



## Standard Terms and Conditions

These Standard Terms and Conditions set out the terms and conditions upon which Buyer is prepared to deal with Fueled for the purchase, sale and delivery of Goods or the provision of Fueled Logistics Services and shall apply retroactively if any of the Goods were delivered or the Fueled Logistics Services was provided prior to the execution of the Invoice.

1. **Definitions:** For the purpose of construing these Terms and Conditions, the following definitions shall apply:

“**Buyer**” shall have the meaning as specified in the Invoice.

“**Change Order**” shall mean written instructions or adjustments for a change in the terms of a Transaction described in Section 12.

“**Delivery Date**” shall mean the date for the delivery of the Goods or the Fueled Logistics Services as specified in the Invoice.

“**Fueled**” shall mean Fueled Energy Marketing Inc.

“**Fueled Logistics Services**” shall mean the services as described in Section 11.

“**Goods**” shall mean the goods specified in the Invoice.

“**Invoice**” shall mean the invoice attached hereto or an invoice issued by Fueled following a Change Order.

“**Other Documents**” has the meaning set out in Section 2.

“**Parties**” shall mean the Buyer and Fueled.

“**Terms and Conditions**” shall mean these terms and conditions; and

“**Transaction**” mean the purchase, sale and delivery of Goods and/or provision of Fueled Logistics Services by Fueled to the Buyer.

2. **Integration:** The Invoice shall be governed exclusively by and subject to these Terms and Conditions and any such other document as referenced in the Invoice (the “**Other Documents**”). These Terms and Conditions and Other Documents are incorporated into the Invoice. These Terms and Conditions and the Other Documents are intended by the Parties as the final, complete and exclusive statement of all of the terms of the Transaction and these Terms and Conditions, Other Documents and Invoice supersede and shall have paramountcy over all other agreements, understandings, negotiations and discussions whether written or oral, and no representations, warranties, collateral arrangements or conditions affecting the Goods or the Fueled Logistics Services exist other than as are expressed in such Terms and Conditions, Invoice and Other Documents.
3. **Amendment:** These Terms and Conditions may not be amended or modified except in writing signed by both Parties.
4. **Fueled’s Responsibilities:**

Fueled shall:

- (a) be responsible for providing the Goods and the Fueled Logistics Services as set out in the Invoice;

