

STANDARD CONDITIONS OF SALE – INNOSPEC CANADA
LIMITED (“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, strict liability 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, incidental or consequential loss or damages or punitive 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 valid patent of Canada or the United States 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 *Employment Standards Code* (Alberta).

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, labour 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 labour 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 therefor 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 (including or excluding Buyer), 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 and contractors 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. Buyer shall pay all federal and provincial sales tax, including GST, applicable to the products as set forth on the front of this invoice and shall reimburse Seller for all other taxes (excluding income taxes), excises or other charges which Seller may be required to pay to any Government (federal, provincial/state or municipal) upon the sale, production or transportation of the products sold hereunder.

12. In the event Buyer fails to fulfil Seller's terms of payment or breaches any of the terms hereof, 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. Seller may arrange transportation to a destination designated by Buyer, and Buyer shall reimburse Seller 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 agreement, 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. Buyer agrees and covenants to comply with all export control laws, restrictions, national security controls and regulations of Canada, the United States of America or other applicable foreign agency or authority, specifically including, but not limited to, the requirements of the *Export and Import Permits Act (Canada)* and the *Export Administration Act, 50 U.S.C. app. 2401-2420*, including the *Export Administration Regulations, 15 C.F.R. 730-774*, and shall not (unless it has properly obtained all required export permits and re-export permits) export nor re-export any product to any proscribed country or citizen of a proscribed country unless properly approved by the relevant authority. If, at any time, Buyer knows or has reason to believe that the covenant set forth in the preceding sentence has not been, may not have been, or may not be, complied with by any party (a "Non Compliance Event"), Buyer shall have an affirmative obligation to give actual notice thereof to Seller immediately and without delay. Buyer agrees and covenants further that Seller may, in its sole discretion, terminate any and all of its obligations under the contract or hereunder because of any Non-Compliance Event (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.

19. 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.

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

21. 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.

22. All sales are final.

23. Time shall be of the essence hereof.

24. 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, provincial, state or municipal or any other governmental body or Government having or asserting jurisdiction. Further, any claims relating to or arising out of this agreement shall be governed by and will be construed, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein 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 attorns and submits to the exclusive jurisdiction of the courts of Alberta (the decision of which shall be binding upon the parties) and irrevocably waives objection to the venue of any proceeding in those courts or that those courts provide an inconvenient forum. 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.

Effective as included in all Orders placed on and after 15 February 2015.