

**HF SINCLAIR
PURCHASE ORDER
GENERAL TERMS AND CONDITIONS**

The purchase order (the "***Purchase Order***") to which these General Terms and Conditions (the "***Terms and Conditions***") are attached or into which these Terms and Conditions are incorporated by reference, together with all exhibits, attachments and appendices thereto and these Terms and Conditions, are collectively referred to in these Terms and Conditions as the "***Agreement.***"

1. **AGREEMENT.** Seller's signature and delivery of the Purchase Order to the buyer named in the Purchase Order (the "**Buyer**") or delivery of the Products pursuant to the same shall constitute Seller's acceptance and execution of said Purchase Order for all purposes. "**Seller**" means the seller of Products named in the Purchase Order. "**Products**" means the goods, equipment, materials or products described in the Purchase Order. **These Terms and Conditions and the Purchase Order to which they are attached or into which they are incorporated by reference constitute an offer to purchase the Products and/or incidental or Off-site Repair Services described upon the terms and conditions set forth herein and therein and Seller may only accept such offer upon such terms and conditions. Unless agreed to in writing by Buyer in an amended Purchase Order proposed by Seller, any and all additional or different terms proposed by Seller in response to this Agreement shall be considered material alterations of Buyer's offer and are hereby rejected and objected to by Buyer whether inserted by Seller into a previously executed Purchase Order or included or referred to in a shipping release, order acceptance letter or confirmation or other preprinted forms, or elsewhere, and no such terms shall in any event be considered part of this Agreement or applicable to sales hereunder. Any references to a quote or proposal submitted or prepared by Seller by number or otherwise in the Purchase Order shall not incorporate any general terms and conditions attached to such quote or proposal or referred to therein and the same shall not be part of the Purchase Order or these Terms and Conditions.**
2. **TERMINATION OF PURCHASE ORDERS:** In addition to its rights under Section 11 below, Buyer may terminate this Agreement at any time with or without cause by written notice to Seller. Upon receipt thereof, Seller shall, to the extent directed by Buyer, terminate the delivery of Products and any outstanding subcontracts provided for under this Agreement and take action regarding property in Seller's possession in which Buyer has or may acquire an interest. Buyer shall have the right to take delivery of any portion of the Products in process for which Buyer shall make written request and pay Seller for any Products so requested and delivered in accordance with the terms of this Agreement. Other than payment for Products accepted, the only liability of Buyer for termination of this Agreement, in whole or in part, is reimbursement to Seller for all reasonable and verifiable costs incurred by Seller as a result of Buyer's termination less the greater of either any amounts received by Seller on resale of the affected Products in process or the reasonable value of such Products in process. Such payment by Buyer shall in no event exceed the original price specified in the Purchase Order and shall be in full satisfaction of all claims that Seller may have against the Buyer under this Agreement in connection with Buyer's termination of this Agreement. Seller waives all consequential damages as a result of Buyer's termination of this Agreement.
3. **TITLE, RISK OF LOSS.**
 - (a) Unless otherwise expressly indicated in the Purchase Order, all Products are sold to Buyer DDP (Delivered Duty Paid per the Incoterms 2010 rules created and published by the International Chamber of Commerce) Buyer's facility at the location designated in the Purchase Order ("**Buyer's Facility**"). Notwithstanding any agreement to pay freight, transportation charges, or to make payment or advances on account, unless otherwise stated in the Purchase Order, title and risk of loss or damage shall be on Seller until Products are delivered and unloaded at Buyer's Facility.
