

GENERAL TERMS AND CONDITIONS

All sales by MARTIN ENERGY SERVICES LLC (“MES”) are subject to the following general terms and conditions and by accepting the products or services (collectively the “Work”) sold hereunder, “Purchaser” agrees to such terms and conditions (the “Agreement”):

1. Payment Terms. Payment shall be made in the full invoice amount, without set-off, discount or deduction, in U.S. Dollars at MES’s office, within thirty (30) days of the date of the invoice, unless otherwise noted on the invoice terms. All payments relating to the sale of bunkers shall be made by wire transfer to the bank specified by MES. In the event payment for any invoice is not received by MES on or before the due date, MES shall have the right, in addition to any other remedy available, to impose a late payment charge at the rate equal to or lesser of 1.5% per month (which is an annual percentage rate of 18%) or the maximum rate permitted by applicable law. Purchaser shall be liable for all costs and expenses incurred in connection with the collection of Purchaser’s account(s), including court costs, collection agency fees and reasonable attorneys’ fees. Purchaser agrees to be responsible for the full payments of such finance and collection charges.

2. Financial Responsibility. The performance of Work by MES is subject to credit approval by MES. If the financial condition of Purchaser becomes impaired or unsatisfactory in the sole discretion of MES or if the approved credit limit is exceeded, advance cash payments, guarantees, a letter of credit, collateral or other satisfactory security for Work shall be given by Purchaser upon demand in writing by MES, and Work may be withheld until such payment or security is received. If such payment or security is not received within fifteen (15) days from MES’s demand therefore, MES may immediately terminate this Agreement without any liability to Purchaser.

3. Taxes and Fees. Purchaser shall, in addition to the other amounts payable hereunder, pay all local, state and federal taxes (including but not limited to all excise, sales, use and gross receipt license taxes, but excluding all taxes imposed on MES’s income), fees, duties, or other charges levied or imposed by reason of the transactions contemplated hereunder. Purchaser shall promptly pay to MES an amount equal to any such taxes actually paid or required to be collected or paid by MES. In the event (i) Purchaser’s claim for exemption from any such taxes is denied or otherwise determined to be invalid by the applicable government or agency or (ii) Purchaser fails to provide MES with its exemption certificate prior to delivery of the Work, Purchaser shall reimburse MES for all tax, interest and/or penalties levied or imposed upon MES with respect to the denial or invalidation of Purchaser’s exemption claim or the failure to provide the exemption certificate timely as required herein.

4. Limited Warranties. If any specifications are expressly made in writing under the terms of a sale, MES warrants that such specifications will be met. In the absence of express specifications, MES warrants that the product supplied will conform to the typical characteristics outlined in MES’s current technical literature relating to such product. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL,

OR IMPLIED. THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

5. Claims and Remedies. Any claim for defect or variance in quality or shortage of quantity or a warranty claim under Section 4, shall be made no later than (i) for bulk product, 48 hours after delivery of the product and (ii) for packaged product, within a reasonable time period (in no event to exceed fifteen (15) days following delivery of product, and in each case, MES shall be notified and given an opportunity to inspect. Failure of Purchaser to observe this provision or the commingling of the products complained of with dissimilar products or products obtained from other suppliers shall operate as a waiver of Purchaser’s rights to make any such claims. UPON NOTICE AND VERIFICATION OF THE CLAIM BY MES, MES AT ITS OPTION, MAY REPLACE THE PRODUCT OR REFUND THE PURCHASE PRICE OF THE PRODUCT, WHICH SHALL BE PURCHASER’S SOLE AND EXCLUSIVE REMEDY HEREUNDER. PURCHASER HEREBY WAIVES ANY OTHER REMEDIES AVAILABLE AT LAW, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR OTHER LOSS OR DAMAGE OF ANY TYPE INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, DOWN TIME, DEMURRAGE, LABOR COSTS, REPAIR COSTS, INSTALLATION OR REPLACEMENT OF MATERIAL, INCONVENIENCE, COST OF RENTAL OR REPLACEMENT EQUIPMENT, FAILURE OF EQUIPMENT TO OPERATE, OTHER ECONOMIC LOSS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

6. Non-Waiver of Lien. In performing the Work, MES has relied upon the credit of Purchaser and, if Work has been supplied to a vessel, MES has also relied upon the credit of the vessel. MES shall have a maritime lien against said vessel until the invoice relating to said Work has been paid in full and MES expressly DOES NOT WAIVE any such maritime lien.

