

Shell Trading (US) Company

General Terms and Conditions for
Yabucoa, Puerto Rico
Truck Rack Products Sales

June 15, 2021

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PART A - In respect of deliveries FCA into tank trucks

1. Quantity and Quality

- 1.1. Quantity measurement and quality sampling and testing shall be conducted in accordance with the most current API or ASTM standards, as applicable. Volume of Product will be determined at product actual temperature at time of loading without being corrected to 60 degrees Fahrenheit.
- 1.2. Quantity shall be determined in accordance with the following procedures:
 - 1.2.1. Seller's metering device. If Seller's metering device is not available measurement shall be by certified weight scale.
- 1.3. Quality shall be determined in accordance with following procedures:
 - 1.3.1. Test results run on a volumetrically correct composite of samples drawn from Seller's tank(s) at the loading terminal, except for RVP. For RVP, the tank(s) shall be sampled and tested individually, and the average calculated using the volumetrically weighted average.
 - 1.3.2. Where a party requires an independent inspection to determine quality, the inspection shall be made by an independent inspector who is mutually acceptable to both Seller and Buyer, and the party or parties (as applicable) requiring an independent inspection shall appoint the independent inspector with the inspection charges for the account of the party requiring such independent inspection. In the case where both parties require an independent inspection, the parties shall share all inspection charges equally. The independent inspector's report shall be made available to both parties.
 - 1.3.3. Where no independent inspection takes place, or where the independent inspector only witnesses the measurement, quality determination(s) shall be made by the loading terminal.
- 1.4. Results of the measurements set forth in this Section shall be issued in the form of the certificates of quantity and/or quality, meter tickets or weight tickets (as applicable) with respect to the Product delivered and shall be issued by the independent inspector. Where no independent inspection occurs, measurement shall be by terminal meter tickets or weight tickets (as applicable).
- 1.5. Except in cases of manifest error or fraud, the certificates of quantity and quality, meter tickets or weight tickets (as applicable) issued pursuant to this Section shall be conclusive and binding on both parties for invoicing purposes, and Buyer shall be obliged to make payment in full in accordance with Section 7, but shall be without prejudice to the rights of either party to file a claim for quantity and/or quality.

2. Nomination

- 2.1. Nominations shall be made in accordance with the standard operating procedures at the loading terminal.

FCA into tank truck - Tank trucks or railcars presented by Buyer for loading shall be fit, clean, and in all respects ready to load the Product. Seller shall not be liable for any delays in loading at the loading terminal.

3. Risk and Title

Title to and risk of loss or damage shall pass from Seller to Buyer as the Product passes the outlet at the applicable terminal's loading rack.

PART B - Additional Terms

4. Specifications

- 4.1. Product shall meet the specifications provided in a Confirmation.

5. Terminal Access

- 5.1. Any person accessing a terminal to lift Products on Buyer's behalf, whether Buyer's employees, agents, or contractors, under this Agreement shall adhere to the terminal's health, safety, environmental and operating procedures and access requirements, which the terminal may amend from time to time. Such requirements may include the execution of an agreement governing the terms and conditions upon which access to the terminal is permitted and/or the provision of certificates of insurance evidencing insurance in the form and amount acceptable to the terminal operator.

6. Price

- 6.1. Prices shall be rounded as follows:
 - 6.1.1. Product pricing in Barrels: Rounded to the nearest third decimal place. If:
 - 6.1.1.1. The fourth decimal place is five (5) or greater than five (5) then the third decimal place shall be rounded up to the next digit.
 - 6.1.1.2. The fourth decimal place is less than five (5) then the third decimal place will be unchanged.
 - 6.1.2. Product pricing in Gallons: Rounded to the nearest fourth decimal place. If:
 - 6.1.2.1. The fifth decimal place is five (5) or greater than five (5) then the fourth decimal place shall be rounded up to the next digit.
 - 6.1.2.2. The fifth decimal place is less than five (5) then the fourth decimal place will be unchanged.
- 6.2. EFP Balancing: When a Transaction involves the Exchange of Futures for Physical ("EFP"), the volumes sold and purchased by the parties in a Transaction under this Agreement are intended to be equal. If the actual volume shipped differs from the number of contracts sold or bought under an EFP by an amount greater than 500 Barrels, then the parties will balance the difference to the nearest 1,000 Barrels by posting within the current month's New York Mercantile Exchange ("NYMEX") contract an additional EFP for the amount. If the current month's NYMEX contract has expired at the time that the differing delivery occurs, the parties may post an additional EFP in the then current NYMEX month's contract at a price plus or minus a differential to be agreed to by the parties which represents the difference in settlement price of the expired NYMEX contract and the current month's contract price for the first three of the last four NYMEX trading days of the expired NYMEX contract on the day the additional EFP is posted.
- 6.3. Cessation of Price Index Publication. If an index used to calculate a price set forth in this Agreement, and any adjustment thereto ("Original Index"), ceases to be

published or is not published for any period applicable to calculation of such price, the following procedure shall apply:

