REFINED PRODUCTS GENERAL TERMS AND CONDITIONS

This document comprises the General Terms and Conditions ("GTCs") for sale of all refined products by World Fuel Services, Inc. or any of its subsidiaries or affiliates ("WFS") to any customer ("Buyer") in the United States, its territories, or pursuant to any Contract (as defined herein). Any written contract, invoice, or document for a sale of refined fuel products shall be referred to herein as a "Contract," into which these GTCs are incorporated by reference or attachment. Such products include, but are not limited to, petroleum lubricant products, gasoline, diesel, diesel exhaust fluid, propane, ethanol, biodiesel, compressed or liquefied natural gas, natural gas liquids, and other refined petroleum products (collectively, the "Products").

1) QUALITY

All Products shall conform to any specifications set forth in a Contract, as applicable.

2) WARRANTY

EXCEPT AS SPECIFICALLY PROVIDED WITHIN A CONTRACT, THERE ARE NO GUARANTEES, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS OR SUITABILITY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. ANY SUCH WARRANTIES IMPLIED BY APPLICABLE LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE.

3) QUANTITY

If any Contract requires quantities of Products to be sold and delivered at one or more locations during each month or other specified delivery period, then such deliveries shall conform to the requirements set forth in such Contract. If any Contract sets forth a range of quantities of Products to be sold and delivered, then the deliveries shall be within the minimum and maximum volumes within such range. Quantities made available by WFS but not purchased by Buyer may not be carried forward without WFS's written consent. Except as may be required by law, WFS has no obligation whatsoever in any month to sell or deliver to Buyer any monthly quantities in excess of a minimum required quantity specifically set forth in any Contract, regardless of whether quantities in excess of such minimum required quantities may have been sold and delivered in any preceding month or months. At any time during the term of any Contract, WFS and Buyer may mutually elect to sell and purchase additional quantities in accordance with and subject to the terms and conditions contained in such Contract, by supplementing the Contract as to such quantities. If Buyer takes a quantity in excess of the quantity specified in any Contract, WFS may, in its sole discretion, charge Buyer the higher of (i) the then current fair market value (in effect at the time of Buyer taking the quantity as determined by WFS in a commercially reasonable manner) or (ii) the price specified in the applicable Contract.

WFS's obligation to sell and deliver Products is subject to modification in accordance with any program governing the allocation of Products by WFS that may be in effect on the date hereof and any allocation program thereafter adopted by WFS or imposed by governmental law or regulation at any time during the term thereof. For the purposes of any such allocation program, the parties expressly agree that, other than the specific terms and quantities contained in a Contract, no supplier/purchaser relationship will be established or is intended to be established.

If any Contract requires Buyer to purchase certain monthly quantities of Product, Buyer shall take ratable

delivery of monthly volumes set forth in such Contract at regular intervals during each month. Should Buyer fail to do so, WFS may, by written notice to Buyer, establish a ratable delivery schedule for Buyer, and Buyer agrees to adhere thereto until such time, if any, that WFS may cancel such delivery schedule. Failure by Buyer to adhere to such delivery schedule as WFS may establish shall constitute a breach of any such Contract.

4) MEASUREMENT

All quantities of Products loaded for Buyer's account shall be measured and determined based upon meter readings at the delivery location, or, if such meters are unavailable, by the applicable calibration tables. Meters and temperature probes shall be calibrated according to applicable API standards or GPA standards, as applicable.

If a Contract specifies that Products are sold on a "net gallon" or "net barrel" basis, then all quantities shall be adjusted to net gallons/ barrels at 60° F, in accordance with ASTM D-1250 Petroleum Measurement Tables or latest revision thereof. A "net barrel" means forty-two (42) US gallons and a "net gallon" means two-hundred-and-thirty-one (231) cubic inches at 60° F. With respect to petroleum lubricant products, a "drum" means fifty-five (55) US gallons.

5) ODORIZATION OF PROPANE

For purchases of odorized propane, Buyer covenants and agrees that (i) it will inspect and test the odorant level in any propane required to be stenched hereunder at the time that Buyer receives the propane, and again when Buyer delivers the product to a third party; (ii) it will monitor, and maintain the odorant in any propane required to be stenched hereunder and will not commingle such propane with unodorized propane or with propane containing odorant in concentrations less than those concentrations mandated by law; and (iii) it recognizes that certain conditions may occur which may render properly odorized propane undetectable, including, but not limited to, the following, and agrees to hold WFS harmless from any damages resulting therefrom:

(a) Odorant may fade over a period of time or if subjected to certain metals or conditions of metal.

(b) Odorant may be absorbed by tanks, piping, soil, masonry or other building materials.

(c) Stratification of odorized propane may occur, thereby changing the intensity of the odorant at different levels.

(d) Some individuals lack a sense of smell or possess a diminished sense of smell.

(e) Individuals with a normal sense of smell may be temporarily prevented from detecting odorant due to certain physical conditions such as allergies, head colds or masking odors.

WFS shall have no further responsibility to ensure that the propane delivered hereunder remains properly odorized after delivery to Buyer.

With respect to purchases of unodorized propane, Buyer covenants and agrees that it will not use such propane for fuel or knowingly resell it for fuel without adding an odorizing agent in conformance with all applicable laws and regulations.

