

PURCHASE ORDER TERMS AND CONDITIONS

“Buyer” means, unless a different legal entity is specified on the face sheet of this purchase order, Valvoline LLC. “Seller” means the party selling the applicable products or services to Buyer. By selling products or services to Buyer, Seller confirms that the following terms and conditions apply to Buyer’s purchases. Any modifications must be in writing and signed by Buyer. References to “products” include items specifically provided for in the Agreement (as defined below) or incorporated in services Buyer purchases from Seller.

1. TERMS AND CONDITIONS OF PURCHASE. (a) Any products or services Buyer purchases from Seller by electronic, phone, paper or any other form of transmission, are purchased subject to the following: (i) if Seller already has a fully-signed purchase agreement currently in effect with Buyer, then the terms of that agreement shall control, and that agreement, together with the terms and conditions of this purchase order and any subsequent purchase orders issued under said agreement and not in conflict with that agreement, shall constitute the complete agreement; and (ii) if Seller does not already have a fully-signed purchase agreement currently in effect with Buyer, then the terms and conditions of this purchase order and any subsequent purchase orders issued hereunder shall constitute the complete agreement. The complete agreement as stated hereinabove shall be referred to as the “Agreement”. Purchase orders issued by Buyer shall only be binding when in writing. Oral arrangements between Seller and Buyer shall not be valid and binding, unless agreed and confirmed in writing by the parties.

(b) Seller may not assign or subcontract its obligations under the Agreement without the prior written consent of Buyer, and if Seller does so, the assignment or subcontract will be void.

(c) The Agreement shall be governed by, and interpreted under, the substantive laws of the State of New York, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the Agreement.

2. PRICING; PAYMENT. (a) Unless otherwise provided elsewhere in the Agreement, prices are: (i) stated in U.S. dollars; (ii) not subject to increase for the duration of the Agreement; and (iii) DDP (INCOTERMS 2010) at a facility specified by Buyer. No extra charges of any kind, including but not limited to surcharges, will be allowed unless first specifically agreed to by Buyer in writing.

(b) Unless prohibited by law, Seller will separately indicate on its invoices any taxes imposed on Buyer as a result of the sale or delivery of products or services.

(c) Unless otherwise provided elsewhere in the Agreement, the Buyer will be entitled to a 2.0% discount if payments are received within 15 days of the due date, and otherwise will be made within 60 days of the due date. Payments shall be due from the later of the date of Buyer’s receipt of (i) an undisputed invoice; or (ii) conforming products or services, as applicable. Invoice date must not precede shipping date. Buyer reserves the right to withhold 10% of any invoice related to equipment and/or parts supplied and/or services and/or work performed as retainer until satisfactory installation of such equipment and/or parts and/or satisfactory completion of such services and/or work.

(d) Seller represents, warrants, certifies and covenants that it is selling at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers any buyer for goods or services of the same or similar quality as those provided for in the Agreement. If, during the term of the Agreement, Seller makes an offer to sell any such goods or services to a third party at a lower price or upon one or more terms that are more favorable than the price or terms then applicable under the Agreement, then an equivalent reduction or modification of terms will apply to all products or services purchased thereafter for the balance of the term of the Agreement. On at least an annual basis or, upon request by Buyer, no more often than once during each six (6) month period, Seller shall deliver a certificate to Buyer, signed by an officer of the Seller, certifying that Seller was in full compliance with this Section 2(d) during the previous twelve (12) month period.

(e) If, at any time during the term of the Agreement, Buyer notifies Seller, in writing, that a third party has made a competitive offer to sell products or services pursuant to one or more terms (including, but not limited to, price, volume, quality and/or payment terms) that are more favorable to Buyer than the terms then in effect under the Agreement (the “Favorable Terms”), then Seller will meet, or notify Buyer that it will not meet, such Favorable Terms within seven (7) days of receipt of Buyer’s notice thereof. Seller’s failure to meet such Favorable Terms within such seven (7) day period shall be deemed a decision not to meet such Favorable Terms regardless of whether Seller specifically notifies Buyer thereof. If Buyer is obligated under the Agreement to buy certain quantities of products or services from Seller, and Seller does not meet the Favorable Terms as provided above, then Buyer will be released from its obligations with respect to any quantities of products or services available from the third party on such Favorable Terms.

(f) Buyer will be responsible for all sales, use, and similar taxes (excluding taxes based on or measured by the net income, net worth or gross receipts of Seller) imposed as a result of the sale of products or services. With notice to Seller, Buyer may pay such taxes directly to the taxing authority where allowed by law. Seller shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer's request, Seller will provide written evidence that Seller is properly licensed to collect the taxes paid by Buyer.

