

**CALUMET SPECIALTY OILS DE MEXICO, S. DE R.L. DE C.V.  
TERMS AND CONDITIONS OF SALE FOR BULK PRODUCTS**

<http://www.calumetspecialty.com/customer-service/terms-of-sale>

- 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 Specialty Oils de Mexico, S. de R.L. de C.V. 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 “Party” means Buyer or Seller individually, while “Parties” refers collectively to the Buyer and Seller. The term “Terms” means these Terms and Conditions of Sale named on the applicable purchase order, confirmation, invoice or other document referencing these “Terms”. The term “Products” means the goods or materials, including any related services, sold by Seller to Buyer delivered in bulk under the Contract, including by tanker truck, iso tank container, flexi-bag, tank railcar, barge, and vessel (collectively, the “Bulk Containers”), excluding sales of asphalt products, which are governed by Terms and Conditions of Sale for Asphalt at <http://www.calumetspecialty.com/customer-service/terms-of-sale>.
- 2. ORDERS.** Buyer shall be deemed to have unconditionally and expressly accepted the Terms by issuing a purchase order to Seller. Buyer’s order is accepted by Seller only upon Seller’s issuance of a confirmation. Once Seller has issued a confirmation of a purchase 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.
- 3. ENTIRE AGREEMENT.** Except to the extent both Parties have signed a separate agreement governing the sale of Products, these Terms and Seller’s confirmation constitute the sole and exclusive agreement between the Parties for the sale of Products and supersede all prior and contemporaneous oral and written communications. If such a signed agreement exists and any of these Terms are inconsistent with the terms of that agreement, the terms of that agreement shall govern with respect to the inconsistency. These Terms prevail over any of Buyer’s general terms and conditions of purchase, regardless of whether or when Buyer has submitted its purchase order or such terms.
- 4. PRICING.** Unless otherwise agreed in writing by the Parties, 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.
- 5. 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, 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, or any other requested documentation to Seller’s satisfaction, for any tax from which Buyer claims exemption and Buyer will indemnify Seller for any failure to provide such documentation or any inaccuracy therein. Seller may terminate a 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 or any other requested documentation to Seller’s satisfaction, Buyer will remain liable for all such taxes.
- 6. CREDIT; PAYMENT.** Buyer shall remit payment to Seller in U.S. currency in accordance with the payment term designated in the applicable invoice or Contract, or its equivalent in Mexican pesos in accordance with the official exchange rate published in Mexican Federal Official Gazette. 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 terms stated on such invoice or Contract and agrees to all terms contained in invoices and Contract 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 1 ½ % 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 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. 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 the Parties. 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.

