

**\*\*\*\*\*IMPORTANT NOTICE – READ TERMS AND CONDITIONS BELOW\*\*\*\*\***

***If you purchase petroleum products from Suncor pursuant to this notification, you (“Purchaser”) hereby agree: (i) to accept the terms and conditions provided to you by Suncor’s credit department and the Suncor General Terms and Conditions also previously provided and available online at <http://scqut.network.qut/en-ca/legal-and-privacy/terms-and-conditions>, in respect of the purchase (the “Suncor Terms”), all of which form an integral part of the present notification (“Notification”); and (ii) that in no way or circumstance will the Suncor Terms be amended, by way of notification provided by you (the “Purchaser Terms”), before or subsequent to the purchase, or otherwise. Any Purchaser Terms will be rejected outright, will be null and void, and the Suncor Terms will continue to govern purchases made by you pursuant to this Notification.***

*This Notification does not constitute, in any circumstance, an obligation for Suncor to supply you with petroleum products. Despite every reasonable effort to fulfill all our clientele's needs in petroleum products, we cannot commit to meet your demands for supply when required.*

*This Notification is intended solely for the individual to whom it is addressed and is confidential in nature. Please be advised that reproduction or other use of this document by anyone other than the addressee is strictly prohibited.*

### **Suncor General Terms & Conditions**

**Price and Terms of Payment:** The Purchaser shall render payment in full to Suncor Energy Products Partnership ("Suncor") for all product purchased for its account pursuant to this Notification, on such terms and conditions as Suncor has communicated to Purchaser. The base price to be paid shall be as set forth in the Notification. Any existing tax, excise (manufacturer's or otherwise), inspection fee, duty, license fee, tonnage charge, spill tax, assessment or other like charge that is levied, assessed or imposed by any level of government or like agency on the products sold or transactions contemplated hereunder (including the delivery, sale, use or consumption of the product or privilege of doing any of the same) or that is imposed on or measured by the price of the product or the proceeds of sale under this Agreement (other than income tax) will be added to the price set forth in the Confirmation and will be paid by Purchaser.

**Title, Risk of Loss and Measurement:** Title, possession, risk and responsibility for loss, cost and damages in respect of the product purchased by Purchaser from Suncor shall pass from Suncor to Purchaser: (i) if the product is loaded by Purchaser or Purchaser's contractors, agents or representatives (collectively, the "**Purchaser's Representatives**"), as the product passes the outgoing flange of Suncor's loading arm used to load Purchaser's or Purchaser's Representatives' equipment (the "**Equipment**") at the load location at Suncor's facility; or (ii) if the product is loaded by Suncor, as the product passes the inlet flange of the Equipment at the load location at Suncor's facility (each, the "**Delivery Point**"). The measurement of product shall be made, with correction for temperature, at the Delivery Point through meters certified correct by Measurement Canada and shall be determined by the measurements of Suncor.

**Warranty:** Suncor warrants that, at the time of delivery, the product will meet Suncor's standards and specifications for such product (which, in any event, will comply at a minimum with all laws and regulations applicable thereto) and will be conveyed with good title and free from any lawful security interest. This limited warranty is the sole warranty with respect to each product sold hereunder and is made expressly in lieu of and excludes any implied warranty of merchantability and fitness for a particular purpose and all other express or implied representations and warranties provided by law or statute.

**Hazard Communication:** If not already in possession of same, Purchaser shall obtain from Suncor, Suncor's Material Safety Data Sheet ("**MSDS**") for each product purchased hereunder. Purchaser acknowledges the hazards and risks in handling and using each product. Purchaser shall read the MSDS and advise its employees, its affiliates, and third parties, who may purchase or come in to contact with such product, about the hazards of the product, as well as precautionary procedures for handling such product, which are set forth in such MSDS and any supplementary MSDS or written warning(s) which Suncor may provide Purchaser from time to time.

**Applicable Laws, Safety and Environmental Protection:** The Purchaser agrees to, and shall cause Purchaser's Representatives and Purchaser's Representatives' employees, contractors, agents, representatives and any other person under direction or control of Purchaser who carries out the obligations of Purchaser under this Agreement (collectively, the "**Purchaser Parties**") to, keep informed of and to comply with all laws, regulations, orders, decrees and orders in council, present or future, relating in any manner to the performance or subject matter of this Agreement, including respecting safety, environmental protection and the storing, handling, transporting and dispensing of the product purchased hereunder as well as all posted or published site and safety regulations, rules or procedures at Suncor's facilities and lands where the Delivery Point is located. The Purchaser agrees to take every reasonable precaution to avoid a product spill and shall maintain (and take steps to maintain adherence to) an emergency plan to deal with any spill or dangerous occurrence, which may occur, in relation to product purchased from Suncor. The Purchaser shall, and cause Purchaser Parties to, adequately protect all persons and the property of Suncor and third parties from injury or losses arising from this Agreement.

**Independent Business Relationships:** The parties are distinct independent legal entities. Neither party shall be deemed to be the agent or representative of the other party with respect to the performance of this Agreement. The parties are not partners nor shall this Agreement constitute a joint venture.