 - (b) Unless otherwise expressly stated in the Purchase Order, all works of expression and all copyrights in such works, and any other intellectual property created, developed, written or conceived by Seller as a result of any work performed in connection with the design or creation of the Products for Buyer or the manufacture of the Products to Buyer's specifications pursuant to this Agreement shall be the sole property of Buyer. Seller will (i) disclose, deliver and assign to Buyer all such patentable inventions, discoveries and improvements, trade secrets and all works subject to copyright, if any, (ii) execute all documents and patent applications and make all other arrangements necessary to further document such ownership and/or assignment, and (iii) take whatever other steps may be needed to give Buyer the full benefit of such rights. Seller specifically agrees that all copyrighted materials generated or developed as a result of any work performed by Seller in connection with the design or creation of the Products for Buyer or the manufacture of the Products to Buyer's specifications pursuant to the Purchase Order including but not limited to, computer programs and documentation, shall be considered works made for hire under the copyright Laws of the United States and that they shall, upon creation, be owned exclusively by Buyer. Notwithstanding the foregoing, any intellectual property of Seller in existence prior to the parties' execution of the Purchase Order or developed by Seller wholly independent of any work performed pursuant to this or other Purchase Orders with Buyer shall be and remain Seller's sole property; provided that to the extent any such preexisting intellectual property is imbedded in, a component of or delivered along with Products purchased by Buyer under this Agreement, Seller hereby grants Buyer a perpetual, royalty free license to use the same as needed for the use, installation, set-up, operation, maintenance or repair of such Products.
4. **DELIVERY, INSPECTION AND ACCEPTANCE.** Unless otherwise specified, all deliveries shall be in strict accordance with this Agreement. If delivery dates set forth in the Purchase Order cannot be met, Seller shall promptly inform Buyer in writing of any anticipated or actual delay, the reasons for the delay and the actions being taken to overcome or to minimize the delay. If Buyer does not approve alternate delivery dates, Buyer shall have the right to cancel the Purchase Order without further liability, purchase elsewhere, and hold Seller accountable for all direct damages resulting from Seller's failure to meet the original delivery dates. Upon delivery to Buyer, Seller shall convey clear title to the Products, free of any lien, encumbrance or security interest. Seller shall suitably pack, mark and ship in accordance with its normal procedure and the requirements of each common carrier or any written instructions from Buyer. Seller shall secure the lowest cost transportation available consistent with the service required unless otherwise instructed by Buyer. Delivery of any Products shall not be deemed to be complete until actually received and accepted by Buyer. Items delivered in error shall be returned to Seller at Seller's sole expense. All Products shall be subject to inspection by Buyer upon delivery to Buyer's Facility. Inspection and approval by Buyer at Seller's place of business does not preclude rejection for defect upon discovery by subsequent inspection. Any Products properly rejected by Buyer shall be promptly repaired or replaced at Seller's expense (including, without limitation, shipping costs incurred to complete such repair or replacement).
5. **WARRANTIES.** (a) With respect to all Products purchased by Buyer from Seller pursuant to the Purchase Order, Seller warrants to Buyer that: (i) the Products are free from all defects in design, workmanship and materials, (ii) the Products are new, unless specified otherwise in the Purchase Order, (iii) the Products are fit for use for their ordinary intended purpose as well as any special purpose specified in this Agreement, (iv) sale or use of the Products for their ordinary intended purpose as well as any special purpose specified in this Agreement will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret, (v) the Products are in strict conformance with this Agreement, conform to the drawings and/or specifications set forth or referenced in this Agreement and shall at all times be subject to Buyer's inspection, and (vi) Seller has good and merchantable title to the Products sold to Buyer pursuant to this Agreement and the same are free of any liens, security interests or encumbrances. If the Products fail to conform to the foregoing warranties or are otherwise defective (excluding wear and tear from normal use) within twelve (12) months after start-up or first use or eighteen (18) months after Buyer's receipt and acceptance thereof, Seller shall, at Buyer's sole option, promptly repair or replace them at Seller's expense.
 - (b) Neither Buyer's inspection nor failure to inspect pursuant to Section 4 or otherwise shall relieve Seller of any obligations under Section 5(a) or this Agreement, whether related to Products or services. To the extent not prohibited by the manufacturer of the Products, Seller hereby authorizes Buyer, at Buyer's expense, to assert for Seller's account, all rights and powers of Seller under any manufacturer's and/or contractor's warranties with respect to the Products. Seller also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties provided with the Products sold under this Agreement by manufacturers or suppliers.

