SUNOCO, LLC
GENERAL TERMS AND CONDITIONS FOR
STANDARD PROCUREMENT

Notwithstanding any acceptance, offer, proposal, quotation, acknowledgment, or other writing executed by Seller and Sunoco containing additional or different terms and conditions, commencement of Work by Contractor or any other reasonable form of acceptance shall be deemed an acceptance of all terms hereof. Any additional or different terms and conditions proposed by Contractor shall be deemed rejected unless specifically accepted in writing by Sunoco. All reference to "Contractor" or "Supplier" shall mean Seller, and all references to "Sunoco", "Purchaser", or "Buyer" herein shall mean Sunoco, LLC, inclusive of all Sunoco parents, affiliates, subsidiaries, and assigns.

1. ENTIRE CONTRACT AND PURCHASE ORDERS

1.1. The shipment of the Products and/or the performance of any services (or the delivery of any deliverable arising therefrom) shall constitute acceptance by Seller of the terms and conditions contained in this Contract. Any terms contained in any invoice or other acknowledgement of this Contract by Seller or proposed at any time by Seller in any manner, written or oral, which add to, vary from, or conflict with the terms and conditions in this Contract are deemed to be material alterations, and notwithstanding any acceptance of the Products by Sunoco or other course of conduct, such terms shall be deemed to be objected to and rejected by Sunoco without need of further notice thereof and shall be of no effect or in any circumstances binding upon Sunoco unless expressly accepted by Sunoco in writing. Written acceptance or rejection by Sunoco of any particular additional term or condition shall not constitute an acceptance by Sunoco of any other additional term or condition.

2. PRICES

Seller warrants that the Price is the lowest price for the Products charged by Seller to purchasers of a class similar to Sunoco under conditions similar to those specified under this Contract and do not exceed the prices allowed by law. Seller warrants that all discounts and allowances afforded to Sunoco are as favorable as those then offered by Seller to purchasers of a class similar to Sunoco. Seller warrants that any price reduction made with respect to the Products subsequent to placement of this Contract will be applicable to this Contract. Except as otherwise expressly provided in this Contract, no charges or adjustments to the Price shall be permitted, except with Sunoco's prior written approval.

3. SHIPPING

3.1. Seller shall ship the Products via the means of shipment specified in this Contract, or if none is specified, via a means of shipment that is appropriate for the type, volume and value of the Products, and taking into account the applicable delivery schedule. Seller shall comply, or cause its carrier to comply, with Sunoco's facility access requirements applicable to the facility where the Products shall be delivered.

3.2. Seller shall be responsible for appropriate packing, marking and protection of the Products and for proper loading, blocking, and covering to adequately assure safe transit to the destination. No charge will be allowed for packing, shipment or handling unless stated in this Contract. Purchase Order numbers shall be shown on the Packing Slips, Bills of Lading and Invoices.

4. TITLE TO PRODUCTS AND RISK OF LOSS

Unless otherwise specified in this Contract, title to the Products shall pass to Sunoco upon payment thereof by Sunoco or upon delivery to Sunoco's premises or other site designated by Sunoco, whichever occurs earlier. Unless otherwise specified in this Contract, risk of loss to the Products shall pass to Sunoco upon delivery of the Products to Sunoco's facilities.

5. TESTING, INSPECTION AND ACCEPTANCE

5.1. Sunoco shall have the right to inspect the Products prior to final acceptance, and upon reasonable notice to Seller, observe testing of the Products during manufacture and/or before shipping of the Products and shall have the right to review any and all test records and reports relating to the Products that are maintained by Seller. Sunoco also shall have the right to conduct its own testing or inspection of the Products. Seller shall give Sunoco prompt notice of when testing by Seller is expected to be done and when the Products have reached the stage at which inspection or testing by Sunoco may be carried out. Inspection and approval by Sunoco at Seller's plant does not preclude rejection of the Products by Sunoco for defects upon discovery by subsequent inspection, or in any way limit or affect any of Seller's warranties given with respect to the Products.

5.2. Sunoco's payment for the Products shall not constitute inspection and acceptance of Products and shall not operate as a waiver of Sunoco's right to reject the Products.

6. INVOICING

6.1. As a condition to payment of the purchase price or any progress or installment payment thereof, Seller must comply with the invoicing procedures of Sunoco. Sunoco may withhold payment or return invoices to Seller without liability or loss of discount privileges if: (i) invoices do not conform to Sunoco's invoice procedures or contain errors; (ii) any portion of the Products delivered to date have proved not to be in strict conformity with the requirements of the Contract and Seller has failed to cure the non-conformity; or (iii) there is an on-going breach by Seller of a material term of this Contract. Sunoco will make payment per corporate policy (30 days net) of all sums due and owing to Contractor after Contractor's timely submission of invoices to Sunoco's Accounts Payable Department.