- 6.3.1. The parties shall in good faith meet and agree on a replacement index within ten (10) Banking Days after the date the Original Index ceases to be published. Such replacement index will be as comparable as possible to the Original Index specified in this Agreement.
- 6.3.2. If the parties are not able to agree upon a replacement index within the ten (10) Banking Day period in accordance with Section 6.3.1, then:
 - 6.3.2.1. The dispute shall be settled by binding arbitration in accordance with the then current International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration ("CPR Rules") and this Section. The arbitration shall be governed by the U.S. Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result. The arbitration shall be held in Houston, Texas or such other location as may be convenient and agreed to in writing by the parties. The language of the arbitration shall be English. There shall be one arbitrator. The parties shall attempt to agree on the selection of the arbitrator. If the parties are unable to agree on the single arbitrator, the arbitrator shall be selected in accordance with the CPR Rules. The arbitrator shall determine the dispute of the parties and render a final decision. The arbitrator shall set forth the reasons for the decision in writing.
 - 6.3.2.2. To assist the arbitrator in such determination, both as to a provisional replacement index and/or a final replacement index, each party shall submit either one proposed alternate index, or one alternative basis for calculating the price, and the arbitrator shall select as the basis for the decision rendered the proposal which in the view of the arbitrator represents the closest replacement for the Original Index.
 - 6.3.2.3. The parties shall also attempt to reach agreement on a provisional replacement index within the same ten (10) Banking Day period in Section 6.3.1, which shall be used for provisional invoices until a final determination is made by the arbitrator as described above. The provisional replacement index shall be without prejudice to either party in the arbitration and shall not be disclosed to the arbitrator. If no agreement on a provisional replacement index is reached between the parties within said ten (10) Banking Day period, either party may ask the arbitrator determined above to set a provisional replacement index based on a written submission from both sides within ten (10) Banking Days after the appointment of the arbitrator.
 - 6.3.2.4. Once the arbitrator has reached a final decision on the final replacement index, the price paid under this Agreement shall be adjusted using the final replacement index, and all invoices for deliveries made subsequent to the date the Original Index ceased to be published shall be promptly corrected and reissued using the final replacement index and price. The arbitrator shall order the relevant adjustment under the corrected invoices and the party that owes money to the other shall pay said amount to the party owed within ten (10) Banking Days of receipt of the corrected invoice.

7. Payment

- 7.1. Payment shall be made in U.S. Dollars by electronic funds transfer, in full, without discount, withholding, setoff or counterclaim (except as otherwise provided herein).
- 7.2. Payment shall be made on presentation of and in accordance with Seller's commercial invoice and the following documents: Bills of lading, weight ticket or meter ticket (as applicable).
- 7.3. Where the due date for payment falls on a Saturday or on a weekday other than Monday, which is not a Banking Day, then any such payment shall be made on the preceding Banking Day. Where the last day for payment falls on a Sunday or a Monday, which is not a Banking Day, then any such payment shall be made on the following Banking Day.
- 7.4. Except as otherwise provided herein, the payment of any other costs, expenses or charges, which arise and are due under the terms of this Agreement from one party to the other, shall be made against presentation of one party's invoice by the party from whom payment is due on or by the date specified on the invoice.
- 7.5. If, less than five (5) Banking Days prior to the due date, Seller requests payment to be made to a bank account which is different than that which has previously been used for settlement, then Buyer has the right to delay payment without incurring interest for up to five (5) Banking Days immediately following the date of notice of such change if and to the extent such delay is necessary to establish the validity and legal effect of the requested change.
- 7.6. If for any reason payment terms are not specified in a Confirmation, the parties agree that the payment due date shall be as per Seller's invoice.
- 7.7. All U.S. Dollar amounts shall be rounded to the nearest cent (whereby half cents shall be rounded upward).
- 7.8. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Agreement.
- 7.9. Change of Banking Account Details. In the event that Buyer receives any request for payment to Seller to be made to a bank account which is different from that which is set out in the Confirmation, Buyer shall be required to forthwith verify and re-confirm the request before any payment is made by Buyer to the bank account set out in the said request.
- 7.10. Notwithstanding anything to the contrary in this Agreement, if required by Seller, pursuant to Section 10.1 below, or as a result of an Event of Default, Buyer shall make advance payment in U.S. Dollars by electronic funds transfer to Seller for Products purchased by Buyer pursuant to one or more Transactions under this Agreement ("Prepayment"). Specifically, for each Transaction pursuant to which Seller is obligated to deliver Products to Buyer and for which Seller requires Buyer to make a Prepayment, Seller shall issue an invoice to Buyer and Buyer shall make the Prepayment to Seller by the date specified on Seller's invoice ("Prepayment Due").

Date”). All Prepayments shall be in an amount equal to the price (or estimated price if the price is based on an index and is not known at the time the invoice is issued) multiplied by the total quantity (or estimated quantity if the actual quantity is not known at the time the invoice is issued) of Products to be purchased for each outstanding Transaction for which Prepayment is required (each a “Prepayment Amount”). Each Prepayment Amount shall be paid by electronic funds transfer, in same day funds (without setoff, counterclaim or deduction), to the account specified by Seller. If, pursuant to a Transaction, the actual quantity of Products delivered differs from the contract quantity or the price differs from the estimated price upon which Prepayment was made or other amounts are owing by or to Buyer (including, without limitation, other charges related to the Transaction(s) or amounts arising from any overpayments or underpayments for prior periods), the party owing such amounts shall pay such amounts owing by it within two (2) Banking Days of receipt of request by the party to whom the payment is owed. In the event Buyer fails to timely make the Prepayment, Seller shall have the right to immediately withhold or suspend delivery of Products until such time as the required payment is received. Such suspension of delivery of Products shall not relieve Buyer of its obligation to purchase Products pursuant to any Transaction and shall be in addition to, and not in replacement of, any other right or remedy available to Seller under this Agreement.

8. Late Payment Interest

- 8.1. Unless otherwise agreed by the parties in writing, if either party fails to timely pay any amount due under this Agreement by the due date, the amount not paid shall bear simple interest commencing on the day immediately after the date on which it became due up to and including the date of payment, at the rate calculated as an annual rate (365/366 day year basis as applicable), equal to two percent (2%) above the JP Morgan Chase Bank, New York, N.Y. prime interest rate (or Citibank N.A. New York, NY, prime interest rate if JP Morgan Chase Bank interest rate is unknown), or the maximum amount allowed by law, whichever is less, in effect on the day payment was due.
- 8.2. Under no circumstances shall this interest be construed as an agreement by Seller to provide extended credit and the charging of interest shall be without prejudice and in addition to any rights and remedies which Seller may have under this Agreement or otherwise.

9. Adequate Assurance

- 9.1. Where Shell is the Seller, Seller may, within Seller’s sole discretion, at any time request and Buyer shall, not later than two (2) Banking Days after request by Seller, provide Adequate Assurance of Performance. After such request, and in the event that title has not already been transferred, Seller may withhold performance until such Adequate Assurance of Performance shall have been received by it. Any cost, expense, or charges associated with any letter of credit procured pursuant to this Section shall be for the account of Buyer.

