



## HOLLYFRONTIER LSP EUROPE B.V. ("HFLSP")

### STANDARD TERMS AND CONDITIONS OF SALE

As may be amended without notice by HollyFrontier LSP Europe B.V.

#### 1. INTENT AND REFERENCE

These Terms apply to Product a Customer purchases for its own consumption and not for resale. Unless a Product purchased by Customer is covered by a valid Contract between HFLSP and Customer (in which event the terms of the Contract shall apply), Customer acknowledges and agrees that HFLSP shall sell such Product to Customer and Customer shall purchase and take Delivery of such Product from HFLSP in accordance with these Terms.

**CUSTOMER'S ORDER OR PURCHASE OF PRODUCT SHALL CONSTITUTE ITS ACCEPTANCE OF THESE TERMS IN TOTAL, TO THE EXCLUSION OF ANY CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY FORM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY STATEMENT, INVOICE, SALES ORDER, PURCHASE ORDER, OR OTHER DOCUMENT OR RECORD PROVIDED BY CUSTOMER.**

Any action, inaction, negligence or misconduct by a Party's directors, officers, employees, agents, subcontractors or representatives in connection with Customer's purchase of Product under these Terms shall be deemed to have been committed by that Party. The indemnity to which a Party is entitled in connection with these Terms, as expressly set forth herein, shall include that Party's directors, officers, employees, agents, subcontractors and representatives.

Herein, as appropriate or as required in the context, words importing the singular shall include the plural and vice versa.

#### 2. DEFINITIONS

- (a) **"Additional Charges"**: amounts, excepting Prices, Levies and Taxes, payable by Customer to HFLSP, as agreed by the Parties from time-to-time.
- (b) **"Affiliate"**: any person or entity that directly or indirectly controls, is controlled by, or is under common control with HFLSP, or Customer, as applicable.
- (c) **"Business Day"**: a day other than a Saturday, Sunday or public holiday where a Party performs an activity under these Terms, or as otherwise defined herein.
- (d) **"Contract"**: a signed agreement between the Parties for the sale and purchase of Product.
- (e) **"Customer"**: a legal entity to which HFLSP Delivers and sells Product pursuant to a Contract or these Terms.
- (f) **"Days"**: calendar days, unless otherwise stated.
- (g) **"Delivered" and variants**: Product picked-up by or on behalf of Customer from HFLSP, or shipped by or on behalf of HFLSP to Customer, per, if applicable, the Incoterms<sup>®</sup> 2010 in the order confirmation issued to Customer by HFLSP's Customer Order Management department. Delivery occurs when Product passes, enters, or is set at, upon or within, as applicable, the receiving flange, pipe, hose, tank, vehicle, marine or stationary vessel, dock, warehouse, shipping container, railcar, rail spur or siding, other facility or equipment (without limit) (each a "Receiving Equipment"), or otherwise when Customer or its representative has possession or control of Product.
- (h) **"Facility"**: the facility from which HFLSP supplies Product to Customer.  
**"Government"**: a recognized political division or entity including, but not limited to, national, provincial, state, territorial, municipal and local governments, and includes governmental agencies and authorities.
- (i) **"Laws"**: Government laws, by-laws, decrees, orders, ordinances, regulations and statutes applicable to these Terms, or to a Party's activities under these Terms.
- (j) **"Levies"**: any current, retroactive or deficit recovery fee, levy, handling charge, operating cost or other financial charge, excluding Additional Charges and Taxes, payable or incurred by HFLSP in connection with the sale or supply of Product to Customer, and which is a consequence of, or related to, any Law in force when Customer purchases or purchased Product, including, but not limited to, HFLSP's obligations to make payments to an organization whose functions are associated with recovering or recycling or reclaiming used Product, its packaging / container, or both.
- (k) **"Notice"**: written communication from one Party to the other about any of these Terms.
- (l) **"Party"**: HFLSP or Customer; **"Parties"**: HFLSP and Customer.
- (m) **"HFLSP"**: HollyFrontier LSP Europe B.V., registered with Dutch trade register under number (73975109) and incorporated under the Laws of The Netherlands, having an office at Mainhaven 6, 1043 AL, Amsterdam, The Netherlands.
- (n) **"Prices"**: prices for Product exclusive of applicable Supplements, unless otherwise required by Law.
- (o) **"Product"**: lubricants and other products Delivered under these Terms and means a single Product or a collection thereof.
- (p) **"Supplements"**: Additional Charges, Levies and Taxes, in addition to Prices, applicable to or associated with, Customer's purchase of Product under these Terms.
- (q) **"Taxes"**: any taxes including, but not limited to, sales, use, value-added and excise taxes, but excluding income taxes, imposed by a Government, directly or indirectly, in connection with the sale or supply of Product by HFLSP to Customer.
- (r) **"Terms"**: these Standard Terms and Conditions of Sale.

