

TOTAL PETROLEUM PUERTO RICO CORP.

STANDARD TERMS AND CONDITIONS OF SALE FOR PETROLEUM PRODUCTS

- Introduction** 1. The following are the standard terms and conditions (these “Standard Terms”) applicable to the sale and delivery by Total Petroleum Puerto Rico Corp., a Puerto Rico corporation (registry no. 80482) (the “Company”), of the petroleum products (collectively, the “Products”) specified in the invoice or purchase order (such invoice or purchase order, the “Purchase Order”) to which these Standard Terms relate or are otherwise annexed, attached or transcribed and which are to be sold and delivered to the buyer specified in said Purchase Order (the “Buyer”) or other agreement in place between Buyer and the Company.
- Application** 2. These Standard Terms apply to Buyer’s that have not signed contracts and/or any other formal agreements with the Company, as well as, contracts executed for the sale of Total Branded fuels and products through the Company’s retail network of service stations.
- Purchase Orders** 3. All orders accepted by the Company from the Buyer are accepted on the terms, conditions, limitations and exceptions set forth in these Standard Terms and on no other terms, conditions or exceptions. No other terms, conditions, representations or warranty of any nature whatsoever shall be added hereto unless expressed in writing and signed by an officer of the Company. No servant or agent of the Company has authority to agree to any oral variation or modification of or addition to these Standard Terms in any circumstances whatsoever. Except as otherwise herein provided, all conditions and warranties, express or implied, statutory or otherwise, relating to the Products, or to any container or package in which such Products may be supplied, are hereby excluded and disclaimed insofar as may be permitted by law. The acceptance of delivery of the Products shall constitute acceptance by the Buyer of these Standard Terms.
- Security Interest** 4. The Buyer hereby grants and assigns to the Company a security interest and lien in all of the Buyer’s right, title and interest in and to the Products and all cash and non-cash proceeds thereof, as security for the payment by the Buyer of all outstanding amounts due under these Standard Terms, the Purchase Order and/or any other related contract in connection with the sale and delivery of the Products to the Buyer, including, without limitation, the Price (as hereinafter defined). The Buyer agrees that the Company, at any time, may file any financing or continuation statement or other document in such offices as the Company may deem necessary or appropriate in order to perfect, continue and maintain such security interest, and the Buyer, upon request of the Company, agrees to execute and deliver any such financing or continuation statement or other document and to do such further acts and things in connection therewith.
- Remedies** 5. Upon the failure by the Buyer to pay the Price (or part thereof) for the Products or any other sum in the amounts and on the dates set forth under these Standard Terms, the Purchase Order and/or any other contract in connection with the sale of the Products to the Buyer, the Company shall be entitled to: (i) declare all outstanding amounts (including, without limitation, the Price) owed to the Company under these Standard Terms, the Purchase Order and/or such other contract to be immediately due and payable; (ii) exercise all rights and remedies of a secured party under the Puerto Rico Commercial Transactions Act and other applicable law; (iii) repossess the Products in accordance with the Puerto Rico Commercial Transactions Act and other applicable law; and/or (iv) suspend any further deliveries of the Products to the Buyer.

- Delivery/Risk** 6. Where the Products are delivered in bulk through hose, delivery shall be deemed to take place and risk to have passed to the Buyer when such Products pass from the vehicle's permanent hose pipe connection (or, in the case of delivery by road tanker, from any hose pipe of the Company attached thereto). In all other cases delivery shall be deemed to take place and risk to have passed to the Buyer on transfer of possession of such Products to the Buyer or its agent. All orders are accepted subject to availability of the Products and (except in the case of lubricating oils and greases in which case delivery may take longer) the Company will endeavour to deliver the same to the Buyer within forty-eight hours of the receipt of the Buyer's order, weekends and public holidays excepted. Time shall not be of the essence in making delivery. No liability is accepted by the Company for any loss or damage whatsoever caused by any delay in deliver, howsoever arising. The Buyer shall take deliver at any time when its premises are open for business and outside such opening hours if agreed in writing.
- Quantity** 7. (i) The measurement of quantity by the Company shall be accepted by the Buyer as conclusive evidence of the quantity delivered in the absence of manifest error. The Buyer may be present to witness and confirm delivery, but this intervention shall not be permitted to delay the delivery. The Company does not accept any responsibility whatsoever for discrepancies in the Buyer's tank dip rod or other measuring devices. Any dispute by the Buyer must be notified to the Company both verbally within twenty-four hours of such delivery and in writing within five days of such delivery.
(ii) Under no circumstances may the Buyer or any of its representatives mount any vehicle used for that delivery and the Company shall be entitled to suspend or stop delivery in any such event.
- Payment** 8. (i) Payment of the price (the "Price") specified in the Purchase Order shall be made in full by the Buyer in cash at the time of delivery or on such other dates and amounts specified in the Purchase Order, subject always to the right or the Company to demand payment by banker's draft or alternatively by direct debit at the time of delivery or as otherwise agreed in writing. (ii) In the event of a late payment of any amount due pursuant to the Purchase Order, the Buyer shall pay to the Company interest on any such overdue amount at the legal interest rate in the jurisdiction of Puerto Rico, and a late payment fee equivalent to 5% of the overdue amount. (iii) Time of payment is of the essence.
- Returnable Packages** 9. (i) The deposit charged on any returnable packages shall be paid at the same time as payment for Products contained therein or at the time of delivery of the Products, whichever occurs first. Packages on which no deposit is charged may not be returned.
(ii) If returnable packages are returned to the Company carriage paid and reach the Company in condition fit for the Company's immediate use the amount of the deposit paid shall be credited to the Buyer in full. The Company's certificate as to the condition of any package upon its receipt by the Company shall be final and conclusive.
- Limitation of Liability** 10. The Company shall not be liable for any loss or damage above such maximum amount nor for any special or indirect loss or damage or for loss of revenue or of anticipated profits, loss of production, loss of contracts or otherwise caused by or arising out of or in connection with the sale and delivery of the Products, and the Buyer shall indemnify and hold harmless the Company against all claims which may be made against the Company for such loss or damage and against all costs and expenses incurred by the Company in connection therewith including the costs and expenses of investigating any such claims.
- Means and Delivery and Storage** 11. (i)(a) Where delivery is taken at the Buyer's premises, the Buyer shall provide safe access for the vehicles of the Company or its agents between public highway and the actual point of delivery and in the case of delivery by rail shall be responsible for discharging the Product and shall observe all the conditions

