

**STANDARD CONDITIONS OF SALE – INNOSPEC FUEL
SPECIALTIES LLC (“Seller”)**

1. Seller warrants that the products or materials (hereafter “products”) delivered hereunder meet Seller’s standard specifications for the products or such other specifications as may have been expressly agreed to herein. SELLER MAKES NO OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN CONDITIONS 3 AND 4 HEREIN. Buyer assumes all risk and liability resulting from use of the products delivered hereunder, whether used singly or in combination with other products.

2. No claim of any kind, whether as to products delivered or for nondelivery of products, and whether or not based on negligence or other tort, shall be greater in amount than the purchase price of the products in respect of which damages are claimed; and failure to give notice of claim within sixty (60) days from date of delivery, or the date fixed for delivery (in the case of nondelivery), shall constitute a waiver by Buyer of all claims in respect of such products. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of Seller. Products shall not be returned to Seller without Seller’s prior permission, and then only in the manner prescribed by Seller. The remedy hereby provided shall be the exclusive and sole remedy of Buyer. In no event shall either party be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of such party.

3. Seller warrants that the use or sale of the products delivered hereunder will not infringe the claims of any United States patent covering the products themselves, but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process.

4. Seller warrants that all products delivered hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

5. No liability shall result from delay in performance, directly or indirectly caused by circumstances beyond the control of the party affected (“Force Majeure”), including, but not limited to, Act of God, fire, explosion, flood, war, act of war authorized by any Government, accident, labor trouble or shortage, inability to obtain material, equipment, or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no

obligation to purchase supplies of the products specified herein to enable it to perform this agreement. The Force Majeure condition and its impacts shall be remedied so far as reasonably practicable with reasonable dispatch, except that settlement of strikes, lockouts or other labor difficulties shall be wholly within the discretion of the party having the difficulty.

6. If this agreement covers product that must necessarily be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such products as have been completed and such as are in process on the date notice of suspension or termination is received by Seller, provided, that if Buyer for any reason cannot accept delivery of such products, it will make payment therefore as though delivery has been made and Seller will store such products for Buyer’s account and at Buyer’s expense.

7. If for any reason including, but not limited to, Force Majeure, Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

8. If any Government action should place or continue limitations on the price provided for in this agreement such that it would be illegal or against public or Government policy for Seller to charge, assess or receive the full amount of or to increase such prices as determined by this agreement, then Seller shall have the option (1) to continue to perform under this agreement subject to such adjustments in prices that Seller may deem necessary to comply with such Government action, (2) to revise this agreement, subject to Buyer’s approval, in order to most nearly accomplish the original intent of this agreement, or (3) to terminate performance of the affected portions of the agreement without liability for any damages.

9. At Buyer’s request, Seller may furnish such technical assistance and information as it has available with respect to the use of the products covered by this agreement. Unless otherwise agreed in writing, Buyer assumes sole responsibility for results obtained in reliance thereon.

10. Buyer acknowledges that it has received and is familiar with Seller’s labeling and literature concerning the products sold hereunder and will forward such information to its employees who handle, process, or sell such products and customers of such products, if any. Buyer agrees that products sold hereunder will not knowingly be resold or

given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who, in the opinion of Buyer, can handle, use and dispose of the products safely.

11. The buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products sold hereunder.

12. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

13. When Buyer accepts pricing classified as FOB Origin, title and risk of loss pass to Buyer at the shipment's point of origination. Innospec may arrange transportation to a destination designated by Buyer, and Buyer shall reimburse Innospec for all shipping charges incurred.

14. Buyer may not assign or transfer any of its rights or obligations under this agreement, in whole or in part, without the prior written consent of Seller.

15. In addition to the Standard Conditions of Sale set forth herein, any Special Conditions of Sale set forth on the front of this invoice or in the current price list for the products sold hereunder shall apply and are incorporated by reference herein.

16. PRINTED TERMS AND CONDITIONS IN EXHIBITS, PURCHASE ORDERS OR OTHER COMMUNICATIONS ISSUED BY BUYER TO SELLER WITH RESPECT TO THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE SUPERSEDED BY THE TERMS AND CONDITIONS WHICH ARE CONTAINED IN THIS AGREEMENT.