7. Conditions of Loading. Purchaser shall make all connections and disconnections of delivery hoses to Purchaser’s vessel. As a further condition of loading, Purchaser warrants that Purchaser’s vessel is properly equipped, properly maintained and operated by competent personnel so as to avoid leakage, spillage, or overflow of any Work supplied to said vessel by MES. Purchaser shall indemnify, defend and hold MES harmless from and against any claim, suit, proceeding, fine or penalty asserted against MES that arises from a breach of this warranty by Purchaser, including reasonable attorney’s fees incurred by MES in defense of any of the foregoing.

8. Title/Risk of Loss. (a) Goods Delivered By Hose: Where MES provides the hose, title and risk of loss shall pass to

Purchaser at the discharge point where the goods pass the first flange connection on Purchaser's equipment or property. Where Purchaser provides the hose, title and risk of loss shall pass to Purchaser at the discharge point where the goods pass the final flange connection on MES' equipment or property. (b) Goods Delivered By Container: In the event that goods are in a container, including, but not limited to a tote tank, to be loaded onto a vessel or other transportation method, title and risk of loss of such goods shall transfer to Purchaser at the moment that MES undertakes any action, which is in any way in furtherance of loading such good onto the applicable vessel or other transportation. Title shall remain with MES for any rented containers.

9. **Indemnity.** BEING AWARE OF THE VARIOUS HAZARDS WHICH MAY BE MET, TO THE EXTENT NOT PROHIBITED BY LAW, PURCHASER HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS MES, ITS AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, AND CONTRACTORS, AND THEIR AGENTS, SERVANTS, AND EMPLOYEES ("MES GROUP"), AND ANY OTHER ENTITY OR INDIVIDUAL AFFILIATED OR IN CONTRACTUAL PRIVITY WITH MES IN THE OWNERSHIP, LEASING AND/OR OPERATION OF ANY MES FACILITY ENTERED INTO BY PURCHASER, ITS SUBSIDIARIES, AFFILIATES, AND INTERRELATED COMPANIES, THEIR PARTNERS, CONTRACTORS AND SUBCONTRACTORS AND THEIR AGENTS, SERVANTS AND EMPLOYEES ("PURCHASER GROUP"), FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND EXPENSES (INCLUDING COST OF DEFENSE), FOR INJURY TO OR DEATH OF ANY PERSONS WHILE ON OR ADJACENT TO THE FACILITY, AND FROM LOSS OF OR DAMAGE TO ANY PROPERTY, IN ANY WAY ARISING, IN WHOLE OR IN PART, OUT OF THE PRESENCE OR ACTIVITIES OF ANY KIND OR CHARACTER OF PURCHASER GROUP ON OR ADJACENT TO THE FACILITY, EXCEPT TO THE EXTENT THAT THE DAMAGE, INJURY OR DEATH IS CAUSED BY MES GROUP'S NEGLIGENCE OR WILLFUL MISCONDUCT. This Section 9 only applies where Purchaser Group accesses MES facilities.

10. **Insurance.** Purchaser must carry reasonable insurance coverage, including but not limited to Worker's Compensation insurance as required by law, to satisfy its indemnity obligations under Section 9, and Purchaser shall provide MES a certificate of insurance reflecting such upon request. Such insurance (except for Worker's Compensation) shall name MES Group as an additional insured and be specifically endorsed to waive subrogation in favor of MES Group.