6. **TAXES.** Charges specified in the Purchase Order, and any invoices sent by Seller shall, include all applicable federal, state and local taxes, duties and other governmental charges and fees imposed on the sale, use, production, transportation or handling of the Products or the performance of services under this Agreement. Taxes shall be stated separately on the Purchase Order and/or all invoices. Seller will not charge or collect sales and use taxes if Buyer and the sale of Products are exempt; provided that exempt Products shall be identified as exempt on the Purchase Order and Buyer shall provide Seller with an exemption certificate for the applicable jurisdiction. If Seller incurs any additional taxes or penalties from a taxing authority due to incorrect taxing information furnished by Buyer, Buyer will be responsible for all such additional taxes, penalties, and any legal expenses incurred by Seller. Seller shall be liable for all taxes applicable to income or profits received by Seller in relation to the Products.

7. **PAYMENT; RESPONSIBILITY FOR INVOICES, PAYMENT INSTRUCTIONS AND ACCOUNT INFORMATION.** Payment is contingent upon receipt of Products at Buyer's Facility. All undisputed invoices shall be due and payable sixty (60) days after the later to occur of (i) the date Buyer receives the invoice or (ii) receipt of shipped Products at Buyer's Facility (the date referred to in (i) or (ii) as applicable, the "**Receipt Date**"). If Buyer pays the relevant invoice no later than ten (10) days after the Receipt Date, Seller authorizes Buyer to apply a two percent (2%) discount to the invoice amount and agrees that payment of the net amount after such discount shall constitute payment in full of such invoice. Errors, omissions or delays in receiving invoices shall be considered just cause for withholding payment without loss of cash discount privilege. Except as expressly provided for in the Purchase Order, the total price set forth in the Purchase Order for Products purchased thereunder shall be deemed to include all compensation due to Seller as a result of the sale including, without limitation, the cost of all Products, taxes, duties, imports fees, costs for shipping, expediting services, all labor with burdens, mark-ups, profit, travel and living costs. Buyer shall have the right to set off and apply any amounts owed by Buyer to Seller or Seller's successors or assigns against any amounts owed by Seller or Seller's successors or assigns to Buyer.

Seller is responsible for ensuring the validity, accuracy, and completeness of all invoices, payment instructions, and bank account information provided to Buyer. Seller agrees that Buyer is entitled to rely on all such information provided to Buyer by Seller and/or each person acting with actual, implied, or apparent authority on behalf of Seller, and that Buyer shall have no liability in connection with such reliance or with respect to any errors in the information provided to Buyer as described in this Section, including, but not limited to, payment, wire transfer or ACH instructions, bank account names or account numbers. Buyer has no obligation to discover, and shall have no liability to Seller for, any errors in information submitted to Buyer as described in this Section. Seller agrees that it accepts full responsibility for any direct or indirect losses resulting from any errors or fraud occurring in connection with information provided to Buyer as described in this Section.

8. INDEMNITY.

- (a) For purposes of this Agreement, references to (i) "**Indemnitees**" shall mean Buyer and its Affiliates and their respective directors, officers, employees, agents and contractors, (ii) "**Seller Party**" and "**Seller Parties**" shall mean Seller and/or its Affiliates and their respective directors, officers, employees, agents, representatives, contractors, subcontractors, licensees and Invitees, (iii) "**Affiliates**" shall mean any Person controlling, controlled by, or under common control with Buyer or Seller, as applicable, with "control" meaning the power to direct the management or policies of such entity, whether through the ownership of fifty percent (50%) or more of the voting securities or equity interests, by contract, or otherwise, and (iv) "**Invitees**" shall mean any Person whom Seller invites on or otherwise causes to be on the site.
- (b) Seller, on behalf of itself and all Seller Parties, agrees to protect, defend, indemnify and hold the Indemnitees harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, punitive or exemplary

damages, liabilities, fines, penalties, losses, costs and expenses including, without limitation, costs of defense and attorneys' fees, filed or made against or by, or incurred or suffered by, any Seller Party, Indemnitee or any other Person (each a "**Claim**," or collectively "**Claims**") arising out of or resulting from any breach of this Agreement, any acts or omissions of Seller or a Seller Party, or in any way related to the performance of this Agreement, including, without limitation, acts or omissions or Product defects resulting in any personal injury, death, or damage to property; provided, however, that Seller's indemnification obligations under this Section 8(b) shall not extend to the proportionate amount of any such Claim caused by the negligence or willful misconduct of an Indemnitee.

