

**VALVOLINE CANADA CORP.**

**SALES TERMS AND CONDITIONS – CANADA**

1. SELLER warrants that Product will conform to the description stated herein. SELLER MAKES NO OTHER WARRANTY REGARDING QUALITY OR PERFORMANCE OF THE PRODUCT. THERE IS NO IMPLIED WARRANTY THAT THE PRODUCT WILL BE MERCHANTABLE OR FIT FOR BUYER'S PARTICULAR PURPOSE.
2. SELLER's sole liability and BUYER's exclusive remedy for non-conforming goods shall be refund of the purchase price, including direct costs incurred by BUYER for shipping, storing, handling or disposing of non-conforming goods.
3. IN NO EVENT SHALL THE SELLER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES.
4. BUYER shall pay all taxes, excises, fees or charges with respect to the sale or transportation of the Product.
5. BUYER represents that it is not insolvent.
6. BUYER acknowledges that it has received and is familiar with SELLER's labeling and literature concerning Product, and BUYER agrees to forward such information to its employees, independent contractors, and others who handle and use the Product for BUYER.
7. BUYER has independently determined the suitability of the Product for BUYER's use.
8. BUYER will comply with all laws, rules and regulations pertaining to handling of the Product, and BUYER assumes all risks and liability arising out of its use, storage, handling and resale of the Product. Buyer shall comply with all laws and regulations applicable to the transaction between Buyer and Seller including, without limitation, import, export and anti-corruption laws.
9. BUYER agrees to defend, indemnify and hold SELLER harmless against claims by any third party (including BUYER's employees and customers) arising out of BUYER's use, storage, handling or resale of the Product.
10. BUYER shall confirm the accuracy of all shipments, as to Product identity, quantity and quality upon receipt and BUYER waives all claims therefore unless made in writing and delivered to SELLER within ten (10) days after receipt of goods.
11. BUYER accepts SELLER'S point-of-shipment weights and measurements, unless proven incorrect. On sales made F.O.B. delivered basis, no allowances for shortage or damage will be made by SELLER unless BUYER furnishes acknowledgment from the carrier that same occurred in transit. On all sales made F.O.B. SELLER'S plant or warehouse, BUYER will, in the event of loss or damage in transit, file its own claim with carrier.
12. Neither BUYER or SELLER shall be liable for any delay in performance or non-performance for any cause beyond the reasonable control of the party affected, whether or not foreseeable, by the party affected.
13. If at any time the financial responsibility of BUYER, or the credit risk involved, shall become unsatisfactory to SELLER, SELLER may require cash or satisfactory security prior to subsequent shipments or deliveries hereunder. The election by SELLER to require such cash or security shall not affect the obligation of BUYER to take and pay for the contracted materials. BUYER agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by SELLER in the collection of any sum payable by BUYER to SELLER.
14. A final, complete, and exclusive statement of the entire contract is contained herein, including the face hereof, and no parol evidence, course of dealing, conduct, performance, or usage of the trade shall be relevant to supplement or explain it.
15. Any action on behalf of BUYER for breach of the contract must be commenced within one year after the cause of action has accrued.

16. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE PROVINCE OF ONTARIO, WITHOUT REGARD TO ANY CONFLICT OF LAWS RULES OR PRINCIPLES WHICH MIGHT REFER SUCH CONSTRUCTION TO THE LAWS OF ANOTHER JURISDICTION.

17. The Products may be subject to Canadian and/or U.S. government export control laws and regulations. Customer will comply with such regulations whenever it exports or re-exports the Product or any technical data related thereto.

18. Interest/Service charges may be applied to overdue accounts at the highest rate allowable by law.

19. Credit card transactions may not be accepted when the invoice(s) exceed 35 days from the date of the invoice.

20. The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including notices, be drawn up in English only. Les parties aux présentes confirment que c'est leur volonté que la présente convention de même que tous les documents, y compris les avis, s'y rattachant, soient rédigés en anglais