



## THE WORLD FUEL SERVICES AVIATION GROUP OF COMPANIES GENERAL TERMS AND CONDITIONS

### ARTICLE 1 – TERMS OF SALE, SUPPLY AND PROVISION OF SERVICES

The following terms of sale, supply and provision of services to customer ("Customer") shall constitute the general terms and conditions of World Fuel Services, Inc. and its Affiliates ("General Terms and Conditions", and, together with any Special Provisions (as defined below) the "Agreement") that sell products or provide services ("Services") (each such company, as applicable, referred to herein as "World Fuel"). As used herein, "Affiliate" means any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more.

### ARTICLE 2 – FUEL

2.1 Quality. World Fuel warrants that any aviation fuel or gasoline ("Fuel") supplied pursuant to the Agreement shall meet one of the following specifications, as set forth in the relevant purchase order or other written agreement accepted by World Fuel:

(a) (i) Jet Fuel: Grade Jet A-1, Joint Fueling System Check List, "Aviation Fuel Quality Requirements for the Jointly Operated Systems," Kerosene Type Fuel, latest issue; (ii) ASTM Standard D 1655, "Specification for Aviation Turbine Fuels" Jet A/Jet A-1, latest issue; (iii) British Ministry of Defense Standard DEF STAN 91-091, Turbine Fuel, Aviation "Kerosene Type," Jet A-1, latest issue; (iv) Grade Jet A1 GOST R 52050, latest revision, Jet A/Jet A-1 latest issue; (v) Canadian specification Can/CGSB-3.23, "Aviation Fuel, Kerosene Type" Jet A/Jet A-1, latest issue; Grade TS-1 and RT:GOST10227-86 "Jet Fuel Specifications," latest issue; (vi) Mexican Turbine Fuel Normative, NMX-L-004-1194-SCFI or (vii) Chinese No. 3 Jet Fuel, according to GB6537, latest issue.

(b) Aviation Gasoline: ASTM D-910 latest revision Grade 100LL and 100; Def Stan 91-90 Grades 100LL and 100.

2.2 Quantity. All quantities of Fuel purchased for Customer's account shall be measured and determined based upon meter readings at the delivery location. No adjustment for ambient temperature shall be made to Fuel quantities, unless otherwise determined by World Fuel in its sole discretion.

2.3 Inspection. Subject to approval by applicable authorities, Customer shall have the right, at its own expense, to inspect or test, to the extent practicable, at the time of Fuel delivery, any Fuel purchased pursuant to the Agreement prior to accepting delivery of such Fuel. If any Fuel does not conform to the specifications set forth in Section 2.1 or any applicable purchase order or other written agreement, Customer shall have the right, by prior written notice to World Fuel, to either reject such Fuel or require its correction. Fuel that does not conform to applicable specifications shall be corrected or removed at the expense of World Fuel after receiving written notice of non-conformity; provided that World Fuel shall be given the opportunity to inspect such non-conforming Fuel and that such Fuel has not been altered, combined with other products, stored or used in violation of applicable industry standards. Removal of Fuel under any other circumstances shall be at Customer's sole expense. In no event shall claims of non-conformity for quality, quantity or otherwise be accepted more than ten (10) days after delivery.

2.4 Delivery, Title and Risk of Loss. Subject to the terms and conditions of Article 7, delivery of Fuel shall be deemed complete and title and risk of loss to Fuel shall pass to Customer when Fuel passes, as applicable, (a) the flange of World Fuel's or its agent's delivery equipment, (b) the first flange connection of the receiving storage system or (c) the inlet coupling of the receiving aircraft.

2.5 Specific Gravity or Density Measurement. Upon Customer's request, World Fuel or a representative, agent, subcontractor or Third Party Vendor may provide the most current specific gravity or density measurement of Fuel from airport storage, or provide Customer with appropriate devices to measure Fuel at Customer's aircraft. Notwithstanding the foregoing, Customer shall not hold World Fuel responsible for any claims or expenses related to World Fuel providing the specific gravity or density measurement or such devices, except to the extent caused by World Fuel's willful misconduct or gross negligence.

#### 2.6 Sustainable Fuel.

##### (a) Carbon Offsets.

(i) Unless governed by a separate written agreement between the parties hereto, the COFs (as defined below) ordered by Customer and retired by World Fuel are governed by this Section 2.6.

(ii) The COFs will be set forth as a separate line item on invoices issued to Customer. As set forth in the applicable confirmation, the COF price, as well as price notification or quote, will be set by World Fuel in its sole discretion and may differ from the price that World Fuel paid for the COFs.

(iii) World Fuel will certify to Customer, in writing, the permanent retirement of the COFs ordered by Customer from World Fuel. Any certificate issued to Customer by World Fuel in that regard is for informational purposes only and will provide the retirement details to the extent received by World Fuel from the applicable registry.