6) UNODORIZED PRODUCTS

WFS has no knowledge of how Buyer, its agents, contractors, employees or customers will handle, store, distribute or use Product to which odorant has not been added ("Unodorized Product") and makes no warranty regarding the odorization of Product after risk of loss and title to or custody pass to Buyer or its transporter. Buyer shall provide its agents, contractors, employees and customers with information regarding the characteristics of Unodorized Product and how those characteristics relate to, or affect the transportation, handling, storage, distribution, resale or use of Unodorized Product. Buyer acknowledges that WFS is not obligated to provide any Product information or warning to Buyer's agents, contractors, employees or customers concerning transportation, handling, storage, distribution, resale or use of Unodorized Product. Each party agrees that it will comply with the statutes, laws, ordinances and regulations of any authority having jurisdiction and with all obligations imposed on such party by law or under this Contract for the transportation, handling, storage, distribution, resale or use of Unodorized Product.

7) SUSTAINABLE FUEL; CARBON OFFSETS.

a. Unless governed by a separate written agreement between the parties hereto, the COFs (as defined below) ordered by Buyer and retired by WFS are governed by this Section 7.

b. The COFs will be set forth as a separate line item on invoices issued to Buyer. As set forth in the applicable confirmation, the COF price, as well as price notification or quote, will be set by WFS in its sole discretion and may differ from the price that WFS paid for the COFs.

c. WFS will certify to Buyer, in writing, the permanent retirement of the COFs ordered by Buyer from WFS. Any certificate issued to Buyer by WFS in that regard is for informational purposes only and will provide the retirement details to the extent received by WFS from the applicable registry.

d. WFS warrants that (i) the COFs ordered by Buyer will be permanently retired in the applicable registry by WFS; and (ii) such COFs have not been sold or transferred to another party by WFS.

e. Except as expressly set forth in Section 7(d), WFS makes no representations, warranties or guaranties whatsoever relating to the COFs. It is expressly understood by Buyer that the COFs to be retired by WFS hereunder are not part of any renewable energy certificate program or any other regulated carbon emission compliance program, and are not part of any renewable portfolio standard or any other local, state, provincial, federal, national or supranational law, rule, regulation or other governance regime for renewable or sustainable energy products.

f. "COFs" mean voluntary emission reduction units or credits issued as part of a carbon offset registry program for the reduction of 1 tonne of CO2 or its equivalent when converted into the applicable units for the sale and purchase of fuel (e.g., gallons of fuel), and may include, in WFS's sole discretion, one or more of the following classes of units or credits: (a) Gold Standard Verified Emission Reduction; (b) Verified Carbon Standard; (c) ISO14064 CDM; or (d) any other class of carbon credits.

8) TITLE AND RISK OF LOSS

(a) Unless otherwise specified in a Contract, ownership, legal title and risk of loss shall pass from WFS to Buyer:

(1) if tank trucks or railcars are used, when Product enters the receiving connection of the unloading hose connected from such tank car or railcar to the delivery tank as specified by Buyer;

(2) if pipelines are used, when Product passes the downstream flange of the meter metering Product for delivery; or

(3) if not covered by the immediately preceding subparagraphs (1) and (2), at the receiving connection of the transportation or receiving equipment provided by Buyer.

(b) After delivery of Product has occurred (and regardless of whether WFS's railcars or tank trucks are utilized), Buyer shall bear all risk of and be solely liable for any loss or damage caused by or attributable to such Product, or for its transportation, care, handling, resale or use, and shall indemnify and hold WFS harmless from and against any third party claims relating thereto.

(c) With respect to collected drummed and/or packaged petroleum lubricant Products, ownership, legal title and risk of loss shall pass from WFS to Buyer upon the loading of such Products onto Buyer's transportation equipment.

9) DEMURRAGE, DIVERSION AND RETURN OF RAILCARS OR TANK TRUCKS

(a) Buyer shall be solely liable for any demurrage charges for delivery by truck or railcar incurred for any reason, except for the direct and sole fault of WFS or its agents, and Buyer shall indemnify and hold WFS harmless from and against any third party claims relating thereto.

(b) If WFS's railcars are utilized for delivery, Buyer shall unload such railcars and return them to the railroad within forty-eight (48) hours following their actual or constructive placement, whichever is earlier, at the destination. Buyer shall pay all demurrage charges assessed on WFS as a result of Buyer retaining the railcar in excess of forty-eight (48) hours. Additionally, Buyer shall pay WFS a detention charge in the amount of $100 USD per railcar per full or fractional day that the railcar is detained in excess of forty-eight (48) hours, unless otherwise specified in writing. Buyer shall not divert any railcars provided by or on behalf of WFS from their original routing without WFS's prior written consent.

(c) Buyer shall cause all railcars provided by or on behalf WFS to be returned to their point of origin or other mutually agreed location, empty of fluid, in a safe condition and in the same condition in which received by Buyer, ordinary wear and tear excepted, and shall pay any charges for Buyer's failure to do so.

10) PAYMENT

(a) Unless otherwise provided in a Contract, all sales shall be on a cash in advance or irrevocable standby letter of credit basis. All letters of credit procured by Buyer in favor of WFS shall be in a form and substance acceptable to WFS and issued only by a bank acceptable to WFS.

(b) Any individual transaction not requiring cash in advance shall require credit approval by WFS, which credit WFS may grant or refuse or any terms or conditions WFS may determine in its sole and absolute discretion. If payment of cash in advance is not required, Buyer shall make payment in full in immediately

available U.S. dollars in any manner as WFS may designate, against WFS's fax or telex commercial invoice on or before the due date, without discount, set-off, or deduction, but in no case more than fifteen (15) days from the date of such delivery of Product to Buyer. Notwithstanding any disputes regarding quality, quantity or other matter, Buyer shall pay the full amount due, and any disputes shall be resolved between Buyer and WFS after such payment has been made. Buyer waives any right to set-off or adjustment against payments due WFS, and all disputes concerning sales or sums due shall thereafter be resolved after payment in full by Buyer pursuant to agreement between the parties or as adjudicated in a court of law. Thereafter, any refund due by WFS will be paid to Buyer.

