

**STANDARD CONDITIONS OF SALE – INNOSPEC FUEL
SPECIALTIES LLC (“Seller”)**

1. Seller warrants that the products or materials (hereafter “products”) delivered hereunder meet Seller’s standard specifications for the products or such other specifications as may have been expressly agreed to herein. SELLER MAKES NO OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN CONDITIONS 3 AND 4 HEREIN. Buyer assumes all risk and liability resulting from use of the products delivered hereunder, whether used singly or in combination with other products.

2. No claim of any kind, whether as to products delivered or for nondelivery of products, and whether or not based on negligence or other tort, shall be greater in amount than the purchase price of the products in respect of which damages are claimed; and failure to give notice of claim within sixty (60) days from date of delivery, or the date fixed for delivery (in the case of nondelivery), shall constitute a waiver by Buyer of all claims in respect of such products. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of Seller. Products shall not be returned to Seller without Seller’s prior permission, and then only in the manner prescribed by Seller. The remedy hereby provided shall be the exclusive and sole remedy of Buyer. In no event shall either party be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of such party.

3. Seller warrants that the use or sale of the products delivered hereunder will not infringe the claims of any United States patent covering the products themselves, but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process.

4. Seller warrants that all products delivered hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

5. No liability shall result from delay in performance, directly or indirectly caused by circumstances beyond the control of the party affected (“Force Majeure”), including, but not limited to, Act of God, fire, explosion, flood, war, act of war authorized by any Government, accident, labor trouble or shortage, inability to obtain material, equipment, or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no

obligation to purchase supplies of the products specified herein to enable it to perform this agreement. The Force Majeure condition and its impacts shall be remedied so far as reasonably practicable with reasonable dispatch, except that settlement of strikes, lockouts or other labor difficulties shall be wholly within the discretion of the party having the difficulty.

6. If this agreement covers product that must necessarily be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such products as have been completed and such as are in process on the date notice of suspension or termination is received by Seller, provided, that if Buyer for any reason cannot accept delivery of such products, it will make payment therefore as though delivery has been made and Seller will store such products for Buyer’s account and at Buyer’s expense.

7. If for any reason including, but not limited to, Force Majeure, Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

8. If any Government action should place or continue limitations on the price provided for in this agreement such that it would be illegal or against public or Government policy for Seller to charge, assess or receive the full amount of or to increase such prices as determined by this agreement, then Seller shall have the option (1) to continue to perform under this agreement subject to such adjustments in prices that Seller may deem necessary to comply with such Government action, (2) to revise this agreement, subject to Buyer’s approval, in order to most nearly accomplish the original intent of this agreement, or (3) to terminate performance of the affected portions of the agreement without liability for any damages.

9. At Buyer’s request, Seller may furnish such technical assistance and information as it has available with respect to the use of the products covered by this agreement. Unless otherwise agreed in writing, Buyer assumes sole responsibility for results obtained in reliance thereon.

10. Buyer acknowledges that it has received and is familiar with Seller’s labeling and literature concerning the products sold hereunder and will forward such information to its employees who handle, process, or sell such products and customers of such products, if any. Buyer agrees that products sold hereunder will not knowingly be resold or

given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who, in the opinion of Buyer, can handle, use and dispose of the products safely.

11. The buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products sold hereunder.

12. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

13. When Buyer accepts pricing classified as FOB Origin, title and risk of loss pass to Buyer at the shipment's point of origination. Innospec may arrange transportation to a destination designated by Buyer, and Buyer shall reimburse Innospec for all shipping charges incurred.

14. Buyer may not assign or transfer any of its rights or obligations under this agreement, in whole or in part, without the prior written consent of Seller.

15. In addition to the Standard Conditions of Sale set forth herein, any Special Conditions of Sale set forth on the front of this invoice or in the current price list for the products sold hereunder shall apply and are incorporated by reference herein.

16. PRINTED TERMS AND CONDITIONS IN EXHIBITS, PURCHASE ORDERS OR OTHER COMMUNICATIONS ISSUED BY BUYER TO SELLER WITH RESPECT TO THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE SUPERSEDED BY THE TERMS AND CONDITIONS WHICH ARE CONTAINED IN THIS AGREEMENT.

17. This document, along with documents specifically referred to herein, contains all of the terms and conditions with respect to the sale and purchase of the products sold hereunder. If any one or more of the provisions contained in this agreement shall be held, for any reason, to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidability, illegality or unenforceability shall not affect the remaining provisions hereof, and this agreement shall remain unaffected and shall be construed as if such invalid, void, illegal or unenforceable provision had never been contained herein.

18. Buyer agrees and covenants to comply with all export control laws, restrictions, national security controls and regulations of the United States of America or other applicable foreign agency or authority, specifically including, but not limited to, the requirements of the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774, and shall not export nor re-export any product to any proscribed country or citizen of a proscribed country unless properly approved by the relevant authority. If, at any time, Buyer knows or has reason to believe that the covenant set forth in the preceding sentence has not been, may not have been, or may not be, complied with by any party (a "Non Compliance Event"), Buyer shall have an affirmative obligation to give actual notice thereof to Innospec immediately and without delay. Buyer agrees and covenants further that Innospec may, in its sole discretion, terminate any and all of its obligations under the contract or hereunder because of any Non-Compliance Event (regardless of whether Buyer has given notice as required by this section), and that Innospec shall not be subject to any liability as a result of, or in connection with, any such termination.,

19. These terms and conditions supersede any of previous date and no modification thereof shall be binding upon either party unless in writing and signed by both parties. No modification shall be effected by the acknowledgement or acceptance of purchase order forms stipulating different conditions.

20. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this document by Buyer, the Buyer's acceptance of the products or payment therefore shall be equivalent to Buyer's assent to the terms and conditions hereof.

21. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character, nor shall any failure to exercise any power, right, or remedy hereunder be considered as a waiver of such power, right or remedy in the future. .

22. All sales are final.

23. All aspects of this agreement (including, without limitation, its formation, validity, performance and construction) are subject to all present and future valid

orders, rules and regulations of any federal, state or any other governmental body having or asserting jurisdiction. Further, any claims relating to or arising out of this agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to any conflict of law rules or principles therein which, if applied, might permit or require the application of the laws of another jurisdiction, and Buyer hereby irrevocably submits to the jurisdiction of the state and federal courts located in Denver, Colorado (the decision of which shall be binding upon the parties). The terms of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) shall not apply. If Buyer is a government entity or government owned or controlled entity, Buyer waives any right of sovereign immunity, including, without limitation, immunity to suit and to enforcement of any judgment. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT.

Effective as included in all Orders placed on and after 15 November 2011.