

CHS INC.

GENERAL PROVISIONS - REFINED AND RENEWABLE PRODUCTS (“Terms and Conditions”)

1. **DELIVERIES:** “Products” (as defined on the Confirmation (defined below)) sold by Seller shall be delivered into tank trucks, tank cars, vessels, or barges, supplied or arranged for by the Buyer, or into pipelines as directed by the Buyer, provided however that Seller shall not be obligated to deliver Products by a means not provided for in the underlying confirmation (the “Confirmation”) referencing these CHS Inc., General Provisions – Refined and Renewable Products (“Terms and Conditions”). These Terms and Conditions are incorporated into and made part of each Confirmation (collectively, the “Agreement”). Deliveries shall be made by Seller to the Buyer during the delivering terminal’s usual business hours, and at such times as may be required by the Buyer, provided that reasonable advance notice of each delivery has been supplied to Seller by the Buyer, along with all necessary shipping instructions. Seller agrees to furnish to Buyer copies of bills of lading and other applicable shipping documents as set forth in the Confirmation to which these Terms and Conditions are incorporated, which evidence the transfer of the custody and/or title of products delivered.
2. **VOLUMES:** The term “barrel” as used herein shall mean 42 U.S. gallons of 231 cubic inches per gallon corrected for temperature to 60 degrees Fahrenheit in accordance with the current A.S.T.M. Petroleum Measurement Table.
3. **MEASUREMENTS:** Unless otherwise set forth in the Confirmation, quantities of Products that are delivered: (a) into or from tank trucks and/or tank cars shall be measured by calibrated meters or calibration tables; (b) into or from vessels and/or barges shall be measured by terminal tank gauges or calibrated meters (with all such measurements meeting guidelines as set out in API’s manual of Petroleum Measurement Standards for Marine Measurements); and (c) into or from pipelines shall be measured by calibrated meters or terminal tank gauges.
4. **QUALITY:** Seller hereby represents and **warrants** that Products delivered hereunder shall conform to the specifications for such Products as set forth in the Confirmation, provided that if the Confirmation does not set forth specifications, then Seller represents and **warrants** that Products delivered hereunder shall conform to the specifications established and published by the applicable pipeline and/or product terminal.
5. **PRODUCTS COMPLIANCE WARRANTIES:** Seller represents and **warrants** that all the Products that it delivers pursuant to the Confirmation shall be produced, stored, handled, sold, transferred, and delivered in full compliance with all applicable federal, state, and local laws, ordinance, orders, rules, and regulations, including but not limited to the Clean Air Act and all those rules and regulations promulgated thereunder, including but not limited to: (a) 40 CFR, Part 80, Subpart B (specifically §§ 80.27 and 80.28), regarding gasoline volatility; (b) 40 CFR, Part 80, Subpart B (specifically §§ 80.29 and 80.300, regarding sulfur content in diesel fuel; (c) 40 CFR, Part 80, Subpart C, regarding oxygenated gasoline; (d) 40 CFR Part 80, Subpart D, regarding reformulated gasoline; (e) 40 CFR, Part 80, Subpart G, regarding gasoline deposit control additives. The Buyer certifies and **warrants** that it may lawfully receive, sell, use, and transport all Products it receives pursuant to this Agreement in interstate and intrastate commerce, and that it shall sell, offer for sale, dispense, supply, offer for supply, and transport all said products in compliance with all applicable federal, state, and local laws, ordinances, orders, rules, and regulations.
6. **GASOLINE OCTANE CERTIFICATION:** Seller certifies and **warrants** that all the motor fuels that it delivers pursuant to the Confirmation shall comply with all rules and regulations pertaining to automotive fuel ratings promulgated pursuant to the Petroleum Marketing Practices Act, 15 U.S.C. Section 2801 *et. seq.*, including but not limited to a **certification** that all motor fuels shall meet or exceed R + M/2 octane ratings for that grade or quality of motor fuel determined in accordance with test methods set forth in the current applicable ASTM standards.
7. **COMPLAINTS/OBJECTIONS:** In the event that the Buyer has any complaints or objections as to the quantity or quality of Products delivered to it by Seller pursuant to the Confirmation, the Buyer shall notify Seller no later than ten days after its receipt of specific Products for which it has a complaint or objection, and shall make such Products available to the Seller for its own investigation. Any such notification shall state with particularity the basis for the complaint or objection. In the event that Buyer has failed to comply with the provisions of this section, it shall be deemed to have waived any complaint or objection as to such specific Products.
8. **TITLE AND RISK OF LOSS:** Unless otherwise specified in the Confirmation, the title to, risk of loss, and liability, with respect to Products delivered hereunder, shall pass to the Buyer as follows: (a) when into any tank truck, tank car, or pipeline, as the product enters the equipment designated and/or supplied by the Buyer; (b) when into any