(g) If the Agreement obligates Buyer to buy a percentage of its product requirements from Seller, reasonable amounts of product purchased from a third party supplier for purposes of qualifying such products shall be deemed excluded from Buyer's requirements and can be used by Buyer for commercial production and sale.

3. TRANSPORTATION; DELIVERY. (a) Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Seller will promptly notify Buyer in writing if Seller anticipates difficulty in complying with a required delivery date and will use best efforts to meet the required delivery date. Buyer has no obligation to accept deliveries that are not made on the required delivery date. If Seller fails to meet a required delivery date, Buyer may procure replacement products or services and Seller will be liable to Buyer for all costs incurred by Buyer as a result of such failure.

(b) Unless otherwise provided elsewhere in the Agreement, delivery will occur, and title and risk of loss will transfer, when: (i) with respect to product not incorporated into services, conforming product passes into Buyer's storage facility; and (ii) with respect to product incorporated into services, the completed services have been accepted by Buyer.

(c) Should the required shipment documents for the ordered product not be supplied promptly or in accordance with the appropriate instructions, then such ordered product shall be stored at Seller's cost and risk until delivery of the complete documents.

4. INSPECTION. Buyer may inspect and test all products and services and all materials, equipment and facilities utilized by Seller in producing products or providing services for Buyer. Seller will maintain an inspection and testing system for the same that is acceptable to Buyer and will keep records of all inspection and testing data and, with respect to products, samples of each lot shipped, for five (5) years after delivery or six (6) months after shelf-life expiration, whichever is later. Unless otherwise agreed by Buyer in writing, Seller will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each product lot shipped.

5. WARRANTIES. In addition to any warranty implied by fact or law (a) Seller represents, warrants, certifies and covenants that all products and services will be:

(i) free of any claims by third parties; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; (iii) free from any and all defects, latent or patent; and (iv) to the extent that Buyer relies on Seller to specify the products or services, fit for their intended purpose. Seller further warrants it has good title to the products and that all (x) products will be merchantable, and (y) services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. The above representations, warranties, certifications and covenants will be in effect for a period of eighteen

(18) months from the date of receipt of conforming product by Buyer or twelve

(12) months from the date of final acceptance of services by Buyer; provided however, that where a latent defect is discovered, the above representations, warranties, certifications and covenants will be in effect for a period of twelve (12) months from the earlier of the date of discovery by Buyer of a latent defect in Seller's product or services or the date such latent defect should reasonably have been discovered by Buyer with the exercise of reasonable diligence. If any products or services fail to conform to the above representations, warranties, certifications and covenants, then Seller, at Buyer's option, will: (1) with respect to products, replace or repair the nonconforming products; (2) with respect to services, re-perform all services necessary to correct any such nonconformity; or

(3) refund the purchase price of the nonconforming products or services and any related costs incurred by Buyer.

Any replacement products or services also will be subject to the above representations, warranties, certifications, covenants and warranty periods. The warranty period for repaired products will be extended to account for the time lapsed until the repair was completed. If Seller does not replace, repair or re-perform, as applicable, within a reasonable time after notice of such nonconformance, Buyer may do so at Seller's expense. Seller further warrants that the products are produced in compliance with any applicable health statues, regulations and ordinances and that they are properly packaged and labeled in accordance with any applicable statues or regulations.

(b) Any rights or remedies of Buyer set forth in the Agreement are not exclusive and Buyer also has all rights and remedies available under applicable law.

6. QUANTITY TERMINATION; ORDER CHANGES. (a) Buyer may, by written notice to Seller, terminate its purchase of any quantity of products or services (i) for convenience, (ii) if Seller fails to complete or deliver any part thereof when required, and/or (iii) if Seller is in breach of any term of the Agreement, including, without limitation, any provision of Sections 7, 8 or 9 below. If terminating for convenience, Buyer will pay Seller termination charges equal to the cost of materials and labor incurred (and not otherwise mitigated) on ordered products or services prior to the date of Buyer's termination notice; provided Seller takes all steps reasonably necessary to mitigate such costs. Seller will notify Buyer, in writing, specifying the actual termination charges within thirty (30) days after termination. If termination is due to a failure of completion of delivery or breach of any material term of the Agreement, no termination charges will apply and Buyer may procure substitute products or services and Seller will be liable to Buyer for all costs incurred by Buyer as a result of such failure or breach.

