

HOLLYFRONTIER REFINING & MARKETING LLC
TERMS & CONDITIONS FOR BULK SALES OF PETROLEUM PRODUCTS

1. **Entire Agreement.** Words used herein with initial capitalized letters have the meanings set forth in the last Section hereof. All deliveries of Product are subject to the Terms, regardless of whether the Terms are attached to or included in a Confirmation or are delivered separately. Buyer shall be deemed to have irrevocably accepted the Terms upon the earliest of Buyer's (a) acceptance of a Confirmation by notice to Seller, (b) acceptance of delivery of Product, or (c) payment of any amount due for Product. If any additional or different terms are contained in documentation issued by Buyer ("**Proposed Terms**"), the Terms shall govern regardless of when the Proposed Terms are received by Seller, unless Seller's Vice President, Marketing, agrees in writing to the Proposed Terms; otherwise, Seller rejects all Proposed Terms.
2. **Prices; Taxes; Payment Terms.** Prices are subject to change without notice. Prices do not include, and Buyer shall pay Seller, (a) the federal oil spill liability trust fund fee, which may be added as a separate line item on any invoice, and (b) all taxes assessed or imposed by any municipal, state, federal, or foreign government on Product, or the manufacture, use or sale of Product (except income, franchise, and gross receipt taxes), unless Buyer is entitled by Law to an exemption from any such taxes and has furnished Seller with proper exemption certification prior to the first shipment. Buyer shall pay Seller the amount set forth on the Confirmation by wire transfer in advance of delivery unless Seller has agreed to extend credit to Buyer, in which case Buyer shall pay Seller the amount due on the date set forth in the applicable invoice, and the maximum lawful rate of interest on all past due payments prorated on the unpaid balance from the payment due date until payment is received at Seller's depository; provided, however, that (i) if Buyer disputes the amount set forth on a Confirmation or in an invoice, Buyer shall notify Seller thereof and pay any undisputed amount, and the parties shall promptly use commercially reasonable efforts to resolve the dispute as to the remainder, and (ii) any dispute not brought within six months after the date of delivery of the Confirmation or invoice, as applicable, shall be deemed waived by Buyer. Buyer grants Seller the right to set-off and apply accounts payable owed by Seller to Buyer against accounts receivable owed by Buyer to Seller or collateral held by Seller as security for any indebtedness owed by Buyer to Seller, which right shall be in addition to, and not in substitution for, other rights and remedies available to Seller.

If Seller agrees to extend credit to Buyer, Seller may require Buyer to provide adequate security for payment prior to delivery of Product. Adequate security may include a cash deposit or a stand-by letter of credit issued by a financial institution in a format acceptable to Seller in its sole discretion. Seller makes a delivery of Product before Buyer's payment in full of the Price therefor, then Buyer grants to Seller a purchase money security interest in the Product and authorizes Seller to file Uniform Commercial Code financing statements, amendments, and continuation statements and to take all other actions Seller deems desirable to perfect, maintain, and foreclose on the security interest granted herein.

3. **Shipment; Title; Risk of Loss.** The shipping terms are stated in the Confirmation. When Product is delivered FOB origin, title and risk of loss, damage, destruction, or deterioration of Product transfer to Buyer: (a) as Product passes through the inlet flange of Buyer's receiving pipeline system for pipeline deliveries, or (b) at 12:00 am Central Time on the first day of the date range specified in the Confirmation for intank deliveries. When Product is delivered FOB destination, title and risk of loss, damage, destruction or deterioration of Product transfers to Buyer as Product passes through the outlet flange of Seller's delivering pipeline system for pipeline deliveries.
4. **Limited Warranty.** Seller (a) warrants that upon delivery, Product shall (i) be free from lawful security interests, liens, taxes, and encumbrances, and (ii) comply with (x) Seller's specifications in the Confirmation, (y) the applicable ASTM standards, and (z) all Laws; and (b) in accordance with the Federal Trade Commission's requirements for gasoline octane certification under the Petroleum Marketing Practices Act, certifies the accuracy of the octane rating of any automotive gasoline described in a Confirmation. Except for the foregoing certification and limited warranties, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR CERTIFICATIONS, EXPRESS OR IMPLIED, REGARDING PRODUCT, INCLUDING COMPLIANCE WITH BUYER'S OR A CUSTOMER'S SPECIFICATIONS OR INDUSTRY STANDARDS. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE (EVEN IF SUCH PURPOSE IS KNOWN TO SELLER), OR ANY WARRANTY AGAINST INFRINGEMENT (INCLUDING INFRINGEMENT OF PATENT AND TRADEMARK RIGHTS), ARE DISCLAIMED AND EXCLUDED.
5. **Quantity of Product.** Seller shall deliver the quantity of Product set forth in the Confirmation. The quantity delivered by Seller shall be determined by (a) the pipeline company's meters for pipeline deliveries, or (b) the quantity stated in the Confirmation for intank deliveries.
6. **Nonconformities; Remedies; Liability Disclaimer.** Buyer shall notify Seller of any nonconformity in the quality or quantity of Product within 60 days after Seller's delivery of the Product. Within a reasonable period of time after receipt of such notification, at Seller's option, Seller shall replace the Product at the Location or refund the Price of the Product, and such