6.2. Seller's acceptance of final payment shall constitute a waiver by Seller of its claims relating to or arising from this Contract. Seller's right to claim for or recover any alleged underpayment by Sunoco shall be waived, unless the claim is made in writing and is received by Sunoco within 180 days after the end of the contract term, and if no contract term, within 180 days after final acceptance by Sunoco of the Products.

7. GUARANTEES AND WARRANTIES

7.1. Seller warrants that (1) it has good and merchantable title to the Products free and clear of any liens, restrictions, encumbrances or security interests; (2) the Products shall conform to the description and applicable specifications; and (3) the Products are consistent with any samples, models or designs provided by Seller and agreed by Sunoco. Seller further warrants that the Products are of good and merchantable quality and suitable for its intended purpose, and free from any defects in design, materials or workmanship. Unless otherwise provided in this Contract, the "Warranty Period" shall be one (1) year from date of initial operation or usage but not to exceed eighteen (18) months from the date of acceptance by Sunoco. The foregoing warranties are in addition to any express warranty or services guarantee given by Seller to Sunoco or provided by law.

7.2. If, during the Warranty Period, the Products or any portion thereof fail to conform to the requirements of this Contract, or are otherwise found to be defective, excluding normal wear and tear, then, such non-conforming or defective Products shall, at Sunoco's option, be promptly repaired or replaced at Seller's sole cost and expense ("Warranty Work"). Seller shall bear the expense of making good all other property destroyed or damaged by its defective Product or as a result of the Warranty Work.

7.3. Within five (5) days after being notified in writing by Sunoco that the Products fail to conform to the requirements of this Contract, Seller, with a workforce acceptable to Sunoco, shall commence, and thereafter complete as rapidly as reasonably possible, repair or replacement of the non-conforming Products. Notwithstanding the foregoing, if in the sole discretion of Sunoco, the non-conforming or defective Products create an immediate risk to person or property or the Products are critical to Sunoco's operations, Sunoco may undertake the Warranty Work and charge Seller for all reasonable costs associated with the Warranty Work. In no event, will any work undertaken by Sunoco pursuant to this Section limit, impair or void any performance or other guarantees or warranties provided by Seller.

7.4. Any Products repaired or replaced hereunder shall have the warranties herein provided for longer of (i) the remainder of the original warranty period or (ii) six (6) months from the date on which the repaired or replaced Products are accepted by Sunoco.

7.5. The warranties set forth herein shall not affect or limit any of Sunoco's other rights or remedies provided by the Contract or applicable law, and shall not be deemed to establish a period of limitation or prescription within which such other rights or remedies must be asserted.

8. NONDISCLOSURE AND OWNERSHIP

All plans, drawings, designs, processes and specifications supplied by Sunoco to Seller shall remain the sole and exclusive property of Sunoco, and any information derived therefrom or otherwise communicated to Seller, shall be regarded by Seller as strictly confidential and shall not be disclosed to any third party without the prior written consent of Sunoco.

9. INTELLECTUAL PROPERTY RIGHTS

For purposes of this Section, "Intellectual Property Rights" shall mean and include any U.S. or foreign patent, copyright, trade secret, trademark or any other property or proprietary right of a third party. Seller represents and warrants that the Products, including any labels or trademarks affixed thereto by or on

behalf of Seller, are free from any claim of a third party for infringement or misappropriation of any Intellectual Property Rights and that neither the Products nor use thereof by Sunoco will infringe on any Intellectual Property Right. Seller shall (i) defend, at Seller's sole expense, indemnify and hold Sunoco harmless from any claim, suit, action or proceeding for alleged infringement or misappropriation of any Intellectual Property Rights associated with the Products; and (ii) shall (a) procure for Sunoco the right to continue to use the Products; (b) replace the Products with an equivalent non-infringing product; or (c) with the prior written approval of Sunoco, remove the Products and refund all payments made by Sunoco for the Products. The indemnities set forth in this Section 9 shall include, without limitation, the obligation to pay and discharge any and all judgments, decrees, penalties and awards which may be rendered in any such suit, action or proceeding against Sunoco, its parent or their respective subsidiaries and affiliates and all court, arbitration and mediation, attorneys' fees and other out-of-pocket expenses incurred in connection with such claims, lawsuits, actions or proceedings.

