

VALVOLINE SALES TERMS AND CONDITIONS – US
(Updated August 1, 2016)

All orders are accepted and all sales are made subject to the provisions of any written contract signed by or on behalf of the purchasing entity listed on the invoice (the “Buyer”) and the invoicing Valvoline entity (“Seller”), or if no such agreement exists, subject to the terms on the invoice and the below provisions. All terms contained on any purchase order or similar ordering document shall not apply and are hereby rejected.

1. **PAYMENT.** Unless otherwise provided on an invoice, all payments are due net thirty (30) days from date of invoice. All amounts payable hereunder shall be paid by check or electronic transfer in United States funds at the location indicated on the invoice. To be timely, payment must be received by Seller within terms. Payments which are not timely received are subject to late charges at the lower of 18% per year or the maximum rate allowed by law. Seller retains and Buyer grants a security interest in the Product until Seller is paid in full.
2. **CREDIT RISK.** If at any time the financial responsibility of Buyer, or the credit risk of Buyer, shall become unsatisfactory to Seller, Seller may change Buyer’s payment terms and/or require cash or security satisfactory to Seller 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 Products. 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. Seller may set off any amount which Seller or any of Seller’s affiliates or subsidiaries owes at any time to Buyer or any of Buyer’s affiliates or subsidiaries against any amount payable at any time by Buyer hereunder.
3. **DELIVERY.** Buyer accepts Seller’s point-of-shipment weights and measurements, unless proven incorrect. Unless otherwise specified, all Product is delivered EXW Seller’s location (Incoterms 2010).
4. **WARRANTY.** Seller warrants that product(s) or services sold under any invoice (“Product”) will conform to Seller’s then current specifications and Seller will convey the Product with good title, free from any lawful lien or encumbrance other than the Seller security interest contemplated 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 USE OR PURPOSE. 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 thirty (30) days after receipt of Product.
5. **REMEDIES.** Seller’s sole liability and Buyer’s exclusive remedy for non-conforming Products shall be, at Seller’s option, (i) replacement, or (ii) refund of the purchase price. No claims will be recognized for Product disposed of or returned without Seller’s consent, and no shipping costs will be paid unless previously authorized in writing. IN NO EVENT SHALL SELLER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES.
6. **PRODUCT INFORMATION.** Buyer acknowledges that it has received and is familiar with Seller’s labeling and literature concerning Product including the Safety Data Sheets for the Product, and Buyer agrees to forward such information to its employees, independent contractors, agents, customers and others who unload, handle, store, transport, dispose, use or resell the Product for Buyer.
7. **BUYER’S USE.** Buyer agrees that Buyer has independently determined the suitability of the Product for Buyer’s application or use and assumes all responsibility for the results obtained by use of the Product whether alone or in combination with other materials.
8. **STORAGE AND USE.** 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 Buyer’s unloading, handling, storage, transportation, disposal, use and resale of the Product.
9. **INDEMNITY.** Buyer agrees to defend, indemnify and hold Seller, its affiliates, successors and assigns, officers, directors, shareholders, employees, independent contractors and agents harmless against claims by any third party (including Buyer’s employees and customers) arising out of Buyer’s negligence, misrepresentation or unloading, handling, storage, transportation, disposal, use or resale of the Product.
10. **FORCE MAJEURE.** Neither Buyer nor Seller shall be liable for any delay in performance or non-performance,

except for payment of amounts owed when due, for any cause beyond the reasonable control of the party affected, whether or not foreseeable by the party affected.

11. **TAXES.** Unless Buyer has provided Seller with evidence of exemption, Buyer shall pay all taxes, excises, fees or charges with respect to the storage, sale, use or transportation of the Product.
12. **EXPORT COMPLIANCE.** If Buyer exports or re-exports the Product, it is Buyer's responsibility to ensure compliance with all applicable U.S. export laws including, but not limited to, obtaining any required export license or other permission from any U.S. Government agency having export control authority over the Product.
13. **ANTI-CORRUPTION.** Buyer agrees that it will conduct itself in compliance with all applicable anti-corruption laws, including without limitation the Foreign Corrupt Practices Act, in connection with any import, export, use, resale or further distribution of the Product.
14. **LIMITATIONS ON LAWSUIT.** Any action on behalf of Buyer for breach of the contract must be commenced within one year after the cause of action has accrued.
15. **ENTIRE AGREEMENT.** A final, complete, and exclusive statement of the entire agreement between the parties is contained herein and on the invoice, and no parol evidence, course of dealing, conduct, performance, or usage of the trade shall be relevant to supplement or explain it.
16. **GOVERNING LAW.** This agreement shall be governed by and construed under the laws of the State of New York, without regard to the conflicts of laws provisions and excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods.