



TERMS and CONDITIONS

1. INTENT AND REFERENCE

These Terms apply to Product a Customer purchases for its own consumption and not for resale. Customer acknowledges and agrees that Aevitas Inc. shall sell such Product to Customer and Customer shall purchase and take Delivery of such Product from Aevitas Inc. in accordance with these Terms.

Customer acknowledges that Caltran C50 Insulating Oil Products are Licenced and Manufactured by Calumet Speciality Products Partners, L.P. (Manufacturer) and that Aevitas Inc. (Distributor) is acting as a Distributor under an Exclusive Distribution Agreement between said Parties, as fully disclosed on all marketing and technical publications. As such, Customer shall limit Claims, expressly set forth herein, to the appropriate Party.

CUSTOMER'S ORDER OR PURCHASE OF PRODUCT SHALL CONSTITUTE ITS ACCEPTANCE OF THESE TERMS IN TOTAL, TO THE EXCLUSION OF ANY CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY FORM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY STATEMENT, INVOICE, SALES ORDER, PURCHASE ORDER, OR OTHER DOCUMENT OR RECORD PROVIDED BY CUSTOMER.

2. DISTRIBUTOR'S COMMITMENT

(a) Aevitas Inc. (Distributor) warrants that Product is supplied in accordance to Manufacturer's specifications as stated in the product data sheet, including supply of Product packaged by pail, drum, IBC tote, and supply of non-Packaged Product by tank truck and rail car.

(b) Distributor does not provide any other guarantees or warranties as to the quality, use, function, or fitness.

3. MANUFACTURER'S COMMITMENT

(a) Calumet Specialty Products Partners, L.P. (Manufacturer) warrants that Product is supplied to the Product Specifications.

(b) Manufacturer to provide Certificate of Analysis for Product sold to Distributor.

(c) Manufacturer shall honour the terms of the Limited Warranty for the Products.

4. CUSTOMER'S COMMITMENT

(a) Payments/Taxes: Customer will pay for Products by the invoice due date. Customer will also pay all applicable taxes and duties imposed as a result of the manufacture, sale, transportation, or disposal of the Products. Customer will pay for any Customer caused demurrage or delays in unloading Product.

(b) Late Payments: Payments are due net 30 days from the invoiced date. Any payments not made to Aevitas Inc. when due shall be subject to a service charge of 2% per month (24% per year). Customer must notify Aevitas within 15 days of the invoice date if Customer disputes the amounts set forth in any invoice issued by Aevitas. Customer agrees to pay all of Aevitas' costs in collecting past-due amounts owed by Customer including reasonable legal fees and expenses.

(c) Credit: If Aevitas determines in good faith that Customer's financial condition is not acceptable to Aevitas, then Aevitas may, (i) notify Customer that Aevitas will defer shipments, (ii) accelerate the due date on all amounts owed to Aevitas under the Contract, (iii) require cash payments or other security for Customer's performance under the Contract, or (iv) cancel the sale.

(d) Responsible Practices: Customer will (i) familiarize itself with any product literature or information Aevitas provides, including the applicable SDS, (ii) follow safe handling, use, selling, storage, transportation, and disposal practices, including special practices as Customer's use of the Products require, and instruct its employees, contractors, agents, and customers in these practices and (iii) take appropriate action to avoid spills or other dangers to persons, property, or the environment. Aevitas may refuse to sell if Customer fails to comply with any of its commitments under this subsection 4d.

5. ORDER PLACEMENT LEAD TIMES

Orders shall be provided to Aevitas with lead times prior to the requested shipping date of at least twenty-eight (28) days for orders for railcars, seven (7) days for tank truck and three (3) days for packaged Product.

6. PRODUCT MEASUREMENT AND PURCHASE QUANTITIES



TERMS and CONDITIONS

The volume of Product sold to Customer will be based on measurements taken at the Manufacturer's or Distributor's facility through methods determined by these companies. Packaged Product to be sold based on capacity of package. Either company may supply an excess or deficiency of Product of up to 5% of the quantity ordered, and Customer agrees to accept and pay for the quantity supplied. The results of such measurements, in the absence of fraud or manifest error, are conclusive and binding as to the quantity of Product sold.

7. PRODUCT, PRICES AND SUPPLEMENTS

Prices shall be provided to Customer upon request and shall be subject to change upon Notice.