- (c) Seller, on behalf of itself and all Seller Parties, agrees to indemnify, defend and hold harmless all Indemnitees from and against any and all Claims based upon, in connection with, relating to or arising out of infringement of patents or the improper use of other proprietary or intellectual property rights by any of the Seller Parties or other Person directly or indirectly employed by them resulting from or arising as a result of the sale of Products or related services to Buyer or Buyer's use of Products purchased hereunder for their ordinary intended purpose or a special purpose specified in this Agreement; provided, however, that Seller's indemnification obligations under this Section 8(c) shall not extend to the proportionate amount of any such Claim caused by the negligence or willful misconduct of an Indemnitee.
- (d) Buyer shall notify Seller of any Claim that is subject to Seller's indemnification obligations under this Section 8 after being made aware of the same. At Buyer's sole discretion and option, exercisable at any time, Buyer may itself undertake the defense, litigation, settlement or satisfaction of any such Claim, reserving its right to seek indemnification against Seller until after the Claim is resolved, or Buyer may direct Seller to contest, defend, litigate, settle or satisfy any Claim made against Buyer, provided that Seller shall not settle any Claim without Buyer's prior written consent.
- (e) In the event that this provision is found to be in conflict with any applicable Law, then to the extent necessary to resolve such conflict and only to such extent, such provision is to be deemed amended so as to be in compliance with any such Law.

9. **INSURANCE.** Without limiting any warranty or indemnity contained elsewhere in this Agreement, Seller shall, as a separate obligation, carry, maintain and pay for insurance of the types and in the minimum amounts as follows, until all Products have been fully delivered and accepted, all services, if any, fully performed, and all warranty periods under this Agreement have expired:

- (a) Commercial General Liability – with limits of not less than \$2,000,000 each occurrence and \$4,000,000 in the aggregate. This insurance must be on an "occurrence" basis and not a "claims-made" basis.
- (b) Automobile Liability – with limits of not less than \$1,000,000 each and every occurrence. Coverage must include owned, hired and non-owned vehicles.
- (c) Worker's Compensation – Workers' compensation insurance shall be provided covering all employees of Seller directly or indirectly engaged in any on-site and off-site activities in connection with this Agreement in accordance with all Laws applicable to such employee-employer relationship. Such insurance shall be written for the amounts required by Law and be endorsed to include voluntary compensation and all states coverage. Alternate forms of coverage such as Employer's Contractual Liability Insurance is not acceptable.
- (d) Employer's Liability, including occupational disease coverage – with limits of not less than \$1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit.

Seller agrees to provide Buyer at least thirty (30) days advance written notice of the cancellation of and/or any material modifications in the above listed coverage. Seller agrees that all of Seller's above insurance is primary coverage and not excess of any insurance issued to Buyer. Seller shall cause its insurers under the above policies to waive for the benefit of Buyer (i) any right of recovery which the insurer may have or acquire against Buyer or any of its Affiliates, or its or their employees, officers or directors for payments made or to be made under such policies and (ii) any lien or right of subrogation which the insurer may have or acquire for payments made or to be made to any Person who asserts a claim against Buyer or any of its Affiliates, or its or their employees, officers or directors. Seller agrees to add Buyer and its Affiliates as additional insureds with Seller's insurance, for insurance required in Sections 9(a), (b) and (d) above. Seller shall deliver Certificates of Insurance confirming the above listed minimum insurance requirements. Seller agrees that, upon Buyer's reasonable request, Seller will provide certified copies of its required insurance policies as listed above, including any and all endorsements. Deductible levels for all required insurance will be commercially reasonable and subject to Buyer's reasonable approval.