10. Financial Responsibility

- 10.1. Notwithstanding anything to the contrary in this Agreement, if in the reasonable opinion of a party (the "Secured Party") at any time the reliability or the financial responsibility of the other party ("Posting Party") (or of any guarantor or other person furnishing security in support of Posting Party) is or becomes impaired or unsatisfactory, Adequate Assurance of Performance shall be given by Posting Party to Secured Party on demand by Secured Party in respect of each or any cargo or any portion thereof and/or Seller may require Prepayments under Section 7.10; provided, however, that if Seller requests both Adequate Assurance of Performance and Prepayments, then Seller's request for Adequate Assurance of Performance shall be limited to assurances for amounts in excess of the Prepayment Amount then due. In any event, any amounts specified in such demand shall thereby become immediately due and payable. After such demand, and in the event that title has not already been transferred, Secured Party may withhold performance until such Adequate Assurance of Performance shall have been received by it. Any cost, expense, or charges associated with any letter of credit procured pursuant to this Section shall be for the account of the party providing the letter of credit.

11. Breach of Performance and Events of Default

- 11.1. Failure to Deliver or Take Delivery. Unless excused by Force Majeure or the other party's failure to perform, if a party fails to deliver or take delivery of any of the quantity of the Product as required in a particular Transaction during the applicable delivery period (the "Failing Party"), the non-Failing party's exclusive remedy for the Failing Party's failure to deliver or take delivery of the Product shall be as set forth below:
- 11.1.1. Seller Failure to Deliver. If Seller is the Failing Party, then Buyer shall have the right to terminate the Transaction, in which case Seller shall pay Buyer within five (5) Banking Days of receipt of Buyer's invoice an amount equal to the positive difference, if any, between (1) the Market Value and (2) the Contract Value.
- 11.1.2. Buyer Failure to Take Delivery. If Buyer is the Failing Party, then Seller shall have the right to terminate the Transaction, in which case Buyer shall pay to Seller within five (5) Banking Days of receipt of Seller's invoice an amount equal to the positive difference, if any, between (1) the Contract Value and (2) the Market Value.
- 11.2. An event of default ("Event of Default") shall occur with respect to a party (the "Defaulting Party") when:
- 11.2.1. such party fails to (i) pay an invoice for Product, or (ii) provide Adequate Assurance of Performance when due, and/or (iii) make Prepayments when required pursuant to Section 7.10, if such failure is not cured within two (2) Banking Days after receipt of written notice of such failure;
- 11.2.2. such party, or its guarantor, (i) makes a general assignment for the benefit of its creditors, or (ii) commences a proceeding under applicable bankruptcy law or other law for the relief of debtors;

- 11.2.3. such party, or its guarantor, files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts;
 - 11.2.4. such party, or its guarantor, has a trustee, custodian, conservator, receiver or similar official appointed for it, or for a substantial part of its property;
 - 11.2.5. such party, or its guarantor, becomes insolvent or is unable to pay its debts as they become due; or
 - 11.2.6. such party, or its guarantor, becomes subject to any involuntary bankruptcy, reorganization, debt arrangement, or other proceeding under any applicable bankruptcy, insolvency or other similar law for the relief of debtors or any dissolution or liquidation proceeding is instituted against the party or its guarantor.
- 11.3. If an Event of Default occurs and is continuing, the non-defaulting party (the "Non-Defaulting Party") may, without limiting any other rights and remedies that may be available to the Non-Defaulting Party under this Agreement or otherwise, (a) offset all or any portion of any amounts owed by the Defaulting Party to the Non-Defaulting Party against any amounts owed by the Non-Defaulting Party to the Defaulting Party under this Agreement or otherwise, (b) apply any payments made but not yet applied, or Adequate Assurance of Performance posted under this Agreement, by the Defaulting Party to the Non-Defaulting Party against any amounts that are owed to the Non-Defaulting Party under this Agreement, (c) if the Non-Defaulting Party is Seller, suspend deliveries until all amounts due for all previous deliveries to the Defaulting Party have been paid in full; provided, however, to the extent the Non-Defaulting Party sustains damages related to the suspension of deliveries of Product(s), the Defaulting Party shall pay such damages to the Non-Defaulting Party, (d) require Prepayments under Section 7.10, if the Defaulting Party is Buyer, and/or (e) designate an Early Termination Date in the manner described in Section 11.4.
- 11.4. If an Event of Default occurs, the Non-Defaulting Party may, by written notice to the Defaulting Party, terminate all transactions between the parties for the purchase and sale of Products, whether governed by these GTCs or otherwise (the "Terminated Transactions"), as of a date designated in the notice that is no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective as an early termination date ("Early Termination Date"). If an Early Termination Date has been designated, the Non-Defaulting Party shall in good faith calculate the Settlement Amount of the Terminated Transaction or all Terminated Transactions, as the case may be, as of the Early Termination Date (or as soon thereafter as reasonably practicable). The Non-Defaulting Party shall aggregate all amounts due between the parties into a single net amount (the "Termination Payment") by aggregating or setting off, as appropriate, (i) the Settlement Amount for each Terminated Transaction, (ii) all Unpaid Amounts owed to the Non-Defaulting Party, and (iii) all Unpaid Amounts owed to the Defaulting Party; provided, however, if the net of the Settlement Amounts for all such Terminated Transaction(s) would be an amount owing to the Defaulting Party, then such net amount shall be zero for purposes of determining the Termination Payment. The Non-Defaulting Party shall notify the Defaulting Party in writing of the amount of the Termination

Payment due from the Defaulting Party, along with reasonable detail regarding the calculation of such amount. The Defaulting Party shall pay the Termination Payment to the Non-Defaulting Party within two (2) Banking Days after receipt of such notice, with interest (as provided in Section 8.1) from the Early Termination Date until paid. If an Early Termination Date is designated, the Non-Defaulting Party shall be entitled, in its sole discretion, to set-off any amount payable by the Non-Defaulting Party or any of its Affiliates to the Defaulting Party under this Agreement or otherwise, against any amounts payable by the Defaulting Party to the Non-Defaulting Party or any of its Affiliates under this Agreement or otherwise. The Non-Defaulting Party shall also be entitled to apply any Adequate Assurance of Performance posted by the Defaulting Party or its Affiliates to the Non-Defaulting Party or any of its Affiliates against any amounts owed to the Non-Defaulting Party by the Defaulting Party under this Agreement or otherwise. If an obligation is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and set-off in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained.

