



MTF CENTRAL AMERICA GUA S.A. GENERAL TERMS AND CONDITIONS FOR SALES

Purchases shall be initiated by Buyer by a purchase order sent by Buyer to MTF CENTRAL AMERICA GUA S.A./Seller. Orders will not be deemed to be accepted and shall not be accepted until acknowledged or confirmed by MTF CENTRAL AMERICA GUA S.A. Subject to a Force Majeure Event (as defined below), MTF CENTRAL AMERICA GUA S.A. will make commercially reasonable efforts to deliver the fluid or products ("products") on or before any delivery deadline dates or scheduled dates in the purchase order

Except as expressly agreed by MTF CENTRAL AMERICA GUA S.A. in a formal contract signed by its Manager, VP or CEO, all sales of the products are made subject to and conditioned on Buyer's acceptance of these General Terms and Conditions for Sales of products. The order confirmation from MTF CENTRAL AMERICA GUA S.A. together with these General Terms and Conditions for Sale of products will constitute the parties' entire agreement of sale ("Agreement"). If the purported terms or conditions in any emails, notes, texts, invoices, bills of lading, or any purchase orders received from Buyer are contrary to, or in conflict with these General Terms and Conditions for Sales of products, then the provisions of these General Terms and Conditions for Sales of products will control.

Appendix A contains supplemental provisions to govern when the delivery of the product is to a ship or barge or from a ship or barge.

1. DELIVERY, RISK OF LOSS, AND MEASUREMENT

1.1 The product will be delivered to Buyer by the delivery method and the shipping terms (using Incoterms 2020) specified and agreed to by MTF CENTRAL AMERICA GUA S.A. The risk of loss or damage to the product will pass to Buyer, in accordance with the method of delivery and the relevant Incoterm, at which point MTF CENTRAL AMERICA GUA S.A.'s responsibility will cease. In the case of non-marine deliveries, such risk of loss will transfer when the product enters the receiving equipment of the truck or tank car. In the case of a book, stock or inventory transfer, risk of loss will transfer on the date of the transfer. Title to the products will transfer to Buyer at the same moment as risk of loss unless otherwise agreed by the parties.

1.2 **Loss or Damage.** In the event MTF CENTRAL AMERICA GUA S.A. or Buyer causes loss or damage to the product during delivery or receipt, the preceding title and risk of loss provisions will not apply. Instead, the party causing the loss or damage will pay for any loss or damage to the product regardless of the physical location or timing of the loss or damage.

1.3 **Failure to Take Delivery.** Notwithstanding anything in this Agreement to the contrary, if Buyer fails to unload or take delivery of all product made available during the delivery and more than five gallons is left on or in the trailer or other delivery vehicle, Buyer waives any guarantees or warranties of the product left on or in such vehicle and it is the Buyer's responsibility to assume all additional handling, transportation, packaging, storage, or disposal charges associated with removing said product from the delivery vehicle.

1.4 **Buyer's Carriers and Vendors.** If Buyer's nominated or designated carrier fails to arrive at and timely depart from the terminal or loading location during a designated or scheduled loading window, Buyer shall be responsible for all charges and costs that may be imposed by the terminal or loading location. If Seller is required to pay such charges and/or costs, it shall invoice them to Buyer plus a 20% administrative fee. Any other cost or expense imposed on or charged to Seller as a result of action or



inaction by Buyer or Buyer's carriers or vendors shall be charged to Buyer, plus a 20% administrative fee. Any other cost or expense imposed on or charged to Seller because of action or inaction by Buyer or Buyer's carriers or vendors shall be charged to Buyer, plus a 20% administrative fee. Such costs or expenses may include, but are not limited to, Buyer's failure to timely provide notice of cancellation or change for equipment like ISOs and flexis.

1.5 Measurement. Each tank truck and/or tank car will be weighed immediately before and immediately after loading of the product to determine the weight of product delivered in pounds or Metric Tonnes. If a scale is not available, the operator of the loading facility will read meters located at or near the delivery point to determine Bill of Lading volume for each delivery of product into tank trucks and/or tank cars. When an independent inspector is engaged for purposes of determining quantity, all quantity determinations as made by that independent inspector will be used for the invoice figures and such determinations will be final and binding on both parties unless there exists fraud, willful misconduct, or manifest error. Unless otherwise provided in the Order and agreed to by MTF CENTRAL AMERICA GUA S.A., each party will pay one-half of the independent inspector's fees and charges.

1.6 Standards. The density listed on MTF CENTRAL AMERICA GUA S.A.'s certificate of analysis shall be used as the standard for all measurements related to such product. All volumes of delivered products will be corrected for temperature to 60 degrees Fahrenheit in accordance with the expansion coefficients set forth in Attachment 2. The term "barrel" means 42 U.S. gallons of 231 cubic inches per gallon. All measurements and/or quality tests will be made in accordance with the latest standards or guidelines published by the American Petroleum Institute (API) in the Manual of Petroleum Measurement Standards (MPMS) or as published by the American Society for Testing and Materials (ASTM); provided, however, that in the event a governmental agency with jurisdiction requires a certain standard of measurement to be utilized in a given situation, that standard shall be used. All scales or meters used for measurements will be certified as accurate within the time required by applicable law, but in no event more than 90 days immediately prior to the time of each delivery. The scale or meter operator will, upon request, allow the other party to review and copy relevant scale or meter proving records.