- (b) give the Buyer the opportunity to, prior to the Delivery Date, to access, inspect, review, or examine the Goods and all documentation relating thereto and to reject any item which does not comply with the Buyer's requirements as contained in the Invoice; and
  - (c) use its reasonable efforts to deliver the Goods and the Fuelled Logistics Services to the Buyer by the Delivery Date. Fuelled shall provide the Buyer with prompt written notice if, at any time, Fuelled believes it will be unable to deliver the Goods or the Fuelled Logistics Services on or before the Delivery Date.
5. **Transfer of Title:** Title and all other property rights in and to the Goods will pass to the Buyer free and clear of all encumbrances at the earlier of: (i) the time when Fuelled receives payment in full for the Goods; or (ii) the time when the Buyer takes physical possession of the Goods or when Fuelled delivers the Goods to the Buyer pursuant to the Fuelled Logistics Services.
  6. **Risk of Loss:** Fuelled bears all risk of loss with respect to the Goods until the earlier of: (i) ten (10) days from the date of the Invoice, if the Buyer does not elect to use the Fuelled Logistics Services or if the Fuelled Logistics Services do not include transport or delivery of the Goods; or (ii) the time when Fuelled delivers the Goods to the Buyer pursuant to the Fuelled Logistics Services.
  7. **Failure to Perform:** Goods not removed from the Pickup Location within ten (10) days of the Pickup Date shall be subject to an additional charge of one percent (1%) of the total Cost of Goods (net of applicable taxes) per day. At such time or any time thereafter, Seller may, at its sole discretion and in addition to any other legal remedies it may have, upon notice to Buyer, without liability for any resulting loss or damage to the Goods and without further obligation to the Buyer, retain title to the Goods. Buyer shall reimburse Seller all costs (including attorney's fees) arising out of Buyer's failure to perform.
  8. **Inspection of Goods:** The Buyer acknowledges and agrees that Fuelled is not the manufacturer of the Goods, the equipment used in the Goods or the components thereof, and Fuelled has no responsibility for defects or any changes, recalls or updates that the manufacturers of such Goods, equipment or components may recommend, whether completed or not completed. The Buyer shall have the right, within ten (10) days of the date of the Invoice or within any such other period prior to the Delivery Date, as the Parties may otherwise agree, at its sole cost, risk, and expense, to access and inspect the Goods, review all documentation relating thereto and to reject any item which does not comply with all the requirements of the Transaction. Where the Buyer fails to exercise the right to inspect the Goods pursuant to this Section 7, the Buyer shall be deemed to have waived the right to inspect the Goods and Section 14 shall apply.
  9. **Warranty:** Fuelled makes no representations or warranties regarding the Goods, the condition thereof or the documentation provided in connection therewith, if any, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Buyer is not purchasing the Goods, or the Fuelled Logistics Services based upon any representations or warranties of Fuelled, but solely upon the Buyer's own requirements, inspection, and investigation, including, but not limited to, as to the quality, condition, suitability, serviceability and value of the Goods and the Fuelled Logistics Services, as applicable. The Buyer acknowledges that the Goods are being sold, and the Fuelled Logistics Services, as applicable, are being provided "as is, where is", "with all faults", "without recourse" and without warranty. The Buyer hereby acknowledges that Fuelled has provided it with all material information and a reasonable opportunity to inspect the Goods at the sole cost, risk, and expense of the Buyer. Except as set out herein, all warranties, conditions, and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
  10. **Payment Terms:** Unless otherwise stipulated in the Invoice, the Buyer will remit payment for the Goods and the Fuelled Logistics Services within 7 days after the Buyer receives the Invoice.
  11. **Taxes:** The Parties acknowledge that the price for Goods and the Fuelled Logistics Services is exclusive of any value added, goods, services or sales taxes (including Canadian GST/HST and provincial retail sales taxes) which are required by law to be collected by Fuelled on a supply of Goods or provision of the Fuelled Logistics Services, and which in the normal course of Fuelled's business, are not included and are not required by law to be included in the price of the Goods and the Fuelled Logistics Services. The Buyer shall pay to Fuelled any such taxes which are applicable to such Goods or Fuelled Logistics Services.
  12. **Fuelled Logistics Service:** In the event the Buyer selects the checkbox for the Fuelled Logistics Services on the Invoice, the Buyer hereby agrees that Fuelled may provide the following services in connection with

the purchase of the Goods: (a) Removal of Goods from the location specified on the Invoice; and (b) Transport of the Goods to the location specified in the Invoice.