#### 3. PRODUCT, PRICES AND SUPPLEMENTS

HFLSP may, from time-to-time, discontinue the sale of a Product; or change the composition or packaging of a Product; or change, discontinue or replace a Product trademark or a service offered in connection with the Product.

Prices shall be provided to Customer upon request and shall be subject to change upon Notice. Unless otherwise agreed by the Parties, Prices for lubricating oils and other fluids shall be "per litre" and Prices for greases shall be "per kilogram".

Prices and Supplements shall be in Euro's, unless Customer is otherwise advised by HFLSP in writing. Customer shall pay all Supplements directly to HFLSP in addition to the Prices, unless and to the extent Customer provides a valid exemption certificate to HFLSP, or unless and to the extent a Supplement is payable by Customer, by Law or contract, directly to a third party and Customer provides written evidence of such obligation to HFLSP and, if applicable, the Parties agree, in writing, to transfer the obligation from HFLSP to Customer. New, or changes to existing, Supplements shall be reflected on HFLSP's invoices as of their effective date.

#### 4. PRODUCT QUALITY; WARRANTY DISCLAIMERS; CLAIMS; EXCLUSIVE REMEDIES

HFLSP warrants to Customer that, upon Delivery, Product conforms to the manufacturers specifications for such Product at its date of manufacture (the "Product Specifications"). Product samples solely exemplify the Product's typical characteristics at the time of manufacture of such sample. Sale is not by sample. The particular characteristics for any Delivery of the Product may not match the particular characteristics for any sample of that Product.

Subject to the other Terms, HFLSP shall further warrant that a Product is fit for a specific application ("Application"), provided Customer advises HFLSP, in writing, in advance, of the Application and provided that a HFLSP technical services advisor approves, in writing, in advance, use of the Product for the Application.



Subject to the other Terms, if HFLSP Delivers Product which, before or at the time of initial use or application by Customer, is alleged by Customer and is thereafter confirmed by HFLSP after its investigation to not meet the Product Specifications and to be unusable, through no negligence or misconduct of Customer ("Defective Product"), HFLSP shall:

- (a) repair damaged equipment or replace damaged equipment parts to the extent caused by Defective Product, provided the Product is used in accordance with the recommendations of the equipment manufacturer and HFLSP; and
- (b) at its option, replace Defective Product or credit Customer's account for the amount originally billed for Defective Product.

If a Product package is damaged by HFLSP before or during Delivery (except to the extent caused or contributed to by Customer's negligence or misconduct), and the Product is thereby made unusable, as determined by HFLSP, acting reasonably ("Damaged Product"), HFLSP's sole liability shall be, at HFLSP's option, to replace Damaged Product or credit Customer's account for the amount originally billed for Damaged Product.

Customer's claim for alleged Defective Product or Damaged Product (each a "Defect") shall be made by phone or facsimile or electronic mail as follows.

- (a) Defective Product: Promptly upon Customer's first knowledge of a possible defect in the Product.
- (b) Damaged Product: Within two (2) Business Days after Delivery.

HFLSP shall be given a reasonable opportunity to investigate the alleged Defect. Customer's failure to comply with the foregoing in this paragraph shall operate as a waiver of any and all claims for Defect.

Notwithstanding any of the other Terms, HFLSP's liability shall be subject to Customer:

- (a) complying with HFLSP's written statements about Product handling, storage and shelf life, as provided or otherwise made available to Customer;
- (b) visually inspecting Product before its use (which must occur before expiry of its "shelf life") to identify a reasonably apparent possible Defect;
- (c) not blending or mixing Product with a different product (including, but not limited to, a different type, brand, or grade) without the prior, written approval of a HFLSP technical services advisor;
- (d) complying with HFLSP's instructions, if applicable, or otherwise taking reasonable and prudent steps, to prevent or mitigate any loss or damage as a result of an alleged or HFLSP-confirmed Defect.

