

BENZ OIL, INC. TERMS AND CONDITIONS OF SALE

1. Controlling Provisions. This document, (collectively, this "Contract") constitutes an offer by Benz Oil, Inc., a Wisconsin corporation ("Benz Oil"), to provide the Benz Oil goods and/or services (collectively, the "Products") to the buyer to which this offer is addressed ("Buyer"). Products not specifically described in a written or oral Quotation to which this contract relates ("Quotation") are not provided by or on behalf of Benz Oil, and Buyer is responsible for procuring such other products at its sole cost. If this Contract is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained herein. Buyer's acceptance of this Contract is limited to the terms, covenants and conditions contained in this Contract, and Benz Oil hereby objects to and rejects any additional, different or varying terms proposed by Buyer, unless Benz Oil expressly assents to such terms in writing. Such proposal of additional, different or varying terms by Buyer will not operate as a rejection of Benz Oil's offer, and Benz Oil's offer will be deemed accepted without such additional, different or varying terms. **This Contract, together with any Quotation and, if applicable, any supply and/or distribution agreement existing between Benz Oil and Buyer, constitutes the final and complete expression of the terms between Benz Oil and Buyer regarding the Products and is the complete statement of those terms. Any terms, conditions, negotiations or understandings not contained in this Contract will have no force or effect unless made in writing and signed by Benz Oil and Buyer.**

2. Acceptance. Buyer will be deemed to have accepted this Contract upon the earliest of the following to occur: (a) Benz Oil's receipt of a copy of this Contract (including the Quotation) signed by Buyer; (b) Benz Oil's acceptance of an order placed by Buyer; (c) Buyer's payment of any amounts due under this Contract; (d) Benz Oil's delivery of the Products; or (e) any other event constituting acceptance under applicable law.

3. Orders. Buyer's order of any Products from Benz Oil will be subject to the provisions of this Contract. Buyer's order must be made in a form acceptable to Benz Oil. Benz Oil reserves the right to reject any orders for any reason in its sole discretion. Benz Oil reserves the right to correct clerical or similar errors relating to price or any other term shown on any invoice.

4. Delivery. Unless otherwise agreed in writing, the delivery terms for Products ordered hereunder are as follows, as applicable: (a) for domestic shipments, delivery will be F.O.B. Benz Oil's facility; or (b) for international shipments, delivery will be EX WORKS (Incoterms 2010) Benz Oil's facility. In either case, title (subject to the security interest described below) and risk of loss or damage to the Products in transit will pass to Buyer when the Products are moved from Benz Oil's dock into the delivery vehicle for transportation. Buyers shall accept overruns and/or underruns not exceeding 10% of quantity of Product ordered, to be paid for or allowed pro rata. All quoted delivery dates and/or periods are approximate and are also conditioned upon Benz Oil's blending and packaging schedule and its receipt of all proper, necessary and requested documentation required to effect shipment, such as complete specifications, intended use, ultimate destination, required permits and shipping instructions. Orders for undelivered Products may be cancelled only upon written approval by Benz Oil. If Benz Oil consents to any order modification or cancellation, Benz Oil may impose an order modification or cancellation fee. Method and route of shipment will be at the discretion of Benz Oil unless Benz Oil requests otherwise or unless Buyer specifies otherwise in writing, and any additional expense of the method or route of shipment so specified by Buyer will be borne by Buyer. Benz Oil reserves the right to make delivery in installments, unless otherwise expressly stated in this Contract, and all such installments, when separately invoiced, will be paid for when due per the invoice, without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Buyer of its obligation to accept remaining deliveries. Claims for shortages or other errors must be made in writing to Benz Oil within 30 days after receipt of the shipment, and failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Buyer. Shipping specifications are approximate, and any change resulting from variations to such specifications is not subject to claim by Buyer. Buyer will comply with all laws applicable to the purchase, transport, use, storage, sale, lease and/or disposal of Products purchased hereunder. Benz Oil hereby reserves, and Buyer hereby grants to Benz Oil, a purchase money security interest in all Products purchased under this Contract, together with all proceeds thereof, including insurance proceeds. Such security interest secures all of Buyer's obligations arising under this Contract, and any other agreements between Buyer and Benz Oil, until all amounts due Benz Oil hereunder have been paid in full. Buyer agrees upon Benz Oil's request to sign appropriate financing statements evidencing Benz Oil's security interest.