**Liability & Insurance:** Failure of Purchaser to give notice to Suncor of any claim concerning a discrepancy as to the quality or quantity of products within ten days of lifting under this Agreement shall constitute unqualified acceptance of products as invoiced by Suncor and shall operate as a waiver of any and all claims by Purchaser against Suncor in relation to quality or quantities and a release of Suncor. In the event of any such claim, Suncor shall have the right to obtain relevant samples of the products in question and shall have all rights of access, inspection and investigation to respond to such claim, including the right to provide substitute product if the product in question is determined to be deficient. Suncor's liability for any failure of the product to meet the applicable specifications in accordance herewith shall be limited to the Purchaser's direct and reasonable damages, provided that Suncor shall in no way be liable under any circumstance to pay an amount that exceeds two times the price of the Product, and the Purchaser agrees to these limitations. **Notwithstanding any other provision of this Agreement, under no circumstances will Suncor be liable to or required to compensate Purchaser, in contract, tort, negligence or otherwise, for any loss of profit, exemplary, incidental, special, contingent, incidental, punitive, indirect or consequential loss or damages of any kind, and Purchaser waives their rights thereto including any waiver required under any statutory provision.** The Purchaser undertakes to purchase and keep in force and shall cause Purchaser's Representatives to purchase and keep in force adequate liability insurance for loss and damage arising out of their acts in relation to this Agreement, which at a minimum shall include: (i) workers' compensation coverage for all employees in accordance with applicable statutory requirements; (ii) commercial general liability insurance in an amount of not less than \$5,000,000 (combined single limit on each occurrence) which will respond to property damage to Suncor's existing facilities and property, and which shall include blanket contractual liability, contingent employers liability, non-owned automobile liability, employers liability, broad form property damage liability, products and completed operations liability, sudden and accidental pollution liability and, when applicable to this Agreement, attached equipment, hook liability and explosion, collapse and underground damage liability; (iii) automobile insurance for any owned, leased, hired, operated or licensed vehicles involved with the purchase in an amount of not less than \$2,000,000 for accidental injury to or death of one or more persons or damages to or destruction of property as a result of one accident or occurrence; and (iv) in the event rail cars are involved in the purchase, the limit on commercial general liability shall be increased to \$10,000,000 and such coverage shall include no railcar operation exclusions. Any insurance shall not in any way limit Purchaser's liability pursuant to this Agreement.

**Indemnity:** Purchaser agrees to indemnify, defend and hold Suncor harmless from any costs, damages, losses, claims, liabilities and other expenses that are the result of the breach, performance or non-performance by Purchaser or Purchaser Parties of their obligations under this Agreement. The Purchaser undertakes to inform Suncor as quickly as possible of any circumstance of any nature of which it is aware which could give rise to liability.

**Brands:** The Purchaser agrees that the products sold and delivered under this Agreement shall not be resold by Purchaser under any trade-marks, trade-names or brands of Suncor. In the event that Purchaser chooses to resell any of the products purchased by Purchaser from Suncor, it does so entirely at its own risk and without benefit of any warranty or representation as to quality or specifications by Suncor.

**Applicable Laws and Courts of Competent Jurisdiction:** This Agreement shall be governed by the laws in force in the Province where the Delivery Point is located. The parties hereby expressly exclude the application of the *United Nations Convention on Agreements for the International Sale of Products* (also known as the Vienna Convention). The Courts of the Province where the Delivery Point is located shall have exclusive jurisdiction to determine all matters in dispute hereunder and the parties hereby attorn to the exclusive jurisdiction of such Courts and waive the right to argue that such Courts are not convenient under the doctrine of *forum non conveniens*. **THE PARTIES AND EACH OF THEM IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDINGS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND FURTHER AGREE NOT TO PLEAD OR CLAIM ANY RIGHTS TO A TRIAL BY JURY IN SUCH PROCEEDING.**

**Credit:** Credit limit, terms and conditions are subject to Suncor credit approval. Suncor may, from time to time, review Purchaser's credit facilities and term agreements provided by Suncor, and for such purpose may require Purchaser to provide financial information to Suncor, such as financial statements, which shall be kept confidential by Suncor and used solely by Suncor's credit department to facilitate its credit review process. Following such review, Suncor, acting reasonably, shall have the right to modify the credit facilities should Suncor ever be of the opinion there is an adverse change in the financial condition, ownership or operation of Purchaser and/or Suncor should come into the possession of information indicating insolvency and/or impairment in Purchaser's ability to pay its liabilities when due.

**General:** This Agreement and all documents and notices relating hereto have been drawn up in English at the express wish of the parties. A French version of this Agreement is available upon request. *La présente convention ainsi que tous les documents et avis s'y rapportant ont été rédigés en anglais à la volonté expresse des parties. Une version française de la présente convention est disponible sur demande.* The rights and obligations contained in this Agreement shall enure to the benefit of the party and their successors and assigns.