17. This document, along with documents specifically referred to herein, contains all of the terms and conditions with respect to the sale and purchase of the products sold hereunder. If any one or more of the provisions contained in this agreement shall be held, for any reason, to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidability, illegality or unenforceability shall not affect the remaining provisions hereof, and this agreement shall remain unaffected and shall be construed as if such invalid, void, illegal or unenforceable provision had never been contained herein.

18. The Buyer agrees to comply with all export controls and sanction laws, specifically including, but not limited to, (a) the U.S. Export Administration Regulations (EAR); (b) the U.S. International Traffic in Arms Regulations (ITAR); (c) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; (d) U.S. anti-boycott laws; (e) all applicable export control rules, economic sanctions and other restrictive measures of the UK and of the European Union, as enforced by its Member States; and (f) all other applicable foreign export control and sanction laws and regulations.

Diversion of Product contrary to applicable law is prohibited. Authorization may be required to export, re-export or transfer Product to a third country, therefore, Buyer agrees to obtain all necessary licenses prior to such action. Buyer agrees not to export, re-export, transfer or otherwise provide Product to the following jurisdictions without authorization from the U.S. Departments of Commerce or Treasury, as required: Crimea, Cuba, Iran, N. Korea, and Syria. Furthermore, Buyer agrees not to export, re-export, transfer, or otherwise provide Product to: (i) any individual or entity listed on any applicable sanctions or export-related restricted party list, including, without limitations, OFAC'S Specially Designated Nationals and Blocked Persons List; (ii) any individual or entity that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by any individual or entity or individuals or entities described in clause (i); or (iii) any individual that is a national of, or an entity registered or located in, any of the jurisdictions listed above.

The Buyer shall Notify Seller immediately upon becoming aware of, or suspecting, any actual or potential breach of this clause. In such event, Buyer agrees that Seller may in its sole discretion, terminate any and/or all of its obligations under these terms (regardless of whether Buyer has given notice as required by this section), and that Seller shall not be subject to any liability as a result of, or in connection with any such termination.

Any obligations required under this clause shall be understood to be required to the extent legally permissible under applicable law.

19. All end user certificates and other certifications, representations and warranties signed by the Buyer relating to supply of deliverables under these terms and conditions are hereby incorporated into, and form part of, these terms and conditions.

20. The Buyer shall ensure that all business is conducted free from any and all forms of corruption or bribery, including money laundering and fraud, and shall comply with all applicable anti-bribery and anti-corruption laws and regulations including without limitation the U.S Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010. The Buyer shall notify the Seller immediately upon becoming aware of, or suspecting, any actual or potential breach of this clause. In such event, the Buyer agrees that the Seller may, in its sole discretion, terminate any and/or all of its obligations under these terms and conditions (regardless of whether the Buyer has given notice as required by this clause) and that the Seller shall not be subject to any liability as a result of, or in connection with, any such termination.

21. The Buyer shall comply with all applicable privacy and data protection laws and regulations.

22. Unless and to the extent that it has a valid written agency or distribution agreement with Seller, the Buyer acknowledges and agrees that it is not an authorised agent or distributor of the Seller and has no authority to, and shall not, advertise, market or otherwise promote the Seller or the Seller's products or services without prior written approval from the Seller.

23. These terms and conditions supersede any of previous date and no modification thereof shall be binding upon either party unless in writing and signed by both parties. No modification shall be effected by the acknowledgement or acceptance of purchase order forms stipulating different conditions.

24. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this document by Buyer, the Buyer's acceptance of the products or payment therefore shall be equivalent to Buyer's assent to the terms and conditions hereof.

25. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character, nor shall any failure to exercise any power, right, or remedy hereunder be considered as a waiver of such power, right or remedy in the future.

26. All sales are final.

27. All aspects of this agreement (including, without limitation, its formation, validity, performance and construction) are subject to all present and future valid

orders, rules and regulations of any federal, state or any other governmental body having or asserting jurisdiction. Further, any claims relating to or arising out of this agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to any conflict of law rules or principles therein which, if applied, might permit or require the application of the laws of another jurisdiction, and Buyer hereby irrevocably submits to the jurisdiction of the state and federal courts located in Denver, Colorado (the decision of which shall be binding upon the parties). The terms of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) shall not apply. If Buyer is a government entity or government owned or controlled entity, Buyer waives any right of sovereign immunity, including, without limitation, immunity to suit and to enforcement of any judgment. **THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT.**

Effective as included in all Orders placed on and after June 1, 2020.