(c) Past due amounts shall accrue interest at a rate of 2% per month or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional 5% administrative fee. All payments received from Buyer after an invoice is overdue shall first be applied to interest, legal collection costs and administrative fees incurred before they will be applied to any principal amounts. WFS may, in its sole discretion, apply any remaining payments to amounts outstanding and owed by Buyer to WFS in any way WFS sees fit irrespective of the age of the invoice or debt. Buyer may not designate application of funds to a newer invoice so long as there are any unpaid charges, interest, collection costs or administrative fees on a previous one. This shall not be construed, however, as preventing WFS's option to choose application of funds in instances where subsection (h) below shall apply. Any waiver by WFS of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by WFS of its right to impose such charges on subsequent deliveries.

(d) If a payment due date falls on a weekend or any bank holiday in the country where payment is to be remitted other than a Monday, payment must be made on the first prior available banking day. If the payment due date falls on a Monday bank holiday, payment may be made on the next available banking day.

(e) Buyer and WFS are responsible for their respective banking charges.

(f) Buyer agrees to pay, in addition to all other charges mentioned herein, all attorney’s fees, expert fees, costs of collection and other costs incurred by WFS on a full indemnity basis for the collection of any non-payment or underpayment as well as any other charges of any kind incurred by WFS in connection with any collection activity undertaken by WFS.

(g) In addition to the rights and remedies WFS may have under a Contract, WFS shall be immediately entitled to seek legal recourse to secure itself, including but not limited to injunctive and other equitable relief, upon the occurrence of any of the following events: (i) any asset owned or operated by Buyer is seized or attached by WFS or a third party for unpaid debts; or (ii) there is a change in the financial circumstances or structural organization of Buyer sufficient to cause WFS to believe in its sole discretion that its likelihood of receiving payment from the Buyer is jeopardized.

(h) In the event that more than one invoice is past due at the same time, WFS shall be entitled, at its sole discretion, to specify the particular invoice to which any subsequent payments shall be applied.

(i) If, through the action or inaction of Buyer, Buyer’s account with WFS results in a credit position, and through no fault of WFS, WFS is unable to release such funds to Buyer, such credit positions shall be charged a credit balance maintenance fee of 2% per month, or (if less) the highest allowable under applicable law.

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11) FINANCIAL RESPONSIBILITY; ADEQUATE ASSURANCE

If Buyer fails to pay WFS all amounts owed when due, or if WFS, in its sole discretion, at any time and for any reason, should deem the credit or financial responsibility of Buyer to be impaired, unsatisfactory or unacceptable or otherwise has reasonable grounds for insecurity with respect to Buyer's performance hereunder, WFS, at its sole option, may require Buyer to pay cash prior to any future deliveries of Products; or may require Buyer to post an irrevocable standby letter of credit or other security reasonably required by WFS, and WFS may suspend all further deliveries of Products until such security is received. If (a) any requested security is not received within the time reasonably specified by WFS; (b) Buyer fails to provide WFS such other adequate assurance of future performance reasonably requested by WFS; or (c) any past due indebtedness is not paid in full within five (5) days after a written default notice to Buyer, then WFS, without prejudice to its rights set forth in Section 16, may (1) immediately terminate any Contract or suspend its obligations under any Contract, (2) offset and recoup any amounts owing thereunder against any payments or deliveries due Buyer under any other Contract between the parties, and (3) exercise any other remedies allowed under any Contract or pursuant to any applicable law, equity, statute, regulation, or otherwise. Further, Buyer hereby grants to WFS a security interest in Products until the aggregate price set forth in a Contract shall have been fully paid by Buyer. Buyer agrees that a Contract shall be a security agreement as defined in the Uniform Commercial Code as adopted and in effect in the jurisdiction in which Products are located and that Buyer will execute a financing statement at the request of WFS, in order that WFS or its assigns may record its security interest(s).

12) TAXES AND ASSESSMENTS

(a) Unless otherwise specified in any Contract, Buyer shall be responsible for payment of all applicable fees in connection with the provision of services or the sale, purchase, handling, or transportation of the Product. Such fees shall be determined by and applied at WFS's discretion and included within the final invoiced price provided to Buyer. In addition, Buyer shall pay all applicable taxes, assessments, duties, fees or other governmental charges, whether foreign or domestic, including, but not limited to, excise tax, sales tax, use tax, value added tax, goods and services tax, duty, imposts, assessments, fees, tariffs, energy tax, environmental tax, severance tax, or other governmental charges (collectively, the "Taxes") which shall be calculated as of the date and time of each delivery of Product that directly or indirectly, now or hereinafter, may be levied or assessed or otherwise applied or imposed by any government or instrumentality or subdivision thereof, on the sale, purchase, use, transportation, delivery, inspection or handling of Product sold under a Contract, other than Taxes based on WFS's net income. Failure to add such Taxes to any invoice shall not relieve the Buyer from liability therefor. If WFS is required by law to pay any such Taxes, Buyer shall reimburse WFS for all such payments. Any new Taxes, licenses, inspection or other fees (other than income tax) levied after the date of a Contract by any government authority upon the transactions provided in a Contract shall be borne by Buyer, whether paid directly to the government authority or by reimbursement to WFS.