Except for the limited warranty set out above in this Section, HFLSP makes no representations or warranties (express, implied, statutory or otherwise) regarding the Product. To the maximum extent permitted by Law, HFLSP expressly disclaims all other warranties (express, implied, statutory or otherwise) including, without limitation, warranties of merchantability and, except as expressly stated in paragraph 2 of this Section, fitness for a particular purpose. Notwithstanding any of the other Terms, the remedies provided in this Section shall be Customer's exclusive remedies for any claims for Defect.

#### 5. INDEMNITY AND DISCLAIMER OF LIABILITIES

- (a) Each Party (as "Indemnitor") shall indemnify and save the other Party (as "Indemnitee") harmless from and against any and all losses, costs, damages, claims, fines, penalties, liabilities and expenses, including, but not limited to, those related to or associated with death, personal injury or damage to property or the environment, which Indemnitee may sustain, incur, suffer or have asserted against it as a result of Indemnitor's negligence or misconduct, including, but not limited to, leaking or otherwise faulty Receiving Equipment provided by or on behalf of Customer, except to the extent caused or contributed to by Indemnitee's negligence or misconduct.
- (b) Notwithstanding any of the other Terms, to the maximum extent permitted by Law, the preceding indemnity and any other remedy expressly stated in these Terms shall be a Party's sole and exclusive remedies for monetary damages for any breach of these Terms by the other Party, to the exclusion of any additional or substitute remedies available at law or in equity which each Party expressly disclaims; provided, however, that the foregoing shall not limit a Party's right to seek specific performance or injunctive or similar non-monetary relief for a breach of these Terms by the other Party relating to fraud or the improper disclosure of confidential information.
- (c) Notwithstanding any of the other Terms, and except for a Party's wilful misconduct, fraud or breach of Section 22, to the maximum extent permitted by Law, neither Party shall be liable to the other Party for any loss of production, loss of revenue, loss of profits, loss of any business or contract, or for any incidental, consequential, indirect, special or punitive damages, arising out of or in connection with these Terms.

#### 6. RESALE OF PRODUCT

Customer shall not resell Product under trademarks, trade names or brands affixed to Product or any other trademarks, trade names or brands owned, or used under license, by HFLSP. If Customer resells any Product, it does so entirely at its own risk and without benefit of any warranty or representation as to quality or specifications by HFLSP.

#### 7. PRODUCT MEASUREMENT AND PURCHASE QUANTITIES

The quantities of Product Delivered shall be determined by the methods of measurement normally used by or on behalf of HFLSP for bulk Deliveries, or, for packaged Product, by the number of containers Delivered. Bulk Deliveries within ten percent (10%) of amounts ordered shall be deemed sufficient; though Customer shall only pay for amounts Delivered. However, if HFLSP provides specialty bulk services to Customer (by example, if Product is decanted from drums for Customer or Product is subject to a minimum size order), Customer shall pay for all Product ordered and made available, even if it exceeds the amount Customer is able to receive on the scheduled Delivery date.

#### 8. PRODUCT TITLE AND RISK

Risk of loss or damage to Product shall pass from HFLSP to Customer when Delivered.

If Product is shipped from a Facility located in an EC member country, then title shall pass from HFLSP to Customer when Product is loaded onto the first carrier for shipment to Customer. If Product is shipped from a Facility not located in an EC member country, then title shall pass from HFLSP to Customer as follows. If the named place per the Incoterms® 2010 stated in HFLSP's order confirmation for Customer's purchase order is in The Netherlands or Germany, then title shall pass when Product is Delivered; otherwise, title shall pass upon the first of: (i) when Product is Delivered, (ii) when Product is offloaded at the first port of entry, (iii) when the customs authorities have released the Product for import.

Unless an HFLSP Affiliate arranges the export documentation for Customer, Customer shall be wholly responsible to ensure full compliance with all Laws regarding the export of Product. Customer shall in all cases, without exception, be, and shall identify itself as, the sole importer of record into the applicable jurisdiction, and shall be wholly responsible to ensure full compliance with all Laws regarding such import, including, but not limited to, obtaining customs clearance and payment of all applicable customs duties, fees, Taxes and other charges, without limitation. HFLSP shall have no responsibility nor liability whatsoever in connection with Customer's import of Product. In case of Defective Product or Damaged Product, risk of loss or damage and title to such Product shall remain with Customer until, if applicable, physical possession of such Product is transferred to HFLSP or its designated representative in The Netherlands or Germany.