11.5. The parties acknowledge and agree that this Agreement is a "Forward Contract" as defined in the Bankruptcy Code and that each party is a "Forward Contract Merchant" as defined the Bankruptcy Code.

11.6. For purposes hereof:

11.6.1. "Settlement Amount" for a Terminated Transaction means the amount by which such Market Value differs from the Contract Value (it being understood that (i) in the event the Market Value of a Terminated Transaction exceeds the Contract Value for the Terminated Transaction, the difference in value shall be due from Seller to Buyer, and (ii) in the event that the Market Value of a Terminated Transaction is less than the Contract Value, the difference in value shall be due from Buyer to Seller);

11.6.2. "Unpaid Amounts" means any unpaid amounts due and payable under this Agreement and all Terminated Transactions, whether due prior to or after any Early Termination Date (but excluding any Settlement Amounts), including but not limited to attorneys' fees and other expenses payable, as well as any other amounts due and payable by the Defaulting Party to the Non-Defaulting Party under this Agreement;

11.6.3. "Contract Value" means the volume of Product(s) remaining to be purchased under (1) the Terminated Transaction, or (2) a Transaction where a party has failed to perform under Section 11.1 above multiplied by the applicable Price(s) specified in the Confirmation for the Terminated Transaction; and

11.6.4. "Market Value" means (1) as determined by the Non-Defaulting Party in a commercially reasonable manner, the volume of Product(s) remaining to be purchased under the Terminated Transaction multiplied by the market price on the Early Termination Date for an equivalent transaction at the delivery location, or (2), as determined by the non-Failing Party in a commercially reasonable manner, the volume of Product(s) which the Failing Party failed to take or deliver as applicable under Section 11.1 above multiplied by the market price on the date of the failure for an equivalent transaction at the delivery location.

To ascertain the market price, the Non-Defaulting Party or non-Failing Party, as the case may be, may consider, among other valuations, quotations from leading dealers in swap contracts or physical trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term, relevant due date or delivery dates, broker fees, volume and differences in transportation costs. A party shall not be required to enter into a replacement transaction in order to determine the Market Value of a Terminated Transaction.

- 11.7. Except as otherwise provided herein, all rights, including setoff rights, under this Section 11 shall be in addition to any other rights and remedies to which any party is otherwise entitled (whether under this Agreement, by operation of law, contract, normal business practice, or otherwise).

12. Taxes, Fees, and Other Charges

- 12.1. Buyer shall pay to Seller all federal, state and local excise taxes, sales taxes, gross receipts taxes, license fees, inspection fees, environmental taxes and fees and other similar assessments or charges, now or hereafter levied or assessed, by any governmental authority that Seller may be required to collect or pay on the importation, manufacture, sale, purchase, transportation, storage, resale or use of the Products (each a "Tax" and collectively "Taxes"), or imposed upon crude oil or any other raw material from which such products are made, insofar as the same is not expressly included in the price for the Products. In the event that a refund opportunity arises with respect to any Tax paid by one Party as a result of the transactions governed by the Confirmation, both Parties shall reasonably work together to pursue such refund and the refund shall be paid to the Party that incurred the Tax burden.
- 12.2. Notwithstanding the above, Buyer shall provide Seller with a properly completed exemption certificate or valid fuel license for any Tax from which Buyer may claim exemption. Buyer shall be responsible for the related Tax and, if applicable, any related penalty and interest, if such exemption certificate or fuel license is later held by any proper taxing authority to be invalid.
- 12.3. If the Confirmation involves goods imported into the Customs Territory of the United States, the Party acting as the importer of record for U.S. customs purposes is responsible for filing the clearance declaration and shall be liable for paying any applicable import related fees and/or tax, such as customs duties, harbor maintenance fees, merchandise processing fees, and oil spill fees. Supplier shall provide importer of record all documentation necessary to support the customs declaration. If the Confirmation involves goods for which U.S. import duty drawback can be claimed, the Parties may separately negotiate the sharing of such drawback refund. "Customs Territory of the United States" means the U.S., the District of Columbia, and Puerto Rico.
- 12.4. Buyer shall not be liable for any of Seller's income taxes; any withholding taxes imposed on gross amounts; any franchise tax measured by capital, capital stock, net worth, gross margin, gross receipt or gross profit; any minimum or alternative minimum tax; or any taxes imposed by law on Seller that are prohibited by law from

being passed on to Buyer. Further, Buyer shall not be liable to Seller for any employment related tax, fee, or charge. Buyer shall not be liable for any of Seller's inventory based taxes, ad valorem taxes or property taxes. Buyer shall be responsible for filing returns and paying inventory based taxes, ad valorem taxes and property taxes on property and/or inventory that they own on the assessment date.

- 12.5. Seller will furnish to Buyer a properly completed Internal Revenue Service ("I.R.S.") Form W-8 or I.R.S. Form W-9, as appropriate, to enable Buyer to determine if U.S. income tax withholding is required. If U.S. withholding applies, Buyer will withhold amounts on its payments to Seller as required under United States law, unless Seller provides Buyer with the appropriate documentation to mitigate such tax.
- 12.6. Seller warrants that no individual will be engaged by Seller, either directly or indirectly, under the Transaction to perform services exclusively for the Buyer, and that any individual engaged as part of Seller's agent's, consultant's and/or subcontractor's personnel will spend no more than twenty-five percent (25%) of their time each year (as so engaged) performing services under the Transaction.
- 12.7. Each party is responsible for obtaining the proper licenses in the municipality or any other political subdivision where the Transactions under this Agreement take place. Should any unexpected taxes, fees, and other charges, including penalty or interest occur because of one party's failure to obtain such licenses, the party who fails to obtain the required licenses agrees to bear all the costs associated with this failure and shall indemnify the other party from the additional costs.