1.7 Right to Witness. Each party is entitled to have its representatives present during all loadings, unloadings, tests, and measurements involving products delivered hereunder. Both parties agree that their agents, representatives and employees will comply with all restrictions and safety regulations of the other party when such persons are on the premises of the other party's designated facility and have been informed of such restrictions and safety regulations.

1.8 Rejection. Buyers will have the right to reject some or all any delivery that it reasonably believes is off-specification or does not conform to MTF CENTRAL AMERICA GUA S.A. descriptions and hold such product for MTF CENTRAL AMERICA GUA S.A.'s inspection. MTF CENTRAL AMERICA GUA S.A. will promptly investigate and if the product is off-specification, MTF CENTRAL AMERICA GUA S.A. will arrange for proper disposal of the product and either reimbursement of cost of the product or replacement of the product per Article 5. Either party may decline to load, unload, or permit loading or unloading of any equipment which is reasonably determined to be contaminated, not suitable for carrying product, not approved by vetting entities of either party, or not in compliance with any governmental health, environmental, or safety regulation.

2. CREDIT AND PAYMENT TERMS

2.1 Financial Responsibility. If, in MTF CENTRAL AMERICA GUA S.A.'s sole judgement, Buyer's financial



responsibility or status is unsatisfactory, MTF CENTRAL AMERICA GUA S.A. reserves the right to, (i) offset or deduct against any amounts due to Buyer, (ii) require financial security from Buyer in the form of a letter of credit, parent guaranty, personal guaranty or other form of security, (iii) require advance cash payment for deliveries, (iv) change the payment terms, (v) stop shipments, or (vi) reduce the credit terms. Any credit limit available to Buyer is at the sole discretion of MTF CENTRAL AMERICA GUA S.A. If for any reason the loading or discharge, as the case may be, of the delivery vehicle will not take place within the period for such loading or discharge referred to in a letter of credit, Buyer shall either obtain an extension of such period or provide a new letter of credit in terms acceptable to Seller. Nothing in this subsection shall relieve Buyer of its obligation to pay all invoices in full when due.

2.2 Invoices. Buyer will pay all invoices in full according to the payment and credit terms without offset or deduction. When the due date falls on a Saturday or on a weekday (other than a Monday), which is not a business day, then the payment will be made on the nearest preceding business day. When the due date falls on a Sunday or on a Monday, which is not a business day, then such payment will be made on the next business day. Any amount not paid when due shall bear interest from the due date (inclusive) until the date full payment is received by MTF CENTRAL AMERICA GUA S.A. (exclusive) at a rate equal to the lesser of (a) one percent (1%) above the prime rate in effect at the opening of business on the due date as quoted in the "Money Rates" section of the Wall Street Journal and (b) the maximum rate of interest permitted under applicable law.

2.3 Invoice Date; Load Date. Buyer acknowledges and agrees that MTF CENTRAL AMERICA GUA S.A.'s invoice date is predicated upon the applicable load date of the Product for transportation from the terminal, facility, or site. The load date shall be the date on which the Product is loaded for shipment, including, without limitation, the date a truck is loaded and weighed at a tank terminal or other loading location, as evidenced by the applicable bill of lading, scale ticket, loading ticket, terminal record, or other shipment documentation. Buyer further agrees that payment terms and due dates shall run from the invoice date based on such load date, regardless of the date Buyer receives the invoice, unless otherwise expressly agreed in writing by MTF CENTRAL AMERICA GUA S.A.

2.4 Collection. If MTF CENTRAL AMERICA GUA S.A. is required to institute proceedings to collect any sum validly due and owing by Buyer, Buyer will reimburse MTF CENTRAL AMERICA GUA S.A. for all collection costs and reasonable attorneys' fees incurred by MTF CENTRAL AMERICA GUA S.A.

3. SAFETY AND HEALTH COMMUNICATIONS

MTF INTERNATIONAL LLC will provide Buyer with Safety Data Sheets for the products sold hereunder, which are consistent with the Occupational Safety and Health Administrations Hazard Communications standards. Buyer will disseminate the Safety Data Sheets to all its employees, contractors, agents, and customers who need to know the information in the Safety Data Sheets with respect to handling, transporting, storing, disposing or using the products.

4. LIMITED WARRANTY

4.1 MTF CENTRAL AMERICA GUA S.A. warrants that: (i) MTF CENTRAL AMERICA GUA S.A. has good and marketable title to the products sold hereunder free and clear of liens, claims, and encumbrances; (ii) the products conform to the applicable specifications and descriptions; and (iii) the products were manufactured, blended, packaged, and labeled in accordance with all applicable laws, regulations, and permits. OTHER THEN THE FOREGOING, MTF CENTRAL AMERICA GUA S.A. MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY



PARTICULAR PURPOSE. MTF CENTRAL AMERICA GUA S.A. MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY OF THE PRODUCTS FOR BUYER'S INTENDED USE, APPLICATION, SALE OR MARKETING. BUYER IS SOLELY RESPONSIBLE FOR THE SELECTION OF PRODUCTS AND THE DETERMINATION OF THE SUITABILITY OF THE PRODUCTS FOR USE, SALE, MARKETING OR OTHER APPLICATIONS.