of all licenses and permits issued in connection with the Buyer's operations and all environmental and health and safety laws and regulations. In particular the Buyer shall not allow any smoking or naked lights, nor permit any stoves, electric or gas, fires or radiators to function in the vicinity of such point of delivery.

(b) Where delivery is taken at the Company's premises, the Buyer shall comply with the environmental and health and safety regulations for the time being in force and with the conditions of all licenses and permits issued in connection with the Company's operations and which are applicable thereto (copies of both of which may be obtained on request). In particular the Buyer shall not allow any smoking or naked lights in the vicinity of such of delivery.

(ii) The Buyer shall take delivery of the full quantity of the Products ordered by the Buyer and shall thereafter provide sufficient, safe and suitable bulk storage for such Products. In particular the Buyer shall comply with all applicable laws, rules, regulations and orders relating to delivery and storage of petroleum products.

(iii) Delivery is conditional upon the Buyer or its representative being in full time attendance during the delivery, unless a written agreement is entered into between the parties by which the Buyer or its representatives is allowed to be absent during delivery.

(iv) The Buyer shall fully indemnify the Company against all claims which may be made against the Company for loss or damage caused by or arising out of or in connection with any breach by the Buyer of the provisions of these Standard Terms and against all costs and expenses incurred by the Company in connection therewith including the costs and expense of investigating and defending any such claims and any costs incurred by the Company in remediating any spillages or contamination caused by the Buyer.

**Health,
Safety and
Environment**

12. (i) The Company also gives notice that the Products, which are or may be sold directly to the general public, are sold in containers which display any necessary hazard information as part of the container identification label. The Buyer undertakes to comply with any stated conditions for the prevention of health and safety hazards.
- (ii) For bulk deliveries, the Buyer shall comply with the requirements set out in the Company's Safe Delivery System developed by the Company, failing of which the Company has the right to suspend deliveries until such time as the Buyer has remediated any such failure.

**Compliance
with Laws**

13. The Buyer shall comply with all applicable laws, rules, regulations and orders relating to the transportation, delivery, storage, sale and use of the Products.

Taxes

14. All taxes (other than income taxes, but including sales and value added taxes and [excise taxes]), duties and other government charges now or hereafter imposed on the Products or on the Company (or required to be collected or paid by the Company) by reason of the transportation, delivery and sale of the Products to the Buyer will be paid by the Buyer in addition to the Price, and the Company may charge the Buyer for any such taxes, duties and government charges.

**Force
Majeure**

15. The Company shall not be responsible for losses or damages caused by delays, failure to perform in whole or in part any obligation hereunder, or non-compliance with any of these Standard Terms when such delay, failure or non-compliance is due to or results from a case of Force Majeure. For purposes of these Standard Terms, the term "Force Majeure" means causes beyond the reasonable control of the Company, including, without limitation, acts of God, fires, war (declared or undeclared), embargoes, accidents, the case of industrial action, strikes, labour disputes, any circumstances at any Company's refinery or depot restricting the availability of petroleum products, acts in compliance with requests of any governmental authority or person purporting to act therefore, or any similar causes.

Assignment & No Waiver 16. The Buyer shall not assign or transfer to any other third party or affiliate its rights or obligations under these Standard Terms, the Purchase Order and/or any other related contract, whether by voluntary assignment, by operation of law or otherwise. The Company may assign to any third party all or a portion of any rights to payment under these Standard Terms, the Purchase Order and/or any other related contract. No waiver or release by either party of any provision of these Standard Terms, the Purchase Order or any other related contract shall be binding unless confirmed in writing.

Governing Law 17. These Standard Terms, the Purchase Order and any other related contract shall be governed by the laws of the Commonwealth of Puerto Rico and the Court of First Instance of San Juan and the United States District Court for the District of Puerto Rico shall have exclusive jurisdiction to deal with disputes arising thereunder.