

## Lubricants Supply General Terms & Conditions

These Terms and Conditions shall apply to the sale of any Chevron lubricant and/or coolant products (“**Products**”) to Customers by Chevron Hong Kong Limited (“**Chevron**”) unless Chevron and Customer have previously entered into a separate agreement covering the sale of Products by Chevron to Customer.

1. Purchase Orders. Chevron shall sell the Products to Customer and Customer shall purchase the Products from Chevron; provided, however, that nothing herein requires Chevron to sell any particular quantity of Products to Customer until Chevron has received a purchase order from Customer and confirmed that it is able to supply the Products ordered.
2. Price. The prices which Customer shall pay Chevron for the Products shall be Chevron’s prices to Customer in effect at the time and place of each delivery for the particular Product, grade, quantity and type of delivery involved, as established by Chevron from time to time. Any variation from the minimum delivery requirement, lead times or method of delivery may require a new price. All Product prices are exclusive of taxes.
3. Payment. Unless otherwise agreed in writing by Chevron, payment is due thirty (30) days prior to the date on which Product is delivered to Customer’s location.
4. Lead Time. Unless otherwise agreed between the Parties, lead time shall be no less than two (2) business days, excluding Saturdays, Sundays and public holidays at the plants where orders are fulfilled. The lead time starts the day the written order is accepted by Chevron, so long as the written order is received no later than 3:00 p.m. Hong Kong time.
5. Title and Risk of Loss. Unless otherwise agreed in writing by Chevron, title and risk of loss shall transfer from Chevron to Customer at: (a) Chevron’s loading point (if Customer is responsible for picking up the Products); and (b) at Customer’s facility (if Chevron is responsible for delivery of Products).
6. Termination. Chevron shall have the right to terminate its relationship with Customer at any time.
7. Warranty. Chevron warrants that the Products will correspond with their specifications and the relevant industrial standard at the time of delivery. In all instances, it is Customer’s responsibility to verify that the selected Products are suitable for Customer’s intended use and are consistent with the Customer’s maintenance practices, regardless whether such Product(s) is/are selected by Customer based on the recommendation of Chevron, its agent or representative. Subject to the foregoing, Chevron, to the extent permitted by law, neither makes nor authorizes any agent or representative to make any warranty or representation, express or implied in fact or by law, or fitness for a particular purpose, condition or otherwise, concerning the Products whether used alone or in conjunction with any other material.
8. Force Majeure. There shall be no obligation (except for the obligation to pay money when due) to sell or deliver or to receive or use the Products when and while, and to the extent that, the receiving or using or manufacture or making deliveries in the customary manner is prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war or the acts of any government (whether foreign or domestic, Federal, state, county or municipal) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. In cases of partial or total interruption, loss or shortage of transportation facilities or supplies, shortage of Products deliverable hereunder, or a decision by Chevron that the costs of some raw materials and/or lubrication products which might be available are unreasonable, Chevron may allocate deliveries of available Products among Customer,

Chevron's other contract customers, including Chevron's Affiliates, and Chevron for its own use, on any basis which in Chevron's sole judgment is fair and reasonable, allowing for such priorities as Chevron deems appropriate. Allocation hereunder is fair and reasonable even if it is based on a shortage in the then contemplated sources of supply or a general shortage in Chevron's system or on historical or planned deliveries. "Chevron's system" means the supply system of Chevron's parent company, Chevron Corporation, and its subsidiaries and affiliated companies. No such reduction need be made up. As used in these Terms and Conditions, "Affiliate" means a corporation controlling, controlled by or under common control with Chevron. For purposes of this definition, "control" shall be measured by direct or indirect ownership of at least 50 percent of the shares entitled to vote at a general election of directors.

9. Credit. Customer shall periodically provide to Chevron financial information or security deemed necessary by Chevron for any credit arrangement agreed on by Chevron. If at any time the financial capacity of Customer becomes impaired or unsatisfactory to Chevron in the sole judgment of Chevron, Chevron may, for future or existing orders, require advance cash payment or security to be given by Customer on demand and shipments/deliveries may be withheld until such payment or security is received.
10. Limitation of Liability. A claim by Customer which is based on any defect in quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by Customer) be notified to Chevron in writing within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days after discovery of the defect or failure. Customer's only recourse against Chevron arising from or related to the Products shall be limited to, at Chevron's option, (a) the replacement of the non-conforming Product with a conforming Product at no extra charge; or (b) the refund of the purchase price of the Product. In no event shall Chevron be liable for any special, incidental, indirect or consequential, loss or damage or for loss of profit (whether direct, indirect, anticipated or otherwise), loss of business (including loss or reduction of goodwill), loss of the use of money, loss of expected savings, opportunity costs, or damage to reputation, howsoever arising, or punitive or exemplary damages, whether under tort (including negligence), contract, strict liability, statute or otherwise, arising out of or related to the sale of the Products by Chevron to Customer.
11. Conflicts of Interests. Neither Customer nor any of its representatives shall give to, or receive from, any representative of Chevron (or any of its Affiliates) any commission, fee or rebate, or any gift or entertainment of value in connection with Products to be supplied under this Agreement, or enter into any other business arrangement with any officer, director or employee of Chevron (or any of its Affiliates) without the prior consent of Chevron. Customer shall (a) promptly notify Chevron of any violation of this section; and (b) repay or credit to Chevron any consideration received as a result of such violation.
12. Severability. If the whole or any part of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these Terms and Conditions has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Terms and Conditions or is contrary to public policy.
14. Governing Law. This agreement shall be governed by the laws of Hong Kong and the parties submit to the non-exclusive jurisdiction of the Hong Kong courts.