4.2 MTF CENTRAL AMERICA GUA S.A. EXPRESSLY DISCLAIMS ANY WARRANTY AGAINST INFRINGEMENT OF ANY PATENT.



5. LIABILITY AND INDEMNITIES

5.1 Title and Risk of Loss. Buyer assumes all responsibility and liability for injuries or damage caused by the products (including loss or damage to the products themselves) after delivery of the products to Buyer.

5.2 Buyers' Indemnification. Buyer shall defend, indemnify and hold MTF CENTRAL AMERICA GUA S.A., its officers, directors, employees, agents, and its parent companies, affiliated companies, and subsidiaries harmless from and against any demands, claims, suits, actions, judgments, damages, liabilities, losses, costs or expenses, including reasonable attorney's fees, arising out of, or relating to any bodily injury, disease or death of persons (including Buyer or employees of Buyer) or loss or damage to property (including Buyer's property) caused by (i) Buyer's breach of any provision of these General Terms and Conditions for Sale of products (ii) Buyer's acts or omissions after delivery of the products to Buyer (and the acts and omissions of its carriers, agents, and contractors) arising out of or related to the transportation, handling, storage, sale, or use of the products, or (ii) Buyer's advice or warnings to its customers on the proper transportation, handling, storage, or use of the products if contrary to MTF CENTRAL AMERICA GUA S.A. warnings or Buyer fails to provide such warnings.

5.3 Limitation of Liability. MTF CENTRAL AMERICA GUA S.A. ENTIRE LIABILITY TO BUYER FOR ALL LOSSES, INJURIES, OR DAMAGES FROM ANY CAUSE WHATSOEVER IS LIMITED TO BUYER'S ACTUAL, DIRECT DAMAGES CAPPED AT THE VALUE OF THE PRODUCTS DELIVERED HEREUNDER ON WHICH THE CLAIM IS BASED. IN NO EVENT WILL MTF CENTRAL AMERICA GUA S.A., ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, OR EMPLOYEES BE LIABLE TO BUYER UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER BASED IN NEGLIGENCE, STRICT LIABILITY OR CONTRACT FOR LOST PROFITS, LOST PRODUCTION, LOSS OF BUSINESS OPPORTUNITY OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES UNLESS DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF MTF CENTRAL AMERICA GUA S.A.

5.4 Time to Notify Claims. IN NO EVENT WILL MTF CENTRAL AMERICA GUA S.A. BE LIABLE TO BUYER FOR ANY CLAIM REGARDING THE QUANTITY AND QUALITY OF ANY DELIVERY UNLESS SUCH CLAIM HAS BEEN SUBMITTED TO MTF CENTRAL AMERICA GUA S.A. WITH FULL DETAILS OF THE SPECIFIC FACTS ON WHICH THE CLAIM IS BASED AND SUPPORTING DOCUMENTATION WITHIN 15 DAYS OF THE DATE OF DELIVERY. IF SUCH CLAIM IS NOT MADE AS SPECIFIED IN THIS SECTION 5.4, IT WILL BE DEEMED WAIVED AND FOREVER BARRED.

5.5 Statute of Limitations. ANY ACTION BY BUYER ARISING FROM THIS AGREEMENT MUST BE FILED IN WRITING WITHIN TWO YEARS FROM THE DATE OF INCIDENT FROM WHICH SUCH ACTION ARISES OR IT WILL BE DEEMED WAIVED.

6. NON-PERFORMANCE

6.1 Default. An "Event of Default" will be deemed to occur upon one or more of the following events:

- (a) Either party fails to make a payment when due under this Agreement within three (3) business days following receipt of the other party's demand; or
- (b) Either party fails to perform or repudiates any material obligation to the other party under the Agreement or breaches any representation, covenant, or warranty in any material



respect under this Agreement that, if capable of being cured, is not cured to the satisfaction of the other party in its sole discretion, within five business days following receipt of notice to such party that corrective action is needed.

If an Event of Default occurs, then the performing party may designate an early termination date by giving notice of same to the defaulting party and, upon such designation, will terminate, liquidate, accelerate and otherwise close out all transactions under this Agreement. The performing party's rights under this Section 6.1 are in addition to, and not in limitation or exclusion of, any rights of setoff, recoupment, combination of accounts, liens or right to damages, which it may have whether by agreement, operation of law or otherwise. No delay or failure by the performing party to exercise any right or remedy shall constitute an abandonment of such right or remedy at any time after an Event of Default has occurred or is continuing.

6.2 Liquidation and Close-out. The parties understand and agree that the transactions contemplated by these General Terms and Conditions for Sales of products are forward contracts as defined in 11 USC §101(24) United States Bankruptcy Code. In the event a party is the subject of a voluntary or involuntary bankruptcy filing in United States bankruptcy courts, the other party ("Liquidating Party") will have the immediate right to liquidate and close out the Agreement and any other pending forward contracts between the parties regardless of whether the Liquidating Party is MTF CENTRAL AMERICA GUA S.A. or Buyer by calculating the difference in price for product sold under the Agreement and the prevailing market price for the product or the commercially reasonable equivalent for the product as published in an industry publication multiplied by the remaining quantities to be delivered. The liquidation balances will be netted to a single sum. If the single sum is positive, the defaulting party will pay the Liquidating Party in US dollars by wire transfer in immediately available funds within 24 hours after receiving notice of the results of the calculation.

6.3 No Prejudice. The exercise by either party of any right reserved under this Article 6 will be without prejudice to any claim for damages or any other right under this Agreement or applicable law.