(b) Prior to shipment or completion, Buyer may request changes with respect to the products or services to be provided, including, but not limited to, changes in method of shipping or packing, time or place of delivery and increases in delivered quantity. Seller will promptly notify Buyer of any resulting increase or decrease in cost and Buyer and Seller will agree on any price adjustment before implementing any such change, unless Buyer, at its sole option, chooses to withdraw its request for any such change.

7. COMPLIANCE WITH LAWS. Seller represents, warrants, certifies and covenants that Seller will comply with all applicable laws, rules, regulations and orders in performing its obligations under the Agreement, including, but not limited to, environmental, health and safety laws and regulations, immigration laws and those dealing with equal employment opportunity. To the extent that any products transferred under the Agreement contain hazardous materials, Seller will provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910,1200, as amended, if applicable, including a completed Material Safety Data Sheet (OSHA Form 20), and any other applicable law, rule or regulation, and mandated labeling information, or any similar requirements in any other jurisdictions to which Buyer informs Seller the products are likely to be shipped. To the extent applicable, (i) **where this contractor/vendor is a federal contractor or subcontractor, it must abide by the requirements of 41 CFR SS 60-1.4(a), 60-300.5(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, gender identity, sexual orientation, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status, or disability; and** (ii) all nonexempt contractors and vendors will comply with the provisions of 29 CFR Part 470 (Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees). From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements.

8. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS AND MATERIALS. (a) Seller will treat as confidential and not disclose any information received from Buyer in connection with the Agreement to any person not first authorized by Buyer in writing to receive it. Seller will use such information only as necessary to fulfill its obligations under the Agreement. Upon termination of the Agreement, all such information will be returned to Buyer, or at Buyer's option, destroyed by Seller. Seller will not make any announcement or release any information concerning the Agreement to any other person or entity, including, but not limited to, the press or any official body, except as required by law (and then upon prior written notice to Buyer), unless prior written consent is obtained from Buyer.

(b) All drawings, models, specifications and other documents and materials prepared by Seller specifically in connection with the products or services supplied under the Agreement will become Buyer's property and be delivered to Buyer, as part of the consideration for the Agreement, upon (i) completion, abandonment or postponement of the services or delivery of the products required by the Agreement, or (ii) termination of the Agreement. Seller hereby assigns any and all rights that it has in and to all such drawings, models, specifications, documents and materials to Buyer.

(c) Any proprietary rights in any drawings, models, specifications and other documents and materials provided to Seller by Buyer in connection with the Agreement shall at all times and for all purposes vest and remain vested in Buyer.

9. INTELLECTUAL PROPERTY INFRINGEMENT. Seller represents, warrants, certifies and covenants that the sale or use of the products or services provided to Buyer will not infringe or contribute to the infringement of any patents, trademarks, or copyrights anywhere in the world. If any product, service or part thereof is held to constitute an infringement, Seller will, at its expense, obtain for Buyer a license to use the product, service or part thereof or replace or modify the same, in a manner satisfactory to Buyer, so as to avoid the infringement. Seller shall not assert any of its patents or other intellectual property rights against Buyer or Buyer's affiliates, subsidiaries or customers worldwide in connection with any use of products, services or parts thereof provided to Buyer in the production, use, preparation, sale, or delivery of, or other action with respect to, the products or services of Buyer or Buyer's affiliates, subsidiaries or customers.

10. QUALITY. SHELF LIFE. (a) Seller will not change the manufacturing process, raw materials or the source of such raw materials, proportions of raw materials used in products delivered to Buyer, or the product specifications provided under the Agreement unless Seller notifies Buyer in writing of the change at least ninety (90) days before its implementation and Buyer agrees to the change in writing. Seller will be liable for all costs, losses and damages that Buyer, its affiliates and subsidiaries and their respective officers, directors, employees and agents (collectively, the "Buyer Party(ies)") may incur or suffer if Seller does not comply with the requirements of the preceding sentence. At Buyer's request, Seller will provide samples of product produced with the proposed change to test in Buyer's manufacturing process.

(b) Seller will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of products and services, including, without limitation, at Buyer's request, (i) the completion of quality assurance / product stewardship questionnaires within thirty (30) days of such request, and (ii) the execution of a more detailed quality assurance agreement for the products purchased hereunder.

(c) Where Buyer has communicated to Seller product complaints, Seller shall investigate and respond in writing within fifteen (15) business days from Buyer's complaint notice. The response should detail the root cause, corrective and preventive actions which will be taken and details of an improvement program.