(iv) World Fuel warrants that (A) the COFs ordered by Customer will be permanently retired in the applicable registry by World Fuel; and (B) such COFs have not been sold or transferred to another party by World Fuel.

(v) Except as expressly set forth in Section 2(a)(iv), World Fuel makes no representations, warranties or guaranties whatsoever relating to the COFs. It is expressly understood by Customer that the COFs to be retired by World Fuel hereunder are not part of any renewable energy certificate program or any other regulated carbon emission compliance program, and are not part of any renewable portfolio standard or any other local, state, provincial, federal, national or supranational law, rule, regulation or other governance regime for renewable or sustainable energy products.

(vi) "COFs" mean voluntary emission reduction units or credits issued as part of a carbon offset registry program for the reduction of 1 tonne of CO2 or its equivalent when converted into the applicable units for the sale and purchase of fuel (e.g., gallons of fuel), and may include, in World Fuel's sole discretion, one or more of the following classes of units or credits: (a) Gold Standard Verified Emission Reduction; (b) Verified Carbon Standard; (c) ISO14064 CDM; or (d) any other class of carbon credits.

### ARTICLE 3 – CUSTOMER RESPONSIBILITIES

3.1 Fuel. Customer and Customer's associates, affiliates, representatives, contractors, sub-contractors, directors, officers, managers, partners, employees, agents and volunteers (collectively, "Customer Associates") shall be responsible for operating all appropriate switches, valves, and fuel quantity indicators on Customer's aircraft, but if all or part of this function is carried out by or on behalf of World Fuel, whether requested or otherwise, Customer shall indemnify World Fuel on the terms set forth herein. Where local airport regulations permit fuelling or defuelling of aircrafts while passengers are on board, such fuelling or defuelling may be undertaken by or on behalf of World Fuel. In such instances, Customer hereby agrees to (a) provide an indemnity with respect to such activities on the terms set forth in this Article 3, (b) ensure that Customer and all Customer Associates comply with the provisions of local airport regulations relating to the operation, (c) ensure that instructions regarding the safety of passengers are issued to and observed by all applicable Customer Associates, and (d) ensure that all passengers embarking or disembarking the aircraft are safely moved under the supervision of competent personnel via a safe route away from such operations and are actually prevented from smoking or causing any other potential source of ignition, and are prevented from lingering. Customer agrees to indemnify and hold World Fuel and its associates, affiliates, subsidiaries, representatives, contractors, sub-contractors, and their respective directors, officers, managers, partners, employees, agents and volunteers (collectively, "World Fuel Associates") harmless against all claims, demands, proceedings, damages and liabilities for loss of or damage ("Losses") to any property whatsoever or for injury, including fatal injury or disease to any person whatsoever, and against all associated costs (including legal costs) and expenses that arise out of or are connected with actions or omissions in the performance by or on behalf of World Fuel or any World Fuel Associate of any or all of the activities described in this Section 3.1.

3.2 Services. Customer shall: (a) cooperate with World Fuel in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by World Fuel, for the purposes of performing the Services; (b) respond promptly to any World Fuel request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for World Fuel to perform the Services in accordance with the requirements of the Services; (c) provide such Customer materials or information as World Fuel may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3.2.1 Customer's Acts or Omissions. If World Fuel's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Customer or any Customer Associate, World Fuel shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any Losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

3.2.2 Change Orders. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. World Fuel shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; and (d) any other impact the change might have on the performance of the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding the foregoing, World Fuel may, from time to time, change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates agreed to by the Customer and World Fuel.

### ARTICLE 4 – PRICES.

4.1 All prices are quoted in U.S. Dollars (or other applicable local currency as set forth in any Special Provisions (as defined below)) and exclusive of all applicable Taxes (as defined below), which shall be invoiced as separate line items (unless otherwise set forth in any Special Provisions). World Fuel's failure to include any Tax(es) on an invoice shall not relieve Customer from liability therefor. In addition, World Fuel may charge Customer for additional fees and charges specified in the Agreement, set forth in any written agreement between World Fuel and Customer, in any quote provided to the Customer, or as otherwise disclosed to Customer prior to or at the time of delivery of any Fuel or Services. World Fuel may charge Customer a minimum volume processing fee of up to \$50 USD for fuel uplifts of less than 500 USG. Invoice amounts related to services may not reflect World Fuel's actual cost for third party services. Any supplier or provider rebates, discounts or incentives belong to World Fuel.