10. TERMINATION

Sunoco may, upon five (5) days' written notice to Seller, terminate this Contract, whether Seller is in breach of this Contract or not. If Sunoco terminates this Contract for convenience, Seller shall receive, as its sole and exclusive remedy, payment for the Products supplied up to the date of the termination or the progress payments due as of the date of termination. Seller shall not be entitled to recover profits on the unperformed portion of this Contract. After receiving a notice of termination, Seller shall place no further orders for material or equipment and issue no further subcontracts, and shall stop work on the date given in the notice. Seller shall consult with Sunoco regarding the disposition of existing orders and subcontracts, and use its best efforts to terminate them on terms favorable to Sunoco.

11. CHANGES AND CANCELLATION OF PURCHASE ORDERS

11.1. Sunoco may, at any time after issuing a Purchase Order for Products prior to the date on which the Products are shipped, change or cancel a Purchase Order, and Seller shall comply with any such change or cancellation. Seller will charge Sunoco only for net costs of those Products delivered to and retained by Sunoco as of the date of the change or cancellation or the progress payment due as of the date of the change or cancellation, as applicable. Unless otherwise provided in this Contract, Seller shall not charge Sunoco for any cancellation or change in a Purchase Order; provided, however, that Sunoco shall be responsible for all costs to transport and deliver Products that must be returned due to such cancellation or change in a Purchase Order.

11.2 Sunoco shall have the right to change the specifications. If any such change causes an increase or decrease in the contract sum or the time required for performance, or any other provision of the Contract, Seller shall be entitled to an equitable adjustment of the contract sum or Contract time or both (whichever is applicable). Equitable adjustments will be negotiated in good faith and any changes to the Contract terms that are agreed upon will be set forth in a written Change Order and signed by both parties. A fully executed Change Order shall constitute the full and final adjustment for a specified change, shall bar further changes to any Contract terms, and shall be binding on both parties.

If Sunoco orders a change or takes any action that Seller considers to be a change to the specification, Seller shall submit to Sunoco, within ten (10) business days of receiving notice of the change, a written claim for amendments to the Contract due to the change. Seller's failure to submit a claim within the allowed time shall constitute a waiver of the right to any equitable adjustment on account of the change.

Sunoco reserves the right to close any Purchase Order that has remained inactive for a period of twelve (12) consecutive months, including where no services have been requested, performed, or invoiced during such period.

This Contract may not be changed, amended, augmented, rescinded or modified, in whole or in part, unless it is in writing and signed by Seller and Sunoco.

12. INDEPENDENT CONTRACTOR

Seller agrees that it is an independent contractor with respect to the transactions contemplated by this Contract and that neither it nor its employees shall be considered employees of Sunoco. Seller shall have no authority to make any statements, representations, or commitments of any kind, or to take any action binding upon Sunoco.

13. NO THIRD PARTY BENEFICIARIES

Nothing in this Contract, express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Contract.

14. TAXES

Unless otherwise required by law, Seller has exclusive liability for sales, use, excise and other taxes, charges or contributions with respect to or imposed on any material or equipment supplied or work performed by Seller, including such taxes or contributions imposed on the wages, salaries or other payments to persons employed by Seller or its subcontractors in the performance of this Contract. Any applicable state and/or local sales or use taxes due on the Products are the duty of the Seller to collect and shall be separately stated on all invoices. Seller shall not collect or include any sales or use taxes on the Products or for which Sunoco provides Seller with a properly completed exemption certificate. Seller shall pay all such taxes, charges, or contributions before delinquency or discount date and shall indemnify and hold Sunoco harmless from any liability and expense by reason of Seller's failure to pay such taxes, charges or contributions.

15. MATERIALS SAFETY DATA SHEET REQUIREMENTS

In accordance with the Occupational Safety and Health Administration's Hazard Communication Standard, 29 CFR 1910.1200, Seller shall provide to Sunoco all Material Safety Data Sheets (MSDS) applicable to the Products purchased at or before the time of the initial purchase. All updates to such MSDS shall be provided to Sunoco with the first shipment after updating. Seller shall send a copy of such MSDS to each of Sunoco's receiving facilities to the operating unit receiving the Products, and an additional copy of the MSDS to Sunoco Products Safety Group.