- 7. DELIVERY TERMS; TITLE; RISK OF LOSS.** If a delivery time period is not specified in Buyer's purchase order, Seller will set the delivery schedule for Products to be delivered. Seller may make partial shipments of Products to Buyer without liability or penalty. Each shipment will constitute a separate sale, and Buyer shall pay for the Products shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. Except to the extent otherwise set forth on Seller's confirmation: (i) Products are delivered FCA Seller's shipping point when Buyer arranges transportation of the Products and CPT Buyer's named place of delivery when Seller arranges transportation of the Products, and (ii) title and risk of loss pass to Buyer at the last permanent flange of Seller's facility. For any other delivery term set forth on Seller's confirmation, risk of loss shall pass to Buyer in accordance with the applicable delivery term, with title passing simultaneously. The Contract for the sale of Products is governed by Incoterms 2010, unless Incoterms 2010 conflict with these Terms or the terms of the Contract, in which case the terms of the Contract and these Terms shall control (in that order of precedence).
- 8. SHIPMENTS**
- a. **SELECTION OF CARRIER; DUTIES.** If Seller arranges transportation of Products, the selection of carrier and routing of shipments shall be at Seller's option. In the event Buyer arranges transportation of the Products, Buyer is responsible for ensuring that the carrier's Bulk Container is clean and appropriate for transporting the Product, and Buyer shall be responsible for the acts and omissions of the carrier. Seller reserves the right to reject any Bulk Container that Seller determines is not in proper condition to transport the Product; however, Seller shall not be responsible to inspect, drain, or clean a Bulk Container arranged by Buyer. For shipments by marine vessel, the Seller may require Buyer to enter into a separate marine shipment agreement. If Buyer's carrier takes delivery of Products at Seller's facility, Buyer shall require its carrier to execute Seller's facility access agreement, provide the Certificate(s) of Insurance required therein, and complete any required training. Buyer shall indemnify Seller from any claim or loss arising from its carrier's breach of the facility access agreement and the acts and omissions of the carrier's employees and agents.
- b. **QUANTITIES.** The volume of Product sold to Buyer will be based on measurements taken at the Seller's facility through methods determined by Seller. The results of such measurements, in the absence of fraud or manifest error, are conclusive and binding as to the quantity of Product sold. Seller may supply an excess or deficiency of Product of up to 5% of the quantity ordered, and Buyer agrees to accept and pay for the quantity supplied. Seller shall have the right to allocate goods and raw materials in a fair and reasonable manner among its customers and its own requirements.
- c. **BULK CONTAINERS.** Unless otherwise agreed to in writing by the Parties, Buyer agrees to unload conveyances from Bulk Containers furnished by Seller within the free time as follows: tank trucks, iso tank containers, and flexi-bags within two (2) hours of receipt of conveyance; tank railcars within fifteen (15) days of receipt of conveyance; and barges and vessels within the time specified in Seller's confirmation. Buyer agrees to pay, upon receipt of invoice, for any demurrage and detention charges related to Buyer's use of Bulk Containers beyond the agreed time, unless such demurrage or detention is caused by Seller. Buyer assumes responsibility for use and condition of Bulk Containers while in Buyer's possession and agrees to indemnify, defend and hold Seller harmless from any loss or damage to property and from any injuries to persons while such Bulk Containers are in Buyer's possession. Buyer further agrees to report to Seller promptly any damage which may be sustained by any Bulk Container in Buyer's possession.
- 9. CLAIMS.** Any claim for deficiency in quantity or quality of any Product and/or service shall be conclusively waived unless Buyer, within ten (10) days after delivery of such Product and/or service, gives written notice of such claim to Seller and, where practicable, gives Seller or Seller's agents a reasonable opportunity to inspect such Product and/or service. For any disputes as to quantity, Buyer shall supply Seller with evidence, satisfactory to Seller, supporting Buyer's claim. Quality disputes will be resolved through a testing method reasonably determined by Seller. Any claim of any other kind, not relating to quantity or quality, based on or arising out of any transaction hereunder shall be waived conclusively unless Buyer gives written notice to Seller at its indicated address within thirty (30) days after the event, action, or inaction to which such claim relates. Buyer shall not withhold payment to Seller on any invoice or Contract as a result of any dispute about other delivered or undelivered Products. Buyer

shall not return Products to Seller without Seller's prior approval. Notwithstanding the foregoing, 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.