6.4 Setoff. In addition to, and in furtherance of rights granted to MTF CENTRAL AMERICA GUA S.A. under this Agreement or under common law, in the event Buyer fails to make timely payment of any monies due and owing to the other party, MTF CENTRAL AMERICA GUA S.A. may offset any deliveries or payments due under this Agreement or any other agreement between the parties. The word "party" for the purpose of this paragraph shall include each party and its affiliates (including, but not limited to, both parent and subsidiary corporate entities).

7. FORCE MAJEURE AND ALLOCATION

7.1 Force Majeure. A party will be relieved from liability for non-performance or delay in performance, except for payment for products previously delivered, arising out of causes beyond its control, including strike, lock-out, labor dispute, shortage of labor, fire, explosion, Acts of God, floods, hurricanes, tropical storm, tornado, ice, blizzard, lightning, earthquakes, drought, epidemics or pandemics, riot, war (declared or undeclared), terrorism, civil war, sabotage, piracy, embargo, acts of the public enemy, actions of governments, voluntary or involuntary compliance with any law, order, regulation or any governmental authority, failure of equipment normally used by MTF CENTRAL AMERICA GUA S.A. for manufacture or transporting the products, or unavailability restrictions on the use of harbors, mooring facilities, docks, ports, or pipelines, or inability to obtain raw materials, natural gas or electricity for the



product manufacturing plant or storage facilities. In no event will MTF CENTRAL AMERICA GUA S.A. be required to purchase products from an alternative source in order to deliver to Buyer.

7.2 Allocation. Whether due to an event of Force Majeure or otherwise, if MTF CENTRAL AMERICA GUA S.A. faces product shortages, it may allocate production and existing product inventory among customers in its reasonable discretion, including by taking into consideration the length of its relationship with customers and the volumes previously purchased by customers. In no event will MTF CENTRAL AMERICA GUA S.A. be required to purchase products from an alternative source in order to deliver to Buyer.

8. EXPORT

8.1 Exporter of Record. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IF THE PRODUCT COVERED BY THIS AGREEMENT WILL BE EXPORTED FROM THE UNITED STATES OF AMERICA, A US BUYER WILL BE THE "EXPORTER OF RECORD" AS THAT TERM IS USED BY CUSTOMS AND BORDER PROTECTION ("CBP") AND/OR THE US BUREAU OF INDUSTRY AND SECURITY ("BIS") AND BUYER WILL COMPLY WITH ALL REGULATIONS (INCLUDING THOSE RELATED TO REPORTING, FILING AND RECORD KEEPING OF CBP AND/OR THE BIS. IF BUYER IS A NON-US ENTITY, THEN MTF CENTRAL AMERICA GUA S.A. WILL BE THE "EXPORTER OF RECORD" AND HAVE THE FOREGOING OBLIGATIONS.

8.2 Free Trade Agreements. For all products sold which is manufactured by MTF CENTRAL AMERICA GUA S.A. and which is eligible and qualified under a Free Trade Agreement between the US and another country, MTF CENTRAL AMERICA GUA S.A. will provide Buyer with a properly completed and valid Certificate of Origin for such Free Trade Agreement, if requested in writing by Buyer. MTF CENTRAL AMERICA GUA S.A. will make reasonable efforts to provide a Certificate of Origin for all product which is commingled (i.e., not all was eligible and qualified under the subject Free Trade Agreement), but MTF CENTRAL AMERICA GUA S.A. will have no obligation to do so.

8.3 Restrictions on Product. The parties shall perform this Agreement in compliance with applicable economic sanctions laws or regulations that apply to the parties and the products, including but not limited to the U.S. and E.U. economic sanctions laws and regulations. Neither party shall be obliged to perform any obligation under this Agreement if performing such obligation would not comply with, would violate, would be inconsistent with, or would expose such party to punitive measures under any laws or regulations applicable to the parties relating to export control and/or international economic sanctions. In this event, such party (the "Affected Party") shall, as soon as reasonably practicable, give written notice to the other party of its inability to perform. Once such notice has been given, the Affected Party may either (i) suspend the performance of the affected obligation under this Agreement until the Affected Party may lawfully discharge such obligation; or (ii) terminate this Agreement where the Affected may not lawfully discharge such obligation. Buyer represents and warrants that it will not deliver any product to be exported or transshipped to or through any country or location on which comprehensive economic sanctions have been imposed by the United States or the European Union, nor will it sell or deliver any product to any person or entity under any form of economic sanctions imposed by the United States or the European Union.



9. TAXES

9.1 Buyer's Taxes. Buyer will pay all taxes, duties, value added tax, fees, or other charges imposed or assessed by governmental or regulatory bodies with respect to product delivered under these General Terms and Conditions for Sales of products, the taxable incident of which occurs at the time of transfer or after transfer of title to the product to Buyer. Buyer will reimburse MTF CENTRAL AMERICA GUA S.A. for all US federal, state, and local sales, use, gross receipt, and other excise taxes or fees which are imposed by law on MTF CENTRAL AMERICA GUA S.A.

9.2 Exemptions. If Buyer is exempt from paying sales or excise taxes, then Buyer will execute appropriate exemption certificates and provide MTF CENTRAL AMERICA GUA S.A. with such certificates and other necessary documents to verify such exemption. If Buyer fails to promptly supply such exemption certificates and other verifying documents, it shall be deemed to not be exempt from the taxes and will be responsible for any taxes accruing by virtue of such non-exemption.