(b) If Buyer intends to claim any applicable exemption for any Taxes, Buyer shall furnish to WFS any and all required documentation, including, but not limited to, licenses, exemption certificates, registrations or other appropriate documentation (collectively, the "Certificates"), in a form and on or before the delivery date required by WFS to satisfy its concerns regarding any exemption for such Taxes. Unless Buyer timely delivers such Certificates to WFS, Buyer shall remain liable for the payment of such Taxes and shall reimburse WFS for any such Taxes paid by WFS. By providing such Certificates to WFS, Buyer represents and warrants that it is legally entitled to all such exemptions, and Buyer shall indemnify, defend and hold

WFS harmless from all liabilities for Taxes, penalties and interest where Buyer is in breach of the foregoing warranty.

13) FORCE MAJEURE

(a) WFS shall not be in breach of nor have any liability for its failure to perform any obligation under a Contract in the event that performance is prevented, hindered or delayed, as a result of any one or more cause beyond the reasonable control of WFS or its supplier ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to:

(i) any act of God;
(ii) fire, accident or explosion;
(iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition;
(iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, cyberattack, or civil commotion;
(v) any hack, electronic intrusion, or other unauthorized access or manipulation of any computer, electronic data, or electronic system;
(vi) any pandemic, epidemic, or quarantine restriction;
(vii) strikes (whether legal or not), labor disturbance, whether involving the employees of WFS, the supplier or otherwise, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group;
(viii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator;
(ix) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused;
(x) shortage in raw material, transportation, manufacturing, or Products from WFS' contemplated source of supply;
(xi) any determination, at WFS' sole discretion, that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which WFS may be subject; or
(xii) any other cause whatsoever beyond the reasonable control of WFS or its physical supplier, whether or not foreseeable.

(b) In the event that performance is prevented, hindered or delayed by such a Force Majeure Event, WFS may reduce deliveries in any manner as it may determine, in its sole and absolute discretion, and shall not be obligated to acquire or purchase additional quantities from other suppliers.

(c) If performance is made more expensive by such a Force Majeure Event, WFS shall have the option either to reduce or stop deliveries, or to continue deliveries and increase prices in fair proportion to the increased cost of operation under such a Force Majeure Event.

(d) WFS shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Buyer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(e) WFS shall not be obligated to make up any delivery shortfalls occurring as a result of any Force

Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of WFS.

(f) If, due to a Force Majeure Event, WFS is unable to supply the total demand for any Product and/or is only able to perform part of its contractual obligations, WFS shall have the right in its sole discretion to allocate its available Product and/or services among its customers, departments, and divisions in such manner as it may so determine in its sole and absolute discretion

14) CLAIMS REGARDING QUANTITY OR QUALITY

(a) ANY CLAIM CONCERNING THE QUANTITY OR QUALITY OF ANY PRODUCT DELIVERED SHALL BE IRREVOCABLY WAIVED UNLESS MADE BY WRITTEN NOTICE, DELIVERED PROMPTLY UPON DISCOVERY OF SUCH DISPUTE, BUT IN NO EVENT LATER THAN FIVE (5) DAYS AFTER THE DELIVERY OF PRODUCT IN ISSUE. IN NO EVENT SHALL WFS OR BUYER BE LIABLE FOR ANY SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (WHETHER SOUNDING IN TORT OR CONTRACT) RESULTING FROM THE SALE OF PRODUCTS UNDER A CONTRACT; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL REDUCE THE RIGHTS AND OBLIGATIONS UNDER THE EXPRESS INDEMNITIES CONTAINED HEREIN. WITH THE EXCEPTION OF ACTIONS FOR COLLECTION OF A DELIVERY INVOICE, ACTIONS TO ENFORCE ANY OTHER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT MUST BE FILED IN A COURT OF COMPETENT JURISDICTION AGAINST THE OTHER PARTY NOT LATER THAN ONE (1) YEAR AFTER THE DATE ON WHICH THE ALLEGED BREACH OF THIS AGREEMENT OCCURRED.

(b) Notwithstanding the above, in the case of any claims regarding Product shipped in railcars: (i) such claims must be greater than +/- 2% variance from the measurement at the point of origin to warrant a claim; (ii) such claims must be verified by an unrelated third party; (iii) such claims must be communicated to WFS before the railcar is unloaded; and (iv) Buyer must receive WFS's authorization prior to unloading the railcar.

15) LIMITATION OF LIABILITY

WFS' LIABILITY FOR ANY CLAIMS, WHETHER ARISING FROM QUALITY, QUANTITY, ACCIDENT, DELAY, SPILL OR ANY OTHER CAUSE EITHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE PRICE OF THAT PORTION OF THE PRODUCTS SOLD ON WHICH LIABILITY IS ASSERTED. FURTHERMORE, WFS SHALL NOT HAVE ANY LIABILITY TO THE BUYER UNDER OR IN CONNECTION WITH ANY CONTRACT FOR: (1) ANY DELAY OR LOSS OF ACTUAL OR ANTICIPATED PROFIT; (2) LOSSES CAUSED BY BUSINESS INTERRUPTION; (3) LOSS OF GOODWILL OR REPUTATION; OR (4) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORSEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF WFS' RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF PRODUCTS.

16) LIQUIDATED DAMAGES

IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES

ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE AND GENUINE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY.