#### 9. ORDERS AND DELIVERIES

All Product orders, Deliveries and returns shall be subject to these Terms and to HFLSP's applicable written policies and procedures, as amended, and as provided or otherwise made available to Customer. HFLSP shall use commercially reasonable efforts to meet the Delivery schedule requested by Customer



or proposed by HFLSP, but shall not be liable (in contract, negligence or otherwise) for any loss or damage resulting from its failure to do so, howsoever caused.

#### 10. CREDIT AND PRODUCT PAYMENT

- (a) From time-to-time HFLSP may request financial or other information ("Information") from Customer, including, but not limited to, Customer's audited financial statements, to determine whether, to what extent, and on what conditions to continue extensions of credit to Customer. If HFLSP does not receive such Information within three (3) Business Days after its request, or determines the financial condition of Customer or Customer's guarantor (if any) has become unsatisfactory, or otherwise determines it appropriate, HFLSP is entitled to withdraw or revise existing credit terms at any time, acting reasonably. If credit is withdrawn, payment terms shall be prepaid Deliveries. Alternatively, or in addition, HFLSP, in its sole discretion, may provide credit if Customer or Customer's guarantor (if any) provides security, at Customer's expense, satisfactory to HFLSP.
- (b) If Customer's order for Product or other goods or services with HFLSP or its Affiliates places Customer's account over the credit limit agreed to by HFLSP from time-to-time, HFLSP is entitled to require payment in advance.
- (c) Customer agrees to ensure HFLSP receives full payment of invoices per the terms as advised by HFLSP from time-to-time and by the date indicated on its invoices ("Due Date").
- (d) If Customer fails to make full payment of an invoice by the Due Date, excepting, if applicable, that part of an invoice which Customer reasonably believes is incorrect, HFLSP is entitled to suspend Product Deliveries until all outstanding amounts have been received from Customer. HFLSP is entitled to set off any amounts owing by HFLSP or its Affiliates to Customer, against any amounts owing by Customer to HFLSP or its Affiliates, under any agreements between such parties.
- (e) Any monies owing by Customer under these Terms shall be payable immediately if HFLSP suspends or terminates Deliveries because of Customer's default per Section 11 (a).

#### 11. BREACH OR DEFAULT OF TERMS AND TERMINATION

- (a) HFLSP may suspend or terminate Deliveries of Product to Customer immediately and without Notice if Customer:
  - i. commits a material breach of these Terms and fails to remedy such breach to HFLSP's satisfaction within fifteen (15) Days from notification in writing, or, as to any failure to pay amounts hereunder when due, fails to make such payment in full within five (5) Days from written demand for payment; or
  - ii. becomes bankrupt or insolvent under the provisions of any legislation in force in any jurisdiction to which Customer is subject for bankrupt or insolvent debtors or makes any assignment for the benefit of its creditors or any proposal to its creditors for compromise or relief from debts; or
  - iii. breaches, or fails to comply in any material respect with, any Law; or
  - iv. in HFLSP's judgment, engages or has engaged in a fraudulent, unsafe, or deceptive business practice; or
  - v. acts or has acted in a manner HFLSP determines, acting reasonably, to be detrimental to its image; or
  - vi. enters into any contract or obligation on behalf of, or that would obligate, HFLSP without its prior written authorization.
- (b) The Terms of this Section are cumulative of other Terms regarding rights of termination and do not limit, nor are they limited by, such other Terms.

#### 12. TERMINATION RIGHTS AND OBLIGATIONS

The termination of Product Deliveries ("Termination") for any reason shall be without prejudice to, and shall not relieve either Party of any rights or obligations it acquired under these Terms before Termination. Any right or obligation of a Party which is capable of having effect after Termination shall survive and remain in full force and effect after Termination for any reason, including, without limitation, those set out in Sections 4, 5, 6, 8, 9, 10, 12 and 18 through 26. Upon Termination for any reason, HFLSP is entitled to cancel any non-completed Deliveries. Neither Party shall be liable to pay goodwill or other compensation because of Termination.

#### 13. FORCE MAJEURE

A "Force Majeure" event includes, but is not limited to, a strike; lock-out; work stoppage or slow down or other labour dispute; popular uprising; sabotage; riot; rebellion; seizure; insurrection; act of terrorism; act of God; fire; storm; flood; war; accident; embargo; hostilities; explosion; perils of navigation; breakdown, closure or loss of use of, or damage to, or an unsafe condition involving, any facilities, machinery or equipment (for any reason whatsoever) used to manufacture, obtain, store, distribute or receive Product; a reduced or inadequate supply of raw materials or services to HFLSP or its Affiliate (for any reason whatsoever, including HFLSP's or its Affiliate's inability to acquire same on economically reasonable terms); an act of any Government or other authority; or any other event beyond the reasonable control of a Party (individually or collectively "Event"). However, lack of finances shall not be considered an event beyond the reasonable control of a Party, and nothing herein shall relieve Customer of its obligation to pay for Delivered Product.