10. MISCELLANEOUS

10.1 Preference. These General Terms and Conditions for Sales of products will govern and prevail over any terms and conditions attached to Buyer's purchase orders, shipping orders, delivery orders, e-commerce or electronic terms and conditions, or other writing between the parties, and all such other documents will be null and void.

10.2 No Waiver. No waiver by either party of any obligation, performance, breach, or default hereunder or of its failure to enforce any of the provision of these General Terms and Conditions for Sales of products will limit or waive the right of such party to enforce these General Terms and Conditions for Sales of products and compel strict compliance with each and every provision.

10.3 Jurisdiction. The Agreement and the parties' rights and obligations with respect to the transactions hereunder will be governed and construed according to the laws of the State of Texas without reference to principles of conflict of laws. WITHOUT LIMITING THE FOREGOING IN ANY WAY, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND THE UNIDROIT PRINCIPLES OF INTERENATIONAL COMMERCIAL CONTRACTS WILL NOT APPLY TO OR GOVERN ANY AGREEMENT MADE PURSUANT TO THESE GENERAL TERMS AND CONDITIONS FOR SALES OF PRODUCTS.

10.4 Assignment. Buyer will not assign or transfer this Agreement without the prior written consent of MTF CENTRAL AMERICA GUA S.A. Any such transfer or assignment will be void. This Agreement will be binding on successors and assigns of the parties.

10.5 Invalidity. If any part of these General Terms and Conditions for Sales of products is invalidated for any reason by a court of competent jurisdiction, such invalidation will not affect the validity of the rest of the General Terms and Conditions for Sales of products or any other part thereof.

10.6 Conflict of Interest. Each party shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the other party's best interests. This obligation shall apply to each party's activities in its relations with the other party's employees, representatives and their families, as well as their vendors, contractors, or consultants. Each party's efforts in this regard



shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans, or other considerations for the purpose of influencing individuals to act contrary to the other party's best interests.

10.7 Captions and Headings. The headings and captions to each of the various sections in these General Terms and Conditions are included for convenience or reference only and shall have no effect on, or be deemed as part of, the text.

10.8 Definitions and Interpretation. All references to "product" or "products" in these General Terms and Conditions for Sales of products refer to (1) MTF branded special fluids, which are low sulfur, low aromatic petroleum products made by de-aromatization of low sulfur middle distillates by catalytic hydrogenation and distillation into various cuts. The singular will include the plural, and the plural will include the singular, and any gender will include all other genders, all as the meaning and context requires. The word "Include" and its derivatives mean "including but not limited to" and its corresponding derivative expressions.

APPENDIX A MARINE PROVISIONS

1.0 Definitions

1.1 "Berth" means any berth, dock, anchorage, sea terminal, single point or other mooring facility, submarine unloading line or other place including alongside lighters or other Vessels in which the product may be discharged or loaded.

1.2 "Inland Barge" means a barge that normally traverses only inland and intercoastal waterways.

1.3 "Terminal" means the refinery or terminal facilities delivering or receiving the product.

1.4 "Terminal Party" refers to the party responsible for delivery of the product to the Vessel at the Terminal or receipt of the product from the Vessel at the Terminal.

1.5 "Vessel" means any ocean-going barge, Inland Barge, tow or tanker carrying (or proposed to carry) product, whether owned or chartered.

1.6 "Vessel Account" means the responsibilities, duties, rights and liabilities of the Vessel, and are intended to include not only the Vessel itself, but also the owner, operator, master, or agent, as applicable.

1.7 "Vessel Party" refers to the party nominating the Vessel under the Agreement for purposes of receiving product from the Terminal or delivering product to the Terminal.



2.0 Delivery, Transfer of Risk. Risk of loss or damage to the product will pass to Buyer, in accordance with the method of delivery and the relevant Incoterm, at which point MTF CENTRAL AMERICA GUA S.A. responsibility will cease:

(a) in the case of marine FCA, FAS, FOB, CPT, CIP, CFR and CIF deliveries, when the product passes the inlet flange connection between the delivery hose and the permanent hose connection of the vessel at the loading terminal.

(b) in the case of marine DAP or DDP deliveries, when the product passes the flange connection between the permanent cargo discharge manifold of the vessel and the receiving hose at the discharge terminal; provided, however, in the event of lightering undertaken on behalf of or by the Buyer, title to the product and risk of loss or damage (including without limitation, all liabilities with respect thereto) will pass to the Buyer when the product passes the flange connection between the lightering vessel's receiving hose and the mother vessel's permanent cargo discharge manifold.

3.0 Measurement. A mutually acceptable independent inspector will hand gauge and record static shore-tank measurements immediately before and after delivery of product to determine the quantity delivered. If, (a) the shore tank has less than one foot of product before receipt of product, (b) the independent inspector cannot verify the shore tank measurements prior to or after delivery, or (c) the independent inspector determines the shore tank measurements are inaccurate or unrepresentative of the volume delivered, then the quantity delivered will be determined by the manifested vessel quantity (OBQ) less the ROB (which is the remaining OBQ after delivery at the discharge port) adjusted for vessel or barge load experience factors, if available. All quantity determinations as made by the independent inspector will be used for the invoice figures and such determinations will be final and binding on both parties unless there exists fraud, willful misconduct or manifest error. Unless otherwise provided in the Order, each party will pay one-half of the independent inspector's fees and charges. If relevant shore tank measurements are not available, but appropriate meters are available at the delivery points, the operator of the facility will read the meters at the time of delivery to determine the volume of Product delivered.

