equipment, contract rights, inventories, receivables and proceeds of sales as collateral to secure the Buyer's performance of all obligations under the Contract. Buyer hereby appoints any employee, agent, or attorney of Seller as Buyer's attorney in fact to endorse and file on behalf of Buyer any UCC 1 form to perfect or record the security interest. Buyer agrees to provide Seller with financial statements upon request. If the financial position of Buyer becomes impaired or unsatisfactory to Seller, advance cash payment or satisfactory additional security shall be given by Buyer upon demand by Seller, and Seller's shipments to Buyer may be withheld until such payment or security is received. Requiring the Buyer to make advance cash payments or to provide additional security does not waive any of Seller's rights, powers remedies or privileges.

Seller shall not be obligated to release its security interest in the Product or any other collateral until all of Buyer's payment obligations to Seller are satisfied in full.

No remedy of Seller against Buyer is intended to be exclusive, but each remedy of Seller shall to the maximum extent allowed by law, be cumulative and in addition to any other remedy referred to herein or otherwise available to Seller. The exercise or beginning to exercise by Seller of any one or more remedies shall not preclude the simultaneous or later exercise by Seller of other remedies. All remedies of Seller shall, to the maximum extent allowed by law, survive any and all terminations of any agreements between Seller and Buyer. To the maximum extent allowed by law, no delay or failure on the part of Seller in exercising any right, remedy, power, or privilege of Seller shall operate as a waiver thereof. To the maximum extent allowed by law, any security granted by Buyer to Seller is intended to be a purchase money security interest.

ARTICLE 6. TITLE; RISK OF LOSS

Title to the Product and risk of loss shall pass to Buyer EXW Seller's facility, unless otherwise specified in writing by Seller. If Seller is to pay freight, selection of carrier and routing of shipments shall be at Seller's option and shipping shall be CPT the destination designated by Buyer, unless otherwise specified in writing by Seller.

ARTICLE 7. LIMITED WARRANTY

SELLER WARRANTS THAT THE PRODUCTS SOLD HEREUNDER WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AT THE TIME OF DELIVERY BY SELLER TO BUYER AND WILL CONFORM SELLER'S THEN CURRENT SPECIFICATIONS FOR THE APPLICABLE PRODUCT AT THE TIME OF DELIVERY BY SELLER TO BUYER. IN ADDITION, SELLER WARRANTS THAT SELLER HAS GOOD TITLE TO THE PRODUCTS AT THE TIME OF THE SALE TO BUYER. SELLER MAKES NO REPRESENTATIONS AND NO OTHER WARRANTIES OR CONDITIONS ON THE PERFORMANCE OF THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS CONTRACT OR COMMUNICATION WITH BUYER, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

ARTICLE 8. EXCLUSIVE REMEDY FOR BREACH OF WARRANTY

IF ANY PRODUCT IS DEFECTIVE, BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THAT SELLER, AT SELLER'S OPTION, WILL REPAIR OR REPLACE THE DEFECTIVE PRODUCT OR CREDIT THE PURCHASE PRICE TO BUYER WITHIN THIRTY (30) DAYS AFTER RETURN OF THE DEFECTIVE PRODUCT. EXCLUDED FROM SELLER'S WARRANTY ARE ANY DEFECTS ARISING FROM ACCIDENT, DISASTER, NEGLIGENCE, ABUSE, MISUSE AND IMPROPER HANDLING, TESTING OR STORAGE OF THE PRODUCT.

ARTICLE 9. NO ADDITIONAL WARRANTY TO BE PROVIDED BY BUYER

In the event that Buyer resells the Product, Buyer agrees to not provide any purchaser of a Product with any warranty other than the express written warranty provided by Seller to Buyer. Buyer agrees to indemnify, defend and hold Seller and its officers, directors, employees and agents and its affiliates harmless against any and all liability arising out of or in any way connected with Buyer's failure to comply with its obligations under this Article.