marine vessel/barge, at the flange between the vessel's/barge's last permanent connection and the shore connection; (c) when into any storage other than marine vessel/barge, as the Product enters the storage tank; (d) or if by in-line or in-tank transfer, immediately when such transfer is effective. In the event that the Buyer's action and/or inaction results in any loss of or damage to the Products during the delivery/receipt process prior to the title to, risk of loss, and liability passing to the Buyer pursuant to this provision, then the Buyer shall be liable for such loss of or damage to the Products that results from such action and/or inaction.

9. **WARRANTIES:** Seller represents that any delivery hereunder shall constitute a warranty that it possesses good and marketable title to all the Products delivered by it to the Buyer, and that all such Products delivered are free from all liens and encumbrances except as is set forth in this Agreement, and that all such Products delivered hereunder are merchantable. **UNLESS OTHERWISE EXPRESSLY STATED IN THE CONFIRMATION OR IN THESE TERMS AND CONDITIONS, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO THE PARTIES.**

10. **LIMITATION OF LIABILITY:** The parties hereto do specifically agree that **UNLESS OTHERWISE EXPRESSLY STATED IN THE CONFIRMATION OR IN THESE TERMS AND CONDITIONS**, a party's exclusive remedy for any and all losses or damages resulting from the delivery or receipt of Products pursuant to this Agreement, including but not limited to any claim of breach of warranty, breach of contract, negligence, or strict liability, shall be limited to the replacement value of the particular Products for which a claim is proved. **UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

11. **FAILURE TO PURCHASE.** Any failure by the Buyer to purchase and take delivery of Products which Seller attempts to deliver pursuant to terms of the Confirmation shall constitute a breach of the Confirmation, and Seller shall have the option of terminating the Confirmation upon notice to the Buyer and/or proceeding against the Buyer for damages resulting from the Buyer's failure to perform.

12. **PAYMENT:** Seller shall invoice the Buyer for Products sold and delivered hereunder, and all such invoices will be due for payment according to terms established in the Confirmation, and as shall be provided in the credit policy of Seller. Seller may extend credit to the Buyer on such terms as it may specify from time to time, and unless Seller extends credit to the Buyer, the Buyer shall either pay cash to Seller at least two (2) days in advance of a scheduled delivery or provide an irrevocable letter of credit in a form and format and from a bank acceptable to Seller at least three (3) days prior to any scheduled delivery. Seller reserves the right to modify or withdraw such credit terms at any time, for any or for no reason, upon notice to the Buyer. In the event that any payment of an amount owed to Seller is not paid in accordance with the terms of this section, Seller shall be allowed to impose a late payment charge on the Buyer in an amount not to exceed the maximum amount allowed by law, or one and one-half percent (1 1/2%) per month, whichever is the lower amount, for each month (or part thereof) which elapses from the due date to the date payment is received by Seller. Any failure by the Buyer to comply with Seller's credit requirements within specified time limits or to pay for any products which have been delivered by Seller pursuant to terms of the Confirmation in accordance with the terms of this provision and of the Confirmation shall constitute a breach of the Confirmation, and Seller shall have the option of terminating the Confirmation upon notice to the Buyer and/or proceeding against the Buyer for damages resulting from the Buyer's failure to perform.

13. **TAXES:** Any and all applicable taxes, duties, tolls, fees, charges, or any other exactions (collectively to be called "taxes"), now or hereafter imposed by any federal, state and/or local governmental or tribal authority upon, measured by, incident to, or as a result of any delivery by Seller pursuant to the Confirmation, or the transportation, importation, production, manufacture, transfer, use, or ownership of the products that are the subject matter of the Confirmation, shall be the liability and responsibility of the Buyer, and in the event that Seller is obligated to pay any such taxes, the Buyer shall promptly reimburse Seller for any taxes paid by Seller.

14. **MATERIAL SAFETY DATA SHEET:** The Buyer does hereby specifically acknowledge receipt of Seller's Material Safety Data Sheet ("MSDS"), and acknowledges the hazards and risks in handling and using the Products to be delivered by Seller pursuant to the Confirmation. The Buyer specifically agrees that it shall read this MSDS and advise its employees, its affiliates and all third parties who may purchase Products, of the MSDS and of precautionary procedures for handling such Products which are set forth in such MSDS and any supplementary MSDS or written warning which it had received from Seller from time to time.