4.0 Vessel Berths.

4.1 The Terminal Party will make reasonable efforts to provide a safe Berth to which Vessels may proceed, at which they may safely lie, and from which they may depart safely afloat. The Terminal Party will attempt to berth all Vessels on an equal basis with all other Vessels arriving at the port to load or discharge in order of rotation by receipt of notice of readiness by the Terminal. Notwithstanding anything to the contrary herein, the Terminal Party will not be deemed to warrant the safety or draft of public channels, fairways, approaches, anchorages thereto, or other publicly maintained areas in or outside the port area where the Vessel may be directed. It will be the absolute responsibility of the Vessel Party to acquaint itself and comply with the requirements of the port current at the relevant time.

4.2 All dues and other charges on the Vessel Party at the Terminal, other than those defined by mutually agreed upon charter party form as being for the Vessel owners' account, will be borne by the Terminal Party. These fees, however, will be charged to Vessels that cause unreasonable delays or expenses.



4.3 All Vessels will comply with the draft restrictions of the port. If a lightering operation is required for the Vessel to meet the draft restriction, the Vessel Party and/or the Vessel owner are obligated to provide such lightering operation and at the expense of the Vessel Account.

5.0 Vessel Nomination.

5.1 Vessel Party will nominate, for Terminal Party's acceptance, each Vessel it intends to use hereunder. Each nomination will be in writing and made not less than five business days prior to the expected time of arrival ("ETA") of such Vessel at the Terminal. Each nomination will specify, at minimum: (a) the name of the Vessel, the date built and flag; (b) the quantity to be loaded or offloaded; (c) Q88 duly complete; (d) compliance with ISPS Code Requirements; (e) origin of the product; (f) details of other cargoes that will be on board; (g) presentation clause; (h) the product carried on the Vessel on each of its three previous voyages; (i) the vessel/charterer's agent at the Terminal; (j) the demurrage rate/allowed laytime; (k) the ETA at the Terminal; (l) (for barges only) a piping diagram of the Vessel showing valves for loading; and (m) (for barges only) a certificate of insurance acceptable to Seller. Any Vessel nominated hereunder will be capable of discharging a full cargo within 24 hours or maintaining pressure of 100 psi (or 7 bar) at Vessel's rail.

5.2 Vessel(s) nominated by the Vessel Party will be subject to the Terminal Party's approval, which will not be unreasonably withheld. Terminal Party will approve or reject the nominated Vessel within two business days following receipt of Vessel Party's nomination. The party rejecting the Vessel will not be liable for any loss or damage, direct or indirect, which the Vessel Party may suffer as a result. Acceptance of any Vessel will not constitute a continuing acceptance of such Vessel on subsequent loadings and discharges. If a Vessel is rejected by the Terminal Party, the Vessel Party will be required to nominate another suitable Vessel. If a Vessel is accepted by the Terminal Party, the Vessel Party may substitute for another suitable vessel of the same type and size without obtaining the approval of the Terminal Party but must notify the Terminal Party of the substitution as soon as possible. Any nomination of a substitute Vessel differing in type or size will be made no later than five business days prior to the Vessel's arrival at the Terminal. A Vessel nomination that has been accepted by the Terminal Party is not superseded until a substitute Vessel nomination has been accepted by the Terminal Party.

5.3. All nominated Vessels will be USCG approved and will comply with these Marine Provisions. The Vessel will comply with the regulations, procedures and any restrictions of the Terminal. Vessel Party warrants that it will ensure the Vessel carries a certificate of insurance for the insurance required herein.

5.4 If a Vessel is subject to the provisions of the U.S. Maritime Transportation Security Act of 2002 ("MTSA"), where applicable, it must comply with the requirements of the International Ship and Port Facility Security Code and the relevant amendments to Chapter XI of SOLAS ("ISPS Code") and MTSA. Notwithstanding any prior acceptance of the Vessel, if at any time prior to the Vessel's arrival at the Terminal, it ceases to comply with the requirements of the ISPS Code or the MTSA and is required to so comply, (i) then the Terminal Party will have the right not to berth such nominated Vessel and any demurrage resulting will not be for the account of the Terminal Party, and (ii) the Vessel Party will be obligated to substitute such nominated Vessel with a Vessel that complies with the requirements of the ISPS Code and MTSA.



6.0 Vessel Status.

6.1 The Terminal Party will be further notified of the ETA 72, 48, 24, and 6 hours in advance of arrival in accordance with the standard reporting procedure at the Terminal. After the 24-hour ETA notice is issued, the Terminal will be immediately notified when a scheduled arrival time changes by plus or minus six hours or more. After the 6-hour ETA notice, the Terminal will immediately be notified when a scheduled arrival time changes by plus or minus 2 hours or more.

6.2 Notwithstanding the provisions of Section 6.1 above, with respect to Inland Barge's only, the Terminal Party will be notified of the ETA 5 business days in advance of arrival. The Terminal

6.3 The Vessel may be required to send the Terminal answers to critical pre-berthing questions at least 48 hours prior to the ETA. The Terminal will provide these pre-berthing questions to allow the Vessel a reasonable time to respond.