10. COMPLIANCE WITH LAW.

- (a) **General.** This Agreement is subject to all Laws and any orders or regulations of any Governmental Authority having, or purporting to have, jurisdiction or control of any of the matters involved herein. Seller shall comply with all Laws applicable to performance under this Agreement, and upon request, shall furnish evidence satisfactory to Buyer of such compliance. Seller, if a subcontractor under U.S. Government contracts, hereby certifies and confirms that Seller is and shall remain in compliance with all Executive Orders applicable to performance under this Agreement.
- (b) **Equal Employment Opportunity and Rights under NLRA.** Without limiting in any manner the generality of Section 10(a) above, Seller acknowledges and agrees that (i) Seller shall not discriminate against any employee because of race, color, creed, or national origin as outlined in the Equal Opportunity Clause of the Regulations of Executive Order 10925 of March 6, 1961 as amended by Executive Order 11114 of June 22, 1963; (ii) Seller shall fully comply with the requirements of (A) the Equal Employment Opportunity Clauses and other requirements contained in (x) Part II of Executive Order 11246 (1965), including, without limitation, Section 202 thereof prohibiting discrimination because of race, color, religion, sex, sexual orientation, gender identity, or national origin or because they have discussed, disclosed, or inquired about compensation, and as contained in and required by 41 CFR 60-1.4 (Equal Opportunity Obligations of Contractors and Subcontractors), and 41 CFR 60-4.3 (Construction Contractor Affirmative Action Requirements), (y) 41 CFR 60-741.5 (Equal Opportunity for Workers with Disabilities) and (z) 41 CFR 60-300.5 (Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Active Duty Wartime or Campaign Badge Veterans, and Armed Forces Service Medal Veterans); (B) Section 402 of the Vietnam Era Veterans Readjustment Act of 1974; (C) Section 503 of the Rehabilitation Act of 1973, EEO Duties of Government Contractors and 60 CFR 741.5(a) (Public Contracts and Property Management, Equal Opportunity Clauses) in all instances where such requirements are applicable; and (D) Executive Order 13496 (2009) as contained in 29 CFR Part 471, Appendix A to Subpart A (Text of Employee Notice Clause) concerning employee rights under the NLRA; (iii) all above referenced executive orders and the respective regulations are made a part of this Agreement by reference and (iv) Seller shall fully comply with all wage-hour and equal opportunity regulations and shall take vigorous affirmative action, including the submittal of a written affirmative action program, to employ minority or veteran employees whenever so required and is encouraged to do so in the absence of such requirements. The foregoing list of statutes is not intended to be exclusive and shall be deemed to include similar statutes and updates of statutes which may be enacted from time to time. Reference is made to the equal opportunity clauses contained in 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) which clauses are incorporated herein by reference. **Buyer and Seller shall abide**

by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) in all instances where such requirements are applicable. These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

- (c) **Compliance with Economic Sanctions Laws.** Without limiting in any manner the generality of Section 10(a) above, Seller shall comply with all Laws administered by the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") or any other Governmental Authority imposing economic sanctions and trade embargoes ("**Economic Sanctions Laws**"). Seller represents that neither Seller nor any of its Affiliates or, to its knowledge, any director, officer, or employee of Seller or any of its Affiliates is a Person who (i) is the target of any Economic Sanctions Laws ("**Embargoed Target**") or (ii) is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other Governmental Authority ("**Embargoed Countries**"). Without limiting the generality of the foregoing, Seller shall not with respect to its relationship with Buyer (i) directly or indirectly export, re-export, transship or otherwise deliver goods, services or technology or any portion of goods, services or technology to an Embargoed Target or an Embargoed Country or (ii) broker, finance or otherwise facilitate any transaction in violations of Economic Sanctions Laws. Seller shall promptly notify Buyer if it or any of its Affiliates, or any of its or any of its Affiliates' directors, officers, employees, or agents becomes the target of any Economic Sanctions Laws, or the country or territory where any of them is located, organized, or resident becomes the target of sanctions imposed by OFAC or any other Governmental Authority.
- (d) **Forced Labor/Human Rights.** Without limiting in any manner the generality of Section 10(a) above or HF Sinclair's Supplier Code of Business Conduct and Ethics or other Policies and Procedures described or set forth in Section 13 of this Agreement and/or the websites described therein, Seller shall not, and shall ensure that its suppliers, business partners and other Seller Parties involved in the production, manufacture or performance of the Products and/or work associated therewith do not, use any form of forced labor including, without limitation, forced or indentured child labor or labor of North Korean citizens or nationals and does not engage in human trafficking or human rights violations or otherwise violate applicable Laws related to these human rights at any stage of the production, manufacturing process or performance of the Products or work associated therewith or any of its components (all such described forced labor, human trafficking, human rights violations or violations of applicable Laws collectively, "**Forced Labor**"). Upon Buyer's request, Seller agrees to provide a certificate signed by Seller's duly authorized representative, certifying that Forced Labor was not used at any stage of the production, manufacturing process or other performance of the Products or work associated therewith or any of its components. Upon Buyer's request, Seller shall also obtain such certificates from its suppliers, business partners and other Seller Parties as described above and provide a copy of such certificates to Buyer. All such certificates shall be in a form reasonably acceptable to Buyer and Buyer may make additional certification requirements in its reasonable discretion. Without impacting Seller's obligation to comply with this Section, Seller shall maintain in effect a program of monitoring and auditing its suppliers, business partners and other Seller Parties as described above to ensure that they do not use Forced Labor in the manufacture, production or other performance of the Products or work associated therewith at any time including in the production of raw materials or component parts for the Products or work associated therewith. Seller shall conduct regular inspections of its suppliers, business partners and other Seller Parties as described above to ensure compliance with the requirements of this Section. If Buyer determines that Seller is in violation of the terms of this Section, in addition to any other rights and remedies Buyer may have under this Agreement or at law or in equity, Buyer shall have the right to: (i) immediately cancel the affected purchases and