4.2 Unless otherwise agreed upon in a written agreement between World Fuel and Customer, World Fuel reserves the right to increase or decrease prices at any time immediately upon notice to Customer. Notwithstanding any written agreement to the contrary, if due to circumstances beyond its control, World Fuel's cost of supplying Fuel or Services to Customer increases as a result of World Fuel being unable, or able only on commercially unreasonable terms, to obtain supplies of Fuel or Services from its normal sources and recognized routes for such supplies, then World Fuel may give Customer written notice of its intention to increase the price payable at an affected delivery location, by the addition of a surcharge to reflect such increase in cost. If at the time of giving such notice, World Fuel is unable to specify the amount of any surcharge applicable to a delivery location, the surcharge to be applied to that location shall be World Fuel's best estimate of such amount and the necessary adjustment shall be made as soon as possible thereafter. If Customer is unwilling to accept the surcharge, the surcharge shall nevertheless apply with effect from the date of World Fuel's notice, but Customer shall have the right, within ten (10) days of the date of World Fuel's notice, to give written notice

to World Fuel withdrawing the delivery location in question from the applicable delivery schedule or purchase order. Withdrawal of the delivery location shall be effective fifteen (15) days after the date of Customer's notice of withdrawal. Notwithstanding the provisions of this Section 4.2, any price change effected by official government notification including, without limitation, any price change effected by any governmental authority, regulatory body, governmental agency or the like, whether domestic or foreign, shall be effective from the official date of change as determined by such government notification, regardless of whether notice has been provided to Customer.

**4.3 Ancillary Services and Third-Party Vendors.** Fuel or Services delivered pursuant to the Agreement may be delivered by independent contractors, agents or third party vendors or service providers, including without limitation field transporters and into-plane agents (collectively, "Third-Party Vendors"). World Fuel shall coordinate and make any arrangement for Fuel or Services with Third-Party Vendors, but World Fuel does not undertake any obligations to supervise Third-Party Vendors' operations or investigate such Third-Party Vendors. Customer further agrees to pay or reimburse World Fuel for all charges invoiced to World Fuel by third parties for ancillary services procured by or on behalf of Customer and invoiced to World Fuel. World Fuel may charge an administration fee up to fifteen percent (15%) of the invoiced amount for all ancillary service charges from Third-Party Vendors that are processed by World Fuel.

**4.4 Third-Party Charges.** Customer shall be responsible for any fees assessed by a third-party and/or incurred by World Fuel as a result of Customer procuring and/or ordering/requesting Fuel and/or Services through third-party websites or service providers.

## **ARTICLE 5 - TAXES, DUTIES AND FEES**

Customer is responsible for all duties, taxes, assessments, fees, or other charges, including but not limited to tariffs, excise tax, duty, value added tax, goods and services tax, mineral oil tax, energy tax, sales tax, use tax or any other tax or other governmental charges (excluding taxes on income), whether foreign or domestic, that now or in the future may be imposed directly or indirectly by any taxing authority or airport authority, on the production, manufacture, transportation, storage, sale, resale, use, delivery, exportation, importation or other handling of any commodity, or any component thereof, or on any feature or service related thereto (collectively "Taxes") Customer will present World Fuel with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before passage of risk, pursuant to Section 2.4, necessary to satisfy World Fuel's concerns in connection with any Taxes. Customer's failure to provide World Fuel with such required documentation will result in the inclusion of all appropriate Taxes on applicable invoices and the recovery of any imposed Taxes will be the responsibility of Customer. Customer shall indemnify and hold World Fuel and World Fuel Associates harmless for Losses World Fuel Associates may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by World Fuel to the extent necessary to further the intent of this Article 5 or to recover any amounts improperly paid to any governmental authority or other agency.

## **ARTICLE 6 – INVOICING, CREDIT AND PAYMENT TERMS**

**6.1 Invoicing.** World Fuel shall invoice Customer for all sums due for Fuel or Services sold pursuant to the Agreement. World Fuel's invoices shall be denominated in U.S. Dollars, unless otherwise agreed. If the prices of Fuel or Services invoiced to World Fuel are specified in currencies other than U.S. Dollars, those prices, together with any duty, tax, assessment, fee or charge (whether or not included in those prices) specified or incurred in a currency other than U.S. Dollars, shall be converted into U.S. Dollars as calculated by World Fuel in accordance with its usual business practice from time to time. In addition, should the transactions between World Fuel and Customer involve currency conversion for any other reason whatsoever, such conversion will likewise be calculated in accordance with World Fuel's usual business practices. Any delay by World Fuel in invoicing Customer shall not relieve Customer of its payment obligations under the Agreement. Invoices sent by mail, fax, email or other electronic transmission shall all be considered original invoices.