6.4 Notice of Readiness. After the ocean-going barge or tanker arrives at the customary anchorage or other place of waiting and is in all respects ready to proceed to the Berth and commence loading, the master or the agent will tender Notice of Readiness ("NOR") to the Terminal by telex, wireless, or telephone or other agreed upon electronic means of communication. Such notice will not be given until after the Vessel has received all port clearances. The Terminal Party will not be under any obligation to commence loading or unloading prior to 0600 hours (local time) on the first day of the laycan.

7.0 **Laycan.** The Vessel Party will nominate a 10-day laycan at least 10 calendar days prior to the delivery date window agreed upon by the parties. Ten calendar days prior to the beginning of the nominated laycan, the Vessel Party will narrow the initial 10-day laycan to a 5-day laycan within the initial 10-day laycan. Five days prior to 5-day laycan, the Vessel Party will narrow the 5-day laycan to a 3-day laycan within the 5-day laycan. The Terminal Party will not be responsible for any waiting time and/or demurrage if the Vessel tenders NOR after the 3-day laycan. For Inland Barges, the Vessel Party will nominate a 3-day laycan at least 5 days prior to the first day of the laycan.

8.0 **Pumping.** The Vessel will be capable of pumping a full cargo within in the case of Vessels having parcels of 5.000 MT or less at a speed of minimum 275 MT/Hr. or in all other cases, 400 MT/Hr.; or maintaining pressure of 100psi (or 7 bar) at the Vessel's rail, receiving facilities permitting.

9.0 Laytime.

9.1 Allowed laytime will be calculated as follows:



Vessel	Barrels Time/Hours	
Inland Barges	10,000	10
	20,000	12
	40,000	24
Ocean Barges	Per Charter Party Agreement	
Tankers	Per Charter Party Agreement	

9.2 Laytime will not commence prior to the laycan stipulated in the nomination except with the consent of the Terminal Party. In such case, laytime will commence when the Vessel is secured all fast to the Berth. Laytime for Vessels (except Inland Barges) tendering NOR within the laycan days stipulated will commence either (i) 6 hours after NOR is tendered or (ii) when the Vessel is secured all fast to the Berth, whichever occurs first. Laytime for Vessels tendering NOR after the laycan nominated will commence when the Vessel is secured all fast to the Berth. Laytime for Inland Barges tendering NOR within the laycan nominated will commence when the Inland Barge is ready to proceed to the Berth. If NOR is tendered prior to, or after the laycan, laytime for Inland Barges will commence when all fast to the Berth.

9.3 When a Vessel is loaded or discharged at a public dock laytime shall commence when the Vessel is all fast to the Berth. The Terminal Party will not be responsible for any delays or demurrage incurred while waiting for a Berth.

9.4 Time consumed for the following will not count as used laytime:

9.4.1 Time consumed by the Vessel in moving from port anchorage or fleeting area to the Berth, including waiting for tide, traffic, or daylight or free pratique;

9.4.2 Preparing for and handling or shifting of ballast, bilges, slops, or other substances or bunkering when not done concurrently with loading or unloading;

9.4.3 Any time consumed in interruption of cargo transfer operations due to Vessel's requiring separate and/or additional tank gauges, Vessel's mechanical problems, or Vessel's failure to comply with the Terminal's Regulations (defined below);

9.4.4 Delay due to prohibition of cargo transfer any time by the Vessel, the owner, the operator of the Vessel, or by port or other governmental authorities, unless such prohibition is caused by the Terminal's failure to comply with applicable laws or regulations;

9.4.5 Delays due to the failure of Vessel to (i) have any required certificates (including those in Section 11(c)), (ii) comply with United States Coast Guard regulations (or hold the necessary waiver if not in compliance) including the requirements of the ISPS Code, or (iii) have other required documentation;

9.4.6 Delays due to awaiting Customs and Immigration clearance, if applicable, and product quality tests;



9.4.7 Any delay caused by strike, lockout, stoppage or restraint of labor of the master, officers and crew of the Vessel, towboat or pilots; or

9.4.8 Any delay for which the Vessel, her master or crew, is responsible.

9.5 When sale of product to Buyer is EXW, FOB, or FCA, Buyer shall bear all risk and any cost caused by conditions not reasonably within the Terminal's control, including weather delays caused by fog, waves, swells, storms, wind, or lightning. For all other sales, any delay in reaching or clearing the Berth caused by conditions not reasonably within the Terminal's control, including weather delays caused by fog, waves, swells, storms, wind or lightning will be considered one-half time on allowed laytime or one-half time on demurrage.

9.6 Laytime will cease for tankers and oceangoing barges when the cargo hose/arm is disconnected. If the Vessel is an Inland Barge, laytime will cease when the Inland Barge is released by the Terminal. The Vessel will vacate the Berth expeditiously consistently with safe operating practices.

9.7 If the shipment is not loaded or discharged within the laytime allowed herein, the Terminal Party will pay demurrage to the Vessel Party, in U.S. dollars, in respect of the excess time at the appropriate rate per day (or pro rata for part of a day) as hereinafter specified, always provided that, if by reason of her own deficiencies the Vessel cannot maintain an average pumping rate as specified herein from the time of commencing pumping, any additional time used solely by reason of such deficiencies will be deducted in calculating the time (if any) in respect of which the Terminal Party is liable for demurrage. Demurrage will be payable by the Terminal Party for each running hour and prorated for each part of an hour that used laytime exceeds the allowed laytime at the following demurrage rates:

9.7.1 Tows, Inland Barges and ocean barges under 16,000 DWT, to be based on the rate specified in the Vessel's transportation contract or any previously negotiated rate between the parties.