13. Duty Drawback

- 13.1. Nothing herein shall limit either party's right to claim duty drawback on any of its imports.

14. Warranties

- 14.1. Seller warrants that at the time title in the Product delivered under this Agreement passes to Buyer, Seller has the right to sell the said Product to Buyer and Seller has unencumbered title to the said Product.
- 14.2. EXCEPT AS OTHERWISE SET FORTH HEREIN, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND CONCERNING THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Quantity and Quality Claims

- 15.1. Any claim relating to quantity and/or quality of Product delivered under this Agreement must be filed by claiming party with full supporting documentation no later than ninety (90) calendar days after the completion of delivery date. IF A CLAIM RELATING TO QUANTITY AND/OR QUALITY AND ITS SUPPORTING DOCUMENTATION IS PROVIDED LATER THAN NINETY (90) CALENDAR DAYS AFTER THE COMPLETION OF DELIVERY DATE, THE CLAIM WILL BE DEEMED TO HAVE BEEN WAIVED.

16. Force Majeure

- 16.1. Neither party shall be liable to the other if it is rendered unable, by an event of Force Majeure, to perform in whole or in part any obligation or condition of this Agreement, for so long as the event of Force Majeure exists and to the extent that performance is prevented, curtailed, impeded, or hindered by the event of Force Majeure; provided, however, that the party unable to perform shall use all commercially reasonable efforts to avoid or remove the event of Force Majeure. The obligation to use all commercially reasonable efforts to avoid or remove the event of Force Majeure shall not require settlement of strikes, lockouts, or other labor disputes. During the period that performance by one of the parties of a part or whole of its obligations has been suspended by reason of an event of Force Majeure, the other party likewise may suspend the performance of all or a part of its obligations to the extent that such suspension is commercially reasonable. The party claiming Force Majeure shall use commercially reasonable efforts to immediately communicate the event to the other party and, as soon as reasonably possible, notify the other party in writing with reasonably full particulars of the event, the expected duration of the event and the volumes of Product to be affected by the suspension or curtailment of performance under this Agreement. If the Force Majeure event is forecast to (or actually) last(s) thirty (30) days or more, the party not claiming Force Majeure shall have the right to terminate this Agreement by giving written notice. Excuse from performing due to an event of Force Majeure shall not operate to extend the term of this Agreement nor obligate either party to make up deliveries or receipts, as the case may be.
- 16.2. “Force Majeure” means: Acts of God; strikes; lockouts; boycotts; picketing; labor or other industrial disturbance; acts of a public enemy; fires; acts of terrorism; explosions; material breakage of or material accidents to refinery equipment, lines of pipe, storage tanks, docks; wars (declared or undeclared); blockades; insurrections; riots; epidemics; landslides; earthquakes; storms; lightning; floods; extreme cold or freezing; extreme heat; washouts; arrests and restraints of governments and people; compliance with any federal, state, or local law, or with any regulation, order, or rule of domestic or international governmental agencies, or authorities or representatives of any domestic or international government acting under claim or color of authority; including compliance with any permitting regulations, the commandeering or requisitioning by U.S. civil or military authorities of any raw or component materials, crude oil, products, or facilities including, but not limited to, producing, manufacturing, transportation, and delivery facilities, and perils of navigation, even when occasioned by negligence, malfeasance, default, or errors in judgment of the pilot, master, mariners or other servants of the ship’s owner; civil disturbances; or any cause whatsoever beyond the reasonable control of either party, whether similar to or dissimilar from the causes listed above.
- 16.3. Notwithstanding the provisions of this Section, nothing contained in this Agreement shall relieve either party of the obligation to pay in full any amounts due under the Agreement, including Buyer’s obligation to pay in full the purchase price or any other amounts due for the Products actually delivered and accepted hereunder.
- 16.4. Seller’s ability to supply Product under this Agreement is dependent on continued availability of necessary raw materials and petroleum products from its usual and

anticipated suppliers and continued availability of energy supplies. If raw materials, petroleum products, or energy supplies are not readily available in sufficient quantities due to a declaration of Force Majeure by Seller's Supplier, to permit Seller to meet its total commitments for Product, then Seller shall have the right to allocate, in a fair and reasonable manner, among its customers whose contracts are directly affected by the Force Majeure event, and its own requirements, the Product(s) that is available.

17. New and Changed Regulations

- 17.1. It is understood by the parties that each party is entering into this Agreement in reliance on the laws, rules, regulations, decrees, agreements, concessions and arrangements (hereinafter called "Regulations") in effect on the date hereof with governments, government instrumentalities or public authorities affecting the Product sold/purchased hereunder including, but without limitation to the generality of the foregoing, those relating to the production, acquisition, gathering, manufacturing, transportation, storage, trading or delivery thereof, insofar as such Regulations affect the parties.
- 17.2. In the event that at any time and from time to time during the term of this Agreement any Regulations are changed or new Regulations become effective, whether by law, decree or regulation or by response to the insistence or request of any governmental or public authority or any person purporting to act therefore, and the material effect of such changed or new Regulations (a) is not covered by any other provision of this Agreement, and (b) has a material adverse economic effect upon either party, the affected party shall have the option to request renegotiation of the prices or other pertinent terms provided for in this Agreement. The said option may be exercised by the affected party at any time after such changed or new Regulation is promulgated, by written notice of desire to renegotiate, such notice to contain the new prices or terms desired by the affected party. If the parties do not agree upon new prices or terms within thirty (30) days after affected party gives such notice, affected party shall have the right to terminate this Agreement at the end of the said thirty (30) day period. Any Product lifted during such thirty (30) day period shall be sold and purchased at the price and on the terms applying hereunder without any adjustment in respect of the new or changed Regulations concerned. A termination pursuant to this Section shall not be treated as an Event of Default.