- 10. LIMITED WARRANTY.** SELLER WARRANTS THAT IT HAS GOOD TITLE TO THE PRODUCTS SOLD HEREUNDER. IN ADDITION, SELLER WARRANTS THAT THE PRODUCTS SOLD HEREUNDER MEET SELLER'S CURRENT SPECIFICATIONS FOR THE PRODUCTS AT THE TIME OF DELIVERY BY SELLER. UPON SELLER'S DELIVERY OF THE PRODUCTS PER THE TERMS OF SECTION 7, ALL WARRANTIES AND SELLER'S OTHER DUTIES WITH RESPECT TO THE PRODUCTS SHALL TERMINATE AND BE CONCLUSIVELY PRESUMED TO HAVE BEEN SATISFIED, ALL LIABILITY HEREUNDER SHALL TERMINATE EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9, AND NO ACTION FOR BREACH OF ANY WARRANTY OR DUTY MAY BE COMMENCED. ANY OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY DISCLAIMED. ANY WARRANTY OR GUARANTEE IS LIMITED TO THE REMEDIES SET FORTH IN SECTION 11.
- 11. LIMITATION OF REMEDIES.** BUYER'S REMEDY FOR DEFECTIVE OR NONCONFORMING PRODUCTS IS LIMITED TO, AT SELLER'S OPTION, REPAIR OR REPLACEMENT BY SELLER WITHOUT ADDITIONAL CHARGE TO BUYER, OR IN LIEU THEREOF, SELLER MAY REFUND THE PURCHASE PRICE UPON BUYER'S RETURN OF THE PRODUCTS AT SELLER'S EXPENSE (SUBJECT TO SELLER'S PRIOR WRITTEN APPROVAL). THE REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND NO OTHER REMEDY OR REMEDIES ARE AVAILABLE TO BUYER. THE PARTIES AGREE THAT THE REMEDIES CONTAINED HEREIN ARE ADEQUATE REMEDIES.
- 12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED HEREIN AND 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. NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS) INCURRED BY THE OTHER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, STATUTE, BREACH OF WARRANTY, OR OTHERWISE; PROVIDED THE FOREGOING SHALL NOT LIMIT THE SCOPE OF A PARTY'S INDEMNIFICATION OBLIGATION HEREUNDER.
- 13. SAFETY AND HEALTH INDEMNITY.** Seller shall furnish to Buyer Safety Data Sheets, including warnings and safety and health information concerning the Products sold under this Contract. Buyer agrees to effectively communicate such information to all persons Buyer can reasonably foresee may be exposed to or may handle such Products, including without limitation, Buyer's employees, agents, contractors, and customers. To the extent Buyer fails to meet this obligation, Buyer agrees to indemnify, defend, and hold Seller and its officers, directors, employees, agents, and affiliates harmless against any and all liability arising out of or in any way connected with such failure.
- 14. 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 production of any such Products, and (c) discontinue the production of any Products at a particular production facility. If specifications for any Products offered are specifically set forth in this Contract, Seller shall give Buyer prior notice of any change. If such change would, in the reasonable opinion of Buyer, materially affect the performance of such Product(s), Buyer may terminate this Contract as to such Product(s) within ten (10) days of the notice's delivery. 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 Seller facility, then Seller may terminate this Contract as to such Product(s) by giving Buyer prior written notice of such termination.
- 15. TECHNICAL INFORMATION.** Any technical advice or assistance furnished by Seller to Buyer with respect to the selection or use of the Products is given and accepted at Buyer's sole risk. Seller shall have no liability whatsoever for the use of or results obtained from such advice or assistance, including if the advice or assistance was negligent.

**16. FAILURE IN PERFORMANCE.** Except for payment due hereunder, either Party shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure arises directly or indirectly from, or is caused by, war, riots, insurrections, fire, explosions, sabotage, strikes and other labor or industrial disturbances, acts of God or the elements, good faith compliance with governmental laws, regulations, or requests (whether valid or invalid), disruption or breakdown of production or transportation facilities, delays of carrier in receiving or delivering feedstock or Products, or by any other cause, whether similar or not, reasonably beyond the control of such Party. Any such failure to perform shall be remedied with all reasonable dispatch, but Seller shall not be required 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 Section and any such deficiencies in deliveries shall be canceled from the Contract with no liability to either Party therefore. Failure to perform due to events of force majeure shall not extend the terms of this Agreement. If any such delay in performance or inability to perform occurs, the party claiming force majeure will provide prompt written notice to the other party explaining the full particulars, the probable impact on the performance of their obligations hereunder, and the expected duration thereof and shall use commercially reasonable efforts to remedy the interruption or delay. Any suspension of performance due to force majeure shall be of no greater scope and no longer duration than is necessitated by the force majeure event. The party claiming force majeure will provide prompt written notice to the other Party of the cessation of the force majeure event.

**17. COMPLIANCE WITH LAWS AND REGULATIONS; EXPORT COMPLIANCE.** Each Party agrees to comply with all applicable federal, state, and local laws, ordinances, regulations, rules and orders; all applicable export control laws; and all applicable anti-corruption laws, which may include but are not limited to, Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1 et seq.), UK Anti-Bribery Act 2010, and the anti-bribery laws in Mexico (collectively the "Laws"). Each Party shall also comply with Seller's Compliance Requirements, available at <http://www.calumetspecialty.com/customer-service/terms-of-sale> (the "Compliance Requirements"). Each Party agrees to indemnify, defend, and hold the other Party, its officers, directors, employees, agents, and affiliates harmless against all losses, claims, causes of action, penalties, and liability arising out of the Party's failure to comply with any Laws or Compliance Requirements. Unless otherwise agreed in writing by the Parties or Seller's confirmation indicates delivery of Product by Seller outside of Mexico, this sale of Product constitutes a domestic sale within Mexico. 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, provide Seller a copy of any such export license, and to carry out any customs formalities for the export of such Product. Buyer shall be deemed the "Principal Party in Interest" or "Exporter" for all purposes under applicable law. For routed transactions, Buyer shall comply with the requirements set forth in the Compliance Requirements as to routed transactions.