9.7.2 Tankers and ocean barges 16,000 DWT and greater to be based on the current spot market unless otherwise specified in this Agreement. The existing charter party rate for tankers and ocean barges will be considered evidence of the current charter market.

9.8 Extra expenses incurred in shifting or anchoring of Vessels will be for the Terminal Party's account (unless the shifting or anchoring is due to Vessel's failure to comply with these Marine Provisions) with the time properly consumed in shifting counted as used laytime or as time on demurrage. If regulations of the Terminal prohibit handling the cargo at night, time so lost will not count as used laytime. In addition, expenses incurred for any shifting of the Vessel which is requested by the Vessel will be for the Vessel Account and the time consumed in shifting will not be counted as used laytime or time on demurrage.

10.0 Documentation of Demurrage Claims. Demurrage claims must be submitted in writing, with supporting documentation, within 90 days from the completion of loading or discharging, whichever is applicable. IF THE APPROPRIATE CLAIM IS NOT PROVIDED, TOGETHER WITH THE APPROPRIATE DOCUMENTATION, WITHIN THE SPECIFIED TIME, THE CLAIM WILL BE DEEMED FOREVER WAIVED AND BARRED. Demurrage claims will be accompanied by supporting documentation, including an invoice, copy of the Vessel's port and pumping logs signed by the master, copy of the charter party or third



party invoice, Statement of Facts, NOR documentation and used laytime statements, supported by actual invoice from the Vessel owner as well as such other supporting data as may be reasonably requested. The Terminal Party will not be obligated to pay more demurrage than that actually incurred by the Vessel Party. NO CLAIMS FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR NATURE WILL BE MADE BY EITHER PARTY RELATING TO DEMURRAGE.

11.0 Compliance with Law and Certificates. The Vessel Party warrants the following for ports in the United States:

- (a) Vessel is in full compliance with all applicable federal state, and local laws, regulations, and statutes and all applicable rules, regulations, requirements, restrictions, and procedures of the Terminal;
- (b) Vessel complies with the applicable requirements of the ISPS Code and the MTSA;
- (c) Vessel has on board all records, compliance letters, contingency plans or other documents required by law, regulation and/or statute including, but not limited to, the following
 - (i) Certificates issued pursuant to the Civil Liability Convention 1969 ("CLC") and pursuant to the 1992 protocols to the CLC, as and when in force;
 - (ii) Certificates issued pursuant to Section 1016(a) of the Oil Pollution Act of 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended in accordance with Part 138 of Coast Guard Regulations 33 CFR and any other applicable Coast Guard regulations; and
 - (iii) If subject to the MTSA, a Declaration of Security (DoS) for the appropriate authorities at the port;
- (d) Vessel has a Drug and Alcohol Policy, which meets or exceeds the US Coast Guard's rules and regulations governing drugs and alcohol related testing or the Oil Companies International Marine Forum (OCIMF) Guidelines;
- (e) Vessel is in full compliance with all laws, rules, and regulations pertaining to handling hazardous materials; and
- (f) Vessel has a fully operational closed loading and vapor recovery system that will be in good working order and condition and approved by the US Coast Guard.

12.0 Non-Compliance with Terminal Regulations.

12.1 Any Vessel not in compliance with the Terminal's rules, regulations, requirements, restrictions and procedures ("Terminal Regulations") may not be permitted to dock or may be asked to vacate the Berth. Any resulting costs and/or delays will be for the Vessel Account.



12.2 Failure of a Vessel's cargo operations, safety, or environmental systems after initial acceptance by the Terminal may be caused to immediately reject the Vessel, including notification to vacate the Berth until suitable repairs are made to return the equipment or systems to good working order. The Vessel must be re-accepted by the Terminal prior to the start or the resumption of discharge or loading.

12.3 Expenses incurred in effecting repairs will be for the Vessel Account and delays resulting from failure to comply with Terminal Regulations, vacating the Berth or repairs will not count as used laytime nor as time on demurrage.

13.0 **Insurance.** This provision will be applicable to the parties and will not affect any liability of the Vessel to third parties, including but not limited to, governmental authorities.

13.1 *Tankers and Oceangoing Barges.* Ocean tankers and oceangoing barges will have the following types and respective limits of insurance coverage:

(a) Collision liability insurance with limits equal to or greater than the full market value of the Vessel;

(b) Protection and Indemnity Insurance ("P&I Insurance") through a P&I Club which is a member of the International Group of P&I Clubs with scope and limits no less than are available under the rules of P&I Clubs entered into among the International Group of P&I Clubs, but in no event with limits for (i) liability for cargo loss/damage less than full value of the cargo and (ii) pollution liability less than US One Billion Dollars (\$1,000,000,000); and

(c) Excess Pollution Liability Insurance ("Excess Insurance") with limits no less than \$5,000,000 per occurrence.

13.2 *Inland Barges.* Inland Barges will have oil pollution insurance coverage in the US Two Hundred Million Dollars (\$200,000,000) through a P&I Club which is a member of the International Group of P&I Clubs.

13.3 The cost of the insurance required in this Article 13 (including all deductibles thereunder) will be borne by the Vessel owner and will be at no additional cost to the Terminal Party.