ARTICLE 10. LIMITATION OF LIABILITY

REGARDLESS OF THE CIRCUMSTANCES, SELLER'S TOTAL LIABILITY TO BUYER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, STATUTE, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH SUCH CAUSE AROSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES, PUNITIVES DAMAGES, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER COMMERCIAL LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THE USE, LOSS OF USE, PERFORMANCE OR REPLACEMENT OF THE PRODUCT. Any cause of action that Buyer may have against Seller which may arise under this Contract must be commenced within one (1) year after the cause of action has accrued. The remedies set forth in this Limitation of Liability section and in Article 8 (Exclusive Remedy for Breach of Warranty) are EXCLUSIVE and no other remedy or remedies are available to Buyer. Buyer and Seller agree that the remedies contained herein are adequate remedies.

ARTICLE 11. SAFETY AND HEALTH INDEMNITY

Seller shall furnish to Buyer Material Safety Data Sheets, including warnings and safety and health information concerning the Products sold under this Contract. Buyer agrees to communicate such information to all persons Buyer can reasonably foresee may be exposed to or may handle such Products, including but not limited to Buyer's employees, agents, contractors or customers. If Buyer fails to communicate such warnings and information, Buyer agrees to indemnify, defend and hold Seller and its officers, directors, employees and agents and its affiliates harmless against any and all liability arising out of or in any way connected with such failure; provided however, that if Seller has contributed to such liability, Buyer's indemnity to Seller shall be reduced by the proportion in which Seller contributed.

ARTICLE 12. CARS, TRUCKS AND BARGES

Buyer agrees to unload conveyances furnished by Seller within the free time as follows: trucks within two (2) hours of receipt of conveyance; rail cars within fifteen (15) days of receipt of conveyance and barges within twenty (20) hours of receipt of conveyance, unless otherwise agreed to in writing by the parties. Buyer agrees to pay, upon receipt of invoice, for any demurrage and detention charges related to the use of railroad cars, trucks, and barges beyond the agreed time. Seller reserves the right to charge Buyer for use of rail cars held longer than is specified in writing in the most recent freight notification. Buyer assumes full responsibility for use and condition of cars, trucks, barges while in Buyer's possession and agrees to (a) compensate Seller for loss or damage to Seller's property, and (b) indemnify, defend and hold Seller harmless from any loss or damage to property other than Sellers' and from any injuries to persons while such rail car(s), truck(s) and barge(s) are in Buyer's possession. Buyer further agrees to report to Seller promptly any damage which may be sustained by any car(s), truck(s) or barge(s) in Buyer's possession.

ARTICLE 13. SPECIFICATION CHANGES; PRODUCT DISCONTINUANCE

Seller may at its discretion (a) change or alter the quality or specifications of any of the Products offered, (b) discontinue the manufacture of any such Products, or (c) discontinue the manufacture of any Products at a particular manufacturing or blending facility. If Seller elects at its option to discontinue the manufacturing of any Products at a particular location or blending facility, and Seller is unable to provide comparable Product to Buyer from another facility, then Seller may terminate this sale as to such Product(s) by giving Buyer prior written notice of such termination.

ARTICLE 14. FAILURE IN PERFORMANCE

(a) No liability shall result to either Seller or Buyer from delay in performance or non-performance in whole or in part caused by circumstances reasonably beyond the control of the Party affected, including, but not limited to, acts of God, fire, flood, war, strikes, explosion, breakdown or labor trouble; embargoes or other import or export restrictions; shortage or inability to obtain energy, equipment, transportation, Product deliverable hereunder, crude petroleum or other feedstock from which said Product is derived; or good faith compliance with any regulation, direction or request (whether valid or invalid) made by any governmental authority or person purporting to act therefor.

(b) Regardless of the occurrence or non-occurrence of any of the causes set forth in paragraph (a) above, if for any reason, supplies of any Product deliverable hereunder or of crude petroleum or other feedstock from which such Product is derived from any of Seller's existing sources are curtailed or cutoff or are inadequate to meet Seller's own requirements and its obligations to its customers, Seller's obligation hereunder during such period of curtailment, cessation or inadequacy shall at its option be reduced to the extent necessary in Seller's sole judgment to allocate among Seller's own requirements and its customers (whether under contract or not), such Product as received and as may be available in the ordinary and usual course of Seller's business from any such existing sources of supply at the location(s) from which deliveries hereunder are normally shipped.