Neither Party shall be liable, in damages or otherwise, for any non-performance, omission or delay (individually or collectively "Delay") in performing its obligations under these Terms to the extent and for the time its Delay is directly or indirectly attributable to an Event. The Party claiming Force Majeure shall notify the other Party of the situation as soon as possible, shall communicate all reasonable details to the other Party, and shall, as soon as possible, remedy the cause and consequences of the Event insofar as it is able to do so. However, terms of settlement of any strike, lock-out or other labour dispute (individually or collectively, "Dispute") shall be at the discretion of the Party claiming Force Majeure and such Party shall not be bound to settle the Dispute merely to remedy the Event.

#### 14. HFLSP'S RIGHT TO ALLOCATE SUPPLY

If for any reason HFLSP's supplies of Product are curtailed or cut off, or are otherwise inadequate to meet its customers' needs, HFLSP shall allocate the available supply as HFLSP considers appropriate, and such allocation shall not be a breach of HFLSP's obligations under these Terms.

#### 15. NO AGENCY/WARRANTIES

Neither these Terms nor the relations between the Parties shall constitute or create the relationship of principal and agent or of partnership or of joint venture between the Parties. Neither Party is authorized to create or incur any obligation on behalf of the other Party and shall not make any representation, express or implied, that it has such authority. Neither Party, unless having given its express prior written authorization to the other Party, shall be responsible for any debts, contracts, or obligations incurred, made or entered into by or on behalf of the other Party.

Each Party warrants it is duly organized, validly existing and in good standing under the Laws of its respective jurisdiction, and has the power and capacity to enter into, execute and perform its obligations under these Terms, and that the execution of these Terms shall not result in a breach by such Party of any other agreement by which it is bound.

#### 16. COOPERATION AND ASSISTANCE

Each Party shall execute and deliver, or cause to be executed and delivered, all documents, and do, or cause to be done, any further and other acts or things, necessary to implement and carry out the intent of these Terms.



**17. HEADINGS**

The headings herein are for convenience only and shall not be considered when interpreting these Terms.

**18. HAZARDOUS SUBSTANCES; ASSUMPTION OF RISK**

The material used to produce the Products includes derivatives of crude oil and may include other products or chemicals that contain or that may be found to contain substances hazardous to the health and safety of persons and property. Upon Delivery, Customer shall undertake and assume full responsibility to maintain, observe, and communicate adequately to Customer's agents, employees, customers, and contractors any and all health and safety warnings, procedures, standards, rules, and regulations supplied to Customer by Government, or by HFLSP, including, but not limited to, a Product's "Safety Data Sheet", as part of or in connection with Customer's receiving, storing, handling, testing, using, processing, shipping, or disposing of a Product.

**19. COMPLIANCE WITH APPLICABLE LAWS**

Customer shall comply with all Laws relating to the receiving, storing, handling, testing, using, processing, shipping, or disposing of the Products. Without limiting the generality of the foregoing, Customer shall (a) not export, re-export, or otherwise transfer, directly or indirectly, the Products in violation of Law, (b) be responsible for obtaining any necessary Government authorization required to ensure compliance with Law, excepting such authorizations which, by Law, are HFLSP's responsibility, and (c) contact the applicable domestic or foreign Government authorities to the extent Customer needs guidance as to applicable licensing requirements and other restrictions to meet its obligations hereunder.

**20. ANTI-CORRUPTION WARRANTY**

Customer warrants, in connection with the Products, that Customer and its employees, contractors, representatives and agents have not, directly or indirectly, offered, promised, made, encouraged, permitted or facilitated, and will not, directly or indirectly, offer, promise, make, encourage, permit or facilitate, the making of payments to Government officials or officials of a public organization as are prohibited by applicable anti-corruption Laws including, but not limited to, *Canada's Corruption of Foreign Public Officials Act*, the *U.S. Foreign Corrupt Practices Act ("FCPA")*, the *U.K. Bribery Act 2010*, and the *OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions*.