11. **Arbitration Agreement.** **This Section 11 only applies to the purchase and sale of products labeled under the "MES Hi Performance™" trademark.** THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH WAIVE PURCHASER'S RIGHT TO A COURT HEARING OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION, GOVERN PURCHASER'S PURCHASE AND USE OF MES HI PERFORMANCE™ PRODUCTS. BY

PURCHASING A MES HI PERFORMANCE™ PRODUCT, PURCHASER AGREES THAT ANY DISPUTE BETWEEN MES AND PURCHASER CONCERNING THE PRODUCT SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. INDIVIDUAL ARBITRATION IS MANDATORY AND THE EXCLUSIVE REMEDY FOR ALL DISPUTES UNLESS PURCHASER OPTS OUT.

- a. **DISPUTE AND ARBITRATION PROCEDURES.** Before initiating a formal dispute relating to Purchaser's purchase or use of a MES Hi Performance™ product, Purchaser agrees to first contact MES at arbitration@martinmlp.com (email). If MES and Purchaser cannot resolve the dispute informally, any and all disputes shall be submitted to final and binding arbitration, other than disputes filed in small claims court. Purchaser may start the arbitration process by submitting a written demand to the American Arbitration Association ("AAA") and sending MES a copy. MES will pay all filing costs. A single arbitrator of the AAA will conduct the arbitration in a location convenient to Purchaser or telephonically. The arbitrator's award will be binding, and may be entered as a judgment in any court of competent jurisdiction.
- b. **WAIVER OF CLASS PARTICIPATION.** Purchaser agrees that Purchaser will not bring or join any claims in any representative or class-wide capacity. To the fullest extent permitted by applicable law, Purchaser's arbitration cannot be joined to an arbitration involving any other party subject to this agreement, whether through class action arbitration proceedings or otherwise.
- c. **PURCHASER UNDERSTANDS THAT PURCHASER WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE PURCHASER'S CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, PURCHASER UNDERSTANDS AND AGREES TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH ARBITRATION, UNLESS PURCHASER OPTS OUT.** Purchaser shall have thirty (30) days from the date of product delivery to opt out of this arbitration agreement. To opt out of arbitration you must contact MES at arbitration@martinmlp.com (email) or Martin Energy Services LLC, Attention: Legal Department, PO Box 191, Kilgore, Texas 75663 (mailing address). If more than thirty (30) days have passed, Purchaser is not eligible to opt out of arbitration.

12. **Force Majeure.** Any delays in or failure of performance of MES shall not constitute default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the control of MES, including, but not limited to, acts of God or the Public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war, rebellion or sabotage or damage resulting therefrom; embargoes or other import or export restrictions, accidents or breakdowns,

riots or strikes or other concerted acts of workers whether direct or indirect; epidemics and/or necessity not to operate, or reduce operation of plants or equipment in order to protect the health and safety of people; fires, floods, named storms, explosions or any other causes whether or not of the same class or kind as those specifically above named which are not within the control of the party affected.

13. Waiver. No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

14. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of legislative or administrative action, such holding or action shall be strictly construed and shall not affect the validity of any other provision of this Agreement.

15. Governing Law/Venue: These terms and conditions and the sale of Work hereunder shall be construed in accordance with and governed by the laws of the State of Texas without regard to conflicts of law rules except where Work is supplied to vessels in which case U.S. general maritime law shall apply. Venue for any dispute hereunder shall be in a court of competent jurisdiction in Houston, Harris County, Texas; provided venue for suits to collect unpaid invoices may be in the jurisdiction of the subject maritime vessel.

16. Entire Agreement. Except to the extent MES and Purchaser have already entered into a master service agreement executed by both parties or MES's Facility Access and Indemnity Agreement, the above terms, together with those set forth on the face of the invoice and such others as may be agreed to by MES in writing, constitute the entire agreement for any Work hereunder. No modification or addition to this contract shall be effected by the acknowledgement or acceptance by MES of a purchase order, acknowledgement, release, or other forms submitted by Purchaser containing other or different terms and conditions.