Unless otherwise stated by the Distributor or required by Law:

- (a) Prices for Packaged Product shall be "per package";
- (b) Prices for non-Packaged Product shall be "per litre";
- (b) Invoiced Prices for supply of Product shall be exclusive of all applicable Supplements;
- (d) Prices and Supplements shall be in Canadian currency.

Customer shall pay all Supplements directly to Distributor in addition to the Prices. Supply of Product to Customer, and which is a consequence of, or related to, any Law in force when Customer purchases or purchased Product, including, but not limited to, Aevitas Inc.'s obligations to make payments to an organization whose functions are associated with recovering or recycling or reclaiming used Product, its packaging / container, or both ("Used Product Organization"). Notwithstanding any payments of Levies to Aevitas Inc., if Customer transfers Product between provinces / territories, Customer may be subject to Laws regarding the Product, which may include or result in a liability to a Used Product Organization within the province / territory into which Customer transferred the Product.

8. PRODUCT QUALITY; WARRANTY DISCLAIMERS; CLAIMS; EXCLUSIVE REMEDIES

Distributor warrants to Customer that, upon Delivery, Product conforms to Manufacturer's specifications for such Product at its date of manufacture (the "Product Specifications").

Customer's claim for alleged Defective Product or Damaged Product (each a "Defect") shall be made by phone or facsimile or electronic mail as follows.

- (i) Defective Product: Within 10 (10) Business Days after Delivery.
- (ii) Damaged Product: Within two (2) Business Days after Delivery.

Aevitas Inc. shall be given a reasonable opportunity to investigate the alleged Defect. Customer's failure to comply with the foregoing in this paragraph shall operate as a waiver of any and all claims for Defect.

Notwithstanding any of the other Terms, Distributor's liability shall be subject to Customer:

- (a) complying with Manufacturer's written statements about Product handling, storage and shelf life, as provided or otherwise made available to Customer;
- (b) visually inspecting Product upon Delivery and before its use, or within ten (10) days upon Delivery, to identify a reasonably apparent possible Defect;
- (c) not blending or mixing Product with a different product (including, but not limited to, a different type, brand, or grade);
- (d) complying with Manufacturer's instructions, if applicable, or otherwise taking reasonable and prudent steps, to prevent or mitigate any loss or damage as a result of an alleged confirmed Defect.

Except for the limited warranty set out above in this Section, Aevitas Inc. makes no representations or warranties (express, implied, statutory or otherwise) regarding the Product.

Limitation of Remedies. CUSTOMER'S REMEDY FOR DEFECTIVE OR NONCONFORMING PRODUCTS IS LIMITED TO, AT DISTRIBUTOR'S OPTION, REPAIR OR REPLACEMENT BY DISTRIBUTOR WITHOUT ADDITIONAL CHARGE, OR IN LIEU THEREOF,



TERMS and CONDITIONS

DISTRIBUTOR MAY REFUND THE PURCHASE PRICE UPON CUSTOMER'S RETURN OF THE PRODUCTS AT DISTRIBUTOR'S EXPENSE (SUBJECT TO DISTRIBUTOR'S PRIOR WRITTEN APPROVAL). THE REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND NO OTHER REMEDY OR REMEDIES ARE AVAILABLE TO CUSTOMER. THE PARTIES AGREE THAT THE REMEDIES CONTAINED HEREIN ARE ADEQUATE REMEDIES.

9. **Manufacturer's Limited Liability.** NOTWITHSTANDING THE LIMITED WARRANTY, REGARDLESS OF THE CIRCUMSTANCES, COMPANY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, STATUTE, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED TWO TIMES THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH SUCH CAUSE AROSE. SUBJECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, LOST SALES, OR ANY OTHER COMMERCIAL LOSS, DAMAGE, OR EXPENSE, INCURRED BY THE OTHER OR ANY THIRD PARTY AS A RESULT OF THE PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

10. DELIVERY AND PRODUCT TITLE

Delivery occurs when Product passes, enters, or is set at, upon or within, as applicable, the receiving flange, pipe, hose, tank, vehicle, marine or stationary vessel, dock, warehouse, shipping container, railcar, rail spur or siding, other facility or equipment (without limit) (each a "Receiving Equipment"), or otherwise when Customer or its representative has possession or control of Product.

Risk of loss or damage and title to Product shall pass to Customer upon Delivery in Canada. In case of Defective Product or Damaged Product, risk of loss or damage and title to such Product shall remain with Customer until, if applicable, physical possession of such Product is transferred to Aevitas or its designated representative.