16. INDEMNITY

Seller agrees to defend, hold harmless and indemnify Sunoco, its parent, their subsidiaries and affiliates, as well as their employees, agents, officers, directors, invitees, partners, and their assigns and successors in interest ("Indemnitees") from and against any and all claims, liabilities, expenses (including reasonable attorneys' fees), losses, damages, demands, fines and causes of action caused by, arising out of, (i) Seller's failure to comply with applicable laws and regulations; or (ii) the Products; or (iii) acts or omissions of Seller, that of its suppliers, subcontractors, agents, servants or employees, as well as any joint negligence or fault of the Indemnitees, whether or not such actions or omissions occur jointly or concurrently, provided, however, that Seller's obligations hereunder shall apply only to the extent of its percentage share of the causation, as determined by agreement with Sunoco or, if there is no agreement, then as determined by a court of competent jurisdiction or arbitration or administrative proceeding. Seller's defense, hold harmless and indemnity requirements, as set forth above, shall also extend to injuries sustained by Seller's employees and shall not be limited by any applicable workers' compensation law or similar statute. This Section shall survive termination or cancellation of this Contract.

17. LIENS

To the full extent allowed by law, Seller hereby waives its right to assert any mechanic's lien or similar lien claim against Sunoco, its facilities or the Products. Seller shall defend indemnify and hold Sunoco harmless from all resulting costs and attorneys' fees from all such claims or any mechanic's lien claim that is brought by any person supplying labor or materials in connection with the Products or services performed. If any mechanic's lien is placed upon any portion of, or interest in, Sunoco, its facilities, or the Products, Seller will promptly remove the lien, upon receiving notice from Sunoco or, failing that, will be liable for Sunoco's costs and attorneys' fees for doing so.

18. FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by force majeure conditions and without the fault or negligence of the delayed or non-performing party or its subcontractors. The term "force majeure" as used herein shall mean acts of God, fires, explosions, floods, unanticipated weather events that are unavoidable and unusually severe, acts of public enemy, insurrections, riots, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation. If the force majeure event continues for a period of at least ninety (90) days, the other party may terminate, at no charge, this Contract or a purchase order under this Contract.

19. COMPLIANCE WITH LAWS

Seller warrants that all work performed incident to this Contract and all Products furnished pursuant to this Contract shall comply with all applicable federal, state and local laws, ordinances and regulations. Seller warrants and agrees that it has used and will continue to use due diligence to ensure that during the performance of this Contract, no officer, employee, agent or other representative of Seller has made or will make any payment in violation of any applicable federal, state, or local law or regulation. Seller shall supply such evidence of compliance as Sunoco may require. In performing this Contract, Seller shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex, disability, covered veteran status and/or sexual orientation. Specifically, Seller agrees to comply with the regulations set forth in the Equal

Opportunity Clause at 41 CFR 60- 250.5(a), 41 CFR 60-741.5(a), 41 CFR 60-1.4, Executive Order 13201 and Section 202 of the Executive Order 11246, and all amendments thereto, unless specifically exempt. In the event of such discrimination, Sunoco may, in addition to any other rights or remedies available under this Contract, at law or in equity, terminate this Contract forthwith.

20. WAIVERS

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

21. ASSIGNMENT

Seller shall not assign this Contract or any claim against Sunoco arising directly or indirectly out of or in connection with this Contract without Sunoco's prior written consent.

22. SET OFF

Seller grants Sunoco, without waiver or limitation of any rights or remedies of Sunoco, the right to set-off and apply any amounts owed by Sunoco to Seller or Seller's successors or assigns against any amounts owed by Seller or Seller's successors or assigns to Sunoco or any collateral held by Sunoco as security for any indebtedness owed by Seller to Sunoco.

23. INSURANCE

23.1. Seller shall procure and maintain with reputable insurers with A.M. Best Company's rating of not less than "A-:VII", policies of insurance written on an occurrence basis or on a claims made basis (in which event such insurance shall be maintained during the term of this Contract and for a period of two years following expiration or earlier termination of this Contract) or self-insurance acceptable to Sunoco, with limits not less than those indicated for the respective items as follows:

(1) Statutory Workers' Compensation and Employer's Liability Insurance and, if applicable, coverage under the Longshoremen and Harbor Workers' Compensation Act, the Jones Act or other Maritime Employer's Liability, complying with laws of each jurisdiction in which any work is to be performed or elsewhere as may be required. Employer's Liability Insurance (and Maritime Employer's Liability, if applicable) shall be provided with a limit not less than $2,000,000 each occurrence.

(2) Commercial General Liability Insurance (by any combination of primary and excess or umbrella policies), including not limited to all Premises and Operations, Blanket Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Fire Legal Liability, Explosion, Collapse and Underground Damage Liability, Broad Form Property Damage Liability (including completed operations), and if applicable, Watercraft and Aircraft Liability, as well as coverage on all Seller's mobile equipment (other than motor vehicles licensed for highway use) owned, hired or used in the performance of this Contract with limits not less than $5,000,000 Bodily Injury & Property Damage combined each occurrence and aggregate.