15. **ASSIGNMENT:** This Agreement shall not be assigned by either party, without advance written consent of the other party hereto, which consent can be withheld for any reason, and no attempted assignment of this Agreement shall be binding on the non-assigning party until such party shall have first consented in writing to such assignment.

All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of, and become binding, upon all respective successors and permitted assigns of the parties hereto.

16. FORCE MAJEURE: Neither party shall be responsible for or liable to the other party herein for any loss or damage resulting from any delay or for failure to make or accept deliveries caused by or arising out of acts of God, by the elements, floods, fires, explosions, storms, tidal waves, earthquakes, wars, military operations, riots, national emergency, insurrections, civil disturbances, acts or restrictions of civil or military authority or governmental offices acting under some chain of authority, by any governmental regulations, or any law, rule, order, or action of any court of the federal, state, or local government, by strikes, lockouts, differences with workmen, or other labor disturbances, breakage of tankage or pipelines, or when supplies of products covered by this Agreement, or facilities of production, manufacture, transportation or distribution which otherwise would be available to either party, are impaired by causes beyond such party's control, or by failure or shortage of raw materials necessary to the manufacture of any products to be delivered hereunder, or by governmental proration or regulation, or, without limitation of the foregoing, on account of any causes that are beyond the reasonable control of the party requesting to be excused from its performance under this Agreement. Upon such party's giving of notice and full particulars of such force majeure to the other party, the obligations of the parties shall be suspended from the date of the giving of such notice and for the continuance of any inability to perform that is so caused. If either party is excused from its performance under this Agreement, then, at the option of either party, the total quantity to be delivered hereunder shall be reduced by the quantity of the delivery or deliveries (or portions thereof) so excused. If by reason of any such circumstances, Seller's supply of Products covered by this Agreement shall be insufficient to meet all of its delivery requirements, then Seller shall have a right, at its option, and without liability to the Buyer, to apportion its available supplies among any and all parties to which it is obligated to make deliveries, including its affiliated divisions and companies, in such manner as Seller reasonably believes fair and equitable, including, but not limited to, an allocation based on historical or planned deliveries; Seller shall have no obligation to make up any shortages to the Buyer resulting from any allocation hereunder. Notwithstanding the provisions of this Section 16., nothing contained in this Agreement shall be construed to relieve Buyer of its obligations to pay in full any amounts that are due for all of the products actually delivered and received hereunder. Further, no curtailment or suspension of deliveries or acceptance of deliveries pursuant to this Section 16. shall operate to extend the period of the Agreement.

17. FINANCIAL RESPONSIBILITY: If, during the term of this Agreement, the Buyer's payments to Seller are in arrears, or the financial responsibility of the Buyer has become impaired or unsatisfactory in Seller's reasonable judgment, then advance cash payment or satisfactory security shall be given by Buyer to Seller upon the Seller's demand, and shipments may be withheld by Seller until such payment or other security is received. If such payment or other security is not received by Seller within three (3) days from a demand therefor, Seller may immediately terminate this Agreement and pursue any and all other legal remedies available. Further, in the event that the Buyer fails to make a timely payment of monies due and owing to Seller, or if Buyer makes an assignment or any general arrangement for the benefit of its creditors, or if there are instituted by or against the Buyer any proceedings in bankruptcy or under any insolvency law or law for reorganization, receivership, or dissolution, Seller may then offset any deliveries or payments due it under this Agreement or any other agreement between the parties, including affiliates of the parties, against any deliveries or payments it owes to the other party under this Agreement or any other agreement between the parties, including affiliates of the parties, without any prior notice to the Buyer. The exercise by Seller of any right reserved under this section shall be without prejudice to any claim for damages or any other right under this Agreement, or any other agreement, or applicable law.

18. WAIVER OF FUTURE SUPPLY OBLIGATIONS: The parties specifically acknowledge and agree that this Agreement is freely entered into and does not reflect or grow out of any legal obligation which either party may have to the other party to supply products. Neither party expects or desires that the Agreement shall form the basis of any future obligation of either party to supply Products covered by this Agreement to the other party. To the extent that any present or future laws or regulations may require any such supply obligation, each party waives, in advance, any right it may now have or subsequently obtain to enforce any such obligation.