5. Prices; Taxes. All quotes from Benz Oil for the Products will automatically expire 10 days from the date of the quote unless the quote states otherwise or is withdrawn by Benz Oil, or unless Products are subsequently shipped by Benz Oil and accepted by Buyer. Prices for the Products will be as stated in Benz Oil's invoice. Unless otherwise agreed by Benz Oil in writing, prices for the Products are stated, and will be payable, in U.S. Dollars. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value-added tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, insurance, counselor fees, or any other tax, fee or charge of any nature whatsoever imposed on, in connection with or measured by any transaction between Benz Oil and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. If Buyer is exempt from any taxes, Buyer will promptly furnish to Benz Oil an appropriate tax exemption certificate in a form acceptable to the applicable taxing authority. **Prices quoted by Benz Oil do not include transportation, insurance, taxes or other applicable charges.** If special packing is required for domestic shipment or for export shipment, price additions to accommodate such special packaging will apply.

6. Terms of Payment. Unless Benz Oil requires prepayment, terms of payment are: net 30 days from the invoice date. If Buyer does not pay Benz Oil any amount due under this Contract or any other agreement with Benz Oil when such amount is due, or if Buyer defaults in the performance of this Contract, Benz Oil may, without liability to Buyer: (a) terminate Benz Oil's obligations under this Contract; (b) declare immediately due and payable all of Buyer's obligations to Benz Oil; (c) change credit terms with respect to any other orders of Products; (d) suspend or discontinue any further orders; and/or (e) enter onto Buyer's premises and repossess any Products for which Benz Oil has not received payment. Buyer agrees to reimburse Benz Oil for all costs and fees incurred by Benz Oil in collecting any sums owed by Buyer to Benz Oil, including, without limitation, reasonable attorneys' fees and collection agency fees. In addition, Buyer agrees to pay a late payment charge of 1.5% per month or the maximum amount allowable by applicable law, whichever is less, on all amounts not paid in full when due, payable on Benz Oil's demand. Buyer shall not have the right to set off amounts due to Benz Oil against claims against Benz Oil.

7. Changes, Cancellations and Returns. Buyer may not change or cancel an order that has been accepted by Benz Oil, unless Benz Oil otherwise agrees in writing. Benz Oil reserves the right to change the price, terms of payment and delivery dates for any Products affected by any changes Buyer makes to an order to which Benz Oil consents in writing. Buyer may not return any Products to Benz Oil unless Buyer receives prior written authorization from Benz Oil. All Products returned to Benz Oil must be of current manufacture, unused, in resalable condition and shipped to Benz Oil without damage. If Buyer cancels an order, Buyer is responsible for all expenses incurred by Benz Oil related to such cancelled order. Benz Oil reserves the right

to charge Buyer a reasonable handling fee for any returned Products as determined by Benz Oil. Buyer will also pay the costs of freight, packaging, insurance and any other similar costs.

8. Product and Worker Safety

Buyer represents that it will use, store and discharge the Product in a safe, workmanlike manner and in compliance with all applicable laws. If Benz Oil personnel require access to Buyer's premises and/or equipment, Buyer will ensure that all such premises and/or equipment are (a) compliant with all applicable safety, worker protection, environmental and similar laws, (b) can be safely and reliably entered upon, in the case of premises and operated, in the case of equipment.

9. Limited Warranty; Damage Limitations.

(a) Benz Oil warrants to Buyer that Products manufactured by Benz Oil will be free from material defects in workmanship and materials under normal storage for a period of one year from the date of Benz Oil's shipment of Products from its facility (the "Warranty Period"). There is **NO WARRANTY** in cases of alterations of the Products not authorized by Benz Oil in writing, damage in transit, negligence, abuse, abnormal usage, misuse, accidents, damage due to environmental or natural elements, failure to follow Benz Oil's instructions, improper storage or maintenance of the Product or the improper selection or application of the Product. Benz Oil's **SOLE AND EXCLUSIVE** obligation under this warranty (and Buyer's sole and exclusive remedy) will be, upon prompt written notice by Buyer during the Warranty Period of any breach, to either, at Benz Oil's option: (i) replace without charge any defective Product; or (ii) credit to Buyer or refund the purchase price paid for such defective Product. **BENZ OIL MAKES NO WARRANTIES ON PRODUCTS THAT ARE NOT MANUFACTURED BY BENZ OIL.** To the extent permissible, Benz Oil will assign to Buyer any warranty that the manufacturer may offer for such third party Products, but Benz Oil does not guarantee or represent that the manufacturer will comply with the terms of any such warranty.