(c) Seller shall not be obligated to purchase or otherwise obtain other supplies of such Product, crude petroleum or other feedstock from which such Product is derived to make up inadequate supplies or to replace the supplies so curtailed or cut off. Seller shall not be obligated to make up deliveries omitted or curtailed under this Article 14 and any such deficiencies in deliveries shall be canceled from the Contract with no liability to either Party therefore.

(d) Notwithstanding the above, a force majeure event shall not suspend or excuse the obligation of a party to pay money as and when due hereunder.

ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS, INDEMNITY

Each Party agrees to indemnify, defend and hold harmless the other party, its officers, directors, employees and agents and its affiliates against all losses, claims, causes of action, penalties and liability arising out of the party's failure to comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders.

ARTICLE 16. EXPORT COMPLIANCE

This sale of Product, unless otherwise indicated, constitutes domestic sales within the United States. In the event that Buyer exports Product, Buyer assumes sole responsibility to determine any export license requirements, to obtain any required export license or other official authorization, and to carry out any customs formalities for the export of such

Product and Seller shall be entitled to exercise any and all rights and remedies it may have against Buyer for such breach. Buyer shall be deemed the "U.S. Principal Party in Interest" or "Exporter" for all purposes under applicable law.

ARTICLE 17. BUSINESS STANDARDS

Buyer shall prevent its employees, agents or representatives from making, providing, or offering gifts, entertainment, payments, loans, or other consideration to employees, agents, or representatives of Seller for the purpose of influencing those persons to act contrary to the best interests of Seller. This obligation shall apply to the activities of the employees of Buyer in their relations with the employees of Seller and their families and/or third parties. In addition, upon request, each Party shall make known to the other its current policies on ethics and conflicts of interest and other policies, and shall be expected to conduct its activities in compliance with its own policies.

ARTICLE 18. CONFIDENTIALITY

Buyer agrees to treat as confidential any proprietary or confidential information disclosed to it by Seller, including the contents of the Contract and the pricing of the Product, and except as necessary for the performance thereof, or as required by law, shall make no disclosures with respect to such matters without the express written consent of Seller.

ARTICLE 19. INCOTERMS

A Contract for the sale of Products shall be governed by Incoterms 2010. Provided, however, to the extent the terms set forth in Incoterms 2010 are inconsistent with these General Terms and Conditions of Sale or the terms of the Contract itself, the General Terms and Conditions of Sale or the terms of the Contract shall govern.

ARTICLE 20. AMENDMENT

Seller may change these General Terms and Conditions of Sale at any time by posting the revised General Terms and Conditions of Sale on Seller's website. The revised General Terms and Conditions of Sale shall be effective for the sale of all Products subject to confirmations issued the day following the posting of the revised General Terms and Conditions of Sale on Seller's website and all future sales. Buyer agrees that it is responsible to review the then current General Terms and Conditions of Sale prior to placing an order.

ARTICLE 21. JURISDICTION & DISPUTE RESOLUTION

This Contract, shall be construed and enforced under the laws of the State of Indiana, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract. Depending on whether the sale of Products is either domestic or international, the following jurisdiction and method of dispute resolution shall apply, respectively:

21.1 DOMESTIC SALES

If this Contract involves the domestic sale of Products (that is, the title and risk of loss to the Products transfer to Buyer within the United States), the Parties submit to the exclusive personal jurisdiction of the courts of Marion County, Indiana, in respect of any matter or thing arising out of this Contract or pursuant thereto.