remedy shall be Seller's sole liability and Buyer's exclusive remedy for such nonconformity, whether or not the remedy shall be deemed to fail in its essential purpose.

7. **Confidentiality; No Rights to Marks.** Neither party (the "**Receiving Party**") shall disclose (a) the terms of the Agreement, (b) other non-public information regarding the other party (the "**Disclosing Party**") or, in case of Buyer as Receiving Party, Product or Prices, that the Receiving Party learns by means of the Agreement, or (c) other information received from the Disclosing Party and that is not generally available to the public (collectively, "**Confidential Information**") to any third person or entity without the consent of the Disclosing Party, except that if the Receiving Party is required by Law to produce Confidential Information, the Receiving Party shall give the Disclosing Party prompt notice of such legal process and shall reasonably cooperate with the Disclosing Party in seeking a protective order or other appropriate protection. If a protective order or other appropriate protection is not obtained, or if the Disclosing Party waives its right to seek a protective order or other appropriate protection, the Receiving Party shall (i) furnish only that portion of the Confidential Information that, upon the advice of legal counsel, it is legally required to disclose, and (ii) exercise reasonable efforts to obtain assurance that confidential treatment shall be afforded such Confidential Information. Buyer acquires no interest in and shall not use the name, trademarks, or brands of Seller or its affiliates in the resale of Product. The Disclosing Party shall be entitled to injunctive relief to enforce the Receiving Party's obligations under this Section without the obligation of posting a bond, cash, or other security.
8. **Compliance with Laws.** Buyer shall comply, and shall cause all Customers to comply, with all Laws relating to the use, handling, transportation, and disposal of Product.
9. **Indemnification.** Each party (as applicable, the "**Indemnifying Party**") shall indemnify, hold harmless, and if requested by the other party, defend, the other party, its affiliates, and its affiliates' respective successors, assigns, employees, officers, directors, shareholders, members, partners, contractors, and consultants (as applicable, the "**Indemnified Party**") from and against all losses, costs, expenses, liabilities, damages, fines, or penalties, including court costs, reasonable attorneys' and professionals' fees and expenses and other litigation or settlement expenses for personal injury, death, or property damage (collectively "**Losses**") sustained or incurred by the Indemnified Party, including in connection with a claim, demand, or action (a "**Claim**") made by a third party against the Indemnified Party, to the extent arising from the Indemnifying Party's or its employees', agents', contractors', or in the case of Buyer as the Indemnifying Party, Customer's (a) negligence or willful misconduct in connection with the Agreement, or (b) failure to comply with the terms of the Agreement.
10. **Fulfillment Matters.** Delivery dates are estimates only. Seller shall attempt to notify Buyer of anticipated delivery delays, but Seller shall not be in default due to any such delays. If a curtailment, shortage, or cessation in Seller's existing or contemplated availability of raw materials or of Product, regardless of the cause therefor, renders Seller unable to comply with any of its obligations to Buyer and others to whom it is bound then existing contracts, Seller may, in its sole discretion, withhold, suspend, or reduce sales and deliveries hereunder, or allocate sales and deliveries to Buyer and others without liability.
11. **Hazardous Substances; Assumption of Risk.** The material used to produce Product includes crude oil or its byproducts that contain or that may be found to contain substance hazardous to the health and safety of persons and property. Buyer assumes all risk relating to Product at the time of transfer of risk of loss and shall undertake and assume full responsibility to maintain, observe, and communicate adequately to Buyer's agents, employees, community representatives, Customers, and contractors any and all health and safety warnings, procedures, standards, rules, and regulations supplied to Buyer by a governmental authority, or by Seller as part of Buyer's obtaining, using, processing, handling, testing, storing, transporting, or reselling of Product.
12. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE COVERED BY A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER IN CONNECTION WITH A THIRD PARTY CLAIM.
13. **Force Majeure.** Neither party shall be liable to the other when its performance is delayed or prevented by fire, explosion, storm, flood, extreme heat or cold, electrical blackout, war, national emergency, epidemic, embargo, blockade, civil unrest, riots or disorder, terrorism, sabotage, rebellion, insurrection, riot, strike, lockout, other labor disturbance, compliance (voluntary or involuntary) with Laws, breakage or accident to machinery, perils of navigation, disruption or breakdown of supplies or facilities of production, manufacture, transportation, or distribution, which otherwise would be available, closing or restrictions on the use of pipelines, or any other cause reasonably beyond the party's control, whether or not similar to the causes herein enumerated, except that the foregoing shall not release a party from any obligation to timely make a payment required hereunder.