11. TRANSPORTATION MODE AND DEMURRAGE

The mode of delivery such as transport truck, rail car or other means will be determined by Aevitas. Customer will unload and return all transportation equipment to carrier promptly and in no event later than the tariff or contracted period free of detention charges. Aevitas may collect its standard detention charge, \$95 per day, for its rail equipment if held beyond 14 days. Transport truck is subject to disclosed detention and cancellation fee schedule as referenced in "Aevitas Transportation Accessorial Charges" document.

12. EXCUSED PERFORMANCE

(a) Each party's performance will be excused to the extent (i) there is any contingency, whether foreseen or unforeseen, beyond the reasonable control of Manufacturer, Distributor or Customer, which interferes with production, supply, transportation, or loading practices (including, without limitation, acts of war, sabotage or terrorism, or threats of any such act, floods, fire, hurricanes, cyclones, typhoons, tidal waves, accidents, public protest, breakage of equipment, governmental actions or legislation, or strikes, lockouts, or other labor difficulties), or (ii) Manufacturer is unable to obtain raw materials or energy on commercially reasonable terms.

(b) Settlement of strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party experiencing such situations and nothing herein shall require such party to settle industrial disputes by yielding to demands made on it when it considers such an action inadvisable.

(c) When performance is excused, Distributor may, at its option, cancel Customer's order with respect to undelivered Products or extend the delivery date for a period equal to the time lost because of delay. If Distributor elects to so cancel the order, then Aevitas shall be released of and from any and all liability for failure to deliver the Products.

13. INDENMITY

Customer will indemnify Aevitas and its affiliates, and each of its and their officers, directors, employees and agents, and will hold each of the same harmless from, all claims, damages, and related costs, including reasonable legal fees and expense.



TERMS and CONDITIONS

14. SELLER'S LIEN

In addition to any other liens and/or security interests granted by applicable law, Customer hereby grants to Aevitas a lien and security interest in the Products for the Contract price and all other amounts owing under the Contract until paid, wherever the Products are located.

15. ENTIRE AGREEMENT

These Terms and the payment terms, as may be amended by Aevitas, constitute the Parties' entire agreement. All representations, conditions, understandings and warranties regarding the subject matter of these Terms, whether past or contemporaneous, are merged herein or superseded hereby. Other than the payment terms, no contrary or additional terms and conditions in any form whatsoever shall apply to these Terms, notwithstanding any oral or written statement made or provided by either Party, including, but not limited to, any statement, invoice, sales order, purchase order, or other document or record.

16. GOVERNING LAW

These Terms shall be governed by and construed under the Laws of the Province of Ontario, including the Laws of Canada of general application therein (individually or collectively "Governing Law"), without regard to conflicts-of-laws principles that would require the application of any other law. Any action arising out of or relating to these Terms shall be brought in the appropriate Ontario court in the City of Toronto ("Court"). The Parties agree to irrevocably attorn to the exclusive jurisdiction of such Governing Law and Court. The Parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods, or any local legislation implementing such Convention.

17. NOTICES

A Notice shall be deemed properly given if in writing and (a) delivered by hand (including commercial delivery service), (b) sent by facsimile ("fax") or electronic mail ("email"), or (c) sent by mail, to the other Party's address or fax number or email below or as otherwise provided by that Party.

- To Customer: To the address or fax or email provided by Customer.
- To Aevitas: By hand or mail: Aevitas Inc., 46 Adams Boulevard, Brantford, Ontario N3S 7V2. By fax: 519-752-5235. By email: as provided to Customer.

Notice served by hand or fax or email shall be deemed to have been given one (1) Business Day after the date on which it is served, provided, if service is by fax or email, sender has proof of successful transmission to the other Party. Notice served by mail shall be deemed to have been given five (5) Business Days after the date on which it is postmarked. If there is an anticipated or actual postal disruption, Notice shall only be given by hand or fax or email. Either Party may at any time change its address for service by giving Notice in accordance with this Section. For the purpose of this Section, "Business Day" means a Day which is not a Saturday, Sunday or public holiday in the jurisdiction where a Party receives a Notice.

18. TRADEMARKS AND PRODUCT NAMES

The Customer does not have the right to use Calumet Specialty Products Partners, L.P. trademarks and product names unless authorized to do so in a separate written agreement.

18. LANGUAGE

The Parties confirm they wish these Terms to be in English. Les parties aux présentes confirment que c'est leur volonté que les présentes conditions soient rédigées en anglais seulement.