18. Assignment

- 18.1. This Agreement shall extend to and be binding upon the successors and assigns of the parties, but neither this Agreement nor any part, including any rights, interests or obligations hereunder (except (i) the right of the Non-Defaulting Party to receive payment pursuant to Section 11 hereof, which may be assigned without the Defaulting Party's consent, and (ii) as provided in Section 18.2 below), shall be assigned or transferred by either party or by operation of law, merger or otherwise without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment or transfer made by either party without the other party's written consent need not be recognized by and shall not be binding upon the other party. Upon the making of any such assignment, unless otherwise agreed by the

parties, the assignor shall remain bound to perform or procure performance of the said obligations (as so accepted) by the assignee. For the purpose of this Agreement, a merger constitutes an assignment subject to this provision.

- 18.2. Notwithstanding Section 18.1 above, Seller may without Buyer's consent assign all or a portion of its rights to receive and obtain payment under the Agreement in connection with any finance, securitization or bank funding arrangements, always providing such assignment does not contravene any applicable law, regulation or decree binding upon Buyer. Any payment made by Buyer to the payee specified in Seller's invoice in respect of Product delivered under the Agreement shall be in full discharge of Buyer's payment obligations to Seller under the Agreement. Any such assignment will not detract from Seller's obligations under the Agreement.

19. Compliance with Laws and Regulations

- 19.1. Each party shall comply with all effective federal, state, and local regulations, laws, executive orders, and/or rules applicable to this Agreement and the Product sold hereunder.
- 19.2. Gasoline and Blendstock (EPA-Streamlining):
- 19.2.1. Seller and Buyer shall comply with all applicable federal, state, and local regulations for gasoline and blendstocks including but not limited to regulations found at 40 CFR § 1090 as maybe revised or amended from time to time.
- 19.2.2. Except to the extent exempt or modified pursuant to 40 CFR § 1090 – Subpart G, Buyer agrees that pursuant to 40 CFR § 1090, the title to BOB is to be transferred only to an oxygenate blender who is registered with the U.S. EPA as such, or to an intermediate owner with the restriction that the BOB shall only be transferred to a registered oxygenate blender.
- 19.2.3. Maintain relevant records or information, including copies of product transfer documents, the source of any gasoline received, the oxygenate blending instructions for the BOB from the Seller, the rate (volume %) that oxygenate was blended into the gasoline, and the destination of any gasoline distributed.
- 19.2.4. Require that any terminal that blends oxygenate with BOB, and any Parties downstream from the oxygenate blending terminal, must include information on the product transfer documents providing the type and amount of oxygenate contained in the gasoline and the identification of the oxygenate blending facility that blended the product.
- 19.2.5. Allow Seller's (or the refiner or importer of the relevant Product) independent surveyor to conduct quality assurance, sampling and testing as required in 40 CFR § 1090.
- 19.2.6. Stop selling any gasoline found to not comply with the standards under which the BOB was produced or imported.
- 19.3. Renewable Identification Numbers:
- 19.3.1. In the event renewable fuel, as defined in 40 CFR 80.1101 or 40 CFR 80.1401, as applicable, is bought or sold under this Agreement:

19.3.1.1. If Seller has agreed to transfer to Buyer Renewable Identification Numbers (“RINs”) associated with the Product sold hereunder, then Seller shall transfer to Buyer RINs for each gallon of renewable fuel sold hereunder, with the maximum equivalence value assigned to the specific renewable fuel in accordance with 40 CFR 80.1115 or 40 CFR 80.1415, as applicable. Unless otherwise provided in a Confirmation, for renewable fuel delivered on or after January 1 through January 31 of the same year, Seller may provide either RINs generated in the current year or in the previous year. For renewable fuel delivered on or after February 1 and through December 31 of the same year, Seller must provide Buyer RIN’s generated in the same year as that in which the corresponding Product was delivered.

19.4. Endocrine Disruptor Screening Program

19.4.1. To the extent the Product sold hereunder is subject to the U.S. Environmental Protection Agency’s Endocrine Disruptor Screening Program, Product purchased under this Agreement shall neither be used by Buyer nor sold to Buyer’s customers for use or sale in the U.S. as a pesticide or pesticide inert. The term “pesticide” is any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating pests and includes but is not limited to insecticides, fungicides, and herbicides. If Buyer fails to comply with the Buyer’s obligation under this Agreement then Seller may, in addition to any other remedies, postpone or withhold the supply of Product, and/or terminate any Product supply under this Agreement.

20. **Safety Data Sheets**

- 20.1. Seller shall provide Buyer with Safety Data Sheets that provide warnings and safety and health information concerning the Product. Additionally, where Shell is Seller, Shell will make Safety Data Sheets available at epc.shell.com. Buyer shall be responsible for further distribution of said Safety Data sheets to all persons who might handle the product, including customers, employees, and contractors.
- 20.2. Nothing herein shall relieve Buyer of its duties in relation to the safe and proper evaluation, storage, use, transport and disposal of the Product sold hereunder.

21. **Notices**

- 21.1. Except as otherwise provided, all notices, consents, and other communications under this Agreement required to be in writing shall be deemed to have been duly given (i) when delivered in person, (ii) when received by fax, (iii) when received by the addressee if sent by express mail, Federal Express, or other express delivery service receipt requested, (iv) five (5) Banking Days after being placed in the U.S. mail, by first class postage, or registered or certified mail, return receipt requested, (v) by e-mail only in instances specifically provided for herein shall be deemed duly given immediately (with receipt confirmed) or (vi) when sent by any other means as the parties may agree from time to time, in each case to the appropriate address as designated by the parties.

- 21.2. All notices under this Agreement received after 17:00 hours receiving party's local time, shall be deemed received 09:00 hours receiving party's local time the following Banking Day.

22. Governing Law and Jurisdiction

- 22.1. THIS AGREEMENT, AND ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH, ASSOCIATED WITH, OR RELATED THERETO SHALL BE GOVERNED BY, INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.
- 22.2. BOTH PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS AND OF THE UNITED STATES OF AMERICA SITTING IN HOUSTON, TEXAS IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH, ASSOCIATED WITH, OR RELATED TO, THIS AGREEMENT. THE PARTIES HEREBY WAIVE ANY OBJECTION TO VENUE IN THE FOREGOING JURISDICTION AND ANY OBJECTION TO ANY ACTION OR PROCEEDING ON THE BASIS OF FORUM NON CONVENIENS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY.
- 22.3. Without derogating from the specific time limits set out in Section 15.1 (complaint of deficiency of quantity or of variation of quality), and any other provisions requiring compliance within a given period, all of which shall remain in full force and effect, any claim arising under the Agreement and any dispute under Section 22 shall be commenced within two (2) years of the date on which the Product was delivered or, in the case of a total loss, of the date upon which the Product should have been delivered, failing which the claim shall be time barred and any liability or alleged liability of the other party shall be extinguished.
- 22.4. The UN Convention on Contracts for the International Sale of Goods (1980) shall not apply.