(d) All products delivered by Seller shall have a remaining shelf life of at least 75%.

11. CUSTOMS AND TRADE. (a) Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. All purchases under the Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Seller will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration. In any case where Buyer agrees, in writing, to be the importer of record, Seller will provide all information needed to effect customs entry into each country into which the products are to be imported.

(b) Seller will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on products or articles manufactured from products provided under the Agreement.

(c) Seller will accurately indicate the country of origin of the products provided under the Agreement on the customs invoice and other applicable documentation. Seller will provide certificates of origin relating to such products within the meaning of the rules of origin of the NAFTA preferential duty provisions and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs.

12. INSURANCE - GENERAL. Seller shall maintain in full force and effect from the date of first sale of products and for three (3) years following the date of Buyer's last acceptance of products or services, the following minimum insurance coverage: (i) Commercial General Liability insurance on an "occurrence" basis including coverage for premises, contractual, products and completed operations liability with a combined single limit of \$2,000,000 for bodily injury and property damages; and (ii) Umbrella insurance with a limit of \$5,000,000 that follows form over the Commercial General Liability policy. The policies shall provide a worldwide coverage territory, respond to claims made anywhere in the world, and shall name the Buyer Parties as "additional insured's" on a primary and non-contributory basis. All required insurance must be with companies licensed in the jurisdiction in which the products are sold or services are rendered, and be acceptable to Buyer. No insurance will be deemed to be in effect until satisfactory certificates thereof are delivered to Buyer, containing provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or material change to, the policy.

13. SERVICES - LIENS; SITE RULES. (a) Seller will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against the products or services provided under the Agreement or the premises of any of the Buyer Parties or the improvements thereon, and Seller will fully defend, indemnify, hold harmless and reimburse the Buyer Parties with respect thereto.

(b) Seller will conform strictly to all of Buyer's site rules and regulations when performing services on the premises of any of the Buyer Parties. It is Seller's obligation to obtain a copy of Buyer's site rules.

(c) All Seller's employees providing services under the Agreement must be authorized to work in the jurisdiction where the services are performed.

14. INSURANCE - SERVICES ONLY

In addition to the requirements of Section 12, Seller shall maintain in full force and effect while performing any services for Buyer, whether or not on the premises of any of the Buyer Parties, the following minimum insurance coverage: (i) Worker's Compensation insurance providing statutory benefits per the applicable laws of the jurisdiction in which the services are to be performed, even where the provision of such insurance is not required by law; (ii) Employer's Liability/Stop Gap insurance with a limit of \$1,000,000 for bodily injuries by disease or accident; (iii) Automobile Liability insurance for owned, leased, non-owned or hired vehicles covering bodily injury, death and property damage, with a combined single limit of \$1,000,000 per accident; (iv) only if performing professional services for Buyer, Professional Liability insurance with a limit of \$2,000,000 and a retroactive date of at least the first date services are performed for Buyer or earlier; and (v) only if the services involve hazardous substances or environmental situations, Pollution Legal Liability with limits of at least \$5,000,000 each claim and aggregate, with broad form coverage and no non-standard exclusions. In addition to the general terms set forth in Section 12 for all policies set forth therein,

(vi) the Umbrella Coverage shall also follow form over Automobile Liability and Employer's Liability policies; and (vii) the Automobile Liability, Professional Liability and Pollution Legal Liability policies shall, where permitted by law, name the Buyer Parties as "additional insured" on a primary and non-contributory basis, and specifically insure the Buyer Parties for Seller's negligence and other culpable conduct; and (viii) the Professional and Pollution Legal Liability policies shall be kept in force (or purchase equivalent tail coverage) for three (3) years following the last date of Buyer's acceptance of the services. Where permitted by law, all policies shall contain a waiver of subrogation in favor of the Buyer Parties. Seller will also require insurance from all of its subcontractors with at least the same coverage and limits stated herein and provide satisfactory certificates of insurance prior to allowing subcontractors to enter onto any of the Buyer Parties' premises.

15. INDEMNIFICATION. Seller will fully defend, indemnify, hold harmless and reimburse the Buyer Parties and their shareholders, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including but not limited to litigation costs and expenses and attorneys' fees, arising out of, related to, or resulting from: (a) any breach of any representation, warranty, certification, covenant or agreement made by Seller in the Agreement;

(b) any negligence or willful misconduct of Seller, its affiliates, subsidiaries and/or their respective officers, directors, employees and/or agents (the "Seller Party(ies)") in connection with performance under the Agreement; (c) any litigation, proceeding or claim by any third party, including but not limited to any of the Seller Parties, relating to the obligations of Seller under the Agreement; and

(d) any of the Seller Parties' use, control, ownership, or operation of their respective businesses and facilities.