21.2 INTERNATIONAL SALES

If this Contract involves the international sale of Products (that is, the title and risk of loss to the Products transfer to Buyer other than within the United States), this Contract shall be subject to binding arbitration as follows:

- (a) **Arbitration Rules and Governing Law.** The Parties agree that any and all disputes relating to this Contract or its breach shall be settled by arbitration conducted in accordance with the then-current Commercial Rules of the American Arbitration Association (AAA), and judgment upon the award entered by the arbitrator shall be conclusive and binding and that any such award shall be enforceable and may be entered in any court having jurisdiction. The arbitrator shall use the substantive and procedural laws of the State of Indiana of the United States of America in construing and interpreting this Contract. The official language of this Contract is English. The applicability of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded from this Contract.
- (b) **Good Faith Effort.** Prior to initiation of arbitration, executive level personnel from Company and Distributor shall engage in in-person, good faith efforts to resolve any dispute. Either Party hereto may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a

written response. The notice and response shall include (i) a statement of the party's concerns and perspectives on the issue(s) in dispute, and (ii) the name and title of the executive who will represent the party at the pre-arbitration, good faith resolution meeting required herein. This meeting must take place within thirty (30) days from the initial notice of any dispute.

- (c) **Location and Service.** Arbitration shall be conducted in Marion County, State of Indiana of the United States of America and the award rendered in United States Dollars. The Parties specifically waive any challenges to the jurisdiction of the arbitrator in the United States. Service of the petition to confirm arbitration and written notice of the time and place of hearing on the petition to confirm the award of the arbitration shall be made in the manner provided for in this Contract for all notices. The Parties further agree and consent to the jurisdiction and venue of a federal court of competent jurisdiction located in the State of Indiana for the resolution of all disputes which are not subject to arbitration, if any.
- (d) **Prevailing Party.** Should one party hereto either dismiss or abandon its claim or counterclaim before hearing of it, the other party shall be deemed the "prevailing party" pursuant to this Contract. Should both parties receive judgment or award on their respective claims, the party in whose favor the larger judgment or award is rendered shall be deemed the "prevailing party" pursuant to this Contract. Costs of arbitration, including attorney's fees incurred in arbitration, as determined by arbitrator, together with attorney's fees incurred by the prevailing party in court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party by the party designated by the arbitrator or court.
- (e) **Selection and Authority.** Arbitration shall be conducted in English and by a single English-speaking arbitrator. The arbitrator shall be selected by agreement of the Parties. In the event the Parties cannot agree, each party shall select one arbitrator, and the two arbitrators so selected shall select a third arbitrator who shall act as arbitrator. The arbitrator may award any remedy allowed herein and/or any remedy allowed in law or at equity.
- (f) **Enforcement of Arbitration Clause.** Any Party who is required to enforce the processes of this arbitration provision shall be entitled to recover attorneys' fees incurred in enforcing the requirements of this provision.
- (g) **Confidentiality.** The Parties shall treat the arbitration process and any results of the arbitration as confidential.

ARTICLE 22. MISCELLANEOUS

This Contract shall not be assigned in whole or in part by Buyer or Seller without the written consent of the other Party, except that Seller may assign its rights and obligations hereunder to any corporation, subsidiary of or affiliated with Seller or any buyer that buys all or substantially all of the assets related to the performance of this Contract. No waiver by either Party of any breach of any of the terms and conditions herein contained shall be construed as a waiver of any succeeding breach of the same or any other term or condition. Except to the extent Buyer and Seller have both signed a separate document governing the sale of Products or provision of the services (including an Open Account Agreement), these General Terms and Conditions of Sale constitute the sole and exclusive agreement between Seller and Buyer for the purpose stated herein. If such a separate agreement signed by both Parties exists and any of these General Terms and Conditions of Sale are inconsistent with the terms of that agreement, the terms of that agreement shall govern. None of the terms set forth in the General Terms and Conditions of Sale may be changed (except as permitted herein) without Seller's signature. Should any provision of the General Terms and Conditions of Sale be determined to be inconsistent with or contrary to applicable law, such provision will be deemed amended or omitted to conform without affecting any other provision or the validity of the General Terms and Conditions of Sale. No modification of this Contract shall be of any force or effect unless such modification is in writing and signed by the Party to be bound thereby; and no modification shall be effected by the acknowledgment or acceptance of purchase order forms containing terms or conditions at variance with those set forth herein.