23. Limitation of Liability

- 23.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER WHETHER UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT FOR LOSS OF PROFITS OR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THE LIMITATION CONTAINED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. The provisions of this Section 23.1 shall continue and apply notwithstanding the termination or expiration of the Agreement for any reason whatsoever.

24. Waiver

- 24.1. No waiver by either party of any breach of any of the covenants or conditions under this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

25. Survivability

- 25.1. If for any reason the Agreement shall be terminated then such termination shall be without prejudice to any rights, obligations or liabilities of either party which have accrued at the date of termination but have not been performed or discharged, and any parts of the Agreement having any relevance thereto or any bearing thereon shall, notwithstanding the termination of the Agreement for any reason, continue in force and effect.

26. Interpretation

- 26.1. Clause, Section and sub-section headings contained herein are for convenience of reference only and shall not affect the interpretation thereof. Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include firms and corporations and vice versa. The word "or" is not exclusive. The word "include" and its derivatives shall not be construed as terms of limitation. Unless otherwise expressly stated, the words "hereof", "herein" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "will" and "shall" are expressions of command, not merely expressions of future intent or expectation.

27. Severability

- 27.1. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, all other provisions of this Agreement will nevertheless remain in full force and effect.

28. No Third Party Beneficiary

- 28.1. Except as may be specifically provided in the Confirmation, no term of the Agreement is intended to, or does, confer a benefit or remedy on any third party.

29. Recording, Retention and Monitoring of Communications

- 29.1. Each party hereby acknowledges to the other party and consents that such other party may from time to time and without further notice and to the extent permitted by law:
- 29.1.1. record and retain electronic transmissions (including telephone conversations, e-mail and instant messaging between the parties' respective representatives in connection with the Agreement or other commercial matters between the parties) on central and local databases for their respective legitimate purposes; and
 - 29.1.2. monitor electronic transmissions through their internal and external networks for purposes of security and compliance with applicable laws, regulations and internal policies for their other legitimate business purposes.

30. Facilitation Payments and Anti-Corruption

- 30.1. Each Party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom: (i) it is aware of and will comply with Anti-Corruption Laws; (ii) whether directly or indirectly, it has not made, offered,

authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or benefit of any Government Official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws; (iii) it has maintained and will maintain adequate written policies and procedures to comply with Anti-Corruption Laws or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values); (iv) it has maintained and will maintain adequate internal controls, including but not limited to using reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; (v) it will, to its knowledge retain such books and records for the period required by Applicable Law or a Party's own retention policies, whichever is longer; (vi) in the event a Party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other Party, subject to the preservation of legal privilege; (vii) it has used and will use reasonable efforts to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; (viii) it will provide information (which unless publicly available will include documentary evidence) in support of the other/requesting Party's ongoing Know Your Customer ("KYC") process requirements, about its ownership, officers, and corporate structure (including any changes thereto); and (ix) only a Party (and not its Affiliates or a third party) shall make payments to the other Party, except with that other Party's prior written consent. Subject to the preservation of legal privilege, during the term and for seven (7) years thereafter and on reasonable notice, each Party shall have a right, at its expense, and the other Party shall take reasonable steps to enable this right, to audit the other Party's relevant books and records with respect to compliance with this paragraph.

- 30.2. Without limitation to any other available remedies, where a Party (the First Party) fails, or its subcontractors, agents, or other third parties fail, to comply with this paragraph, the other Party (the Second Party), acting in good faith, shall have a right to notify the First Party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the First Party does not cure the failure to comply within sixty (60) calendar days following receipt of the written notice, the Second Party shall have the right to terminate the Agreement on further written notice to the First Party. Nothing in this Agreement shall require a Party to perform any part of this Agreement or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws. The obligations in this Section 30 shall survive the termination or expiry of this Agreement.

31. Trade Controls and Boycotts

- 31.1. The Parties each confirm that they are knowledgeable about Trade Controls Laws applicable to their performance of this Agreement, including the lists of Restricted Parties. The Parties shall comply with all applicable Trade Control Laws in the performance of this Agreement and in particular the Parties shall not, and shall

procure that their contractors and agents shall not, do anything which is inconsistent with or which may cause any other Party to be exposed to the risk of any potential fines, penalties, and/or enforcement measures taken by government agencies or national courts under, or be in breach of, Trade Control Laws. Buyer agrees that the laws and regulations of the producing country with respect to the export of Product apply to this Agreement, except insofar as those laws and regulations are inconsistent with U.S. laws or regulations. If documents are required by Seller, or Seller's supplier(s), Buyer shall provide upon request any relevant documents for the purpose of verifying the final destination of the Product sold hereunder.