(3) If Seller and/or its carriers is making deliveries of the Products to one of Sunoco's facilities or providing services, Seller shall carry and maintain, or cause its carrier to carry and maintain, with an insurance company, Commercial Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles licensed for highway use and employed in the performance of this Contract, with limits not less than $5,000,000 Bodily Injury, Personal Injury & Property Damage combined each occurrence and aggregate.

23.2 Seller shall provide to the Contract Specialist certificates of insurance acceptable to Sunoco prior to commencement of performance hereunder. All insurance shall (i) provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after thirty (30) days' prior written notice has been given to Sunoco; and (ii) apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

23.3. The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to add, or shall have an existing blanket endorsement so as to add, Sunoco as an additional insured; provided, however, that Sunoco shall be named as an additional insured only with respect to any claims arising out of or related to this Contract and/or Seller's obligations hereunder; and shall provide that the coverage afforded to Sunoco as an additional insured will be primary to any other coverage available to it, and that no act or omission of Sunoco shall invalidate the coverage.

23.4. The insurance requirement set forth herein shall not in any way limit Seller's liability arising out of this Contract, or otherwise, and shall survive the termination or cancellation of this Contract.

24. DISPUTE RESOLUTION

24.1. If any claim or dispute arises involving this Contract, Seller shall proceed with the delivery of the Products, without interruption or delay, shall follow Sunoco's directions, and may bring a claim as provided in this Section. Seller's failure to proceed with delivery of the Products as directed during the pendency of any claim or dispute shall constitute a material breach of this Contract. The parties agree that any dispute that cannot be resolved amicably shall first be submitted to mediation before a mutually acceptable mediator, prior to either party's resorting to legal action. If the mediation has not concluded within sixty (60) days of the initial demand, in writing, for mediation, either party may then pursue litigation in accordance with this Section, without further recourse to mediation. If the parties are unable to agree upon a mediator within thirty (30) days after either notifies the other in writing of its intent to mediate, the mediator shall be appointed by the American Arbitration Association located in closest proximity to where the Products are delivered. Each party will bear its out-of- pocket costs of the mediation; all other costs of the mediation, e.g., mediator fees and related charges, will be shared equally. If the parties are unable to agree upon a site, the mediation will be held at a location selected by the mediator. A request for mediation will immediately suspend the running of any statute of limitations, until the mediation is completed or abandoned by either party, upon giving written notice to the other.

24.2. All disputes not resolved by mediation shall be decided by litigation in the federal or state courts of the State of Texas. **BOTH PARTIES EXPRESSLY WAIVE THE RIGHT TO JURY TRIAL IN ANY LEGAL PROCEEDING IN ANY WAY ARISING OUT OF OR RELATED TO THIS CONTRACT, AND EXPRESSLY SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS NAMED IN THIS SECTION.**

25. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to that state's otherwise applicable conflict of laws principles.

26. SEVERABILITY OF PROVISIONS

The invalidity, illegality and unenforceability of any provision(s) of this Contract shall in no way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

27. CAPTIONS

Captions used in this Contract are not part of this Contract and are for convenience of reference only and shall not affect the meaning or construction of any of its provisions.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE IF SELLER PERFORMS SERVICES ON SUNOCO'S WORK SITE.

28. SERVICES

If requested by Sunoco, Seller will provide field support, oversight and other necessary assistance during the installation of the Products to ensure that the Products are installed in a good and workmanlike manner, in accordance with applicable contract documents and in accordance with any requirements of Seller.

29. INDEMNIFICATION

With respect to Section 16 Indemnification, if this Contract relates to work of any kind performed in Ohio, **CONTRACTOR EXPRESSLY AND SPECIFICALLY WAIVES ITS STATUTORY AND CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER OHIO LAW, INCLUDING ANY AMENDMENTS TO THIS CONTRACT.**

30. SUNOCO'S FACILITIES

Seller shall ensure that Seller and its employees, subcontractors and agents comply with Sunoco's Safety and Security Standards, to the extent applicable, and, if entering property owned or controlled by Sunoco for any purpose, shall observe all applicable safety, health, and environmental laws and with Sunoco's health, safety and security policies, including without limitation such other policies as Sunoco's Safety and Security Standards. Sunoco may at any time, in its sole discretion, modify or replace Sunoco's Safety and Security Standards and or other site specific safety standards, or otherwise furnish or change health and safety requirements, by notification to Seller either orally or in writing, without complying with any other provision regarding giving notice. Upon Sunoco's request, Seller shall promptly remove from Sunoco's work-site any person under the control of Seller who violates any of the before said laws, regulations or Sunoco's policies or who may cause or threaten to cause a breach of the peace or who is otherwise objectionable to Sunoco.