

Fuel Sales General Terms & Conditions (GTCs), and accepts and agrees to the GTCs upon placing an order for Products. All terms and conditions in the GTCs, and in any quotation or invoice shall be considered confidential and shall not be disclosed without the prior written consent of REG. No purchase order, order acknowledgement or other form issued by Buyer shall modify any of the terms and conditions contained herein and any such forms shall be solely for the convenience of Buyer.

FUEL SALES GENERAL TERMS & CONDITIONS

REG Marketing & Logistics Group, LLC (“REG”) and Buyer agree to the below terms and conditions and capitalized terms used but not defined herein shall have the meaning assigned herein. REG and Buyer are each referred to herein individually as a “Party” and, collectively, as the “Parties”.

1. **Delivery Terms.** All sales will be delivered to the location identified in any invoice or quotation (“Delivery Point”) unless provided otherwise. Risk of loss shall pass to Buyer as Product transfers from REG’s (or its designated agent’s) exit flange to Buyer’s (or its designated agent’s) input flange. Buyer shall be responsible for any changes to freight rates and fuel surcharges. REG shall retain title to any vapors or condensate recovered during delivery.
2. **Measurement.** Barge, vessel, railcar, truck, carts, trailers and pipeline quantities shall be determined at the Delivery Point by terminal tank gauges, calibrated scales, rail car/tank gauges, survey weights taken by a licensed surveyor, or applicable Standard test methods. Product quantities shall be temperature-adjusted to 15.6°C (60°F) using built-in temperature compensators or standard tables. Either Party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings shall be conclusive. Customary inspection costs shall be shared equally, but additional services shall be paid for by the Party requesting them.
3. **Payment/Credit/Security Interest.** Payment for each delivery shall be made (i) to an account specified by REG; (ii) in United States Dollars unless otherwise specified; (iii) within ten (10) days (fifteen (15) days if shipped by rail) from the REG invoice date, unless otherwise agreed. Any balance not timely paid is subject to a 1.5% monthly finance charge or the highest amount permitted by law and REG shall be entitled to recover any associated costs of collection, any finance charges and administrative costs, including reasonable attorney fees. REG reserves the right to file a financing statement or secure a lien in the event of non-payment in addition to suspending performance. For Product (i) picked-up by Buyer, invoices will be dated as of the pick-up date and sent on the pick-up date, or as soon as practical thereafter; and (ii) shipped to Buyer, invoices will be dated as of the ship date and sent on the shipment date, or as soon as reasonably practical thereafter. All decisions with respect to the extension, continuation or termination of credit shall be in the sole discretion of REG and its affiliates and/or assignees, and nothing herein shall obligate REG to extend or continue to extend credit to the Buyer. The Buyer shall on request from REG periodically provide to REG financial information or security deemed necessary by REG to support any credit extension. If the financial capacity of the Buyer becomes impaired or unsatisfactory in the sole judgment of REG, then REG may require advance cash payment, cash on demand, security satisfactory to REG, accelerate payment and/or shipments/deliveries may be withheld until such payment or security is received.
4. **Safety; Certificate of Analysis.** REG will furnish (i) a saf 5 M_ (