17) INSURANCE

During the term of any applicable Contract, each party shall continuously maintain, at its sole cost and expense, in full force and effect, the following insurance policies: (a) worker's compensation insurance or similar insurance, including all such insurance as may be required by all applicable state and federal worker's compensation laws; (b) employer's liability Insurance with amounts required by law or not less than one million U.S. dollars ($1,000,000) for any one occurrence, whichever is greater; (c) commercial general liability insurance on an "Occurrence Form" with a combined single limit of not less than one million U.S. dollars ($1,000,000) per occurrence; (d) if Buyer uses vehicles to lift or collect Product, auto liability insurance covering all owned, hired, or otherwise operated non-owned vehicles, in the form of a motor Buyer or trucker´s policy and MCS 90 coverage, with minimum coverage of five million U.S. dollars ($5,000,000) per occurrence; and (e) if WFS uses vehicles to deliver Product to Buyer, auto liability insurance covering all owned, hired, or otherwise operated non-owned vehicles including sudden and accidental pollution liability coverage, with minimum coverage of five million U.S. dollars ($5,000,000) per occurrence.

Buyer shall cause the above insurance policies to include WFS, its employees, officers and directors as additional insureds. Buyer shall furnish to WFS the certificates of insurance and additional insureds endorsements and, if further requested, a copy of any of the required insurance policies, including all riders and endorsements; provided, however, neither review nor failure to review such policies shall constitute acquiescence thereto or be deemed to waive or diminish WFS's rights or Buyer's obligations. Buyer shall cause all insurance certificates to contain a statement that the insurance coverage shall not be materially changed or canceled without at least a ten (10) days' prior written notice to WFS. All insurance coverages provided by Buyer shall be with reputable insurers. Buyer's obligations and liabilities hereunder shall not be limited or relieved by Buyer's compliance or noncompliance with these insurance-related provisions. If Buyer utilizes the services of common carriers or other transportation providers or subcontractors to lift or collect Product, Buyer shall ensure that such carriers, providers or subcontractors maintain the same coverages as above.

18) TRIAL BY JURY

EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH A CONTRACT OR THIS AGREEMENT OR THE OPERATIONS CARRIED OUT UNDER A CONTRACT OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY DISPUTE AS TO THE CONSTRUCTION, VALIDITY, INTERPRETATION, ENFORCEABILITY, OR BREACH OF A CONTRACT.

19) DEFAULT AND REMEDIES

(a) The occurrence of any of the following events, without limitation, shall constitute a default under a Contract: (1) Buyer's failure to timely pay for Products delivered in accordance with the terms of any Contract or failure to provide adequate assurance of performance pursuant to Section 9 hereof; (2) failure

by a party to perform its material obligations under a Contract; (3)(i) Buyer becoming or being adjudicated insolvent or bankrupt, or (ii) a receiver or trustee being appointed for Buyer or its property or (iii) judicial approval of a petition for reorganization of Buyer or arrangement under any bankruptcy or insolvency law, or (iv) Buyer making an assignment for the benefit of its creditors, or (v) Buyer filing a voluntary petition in bankruptcy or consenting to the appointment of a receiver or trustee, or having an involuntary bankruptcy petition filed against Buyer, or (vi) Buyer's failure to pay its debts generally when due; (4) any fraud or criminal misconduct by Buyer relevant to Buyer's marketing operations involving Products; (5) Buyer's failure to materially comply with federal, state, or local laws or regulations relevant to such Buyer's purchase, sale, transportation, storage or other handling of Products; or (6) Buyer otherwise ceasing to function as an ongoing business. Upon default by a party, the other party shall have the exclusive right to terminate and liquidate any Contract and any or all other agreements between the parties for the sale of Products or related derivative instruments (collectively, the "Transactions") upon five (5) days' prior written notice of termination along with an itemization of the Losses, if any, of each such Transaction being netted or aggregated to a single liquidated settlement payment that will be due and payable within five (5) business days after the date of liquidation. "Loss" in respect to each Transaction shall be the loss to the liquidating party as a result of the liquidation of that Transaction, including, without limitation, the cost of, and loss incurred by entering into a replacement transaction; the cost of storing or disposing of undelivered Products, and the cost of maintaining, terminating or reestablishing any hedge or related trading positions (and discounted to present value or bearing interest, as appropriate), in each case as determined by the liquidating party in a commercially reasonable manner. After a default, the defaulting party is also responsible for any other costs and expenses (including, without limitation, reasonable attorneys' fees, collection costs and disbursements) incurred by the liquidating party in connection with such default. The foregoing shall not be in limitation of any other remedies that may be available to the liquidating party at law, in equity or otherwise. The parties stipulate and acknowledge that each Contract is a "forward contract" and that each party is a "forward contract merchant" with respect to such Contract, as each term is defined in the U.S. Bankruptcy Code.

(b) If Buyer is the defaulting party hereunder, then, to the extent permitted by applicable law, WFS shall have the right to, without demand or legal process, and Buyer hereby authorizes WFS's agents to, enter into the premises where Products may be found and take possession and remove the same, at Buyer's cost. Buyer specifically waives any claim or right of action for trespass or damages in connection with WFS's exercise of such right. WFS shall have the right to sell, lease or retain such Products in complete or partial satisfaction of any outstanding claim and to retain all prior payments in respect of the purchase price for Products made hereunder. Notwithstanding the taking of possession by WFS of such Products, Buyer shall remain liable for the aggregate price set forth in any Contract together with the expenses of retaking, storage, repairing and reselling of the Products.