13. **Change Orders:** The Buyer's order as specified in the Invoice shall only be amended upon the formal issue by the Buyer of a Change Order, and acceptance of such Change Order by Fuelled, which shall be in writing and signed by both Parties. Change Orders may include the addition, removal or substitution of any Goods or the Fuelled Logistics Services. The price of the Goods or the Fuelled Logistics Services payable by the Buyer shall be increased or decreased accordingly following the amendment required by the Change Order, along with any required adjustments to the Delivery Date.
14. **Deemed Acceptance:** The Buyer is deemed to accept the Goods at the earlier of: (i) ten (10) days from the date of the Invoice, if the Buyer does not elect to use the Fuelled Logistics Services or if the Fuelled Logistics Services do not include transport or delivery of the Goods; or (ii) the time when Fuelled delivers the Goods to the Buyer pursuant to the Fuelled Logistics Services.
15. **Rejection of Goods:** The Buyer shall not reject any Goods after an inspection has been done or waived pursuant to Section 7. The Buyer may only reject the Goods where an inspection taken in accordance with these Terms and Conditions has revealed an apparent deficiency in the Goods and provided that the Buyer shall first give Fuelled the opportunity to remedy the deficiency or provide a reasonable alternative, within a reasonable time, failure of which shall result in the Buyer having the remedies as provided in Section 16.
16. **Force Majeure:**
  - (a) Fuelled shall not be responsible for any failure to fulfil any term or condition of the Transaction, or any costs, losses, claims, actions, causes of actions or expenses suffered by or brought against the Buyer, if and to the extent that fulfilment has been delayed or temporarily prevented by an occurrence of Force Majeure, of which the Buyer has been notified in accordance with this Section 15 and which is beyond the control and without the fault or negligence of Fuelled and which, by the exercise of reasonable diligence, Fuelled is unable to prevent.
  - (b) For the purposes of these Terms and Conditions, "**Force Majeure**" shall mean (i) earthquakes, hurricanes, fires, storms, tidal waves, tsunamis, floods or other physical natural disasters, exclusive of adverse weather conditions; (ii) acts of war (whether declared or undeclared), terrorism, riot, civil war, blockade, insurrection or civil disturbances; (iii) acts of a governmental authority that prevent or make unlawful a Party's performance under the Transaction; (iv) strikes or labour disputes at the provincial or national level; and (v) pandemic, widespread disease or labour shortage related to widespread shortage of personnel due to pandemic disease or other widespread health or safety risk situation that prevents personnel from working.
  - (c) In the event of an occurrence of Force Majeure, Fuelled shall promptly notify the Buyer, giving all relevant details, and shall use reasonable endeavors to remedy the situation without delay.
  - (d) Following notification of Force Majeure in accordance with Section 15(c), the Parties shall discuss promptly with a view to agreeing to a mutually acceptable course of action to minimize any effects of such occurrence.
17. **Remedies:** If Fuelled fails to deliver the Goods or the Fuelled Logistics Services (in accordance with the Invoice and the terms hereof), the Buyer shall first provide Fuelled the opportunity, at Fuelled's expense, either to remedy the failure or to carry out any other necessary acts to ensure that the terms of the Transaction are fulfilled within a reasonable time, upon the failure of which the Buyer may, at its discretion and as the circumstances may permit: (a) invoice Fuelled for any reasonable mutually agreed costs or expenses incurred by the Buyer to cause the Goods or a similar service to be delivered, or (b) terminate the Transaction.
18. **Limitation of Liability:** To the extent permitted by applicable law, Fuelled's maximum liability to the Buyer for any cause whatsoever under the Transaction or otherwise shall be limited to an aggregate amount of 100% of the payment made by the Buyer for the Goods (and no additional cost) as at the time the cause arises.
19. **Waiver of Consequential Damages:** The Buyer expressly agrees to waive any right to claim consequential damages, special damages, punitive damages, or loss of profits against Fuelled. In this regard, consequential damages are indirect, incidental, special or consequential damages or losses whatsoever

arising out of or in connection with the Invoice or the Transaction, including loss of use, loss of assets, loss of profits, loss of goodwill, loss of business, business interruptions or loss of business opportunity.

20. **Independent Contractors:** The relationship between Fuelled and the Buyer established by the Transaction is that of Independent Contractor. The Buyer shall not act in a manner that expresses or implies a relationship with Fuelled, other than that of independent contractor.
21. **Assignment:** Fuelled may assign its benefit, interest, or obligations in or under the Transaction without the prior written consent of the Buyer, provided that the Buyer shall be promptly notified of any such assignment. The Buyer may assign its benefit, interest, or obligations in or under the Transaction with the prior written consent of Fuelled.
22. **Termination:** Fuelled may terminate the Transaction and these Terms and Conditions if the Buyer materially defaults in the performance of its obligations under the Invoice or these Terms and Conditions, and such default is not remedied within ten (10) days after Fuelled provides notice of such default to the Buyer.
23. **Effect of Termination:**
  - (a) Upon termination of the Transaction pursuant to Section 16, Fuelled shall refund to the Buyer the amount of payment made for the Goods and the Fuelled Logistics Services, where applicable, (and no additional cost).
  - (b) Upon termination of the Transaction pursuant to Section 21, Fuelled shall refund to the Buyer the lower of: (i) 100% of the amount paid by the Buyer for the Goods and the Fuelled Logistics Services, less the amount required to cover Fuelled's costs in connection with the Transaction, and (ii) 50% of the amount paid by the Buyer for the Goods and the Fuelled Logistics Services.
24. **Governing Law:** These Terms and Conditions shall be governed, construed, and interpreted under the laws of the Province of Alberta, and the Parties attorn to the exclusive jurisdiction of the courts of Alberta, without reference to conflict of laws principles.