16. BUYER'S PROPERTY. Unless Buyer otherwise agrees in writing, all tools, equipment or other materials furnished to Seller by Buyer are the personal property of Buyer. Seller will adequately identify Buyer's property and safely store it separate and apart from Seller's property. Seller will not substitute any property for Buyer's property and will use such property only in fulfilling its obligations under the Agreement. While in Seller's care, custody or control, Buyer's property will be held at Seller's risk, kept insured by Seller at Seller's expense, and subject to removal at Buyer's request. Furthermore, Buyer shall not be liable for, nor have any obligation to insure against, any loss or damage to the Seller Parties' (or any of their subcontractors') tools, machinery, equipment and other personal property. Seller, on behalf of the Seller Parties, hereby waives their and their insurers' rights of subrogation against the Buyer Parties for damage or destruction to such property, and shall require all subcontractors to waive subrogation rights as well.

17. SET-OFF. Buyer may set off any amount owing at any time from Seller or any of Seller's affiliates or subsidiaries to Buyer or any of Buyer's affiliates or subsidiaries against any amount payable at any time by Buyer under the Agreement.

18. FORCE MAJEURE. (a) Any non-performance or delay in performance of any obligation of Seller or Buyer under the Agreement will be excused to the extent such failure or non-performance is caused by "Force Majeure." "Force Majeure" means any cause preventing performance of an obligation under the Agreement which is

beyond the reasonable control of the Seller or Buyer, and which, by the exercise of due diligence, could not be overcome, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, strike or other labor trouble, accident, riot, acts of a governmental authority, and acts of God. In no event shall Seller's ability to sell products or services at a better price or Seller's economic hardship in buying raw materials necessary to manufacture products at a commercially reasonable price constitute Force Majeure or an event of commercial impracticality .

(b) If Buyer or Seller is affected by Force Majeure, it will (i) promptly provide written notice to the other party, explaining the full particulars and the expected duration of the Force Majeure and (ii) use its commercially reasonable efforts to remedy the interruption or delay. In the event of Force Majeure, notwithstanding any other provision of the Agreement, Buyer will have the right to purchase products and services from other sources during the period of Force Majeure. If a Force Majeure extends for more than sixty (60) days, the Agreement may be terminated by Buyer upon written notice without any liability on its part.

(c) If a Force Majeure compels Seller to allocate deliveries of products or services, Seller will make such allocation in a manner that ensures Buyer at least the same proportion of the Seller's total output as was purchased by Buyer prior to the Force Majeure. Seller will use best efforts to source products or other items, at Seller's expense, from its own or its affiliates' and/or subsidiaries' global operations or the market in order to meet Buyer's required delivery dates.

19. TERMINATION. Each party reserves the right to terminate this Agreement and all of its obligations and liabilities hereunder by written notice to the other party if: (a) the other party breaches any of the terms or conditions hereof and fails to cure the same to the terminating party's reasonable satisfaction within thirty (30) days of the date of the terminating party's written notice specifying the nature of such breach; (b) the other party is adjudicated a bankrupt or if a petition under the Bankruptcy Act is filed by it; (c) a petition under the Bankruptcy Act is filed against the other party and is not vacated within thirty (30) days; (d) the other party makes an assignment for the benefit of its creditors; (e) a receiver of all or any portion of the other party's property is appointed; or (f) any action under any law for the relief of debtors is taken by or with respect to the other party. If Seller has not complied in any respect with Sections 7, 8 or 9 above, Buyer shall have the right to immediately terminate the Agreement, without further compensation to Seller. After receipt of a notice of termination, the Seller shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or purchase orders for materials, services or facilities, except as necessary to complete the continued portion of the Agreement, if any; and (iii) terminate all subcontracts to the extent that they relate to the work terminated.

20. ACCESS AND AUDIT. In order to assess Seller's work quality and compliance with the Agreement, Seller will permit Buyer reasonable access to (i) all locations where work is performed in connection with the products or services provided for in the Agreement, and (ii) Seller's books and records relating to the Agreement. Seller must maintain its books and records pertaining to the Agreement for at least three (3) years following the date of Buyer's last acceptance of products or services under this Agreement.