**6.2 Payment.** All payments shall be made prior to the delivery of any Fuel or Services. If, upon World Fuel's written consent, Customer is not required to make any payments in advance, Customer shall pay all World Fuel invoices on the earlier of (a) the due date specified on the applicable invoice or (b) thirty (30) days from the date of Fuel delivery or the provision of Services. All payments shall be made to the World Fuel account details indicated on the front of any applicable invoice in U.S. Dollars, unless otherwise agreed, by electronic funds transfer or wire transfer of immediately available funds. If payment is made via regular check rather than via electronic funds transfer or wire transfer, any such funds received shall not be applied to Customer's account until five (5) business days after receipt of such check by World Fuel. If payment is received after 2:00 p.m. Eastern time., then the payment check shall be deemed received the next business day. If a payment due date falls on a weekend or any bank holiday in the country where payment is to be remitted other than a Monday, payment must be made on the first prior available banking day. If the payment due date falls on a Monday bank holiday, payment may be made on the next available banking day. Customer and World Fuel are responsible for their respective banking charges. Notwithstanding any disputes regarding quality, quantity or any other matter, Customer waives any right of set-off or adjustment against payments due World Fuel hereunder. Customer shall initially pay the full amount due under any invoice and any disputes shall be resolved between Customer and World Fuel after such payment has been made. Thereafter, any refund due by World Fuel shall be paid to Customer. Without limiting the generality of the foregoing, in no event shall Customer have the right to withhold payment of any undisputed amounts or fees. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by World Fuel of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by World Fuel of its right to impose such charges on other or subsequent deliveries. World Fuel reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by World Fuel in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by World Fuel in connection with any collection activities undertaken by World Fuel for the non-payment of any amounts due hereunder by Customer.

**6.3 Waiver of Objections to Invoices.** Customer shall have fully and irrevocably waived all objections to World Fuel's invoices and the contents thereof unless, within thirty (30) days after receipt, Customer shall deliver to World Fuel, by registered, certified or overnight mail, written objection to such invoice specifying in detail any alleged error(s) contained therein.

**6.4 Credit.** To the extent that World Fuel extends credit terms to Customer, and notwithstanding any terms to the contrary in any written agreement or purchase order, Customer's outstanding balance shall never exceed the credit limit specified by World Fuel. Availability under the credit limit shall be calculated by adding the total of the invoiced balance, plus the good faith estimate of the dollar amount of uplifted Fuel and Services obtained and utilized but not yet billed to Customer, and subtracting same from Customer's total credit limit. Customer may request a weekly written or verbal estimate of any unbilled Fuel and Services obtained and World Fuel shall provide such good faith estimate in response as soon as commercially practicable. Both Customer and World Fuel hereby acknowledge that: (a) the good faith estimate is merely an estimate and can deviate from the actual unbilled amount, due to forces outside of either party's control, including but not limited to, charges and fees from third

party vendors, and (b) World Fuel shall not be liable for any delay in providing such estimate. Nonetheless, World Fuel and Customer agree to be bound by the good faith estimates of World Fuel as to the unbilled portion of the credit limit and Customer shall have no recourse against World Fuel for any inaccuracies in the calculation thereof. World Fuel reserves the right to modify or cancel the credit limit or credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. World Fuel may, in its sole discretion, elect not to extend or may cancel any credit terms provided to Customer, prior to each delivery of Fuel or Services, in which case Customer shall: (i) make a prepayment to World Fuel; (ii) cause to be issued a letter of credit or similar document in favor of World Fuel in a form, in an amount and from a bank that is acceptable to World Fuel from time to time in its sole discretion, or (iii) give other security to World Fuel in a manner, of a type, in a form and in an amount that is acceptable to World Fuel in its sole discretion. Customer's complete compliance with the foregoing provision shall be a condition precedent to World Fuel's obligation to deliver Fuel or provide Services under the Agreement.

6.5 **Suspension of Delivery or Provision of Service.** World Fuel reserves the right, in addition to all other rights and remedies available to it hereunder and under the law, in equity or otherwise, to suspend further deliveries of Fuel and/or the provision of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, if Customer's outstanding balances exceed the applicable credit limit, or if World Fuel, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6.6 **Events of Default.** If Customer fails to perform any of the terms of the Agreement and if such default is not cured within two (2) days of giving written notice to Customer, then World Fuel may immediately terminate the parties' contractual relationship. In addition, World Fuel may terminate the Agreement with immediate effect upon written notice to Customer, if Customer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. In any event, termination shall not remove Customer's obligation to pay in full for Fuel and/or Services received.