(c) All remedies of WFS hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy. No failure on the part of WFS to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by WFS of any right or remedy hereunder preclude any other or further exercise of any partially exercised right or remedy.

(d) Buyer's exclusive remedy for any and all losses or damages resulting from a breach of Section 1 ("Quality") or Section 2 ("Warranty") herein shall be limited to either the return of the purchase price or the replacement of the particular Products for which a claim is made and proved, at WFS's option; provided,

however, that if WFS delivers Products which must be removed from Buyer's facilities due to a failure to meet the minimum standards warranted herein, WFS shall reimburse Buyer for Buyer's reasonable costs of any required removal of such Products from Buyer's facilities and disposal of such Products. WFS shall be entitled to recover the purchase price payable for any quantities delivered to Buyer.

(e) Buyer agrees and acknowledges that in order for WFS to offer the Products to Buyer over the specified delivery period, WFS has entered into or may enter into one or more transactions with third parties, including derivative and/or hedging transactions using financially settled instruments with third parties or physical products purchase and sale transactions with WFS's physical supplier. In the event that Buyer does not purchase the entire quantity of product from WFS as contracted, Seller may suffer losses as a result of exposure under the foregoing transactions including, but not limited to, those transactions entered into in support of fixed forward price contracts between WFS and Buyer. As such, Buyer agrees to purchase and accept delivery of the full quantities contracted, and to do so within the specified delivery period. In the event that Buyer purchases less than the full contracted quantity for any reason, or purchases such quantities outside the specified delivery period(s), regardless of fault or causation, then, without prejudice to WFS's other rights and remedies it may have against Buyer, Buyer shall be liable to WFS for all damages incurred, including those incurred by WFS as a result of having entered into the foregoing transactions or having to enter into any replacement transactions, and any and all costs of maintaining, terminating and/or reestablishing any hedge or related trading positions or transactions (and discounted to present value or bearing interest, as appropriate), in each case as determined by WFS in a commercially reasonable manner, as well as the costs of storing, transporting or disposing of the Product quantities not purchased by Buyer and any related administrative and legal fees. Buyer further acknowledges that WFS shall not be obligated to perform any of WFS's obligations hereunder if there is an event of default or another breach by WFS's physical supplier with respect to WFS's purchase and sale agreement with such physical supplier.

20) FEES AND EXPENSES

Subject to the foregoing terms concerning collection costs in subparagraph (f) of Section 10 ("Payment"), if a party seeks to enforce its rights under a Contract in any court action, litigation or similar proceeding, including, without limitation, actions in equity, the prevailing party may recover from the other Party all reasonable court costs, expenses, and expert's and attorney's fees relating to such court action, litigation or proceeding.

21) INDEMNIFICATION

(a) Buyer agrees to defend, protect, indemnify, and save WFS, its parent, affiliates, and subsidiaries, and their respective officers, directors, employees, contractors, agents, and representatives (the "WFS Group") harmless from and against any and all claims, demands, liabilities, losses, causes of action, fines, penalties, costs and expenses (including reasonable attorney's fees) of every kind and character for personal injury, death, damage to property, violations of law, arising from or related to the Contract or the Product, provided however, that Buyer shall not be obligated to indemnify the WFS Group for any loss, damage, or injury caused solely by the negligence or intentional misconduct of the WFS Group.

(b) Buyer agrees to protect, defend, indemnify and hold harmless the WFS Group from and against all claims, demands, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all cleanup, removal and other remediation costs and services paid for the settlement of claims, attorney fees, consultant and expert fees) arising in connection with or related to the presence of

any hazardous substance, on, in, under, or emanating from any of Buyer's properties or sites. As used herein, hazardous substance means any substance which is toxic, ignitable, reactive, corrosive, radioactive, flammable, explosive or a human health and safety hazard, including, but not limited to, asbestos, petroleum Products, by-Products and waste, polychlorinated biphenyl and substances referred to as hazardous substances, hazardous materials, toxic substances or hazardous waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC 9601, et seq., the Superfund Amendments and Re-authorization Act of 1986, the Resource Conservation and Recovery Act, 42 USC 6901, et seq., the Clean Water Act, 33 USC 1251, et seq., the Toxic Substance Control Act, 15 USC 2601, et seq., and all regulations promulgated pursuant thereto, and any and all other applicable statutes, laws, ordinances, rules and regulations of any state, county or municipality, or quasi-governmental authority, agency, body or exchange.

(c) Buyer recognizes that when loading Product purchased from WFS at any delivery location, Buyer's transportation equipment may be entering the loading premises and loading product pursuant to a "Product Loading Agreement" or "Carrier Access Agreement" (or similar agreement) between WFS and WFS's physical supplier. Buyer acknowledges prior familiarity with any such agreements and, in any event, WFS shall make copies of same available to Buyer upon Buyer's request. In consideration for entering and loading at these premises, Buyer agrees that all provisions of such Product Loading Agreements, including any indemnification provisions, shall also apply back-to-back between WFS and Buyer as if they had entered into such agreement themselves, with WFS taking on the rights and responsibilities of the physical supplier and Buyer taking on the rights and responsibilities of the buyer/customer under such Product Loading Agreement. The indemnification provisions in such Product Loading Agreements shall supersede those listed above to the extent of any inconsistency.