**18. BUSINESS STANDARDS.** Each Party 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 the other Party for the purpose of influencing those persons to act contrary to the best interests of the other Party. This obligation shall apply to the activities of the employees of the Party in its relations with the employees of the other Party, 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.

**19. INDEMNIFICATION.** BUYER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS SELLER, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL CLAIMS AND LIABILITY FOR ANY DAMAGE TO PROPERTY OR INJURY TO PERSON OR PERSONS ARISING FROM, OR ALLEGED TO HAVE ARISEN FROM, BUYER'S PURCHASE, USE, SALE, OR DISTRIBUTION OF THE PRODUCTS PURCHASED FROM SELLER. THIS AGREEMENT TO INDEMNIFY, HOLD HARMLESS AND DEFEND APPLIES EVEN IF THE ACT OR OMISSION COMPLAINED OF WAS ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR NEGLIGENCE IN ANY FORM OF THE INDEMNIFIED PARTY.

**20. CONFIDENTIALITY.** Buyer agrees to treat as confidential 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.

**21. AMENDMENT.** Except as permitted herein, none of the provisions set forth in these Terms may be changed without Seller's signature. Seller may update these Terms at any time by posting revised Terms on Seller's

website. Buyer agrees that it is responsible to review the then current Terms prior to placing an order. The revised Terms shall be effective for the sale of all Products subject to confirmations issued the day following the posting of the revised Terms on Seller's website and all future sales. Buyer's failure to give written notice to Seller of its objection within thirty (30) days after the posting of the revised Terms on Seller's website shall be deemed acceptance of the changes.

**22. NOTICES.** All written notices required under this Agreement shall be in writing and addressed to the Parties at the addresses provided by the Parties in the most recent purchase order, as to Buyer, and sales confirmation, as to Seller, unless a Party notifies the other, in writing, of another address to which notices are to be sent. All notices shall be deemed delivered when: (i) personally delivered (ii) upon delivery confirmation if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) upon delivery confirmation if sent by a nationally recognized courier service.

**23. GOVERNING LAW AND FORUM.** This Contract shall be construed and enforced under the applicable laws of Mexico, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The Parties submit to the exclusive personal jurisdiction of the courts of Mexico City, Mexico, in respect of any matter or thing arising out of this Contract or pursuant thereto. 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.

**24. ARBITRATION.** If Buyer is incorporated or organized outside of Mexico, any dispute arising in connection with the Contract which cannot be settled amicably between the Parties shall be finally settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its International Arbitration Rules, 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. Arbitration shall be conducted in English and by a single English-speaking arbitrator, except the arbitration award which must be in both English and Spanish. 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 shall use the applicable Mexican commercial laws in construing and interpreting this Contract. Arbitration shall be conducted in Mexico City, Mexico and the award rendered in United States Dollars. The parties hereto specifically waive any challenges to the jurisdiction of the arbitrator in Mexico. 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 Section 22. The arbitrator may award any remedy allowed herein and/or any remedy allowed in law or at equity. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

**25. MISCELLANEOUS.** Neither Party shall assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of the other Party, except that Seller may assign its rights and delegate its obligations under the Contract to an affiliate, or any entity that acquires all or substantially all of the business or assets related to the performance of this Contract without the prior written consent of the Buyer. 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. Should any provision of the Terms be determined to be inconsistent with or contrary to applicable law, such provision will be deemed amended or omitted to conform with the law without affecting any other provision or the validity of the Terms. These Terms have been prepared in English and Spanish versions. In the event of a discrepancy between the versions, the Spanish version shall prevail.