## **ARTICLE 7 – SECURITY**

7.1 **Liens.** In consideration of any credit terms extended to Customer and as security for the payment of amounts due from Customer to World Fuel, Customer, either as owner of the aircraft or as duly authorized agent of the owner, hereby grants World Fuel (a) a first priority security interest in the Fuel until the purchase price therefor (and any sum payable under any invoice) is paid in full and (b) a lien on and a security interest in each aircraft (including all engines and equipment) as to which Fuel or Services have been provided (collectively, the "Collateral"). The Collateral includes any aircraft described in Customer's account application submitted to World Fuel. The Agreement constitute a security agreement for purposes of the Uniform Commercial Code. World Fuel has the right to file any documents (including Uniform Commercial Code financing statements) relating to the Collateral, without Customer's signature or consent, as may be necessary or appropriate to perfect World Fuel's security interest in the Collateral. In addition, Customer agrees to promptly sign any such documents if requested by World Fuel. In the event of default on the part of Customer under the Agreement, World Fuel shall have the right, in addition to all other rights and remedies available under law, in equity or otherwise, to retain and/or repossess and sell, without court order, the Collateral at public or private sale, and World Fuel may be the purchaser at such sale for reasonable value. Customer shall be responsible to pay all reasonable attorneys' fees and costs of repossession, insurance, storage and sale of the Collateral. In the event repossession occurs, Customer shall sign and deliver to World Fuel documents of title to the Collateral (including a bill of sale and any existing certificate of registration). In the event of default, World Fuel shall be authorized to retain and/or repossess the Collateral without demand and for this purpose to enter upon the premises where the Collateral is located and remove such Collateral. World Fuel shall, in addition, have all rights and remedies available under law, in equity or otherwise, by statute or otherwise, including the right to enforce any non-consensual or other lien arising by operation of law, by statute or otherwise.

7.2 **Set Off.** Customer acknowledges and agrees that World Fuel may, without prejudice to its rights and remedies hereunder or at law or in equity, offset or net any amounts or payables owed by Customer or Customer's affiliates to World Fuel against any amounts or payables owed by World Fuel to Customer or to Customer's affiliates under this Agreement or any other agreement or transaction between World Fuel and Customer or Customer's affiliates. Customer hereby waives any objection and shall not challenge such setoff rights hereunder in any proceeding or in connection with any claim or dispute with World Fuel.

## **ARTICLE 8 – FUEL CARDS**

8.1 **Fuel Cards.** World Fuel may in its sole discretion issue fuel card(s) or charge cards to Customer (collectively, the "Cards") in order to enable Customer to purchase Fuel or Services, subject to availability, on credit at locations where World Fuel does business. To the extent issued, the Cards shall be valid upon receipt and through the expiration date printed on their face. Customer acknowledges that the Cards are non-transferable and have been provided by World Fuel for Customer's exclusive use. No other person or entity is permitted to use the Cards for charges, identification, or for any other reason. By using the Cards, Customer agrees to the Agreement and to pay for all fees, interest and penalties billed to Customer's account as a result of charges incurred by Customer and Customer Associates. Payment for such fees and other charges will be made in accordance with the Agreement. Customer shall be responsible for ensuring that the information printed on the Cards or relating to such Cards is and remains accurate. Customer's failure to provide accurate information may cause Cards to be suspended. Furthermore, Customer agrees to notify World Fuel immediately if a Card is lost or stolen, or if Customer suspects such Card is being used without its permission. Customer shall be responsible to pay for all charges incurred prior to such notification. World Fuel may in its sole discretion, revoke Customer's right to use the Card at any time, with or without cause. Customer may cancel the Cards at any time by providing written notice to World Fuel.

8.2 **AVCARD.** AVCARD transactions, the use of the AVCARD and other cards issued by World Fuel are subject to the AVCARD Charge Card General Terms and Conditions only, which are set forth at [https://www.wfscorp.com/Aviation/Business\\_Aviation/pdf/wfs-ba-avcard-tc.pdf](https://www.wfscorp.com/Aviation/Business_Aviation/pdf/wfs-ba-avcard-tc.pdf).

8.3 **World Fuel Rewards.** Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Member, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-members/>

## **ARTICLE 9 – LIMITATIONS OF WARRANTY, LIABILITY AND INDEMNITY**

9.1 **Limitations of Warranties.** **EXCEPT AS SPECIFICALLY PROVIDED IN ARTICLE 2.1 AND ARTICLE 10.1, THERE ARE NO GUARANTEES, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS OR SUITABILITY OF THE FUEL FOR ANY PARTICULAR PURPOSE OR OTHERWISE. ANY SUCH WARRANTIES IMPLIED BY APPLICABLE LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE.**

9.2 **Indemnity and Limitation of Liability.**

(a) World Fuel and Customer acknowledge and agree that the Agreement and the transactions consummated pursuant hereto and any applicable purchase order or agreement are not intended to benefit or create any rights or causes of action in or on behalf of any person other than World Fuel and Customer. In that regard, Customer agrees to indemnify, defend and hold harmless World Fuel, its affiliates, and their respective equity holders, officers, managers, directors, employees, agents and permitted assigns from and against any and all liabilities, losses, claims, costs, expenses and damages (including reasonable attorneys' fees) of whatever nature incurred by any such indemnitee as a result of any claim brought by any third party in connection with any fuel or services provided hereunder except to the extent such liabilities result directly out of world fuel's gross negligence or willful misconduct. **FURTHERMORE, WORLD FUEL SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR (1) ANY DELAY OR (2) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (3) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (4) LOSS OF GOODWILL OR REPUTATION OR (5) ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR (6) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF WORLD FUEL'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF FUEL.**

(b) **IN NO EVENT SHALL WORLD FUEL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO WORLD FUEL PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

9.4 Limitation on Claims. No action shall be brought against World Fuel by Customer arising out of any purchase of Fuel or provision of Services under the Agreement more than two (2) years from the date of delivery of such Fuel or provision of such Services.