22) SAFETY AND ENVIRONMENTAL PROTECTION

(a) It shall be the sole responsibility of Buyer to comply and advise its personnel, agents and/or customers to comply, both during and after delivery, with all the health and safety requirements applicable to Products and to ensure so far as possible that any user of such Products avoids any frequent or prolonged skin contact with Products. WFS accepts no responsibility for any consequences arising from failure to comply with such health and safety requirements or arising from such contact. Buyer shall protect, indemnify and hold WFS harmless against any claims or liability incurred as a result of Buyer (including its personnel or agents), any user of Products, or Buyer's customers failing to comply with the relevant health and safety requirements.

(b) In the event of a spill or discharge occurring during or after delivery, Buyer shall immediately notify the appropriate governmental authorities and take whatever action is necessary, and pay all costs to effect the clean-up. If Buyer does not take prompt action, as determined by WFS, Buyer authorizes WFS or its agents to conduct such clean-up on behalf of Buyer at Buyer's risk and expense, and Buyer shall indemnify and hold WFS and its agents harmless against any claims or liability arising out of any such spill or clean-up unless such spill or clean-up shall be proven to be wholly and directly caused by WFS's negligence.

23) SAFETY

If requested, WFS may furnish to Buyer Material Safety Data Sheets concerning the health and safety aspects of Products purchased by Buyer, including safety and health warnings required by applicable law. Buyer should not rely upon such data as a complete representation of all potential health and safety risks

associated with Products delivered. Buyer acknowledges that it and its employees, agents and carriers are fully informed concerning the nature and existence of risks posed by transporting, storing, using, handling, and being exposed to gasoline, diesel, propane and other refined petroleum products. Buyer will inform its employees, agents, retail outlets, contractors and customers of such risks. Buyer or its agents entering the terminal where WFS's Products are distributed shall comply with all terminal rules and requirements and all regulations relating to the handling, storage, transportation and distribution of Products and advise and instruct employees and agents about the hazards associated with such Products and the safe and proper methods of handling such Products. Buyer agrees to indemnify the WFS Group for all liabilities (including reasonable attorney's fees) incurred by any member of the WFS Group in connection with any claim brought by Buyer's employees, agents, contractors, carriers or customers alleging injury, illness, disease or other adverse consequence resulting from exposure to or handling of Products.

24) PROHIBITION OF DISCRIMINATION

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

25) ASSIGNMENT

Buyer shall not assign, transfer, delegate or novate any Contract or any right or obligation arising thereunder, in whole or in part, without the prior written consent of WFS. A contract and any amounts due from Buyer may be assigned or pledged at any time by WFS, in its sole discretion, without prior notice to, or consent of, Buyer.

26) LAW AND REGULATIONS

(a) *Compliance with Laws.* Buyer and WFS shall enter into each Contract in reliance upon and shall fully comply with all applicable federal, state, and local laws, rules, regulations, decrees, and/or permits (collectively, the "Regulations"), which directly or indirectly affect Products sold and to be delivered thereunder, or any delivery, transportation handling or storage of Products sold thereunder. Neither party shall cause or allow Products to be contaminated or changed in any manner that shall violate any applicable Regulations. In the event any Contract, or any action or obligation imposed upon a party, shall at any time be in conflict with any requirement of a Regulation, then such Contract, action or obligation so adversely affected shall immediately be deemed modified to conform to the requirements of the applicable Regulation, and all other provisions of the Contract shall remain effective.

(b) *New or Changed Regulations.* If, during the term of any Contract, new Regulations become effective or any existing Regulations are or their interpretations are materially changed, which change is not addressed by another provision of such Contract and has a material adverse economic impact upon a party or any third party transporting, receiving, or delivering Products sold hereunder, either party, acting in good faith, may request renegotiation of the relevant provisions of the Contract with respect to deliveries not yet made. In the event that either party, acting in good faith, is dissatisfied with the results of such negotiations, such party shall have the right to cancel such Contract, by notice of cancellation within thirty (30) days

after the effective date of the change of Regulations, or at any time thereafter if the change in Regulations effectively precludes a party from selling, purchasing, delivering or receiving Products under the Contract terms.

(c) *Anti-Bribery and Corruption, Trade Laws.* Each party represents, warrants and covenants that in connection with this Contract and the business resulting therefrom:

i. It is aware of and shall comply with applicable Anti-Bribery and Corruption Laws including the United States Foreign Corrupt Practices Act of 1977 (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities or other benefits to, any government official or any other person (collectively, the "Anti-Bribery and Corruption Laws").

ii. It is aware of and shall comply with all applicable laws related to sanctions, embargoes, or other trade restrictions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council, or any other applicable authority or regulatory body (collectively, the "Trade Laws").

iii. In the event either Party becomes aware it has breached an obligation in this clause 26 (c), it will promptly notify the other Party, subject to the preservation of legal privilege (if applicable).

iv. Notwithstanding any other clause of any Contract, either Party may terminate this Contract immediately upon written notice to the other Party at any time, if, in its reasonable judgment, the other Party is in breach of Clause 26 (c).

27) WAIVER OF SOVEREIGN IMMUNITY

To the fullest extent permitted by applicable law, Buyer expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by WFS against Buyer or Buyer's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Buyer to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Buyer's revenues and/or assets (whether before or after judgment); and (e) execution or enforcement of any judgment to which Buyer or Buyer's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction.