**21. RECOVERY OF ENFORCEMENT COSTS**

If a Party is required to take any action to enforce these Terms, it shall be entitled to recover from the other Party (i) reasonable payments to external: attorneys, consultants, expert witnesses and other professionals; (ii) reasonable collection costs and (iii) interest at the statutory rate on any unpaid amount from the date due.

**22. SECRECY**

The Parties may exchange proprietary and other confidential information, including, but not limited to, Prices. Neither Party shall divulge to any third party any such information supplied by the other Party without the prior written consent of the other Party, unless required by Law. Customer shall not attempt, nor cause or participate in an attempt, to reformulate Product. Information shall not be considered confidential to the extent, but only to the extent, that such information: (i) is already known to the other Party free of any restriction; (ii) is or becomes publicly known or available through no wrongful act or breach of these Terms; (iii) is rightfully received from a third party without restriction; or (iv) is required to be disclosed by Law and is not covered by a protective order or otherwise given confidential treatment. For any breach of this Section by either Party, the other Party shall be entitled to seek temporary, preliminary or permanent injunctive relief.

**23. SEVERABILITY AND WAIVER**

Should anything herein be found to be illegal or unenforceable, it shall be severed from these Terms, without affecting the enforceability of the balance of these Terms. A Party's failure, in one (1) instance or more, to (a) take action in response to the other Party's breach of any Term ("Breach"), or (b) enforce any Term, or (c) exercise any right, shall not be deemed to excuse or waive such Breach, Term or right, nor shall it thereafter limit, impair or extinguish a Party's right to take action in response to any Breach, or to enforce or exercise any Term or right.

**24. ENTIRE AGREEMENT**

These Terms and the payment terms, as may be amended by HFLSP, that are separately provided to Customer by HFLSP's Credit department, constitute the Parties' entire agreement. All representations, conditions, understandings and warranties regarding the subject matter of these Terms, whether past or contemporaneous, are merged herein or superseded hereby. Other than the payment terms, no contrary or additional terms and conditions in any form whatsoever shall apply to these Terms, notwithstanding any oral or written statement made or provided by either Party, including, but not limited to, any statement, invoice, sales order, purchase order, or other document or record.

**25. GOVERNING LAW**

These Terms and any non-contractual obligations arising out of or in connection with these Terms shall be governed by and construed under Dutch Law. The Dutch courts in Amsterdam shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms (including a dispute relating to any non-contractual obligations arising out of or in connection with these Terms) and the Parties submit to the exclusive jurisdiction of the Dutch courts. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods ("Convention") and the Uniform Laws on International Sales ("Uniform Laws"), or any local legislation implementing such Convention or Uniform Laws, if otherwise applicable.

The ejusdem generis rule does not apply to these Terms. Accordingly, specific words indicating a type, class or category of thing do not restrict the meaning of general words following such specific words, such as general words introduced by the word "other" or a similar expression. Similarly, general words followed by specific words shall not be restricted in meaning to the type, class or category of thing indicated by such specific words.

**26. THIRD PARTIES**

Except that any relevant provision may be enforceable by HFLSP, the Parties do not intend any term of these Terms to be enforceable under the Contracts (Right of Third Parties) Act 1999 or any similar doctrine by any person who is not a party to these Terms.

**27. NOTICES**

A Notice shall be deemed properly given if in writing and (a) delivered by hand (including commercial delivery service), (b) sent by facsimile ("fax") or electronic mail ("email"), or (c) sent by mail, to the other Party's address or fax number or email below or as otherwise provided by that Party.

- To Customer: To the address or facsimile number provided by Customer.
- To HFLSP: By hand or mail: HollyFrontier LSP Europe B.V., Mainhaven 6, 1043 AL, Amsterdam, The Netherlands.
- By email: as provided to Customer.

Notice served by hand or fax or email shall be deemed to have been given one (1) Business Day after the date on which it is served, provided, if service is by fax or email, sender has proof of successful transmission to the other Party. Notice served by mail shall be deemed to have been given five (5) Business Days after the date on which it is postmarked, if domestic mail, or ten (10) Business Days after the date on which it is postmarked, if international mail. If there is an anticipated or actual postal disruption, Notice shall only be given by hand or fax or email. Either Party may at any time change its address for service by giving Notice in accordance with this Section. For the purpose of this Section, "Business Day" means a Day which is not a Saturday, Sunday or public holiday in the jurisdiction where a Party receives a Notice.