19. INDEMNIFICATION: Neither party hereto shall be liable for any actions or omissions to act of the other party hereto, or of any of its employees, agents, and/or representatives. Each party (the "Indemnifying Party") agrees that it shall defend, indemnify, and save harmless the other party hereto, its members, governors, directors, officers, managers, agents and employees, from and against any and all claims, demands, damages, losses, liabilities, causes of action, judgments, assessments, penalties, costs, and expenses of any kind or nature, including reasonable attorneys' fees, expenses of litigation and court costs, without regard to the amount (collectively to be hereinafter referred to as "Loss" or "Losses"), to the extent such Losses are, directly or indirectly caused by, connected with, or arise out of the Indemnifying Party's failure to comply, or any products delivered by the Indemnifying Party's failure to comply, with all applicable federal, state, and/or local laws, ordinances, orders, rules, and regulations, and/or from any intentional or unintentional action or omission to act of the Indemnifying Party, or its members, governors, directors, officers, managers, agents and employees, to the extent permitted by law. In the event that any such incident that leads to any

claim for indemnification is the result of intentional or unintentional conduct of both parties, each party agrees that it shall be liable to reimburse and indemnify the other party hereto to the extent that liability and responsibility would be apportioned to such party in accordance with laws of comparative negligence. To receive the foregoing indemnity, the party seeking indemnification must notify the Indemnifying Party in writing of a claim promptly and provide all cooperation reasonably requested by the Indemnifying Party (at the expense of the Indemnifying Party).

20. FEDERAL CONTRACT CLAUSES: This Agreement incorporates, by reference, all provisions required by any Federal laws, ordinances, orders, rules and regulations applicable to government contractors, including but not limited to provisions pertaining to equal opportunity clauses relating to race, color, religion, sex, or national origin, utilization of disadvantaged and minority business concerns, disabled veterans and veterans of the Vietnam Era, and handicapped workers, and each party agrees to comply with all such provisions.

21. BRAND PROTECTION: The parties specifically agree that no products that are received pursuant to this Agreement shall be resold or otherwise disposed of by the Buyer under the trade name, trademark, service mark or brand of the Seller (or any other name or names similar thereto), except with Seller's written consent. In the event that Buyer violates provisions of this section, Seller may, at its sole option, and without any prejudice to its other legal rights, terminate this Agreement immediately without notice to Buyer, or may, at its sole option, suspend deliveries of products under this Agreement until Buyer has stopped violating the provisions of this section.

22. NOTICE: Any notice required pursuant to the terms of this Agreement shall be in writing, and shall be deemed to be properly served when delivered personally at the time of actual receipt, or on the date deposited in the U.S. Post Office if sent by certified or registered mail, or three days after the date deposited in the U.S. Post Office if sent by regular mail, and properly addressed to the party at its address set forth in the Agreement, unless such address was changed by notice properly delivered in accordance with the provisions of this Section. If a party sends a notice by depositing in the U.S. Post Office, then it shall also send a facsimile of such notice on the same day the notice is deposited in the U.S. Post Office.

23. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties hereto and shall supersede all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than are contained herein, and neither party shall be liable to the other party hereto in any manner by any agreements, representations or warranties not set forth herein. In the event of a conflict between terms of the Confirmation and these Terms and Conditions, the terms of the Confirmation shall control.

24. ENFORCEABILITY: In the event one or more provisions of this Agreement shall be declared or shall be adjudicated invalid or void by a court of competent jurisdiction, this Agreement shall be ineffective only to the extent of such unenforceability, without thereby invalidating remaining provisions hereof, and this Agreement, absent such provision, shall remain in full force and effect.

25. MODIFICATION AND WAIVER: Any of the terms or conditions of this Agreement may be waived in writing at any time by the party which is entitled to the benefit thereof; this Agreement may be modified or amended at any time by written instruments signed by each of the parties. No alteration, amendment, or waiver of provisions of this Agreement shall be binding on either party unless confirmed in writing.

26. NON-WAIVER: The failure of either party to exercise any right, power or option given to it hereunder, or to insist upon strict compliance with the terms hereof by the other party, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, and shall not constitute a waiver of its right at any time thereafter to require exact and strict compliance with all the terms hereof.

27. SURVIVAL: All of the obligations, promises, and agreements of the parties hereto that expressly, or by their nature, survive the expiration or termination of this Agreement, including but not limited to the Buyer's monetary obligations set forth in Section 2 herein, and both party's indemnification obligations set forth in Section 19 herein, shall continue in full force and effect subsequent to and notwithstanding termination until they are satisfied, or by their nature expire.

28. HEADINGS: The headings of sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement, or to affect interpretation of provisions hereof.

29. CHOICE OF LAW: This Agreement, and all rights, obligations, and duties arising hereunder, and all disputes which may arise hereunder, shall be construed in accordance with, and governed by, the laws of the State of Minnesota, without giving effect to the conflict of laws provisions thereof.