14. **Notices.** All notices, consents, approvals, change orders, and other communications that are required or permitted to be given under the Agreement shall be sufficient in all respects if given in writing and delivered in person or by email, facsimile, overnight courier, or certified mail, postage prepaid, return receipt requested, to the receiving party at the address shown on the Confirmation, or to such other address as such party may have given to the other by notice pursuant to this Section. Notices, consents, approvals, change orders, and other communications shall be deemed delivered, given, and received on the date of delivery, in the case of personal delivery, email, or facsimile, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.
15. **Governing Law and Forum.** The Laws of the State of Texas, excluding choice of law rules, shall govern any action related to the Agreement. Any litigation with respect to the Agreement shall be brought in the appropriate courts located in Dallas County, Texas, and Buyer irrevocably submits to such personal jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods is excluded from application to the Agreement. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THE AGREEMENT.**
16. **Attorney's Fees.** If a party is required to take any action to enforce the terms of the Agreement, the substantially prevailing party shall be entitled to reasonable attorneys', consultants', expert witnesses', and other professionals' fees and costs, costs of collection, and interest at the statutory rate on any unpaid amount from the date due.
17. **Amendments; No Buyer Assignment; Severability.** The Terms (a) may be amended or cancelled only in writing signed by Buyer and Seller's Vice President, Marketing, and (b) may not be assigned by Buyer without Seller's prior consent, and any attempt to assign it without such consent shall be void. If any of the provisions herein shall for any reason be held void or unenforceable, the remaining provisions shall remain in full force and effect.
18. **No Third Party Beneficiaries.** The Agreement shall not create a contractual relationship between Seller or Buyer and a third party, including a Customer, or a cause of action of a third party or a Customer against Seller or Buyer.
19. **Definitions and Interpretation.** As used herein, the "**Agreement**" means these Terms & Conditions for Bulk Sales of Petroleum Products (the "**Terms**"), together with the applicable transaction confirmation sent by email from Seller to Buyer (the "**Confirmation**"); "**Customer**" means a buyer of Product from Buyer; "**Laws**" means all applicable federal, state, local, and foreign laws, codes, rules, regulations, and orders of any United States or foreign governmental authority; "**Location**" means the plant or location specified on the Confirmation; "**Prices**" means the prices set forth in the Confirmation; and "**Product**" means the product specified in the Confirmation. In interpreting the Agreement: (a) the singular includes the plural and vice versa; (b) reference to a document or Law means such document or Law as amended from time to time; (c) the term "or" is not exclusive; (d) "include" or "including" means including without limiting the generality of any description preceding such term; (e) headings are for convenience only and do not constitute a part of the Agreement; (f) all references to money refer to United States currency unless otherwise indicated on the Confirmation; and (g) the terms "herein," "hereunder," and derivatives or similar words refer to the entire Agreement.