28) LAW AND JURISDICTION

The Contract and all related transactions shall be interpreted, governed by, and enforced in accordance with the laws of the United States and the State of Florida, without reference to any conflict of laws rules. Any disputes concerning quality or quantity shall only be resolved in a court of competent jurisdiction in Miami, Florida. Disputes over payment and collection may be resolved in either Florida or in the courts of any jurisdiction where either the delivery occurred or an asset of Buyer may be found, which selection of jurisdiction shall be in the sole discretion of WFS. With respect to any suit, action or proceeding relating to any Contract or related transaction (collectively, the "Proceedings"), Buyer irrevocably waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such

court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over Buyer or its assets.

29) AMENDMENT, WAIVER

No amendment or waiver, whether partial or whole, of a Contract or any provision thereof shall be effective unless agreed in writing by WFS. Any written waiver, whether partial or whole, by WFS on one occasion shall not constitute an effective waiver of any right or remedy available at law, in equity, or otherwise, including any right or remedy contained in the Contract on a subsequent occasion, regardless of presentment of the same issue or matter, unless expressly provided for in the prior written waiver.

30) EXECUTION IN COUNTERPARTS AND BY FACSIMILE OR PORTABLE DOCUMENT FORMAT (PDF)

Any Contract may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. Any Contract may be executed and delivered by facsimile (or PDF) and the parties agree that such facsimile (or PDF) execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile (or PDF) signatures as evidence of the execution and delivery of any Contract by both parties to the same extent that an original signature could be used.

31) ENTIRE AGREEMENT

A Contract shall constitute a binding agreement between WFS and Customer, and their respective successors and assigns, with respect to the subject matter of the Agreement and shall supersede any prior agreements or understandings, whether oral or written, between WFS and Customer with respect to such subject matter. If there is a conflict between the Contract and these General Terms and Conditions, the Contract shall prevail. If there is a conflict between the Contract and any additional, different or conflicting terms or conditions incorporated into any acknowledgment, invoice, purchase order or other document issued by Customer hereafter or contemporaneous herewith, the Contract shall prevail. WFS and Buyer acknowledge that they are not relying upon any representations or statements except as specifically set forth herein or in a Contract.

32) SEVERABILITY

The clauses of a Contract are severable and if any clause or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability shall not affect the validity or enforceability of the remaining clauses or parts thereof in a Contract.

33) SURVIVAL

All the clauses of a Contract that by their nature are intended to survive the termination or expiry, including but not limited to the confidentiality and all indemnity and related obligations hereunder, shall survive any termination or expiry of such Contract.

34) HEADINGS

The headings used in a Contract are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting such Contract or these provisions.

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35) CONTRACTUAL CURRENCY

Unless otherwise specified in a Contract, contractual currency shall mean United States dollars.

36) NO RELIANCE

In connection with any Contract and each related transaction, WFS and Buyer each recognize and acknowledge: (i) it is acting as principal; (ii) the other party is not acting as a fiduciary or financial or investment advisor for it; (iii) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth in such Contract; (iv) it has not been given by the other party (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (whether legal, regulatory, tax, financial, accounting or otherwise) of such Contract, or any related Transaction; (v) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own investment, trading, hedging, and other decisions based upon its own judgment and upon any advice from advisors as it has deemed necessary, and not upon any view expressed by the other party; (vi) its decisions have been the result of arm's length negotiations between the parties; and (vii) it is entering into the Contract and any related Transactions with a full understanding of all of the risks associated therewith (economic and otherwise), and it is capable of assuming and willing to assume those risks.

37) NOTICES

All claims, notices and other communications hereunder required to be in writing, shall be deemed to have been duly given to WFS when received by WFS via email at legalnotices@wfscorp.com and, unless otherwise agreed by WFS in writing, a copy of any such communication shall also be sent to WFS via certified or registered mail or by overnight courier at the following address: World Fuel Services, Inc., 9800 NW 41st Street, Miami, Florida 33178, Attention: Legal Department. Unless otherwise provided in a Contract, any communication by WFS to Buyer shall be effective if sent by certified or registered mail, overnight courier or by email to the address of the Buyer set forth in the Contract, appearing on any invoice issued pursuant to a Contract, or provided by Buyer in the account or credit application submitted to WFS. Any alterations by Buyer to the contacts or addresses so provided shall be effective only upon written notice to WFS.

38) CONFIDENTIALITY

Unless consented to in writing by WFS, Buyer undertakes to keep confidential the terms of the Contract and any transaction specific information, including but not limited to pricing information, except as required by applicable law, whereupon Buyer shall, where permitted to do so, immediately advise WFS of such disclosure.

39) BUYER NOT AN AGENT

Nothing herein shall be deemed or construed to constitute Buyer as an agent, partner, joint venture, or legal representative of WFS for any reason whatsoever, and Buyer shall not hold itself out in any such capacity. WFS has not granted any rights or authority to act for, incur, assume or create any obligation, responsibility, or liability, express or implied, in the name of or on behalf of WFS, or to bind WFS in any manner.

40) FURTHER ASSURANCES

The parties shall execute and deliver further documents and instruments, and take such other and further actions, as may be reasonably requested by each party in order to carry out the intent of any Contract.

41) ESCHEATMENT

If, through any action or inaction of Buyer, Buyer's account with WFS results in a credit balance in favor of Buyer, WFS reserves the right to charge an administrative maintenance fee of two percent (2%) per month pro rata or (if less) at the highest allowable rate permissible under applicable law. In the event WFS remits Buyer's funds to any state or government entity as unclaimed property, WFS has no duty or obligation, by law, in equity, or otherwise, to repay such funds to Buyer or to assist the Buyer in the recovery of such funds. Buyer shall retrieve such escheated funds directly from the relevant state or governmental authority.