#### **ARTICLE 10 – REPRESENTATIONS AND WARRANTIES (TRIP SUPPORT SERVICES)**

10.1 Limited Warranty. World Fuel represents and warrants to Customer that it shall perform the Services related to trip support using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

10.2 Warranty Claims. World Fuel shall not be liable for a breach of the warranty set forth in Section 10.1 unless Customer gives written notice of the defective Services, reasonably described, to World Fuel within thirty (30) days of the time when Customer discovers or ought to have discovered that the Services were defective.

10.3 Remedies. Subject to Section 10.2, World Fuel shall, in its sole discretion, either: (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate. **THE REMEDIES SET FORTH IN THIS SECTION 10.3 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND WORLD FUEL'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10.1.**

#### **ARTICLE 11 – NO RELIANCE**

World Fuel and Customer each recognize and acknowledge that: (a) it is acting as a principal; (b) the other party is not acting as a fiduciary or financial or investment advisor for it; (c) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth herein; (d) it has not been given by the other party (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) any transaction between the parties; (e) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own business decisions based upon its own judgment and upon any advice from advisors as it has deemed necessary, and not upon any view expressed by the other party; (f) its decisions have been the result of arm's length negotiations between the parties; and (g) each have a full understanding of all of the risks associated with the transactions entered into between the parties (economic and otherwise), and it is capable of assuming and willing to assume those risks.

#### **ARTICLE 12 – MODIFICATIONS, RENEWALS AND EXTENSIONS**

To the extent a term is specified in any written agreement or purchase order, such term may only be modified, renewed or extended pursuant to a separate written agreement between the parties, and no act or failure to act by either party shall have the effect of modifying, renewing or such agreement.

#### **ARTICLE 13 – FORCE MAJEURE**

(a) Neither party shall be in breach of nor have any liability for its failure to perform any obligation under the Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to:

- (i) any act of God;
- (ii) fire, accident or explosion;
- (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition;
- (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, cyberattack or civil commotion;
- (v) any hack, electronic intrusion, or other unauthorized access or manipulation of any computer, electronic data, or electronic system;
- (vi) any pandemic, epidemic or quarantine restriction;
- (vii) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group;
- (viii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator;
- (ix) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused;

- (x) shortage in raw material, transportation, manufacturing, or Fuel from World Fuel's contemplated source of supply;
- (xi) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected party may be subject.

(b) In the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, World Fuel may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) World Fuel shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) World Fuel shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of World Fuel.

(e) If due to a Force Majeure Event World Fuel is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, World Fuel shall have the right in its sole discretion to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

#### **ARTICLE 14 – CONFIDENTIALITY, CUSTOMER INFORMATION AND PRIVACY**

14.1 Confidentiality. Unless consented to in writing by World Fuel, Customer undertakes to keep confidential the terms of any transaction specific information, including but not limited to pricing information, except as required by applicable law, whereupon Customer shall, where permitted to do so, immediately advise World Fuel of such disclosure.

14.2 Customer Information. Customer hereby authorizes World Fuel and its employees, attorneys, agents, successors and assigns to obtain, from any person, source or entity (including banks, financial institutions and credit agencies) any and all information (including personal and confidential information) concerning Customer's and guarantors' credit history and status, deposits and balances with financial institutions, sources of income, assets, present and prior employment, mortgage, financing and/or rental records and insurance coverage. Any such information will be held, used and processed by World Fuel to: (a) manage Customer's account(s); (b) confirm, update and enhance World Fuel's customer records; (c) for statistical analysis; (d) establish any identity or otherwise as required under applicable law; (e) assess Customer's credit status on an ongoing basis; (f) collect any amounts due from Customer to World Fuel; and (g) otherwise as considered necessary or appropriate by World Fuel. In each case, the use of the information may continue after Customer has stopped purchasing Fuel or Services from World Fuel. In addition, Customer may be requested to provide further authorizations and disclosures, and satisfy other conditions, as may be necessary to satisfy credit assessments, money laundering or fraud detection requirements. World Fuel may disclose information relating to Customer and/or Customer's account(s) (including personal and confidential information) to: (i) credit reporting or reference agencies; (ii) any agent or sub-contractor of World Fuel performing services in connection with Customer's account, including agents and attorneys collecting amounts due to World Fuel; (iii) any person to whom World Fuel proposes to transfer any of its rights and/or duties under the Agreement; (iv) any guarantor or person providing security in relation to Customer's obligations under the Agreement; (v) as required or permitted by law or any regulatory authority; (vi) affiliates and subsidiaries of World Fuel; and (vii) as otherwise considered necessary or appropriate by World Fuel. Without prejudice to any other provisions for termination contained in the Agreement, all amounts due and owing by Customer to World Fuel shall become due and payable immediately if any information provided by Customer to World Fuel is inaccurate in any material respect or if any material information is omitted.

