



## TERMS OF AGREEMENT

**DELIVERY TERMS:** All purchases shall be FCA (INCOTERMS 2020)

**PAYMENT TERMS:** Net 10 days by EFT from Date of Invoice

**DELIVERY PERIOD:** Upon BUYER's request or due to unavailability of product during the original Delivery Period, FHR may in its sole discretion change or extend the delivery period of the contract.

**CREDIT:** Credit shall be arranged with FHR's Credit Department (FHRCredit@fhr.com) as described in General Terms and Conditions.

**GENERAL TERMS & CONDITIONS:** Please reach out to your FHR Representative for a copy. FLINT HILLS RESOURCES, LP GENERAL TERMS AND CONDITIONS FOR JET FUEL PRODUCT SALES (Agreement effective date)

**REMARKS:**

1. Terminal Meter tickets to govern measurement.
2. To insure proper billing, customer is responsible for using load number stated above when loading product under this agreement. For Bill of Lading discrepancies where the incorrect Petroex NO. is used, FHR's Contract Load Correction Policy will govern.

**SPECIFICATION CHANGES:** The above prices are based on current federal, state and local product specifications in force for the given market on the date of this agreement. Notwithstanding any adjustments described above, if specifications change during the Delivery Period, FHR may deliver product that meets the specifications in effect at time of delivery and may adjust prices to reflect the fair market value of any changes in specifications. For distillate products, this Product may be blended with up to five percent bio-diesel consistent with ASTM-D975.

The terms of this Agreement are based on the current applicable federal, state, and local Product specifications in effect as of the Effective Date. If any specification changes are implemented during the term of this Agreement, then FHR may provide notice to Buyer that it wishes to renegotiate the terms of this Agreement. Thereafter, the parties shall, within 30 days of such notice from FHR, enter into good faith negotiation of an amendment to this Agreement. If agreement as to an amendment to this Agreement cannot be reached, either party may terminate this Agreement by providing the other party with written notice of termination (30) days prior to the effective date of such termination.

**TARIFFS:** Parties recognize U.S. tariffs may be imposed on: i) crude oil or other feedstocks consumed by a supplying refiner, or ii) finished refined products, the imposition of which materially

changes the value of the consideration to either party for continuing to perform. If any tariff imposition is implemented during the term of this Agreement, then the materially impacted party may provide notice to the other party that it wishes to renegotiate the terms of this Agreement. Thereafter, the parties shall enter into good faith negotiation of an amendment to this Agreement. If agreement as to an amendment to this Agreement cannot be reached within 30 days from receipt of the notice from the materially impacted party, then this Agreement shall automatically terminate.

**DEFICIENCY PAYMENTS:** If the buyer does not take delivery of the required QUANTITY during the DELIVERY PERIOD, the BUYER shall be obligated to pay a "Purchase Deficiency" fee equal to (volume in gallons):

Fee (in dollars) = (Q-DV)\*(FP-MP) Where:

Q = QUANTITY required under the Agreement

DV = Delivered Volume to BUYER per the Agreement

FP = FIXED PRICE per the Agreement

MP = Market Price, the FHR posted price, or in absence of an FHR posted price, the related OPIS Average price, at the Delivery Terminal at 12:01 A.M. on the first day after expiration of the Delivery Period

Note: A Purchase Deficiency fee will only be imposed on the BUYER when the FIXED PRICE is greater than the Market Price. If the Market Price is greater, no fee will be incurred by either party. If the Delivered Volume exceeds the QUANTITY, FHR's applicable posting will apply to such excess volume.

**COUNTERPARTS:** This agreement may be confirmed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. The agreement or counterparts may be exchanged electronically or stored electronically as a photocopy (such as in .pdf format). The parties agree that such electronically exchanged or stored copies will be enforceable as original documents.