(b) **THE EXPRESS WARRANTIES IN SECTION 8(a) ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.** Any oral or written description of the Products is for the sole purpose of identifying the Products and will not be construed as an express warranty. **BENZ OIL WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION LOST PROFITS, WHETHER FOR BREACH OF WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OF THIS CONTRACT, OR FOR LIABILITY BASED ON NEGLIGENCE OR ANY OTHER THEORY. WITHOUT AFFECTING ANY OF THE FOREGOING LIMITATIONS, BENZ OIL'S AGGREGATE LIABILITY TO BUYER SHALL NOT EXCEED THE AMOUNTS PAID TO BENZ OIL HEREUNDER.** Provided, some states do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to Buyer. Any assistance Benz Oil provides to or procures for Buyer outside the limitations of this Section will not constitute a waiver of the limitations of this Section.

10. Indemnification: Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller, its shareholders, officers, agents, employees, affiliates, successors, assigns and third-party suppliers ("Seller's Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, losses, suits, demands, fines, penalties, judgments, omissions, damages or expenses whatsoever, including, without limitation, actual attorneys' fees and costs ("Damages") incurred by or against Seller or any of Seller's Indemnified Parties due to or arising out of, in connection with, resulting from or relating to (i) breach of this Contract by Buyer or any of Buyer's shareholders, directors, officers, member, managers, employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"), or (ii) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties, (iii) losses, damages or injuries caused by Buyer's products, Buyer's specifications, designs, approvals or instructions provided to Seller, or due to improper application or use of the Products or otherwise, or (iv) Buyer's or Buyer's Parties violation of law or regulations including, without limitation, those relating to the storage, use, release and/or discharge of the Products. Prior to settling any claim, Buyer will give Seller an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without Seller's written consent. In the event of any recall affecting the Products, Seller shall have the right to control the recall process and Buyer shall fully cooperate with Seller in connection with the recall.

11. Intellectual Property. All engineering data, design information, trade secrets, specifications, customer information, literature, samples and other documents which may be disclosed to Buyer by Benz Oil and used in the completion of an order are and will remain Benz Oil's property and will be treated as "Confidential Information" of Benz Oil. Buyer will not copy, reproduce, distribute, publish or communicate to any third party any Confidential Information without the prior written permission of a properly authorized representative of Benz Oil. Nothing in this Contract will be construed to give Buyer any rights in any trademarks or other intellectual property of Benz Oil. Upon expiration or termination of this Contract for any reason, Buyer will, within 15 days, surrender to Benz Oil all Confidential Information in Buyer's possession or under its control. Nothing in this Contract will be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Benz Oil with broader protection than that provided herein. Benz Oil, in its manufacture and sale of the Products, will assume no liability as to possible infringements of patents where such infringement results from the use of Benz Oil's Products in combination with other elements or devices, and Buyer will indemnify and hold harmless Benz Oil from any and all such claims.

12. Force Majeure. Except with respect to payment obligations under this Contract, neither party will be responsible for any other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding available supply or any other cause beyond the party's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Benz Oil may, at its option and without liability, prorate its deliveries, cancel all or any portion of this Contract to the extent affected by the event of force majeure and/or extend any date upon which performance is due hereunder.

13. Miscellaneous. This Contract constitutes the entire agreement between the parties with respect to Buyer's purchase of the Products and supersedes all other agreements or communications, written or oral, which may be deemed to be inconsistent with it. This Contract may not be amended or altered except by a writing signed by Benz Oil. This Contract will be governed by and construed according to the laws of the State of Wisconsin. Buyer unconditionally agrees to submit to the jurisdiction of, and to bring any claims in, the state or federal courts located in Milwaukee County, Wisconsin, to

resolve any controversies in connection with this Contract. Neither this Contract nor sales hereunder will be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Contract is held to be invalid or unenforceable for any reason, the parties acknowledge and agree that such invalidity or unenforceability (a) will not affect any other provision of this Agreement, (b) the remaining terms, covenants and conditions hereof will remain in full force and effect, and (c) any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract will not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term, covenant or condition. All of Benz Oil's remedies herein are cumulative and not exclusive of any other remedies available to Benz Oil at law, by contract or in equity.