14.3 Privacy. Customer agrees and acknowledges that all communications between World Fuel and Customer, including but not limited to telephone calls and e-mails, may be monitored and/or recorded for quality control and to insure compliance with all applicable laws and regulations.

#### **ARTICLE 15 – TRADE SANCTIONS AND EXPORT CONTROLS**

Customer acknowledges that the Government of the United States of America has imposed: (a) trade sanctions and export restrictions against certain countries and political areas and companies, nationals and U.S. Government-designated nationals of such countries and areas, (b) restrictions on U.S. companies and nationals doing business with them, and (c) restrictions on U.S. companies and nationals doing business with certain companies and persons who the U.S. Government has determined have violated the foregoing restrictions. Customer agrees that it shall keep itself informed of and shall comply with such sanctions and restrictions as they are revised from time to time, and that neither Customer, any Customer Associates nor any of the parties receiving or purchasing Fuel or Services on behalf Customer hereunder shall be entities or individuals subject to such sanctions and restrictions. Customer shall at all times comply with all applicable laws, foreign and domestic, applicable to Customer's business and the Agreement. The Customer shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, license and permits necessary to conduct its business relating to the Services and the purchase of Fuel.

#### **ARTICLE 16 – ATTORNEY'S FEES AND JURISDICTION**

16.1 Attorneys' Fees. In the event of any litigation between the parties relating to the Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses (including attorneys' fees) incurred in connection with such litigation.

16.2 Jurisdiction. The Agreement and any transaction order relating thereto shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. In any action or proceeding arising out of or relating to the Agreement (an "Action"), each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Miami, Florida and further agrees that any Action may be heard and determined in such Florida federal or state court. Disputes over payment and collection may be resolved, at World Fuel's option, in Florida courts or in the courts of any jurisdiction where the Customer may have any asset or where jurisdiction is otherwise proper. Each of the parties hereby irrevocably submits to the jurisdiction of any such court, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum or its foreign equivalent to the maintenance of any action in any such court. World Fuel shall be entitled to assert its rights of lien or attachment or other rights, whether in law, equity or otherwise, in any country where the Customer has any assets. Customer waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by

certified mail, registered mail, or any other manner of delivery that provides for return receipt directed to Customer at its address set forth in the agreement or otherwise provided to World Fuel in writing.

16.3 Trial by Jury. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THE AGREEMENT.**

16.4 Waiver of Immunity. To the fullest extent permitted by applicable law, Customer expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by World Fuel against Customer or Customer's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Customer to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Customer's revenues and/or assets (whether before or after judgment); and (e) execution or enforcement of any judgment to which Customer or Customer's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction.

16.5 Deceptive Trade Practices. Customer hereby waives all causes of action and remedies to which Customer is or may become entitled under the Texas Deceptive Trade Practices Consumer Protection Act and the Florida Deceptive and Unfair Trade Practices Act.

## **ARTICLE 17 – GENERAL**

17.1 Assignment. Customer shall not assign, transfer, delegate or novate the Agreement or any right or obligation arising hereunder, in whole or in part, without the prior written consent of World Fuel. The Agreement and any amounts due from Customer pursuant hereto may be assigned or pledged at any time by World Fuel, in its sole discretion, without prior notice to, or consent of, Customer. Fuel and Services may be provided by contractors, agents, subcontractors, Third-Party Vendors or an Affiliate of World Fuel. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the seller of the Fuel and/or Services (the "Responsible Party") for all purposes hereunder, and shall be the sole defendant and responsible party in any Action by Customer relating to such transaction or otherwise arising hereunder. Customer shall look only to the Responsible Party for performance hereunder, and for claims or damages arising from any breach of the Agreement, and no other party shall be liable hereunder. In any Action to collect amounts due hereunder, or to otherwise enforce the terms hereof, the Responsible Party (or the party which has been assigned the invoice or account receivable in question) shall be the only necessary party in such Action, and no other party shall be required to join in such Action or be a party thereto.

17.2 Waiver and Amendment. No amendment or waiver, whether partial or whole, of the Agreement or any provision hereof shall be effective unless agreed in writing by World Fuel. Any written waiver, whether partial or whole, by World Fuel on one occasion shall not constitute an effective waiver of any right or remedy available at law, in equity, or otherwise, including any right or remedy contained in the Agreement on a subsequent occasion, regardless of presentment of the same issue or matter, unless expressly provided for in the prior written waiver. No remedy referred to in the Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to World Fuel at law or in equity. All remedies under the Agreement survive termination of the Agreement. Failure by World Fuel to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. World Fuel has the right to amend the Agreement at any time without notice to Customer.