- 31.2. Notwithstanding anything to the contrary herein, nothing in this Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party to act or refrain from acting (or agreeing to act or refrain from acting) in any manner which is inconsistent with, penalized or prohibited under Trade Control Laws applicable to the Parties. This Section 31 shall survive expiration or termination of this Agreement.
- 31.3. The Buyer shall not directly or indirectly export, re-export, transfer divert, trade, ship, import, transport, store, sell, deliver or re-deliver any of the Products provided by the Seller to, or for end-use by, a Restricted Jurisdiction or a Restricted Party unless specifically authorized to do so in writing by the Seller. The Buyer shall not cause the Seller to be in breach of Trade Control Laws or Restricted Jurisdiction provisions.
- 31.4. Neither Party shall be obliged to perform any obligation under this Agreement, shall not be liable for damages or costs of any kind (including but not limited to penalties) for any delay or non-performance, and shall be entitled to suspend or terminate this Agreement with immediate effect, if either Party determines that such performance would be in violation of, inconsistent with, or would expose that Party to any potential fines, penalties, and/or enforcement measures taken by government agencies or national courts under Trade Control Laws.
- 31.5. Notwithstanding anything to the contrary, if the Product is to be exported from the United States by Buyer or its designee, Buyer shall be the "U.S. Principal Party in Interest" as that term is used by U.S. Customs and/or the Bureau of Industry and Security ("BIS"). Buyer shall comply with all regulations, including but not limited to those relating to licensing, reporting, filing and recordkeeping. In the event Buyer exports Product from the U.S., Buyer shall indemnify and hold harmless Seller from any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Buyer's failure to comply with the provisions of this Section 31.
- 31.6. Where Shell is the Seller, if the Product is designated for export, Buyer shall indemnify, defend and hold harmless Seller for all claims and damages of any nature arising from or related to allegations that the Product was not ultimately exported, or was comingled with any product not designated for export, in violation of this Agreement. Further, and for the avoidance of doubt, in the event that Buyer resells any Product domestically that was designated for export, Buyer assumes all liability for any Product certification required under applicable law and shall provide Seller with documentation verifying the final destination of such Product sold hereunder

and any other documentation requested by Seller evidencing Buyer's compliance with this Section 31.

32. Data Privacy

- 32.1. The Parties may provide each other with information regarding an identifiable individual, the processing and transfer of which will be in accordance with applicable data protection laws.

33. Entire Agreement - Modification - Conflict

- 33.1. This Agreement comprises the entire agreement and supersedes all prior communications between the parties and any broker confirmation concerning the subject matter or in consideration hereof. This Agreement shall not be modified, amended or supplemented unless mutually agreed by the parties, which agreement must be evidenced in writing. These GTC's shall apply except insofar as any such Section is inconsistent with any of the specific terms in a Confirmation, in which case, the Confirmation shall govern. For the avoidance of doubt, any repetition in a Confirmation of any Section or any part of such Section of these GTC's shall be for emphasis only and shall not by reason of such repetition exclude any other part of such Section or any other Section or any part thereof of the said GTC's.

34. Definitions

- 34.1. "Adequate Assurance of Performance" means either (i) an irrevocable stand-by letter of credit in a form and for a commercially-reasonable amount acceptable to the Secured Party opened or confirmed by a Qualified Institution acceptable to the Secured Party or (ii) cash or pre-payment in immediately available funds in a commercially-reasonable amount acceptable to the Secured Party, at the option of the party providing the Adequate Assurance, or (iii) another form of assurance mutually agreed by the parties;
- 34.2. "Affiliate" means, in relation to any person, an entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person;
- 34.3. "Agreement" means these GTC's (including, where applicable, the Attachments attached hereto) together with a Confirmation;
- 34.4. "Anti-Corruption Laws" means the (a) United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010 (as amended from time to time); and, (c) all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other person;
- 34.5. "API" shall mean the American Petroleum Institute;
- 34.6. "ASTM" shall mean ASTM International;

- 34.7. "Banking Day" means a day other than a Saturday or Sunday when federal banks are open for business in New York, NY;
- 34.8. "Bankruptcy Code" means Title 11 of the U.S. Code, 11 U.S.C. §§ 101 et seq., as amended from time to time;
- 34.9. "Barrel" means 42 U.S. Gallons at actual product temperature;
- 34.10. "Confirmation" means a confirmation setting forth the trade details of a Transaction between the parties either (i) in the form of an electronic confirmation and matched by the agreed upon electronic confirmation matching system or (ii) absent the ability to confirm a Transaction through an electronic confirmation matching system, by written confirmation;
- 34.11. "FCA" shall mean free carrier;
- 34.12. "Gallon" shall mean one U.S. liquid gallon containing two hundred and thirty-one (231) cubic inches at product actual temperature and at the vapor pressure of the liquid being tested;
- 34.13. "GTC's" shall mean these General Terms and Conditions for Yabucoa, Puerto Rico Truck Rack Products Sales – June 15, 2021;
- 34.14. "Month" shall mean a period commencing at 12:00 a.m. local time on the first day of a Gregorian calendar month and extending until 12:00 a.m. local time on the first day of the next succeeding Gregorian calendar month;
- 34.15. "Product" means any commodity or commodities bought or sold between the parties as identified in a particular Confirmation;
- 34.16. "Qualified Institution" means (i) the U.S. office of a commercial bank or trust company (which is not an Affiliate of either party) organized under the laws of the U.S. (or any state or political subdivision thereof), or (ii) the U.S. branch of a foreign bank (which is not an Affiliate of either party), in each case having assets of at least ten billion dollars (\$10,000,000,000), and having a credit rating of at least A- by Standard's & Poor's and at least A3 by Moody's;
- 34.17. "RBOB" shall mean reformulated blendstock for oxygenated blending;
- 34.18. "Restricted Jurisdiction" means a country, state, territory or region which is subject to comprehensive economic or trade restrictions under Trade Control Laws, which may change from time to time, applicable to either Party to the Agreement;
- 34.19. "Restricted Party" means any individual, legal person, entity or organization (i) targeted by national, regional or multilateral trade or economic sanctions under Trade Control Laws; or (ii) directly or indirectly owned or controlled or acting on behalf of such persons, entities or organizations and including their directors, officers or employees;
- 34.20. "RVP" shall mean Reid vapor pressure;
- 34.21. "Seller's Supplier" shall mean the terminal, pipeline, or other facility, from which Product will be loaded and/or any body, person, or company being a direct or indirect source of supply for Seller;
- 34.22. "Shell" shall mean Shell Trading (US) Company;
- 34.23. "Trade Control Laws" means any applicable trade or economic sanctions or embargoes, Restricted Party lists, controls on the imports, export, re-export, use,

sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of the European Union, the United Kingdom, the United States of America, and other government laws applicable to a Party to the Agreement;

- 34.24. "Transaction" means any purchase or sale of Product between the parties that is evidenced by a Confirmation that incorporates the GTC's.