6. **Buyer Claims, Remedies.** If Buyer discovers that any Product tendered fails to comply with the warranties, Buyer agrees to provide REG prompt written notice and, upon request, a representative Product sample within five (5) days of such request. For any Product failing to meet the warranties, if Buyer promptly notifies REG (i) prior to Product delivery, Buyer may reject same; or (ii) after Product delivery, as Buyer's exclusive remedy, REG will, within a reasonable period of time, at REG's option and cost, remedy the defect in, replace, or refund the purchase price of the Product; provided that, in either case the Parties may negotiate a mutually agreed price adjustment or other resolution and Buyer may retain the Product. If Buyer fails to notify REG of a defect within fifteen (15) days of Product delivery to the Delivery Point, such delivery shall, for all purposes, be deemed to be an acceptance, free of any defects and operate as Buyer's waiver and release of REG from any liability or obligations in respect to such Product.
7. **Limitation of Liability.** Neither Party shall be liable to the other for consequential, incidental, or punitive damages arising out of any breach of these GTCs.
8. **Default.** Either party may terminate in the event of a material default by the other Party which is not cured within ten (10) days after notice of default is given. The right to terminate is in addition to Buyer's remedies set out herein and to REG's rights at law or in equity, including REG's right to recover money damages caused by a default, together with any fees, court costs, and reasonable attorney fees to enforce such remedies or rights. Notwithstanding any such termination, the obligations and rights of the Parties which have accrued as of the time of termination shall survive.
9. **Rail and Truck Lifting.** For railcars, Buyer will be allowed 120 hours (days 1-5) for unloading from the first of constructive or actual railcar placement. Buyer agrees to pay demurrage of USD \$100.00 per day thereafter. For trucks, Buyer will notify REG at least twenty-four (24) hours in advance of any required delivery. Buyer is responsible for additional costs associated with loads ordered in less than twenty-four (24) hours of the requested delivery time. Any cancellation of a load within twenty-four (24) hours of delivery, the Buyer will be charged a Truck Order Not Used (TONU) fee of \$250 per truck or Carrier TONU charge, whichever is greater, plus any administrative fees charged by the Carrier. Buyer will be allowed one (1) hour for truck unloading and will be charged USD \$100.00 per hour thereafter for truck detention. For both truck and rail, Buyer is responsible for costs associated with unloading and incomplete unloading.
10. **Barge Lifting.** Buyer shall provide REG preliminary notification ("Nomination") at least seven (7) days prior to the earliest estimated Product lift date with a lift window no greater than four (4) days. At least forty-eight (48) hours prior to arrival, Buyer shall notify REG of the confirmed Nomination including Product Transfer Document of barges sent to off-take Product at the load port. Notice must be provided during regular business hours (Mon–Fri, 8:00 am–5:00 pm Central Time USA, excluding holidays). Barges are handled on a first-come, first-served basis. Buyer is responsible for all charges associated with: (i) laytime and demurrage, which shall start when the barge is all fast at berth; (ii) for barges delivered to Buyer's destination, demurrage costs incurred by REG on shipment or delivery of Product that result from circumstances out of REG's control; (iii) unloading or incomplete unloading; (iv) any standby tug; and (v) any of the foregoing charged to REG and then invoiced to Buyer.
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- A. LAYTIME/DEMURRAGE EXEMPTION - Time lost due to shore facilities being occupied during loading/discharging for other cargoes or maintenance on the vessel shall not count as used laytime or time on demurrage. Time shall not count as laytime if the vessel is on demurrage as time on demurrage when spent or lost:
- (1) On an inward passage moving from anchorage or other waiting place, even if lightering has taken place at the anchorage, to the berth or other places of loading or discharging specified by REG, including awaiting tugs, pilot, tides, daylight, locks or any other reason whatsoever over which REG has no control.
 - (2) Due to breakdown, inefficiency or other causes attributable to the vessel and/or owner.
 - (3) As a result of strike, lockout, stoppage, slowdown, or restraint of labor of master, officers or crew of the vessel or tugboat(s) or pilots(s).
 - (4) In handling ballast, bunkering not concurrent with loading and discharging, or for any other purpose of the vessel.
 - (5) Due to vessel's condition or inability of the vessel's facilities to load or discharge cargo(es) as specified in this charter party.
- B. NOTICE OF READINESS ("NOR") - The master or his agent shall give, in writing by fax or e-mail, six (6) hours' notice of readiness, to the loading or discharging terminal, as the case may be, in accordance with Charter party Terms. Lay time shall only commence six (6) hours after acceptance of NOR at the respective loading berth. If NOR is given for the vessel before the first day of the laydays, laytime shall only commence upon commencement of loading.
12. **Taxes, Duties, Tariffs, Other Fees.** All agreed prices shall be exclusive of any tax (including, without limitation, any energy, excise, sales, use and value added tax), tariff, duty, fee or other government charge or assessment now or hereafter imposed, increased by or under authority of any country, state, or other government law, rule or regulation upon or measured, or arising from the sale, transfer, or delivery of Product to Buyer, or any subsequent Product sale or use (collectively, "Tax"). Buyer shall be responsible for and pay (or reimburse REG) limitation of 10% of (1) 6% (i) 6% (s c 10(R) 4sa) 7(1) 1 0 0 1 449.11 418.87 Tm0 G(t)

located in Polk County, Iowa and the Federal courts located in Iowa, and the Parties hereby consent to the personal jurisdiction and exclusive venue of these courts.

- 16. Entire Agreement; Amendment; Waiver; Assignment; No Inference from Drafting.** These GTCs (i) contains the Parties' entire agreement with respect to the subject matter herein; (ii) supersedes all prior oral or written agreements and understandings; and (iii) may not be amended or modified except in writing signed by both Parties. Neither Party may assign any of its rights in or delegate any of its duties under these GTCs without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Either Party may assign these GTCs to an affiliated entity under common control with the Party hereto upon notice to the other and provided that the assignee agrees to be bound by the terms and conditions of these GTCs. These GTCs shall bind and benefit the Parties and their permitted successors and assigns. Waiver by either Party of a breach of any GTC provision will not constitute or be construed as a waiver of any future breach of any provision. No inference in favor of or against a Party shall be drawn from the fact that such Party has drafted any portion of these GTCs.
- 17. Execution; Delivery; Electronic Records.** These GTCs and subsequent documents carrying out transactions hereunder may be (i) signed manually or by electronically, machine, facsimile or alternative methods; (ii) executed in counterparts, which, taken together, shall be considered one instrument; (iii) delivered by re

where the Products purchased under these GTCs are stored by or for Buyer and to take samples of such Products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any Products so taken.

22. Dispute Resolution

Sustainability Addendum

United States

Renewable Fuel Standard. In accordance with EPA's Renewable Fuel Standard ("RFS") regulations in 40 CFR Part 80 ("Regulation"), REG shall transfer title to Buyer that number of Renewable