17.3 Severability. If any provision of the Agreement is deemed invalid, void or unenforceable then the remainder of the Agreement shall not be impaired or invalidated and each such provision shall remain in full force and effect to the extent permitted by law.

17.4 Headings. The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting the Agreement.

17.5 Notices. All claims, notices and other communications hereunder required to be in writing, shall be deemed to have been duly given to World Fuel when received by World Fuel via email at legalnotices@wfsocorp.com and, unless otherwise agreed by World Fuel in writing, a copy of any such communication shall also be sent to World Fuel via certified or registered mail or by overnight courier at the following address: 9800 NW 41st Street, Miami, Florida 33178, USA, Attention: General Counsel. Unless otherwise provided in this Agreement, any communication by World Fuel to Customer shall be effective if sent by certified or registered mail, overnight courier or by email to the address of the Customer set forth in the Agreement, appearing on any invoice issued pursuant to this Agreement or provided by Customer in the account application submitted to World Fuel. Any alterations by Customer to the contacts or addresses so provided shall be effective only upon written notice to World Fuel.

17.6 Advertising. A party shall not, without the prior written consent of the other party, use the name or any trade name or registered trademark of the other party or any affiliate of the other Party in any advertising or communications to the public in any format except as necessary to perform its obligations hereunder, nor shall a Party make publicity releases or announcement regarding the Agreement. Each party shall cause its employees and agents to comply with these requirements.

17.7 Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the World Fuel in the course of performing the Services (collectively, the "Deliverables") except for any confidential information of Customer or Customer materials shall be owned by World Fuel. World Fuel hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

17.8 Personal Data.

(a) World Fuel may collect, process and use personal data, such as name and contract details, of Customer's employees or representatives ("Personal Data").

(b) Customer appoints World Fuel as a processor to process the Personal Data that is the subject of the Agreement. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

"Applicable Data Protection Law" shall mean Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any data protection laws in any European Union Member State including laws implementing such Regulation.

"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law.

(c) Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to World Fuel for processing.

(d) World Fuel shall process the Personal Data as a processor as documented in and necessary to perform its obligations hereunder (the "Permitted Purpose"), except as otherwise required by any law applicable to Customer and in which case World Fuel shall inform Customer prior to such processing, unless World Fuel is prohibited by law from doing so.

(e) World Fuel shall not transfer the Personal Data (nor permit the Personal Data to be transferred) outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

(f) World Fuel shall ensure that any person that it authorizes to process the Personal Data (including World Fuel's staff, agents and subcontractors) (an "Authorized Person") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Personal Data who is not under such a duty of confidentiality.

(g) World Fuel shall implement appropriate technical and organizational measures to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Personal Data (a "Security Incident").

(h) Upon becoming aware of a confirmed Security Incident, World Fuel shall inform Customer without undue delay and shall provide all such timely information and cooperation as Customer may require in order for Customer to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. World Fuel shall further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep Customer updated on all material developments in connection with the Security Incident.

(i) Customer hereby consents to World Fuel engaging third party subcontractors ("Sub-processors") to process the Data provided that World Fuel imposes data protection terms on any Sub-processor it appoints that protect the Data to the same standard provided for by this Section 17.8. Customer may object to World Fuel's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, World Fuel will either not appoint or replace the sub-processor or, if this is not possible, Customer may suspend or terminate this Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).

(j) World Fuel shall provide reasonable and timely assistance (including by appropriate technical and organizational measures) to Customer to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to World Fuel, World Fuel shall promptly inform Customer providing full details of the same.

(k) World Fuel shall provide Customer with all such reasonable and timely assistance as Customer may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

(l) Upon termination or expiry of this Agreement, World Fuel shall maintain the Personal Data according to World Fuel's retention policy and/or applicable law. At the end of the relevant period, World Fuel will anonymize or destroy the Personal Data in its possession or control.

(n) World Fuel shall respond to any written audit questions submitted to it by Customer, provided that Customer shall not exercise this right more than once per year.

#### 17.9 Entire Agreement

The Agreement shall constitute a binding agreement between World Fuel and Customer, and their respective successors and assigns, with respect to the subject matter of the Agreement and shall supersede any prior agreements or understandings, whether oral or written, between World Fuel and Customer with respect to such subject matter. As used herein, "Special Provisions" means the written commercial terms, invoice, purchase order, contract or other form of written agreement or confirmation between World Fuel and Customer in which, by reference, these General Terms and Conditions are incorporated to form the Agreement. If there is a conflict between the Special Provisions and these General Terms and Conditions, the Special Provisions shall prevail. If there is a conflict between the Agreement and any additional, different or conflicting terms or conditions incorporated into any acknowledgment, invoice, purchase order or other document issued by Customer hereafter or contemporaneous herewith, the Agreement shall prevail. World Fuel and Customer acknowledge that they are not relying upon any representations or statements except as specifically set forth herein.