terminate this Agreement without any liability or further obligation to Seller; or (ii) require Seller to implement corrective measures in accordance with a corrective action plan within the time set forth in the corrective action plan. Buyer shall have the right to suspend or cancel purchases or this Agreement while Seller implements corrective measures. If Seller does not implement corrective measures in accordance with the corrective action plan within the required time period, then Buyer may immediately cancel the affected purchases and terminate this Agreement without any liability or further obligation to Seller.

- (e) Compliance with US Anti-Boycott Laws. Without limiting in any manner the generality of Section 10(a) above, Seller shall: (i) comply with all United States anti-boycott Laws including, but not limited to, the US Export Administration Regulations (collectively, “Anti-boycott Laws”); (ii) not take any action that violates the Anti-boycott Laws; and (iii) not, in connection with or relating in any way to this Agreement and without limiting the generality of the foregoing: (A) refuse, or agree to refuse, to do business with Israel or any other nation or company subject to a boycott not endorsed by the United States; (B) discriminate against, or agree to discriminate against, any Person on the basis of race, religion, sex, national origin, or nationality; (C) furnish, or agree to furnish, information about the race, religion, sex, national origin, or nationality of another Person; (D) furnish, or agree to furnish, information about business relationships with or in Israel or any other nation or company subject to a boycott not endorsed by the United States; (E) implement letters of credit containing terms or conditions prohibited by the Anti-boycott Laws; or (F) otherwise comply with any boycott not endorsed by the United States or request based upon any such boycott.
- (f) Compliance with Data Privacy Laws. Without limiting in any manner the generality of Section 10(a) above, Seller shall: (i) comply with all applicable Laws relating to data privacy in its collection of personal information, including requirements related to providing proper notice and obtaining consent for the collection of personal information; (ii) keep records evidencing its compliance; and (iii) upon Buyer’s reasonable request, provide these records of compliance to Buyer; and notify Buyer if it becomes aware of any non-compliance in connection with this section.
- (g) Certain Definitions. The following words or phrases, where capitalized in this Agreement, shall have the following definitions:
- (i) “Law” in the singular, and “Laws” in the plural, means any of the following to the extent applicable to this Agreement or the Products or work associated therewith: (a) any federal, state, local or foreign statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement, or other governmental restriction or any binding interpretation or administration of any of the foregoing by any Government Authority whether now or hereafter in effect, or (b) any requirements or conditions on or with respect to the issuance, maintenance or renewal of any Government Authorization or applications therefor, whether now or hereafter in effect.
- (ii) “Governmental Authority” means any federal, state, municipal or foreign government in any jurisdiction having authority over Seller, Buyer, the Products or work associated therewith, or any ministry, department, court, commission, board, agency, institution, or similar entity under the direct control thereof.
- (iii) “Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

11. DEFAULT. Upon a breach of this Agreement by a party, the non-defaulting party shall notify the defaulting party in writing of such breach. If the defaulting party does not cure such breach within fifteen

(15) days after its receipt of such notice, such breach shall be deemed an “Event of Default” under this Agreement. Upon an Event of Default by a party, the non-defaulting party may (i) terminate this Agreement effective immediately and without any liability as a result of such termination upon giving written notice to the defaulting party, and/or (ii) may pursue and/or exercise any and all other rights and remedies available under applicable Law. The following events shall be deemed to be Events of Default under this Section: either party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against such party which is not dismissed within sixty (60) days after the date such petition is filed, or suffers or permits the appointment of a receiver for its business, or its assets become subject to any proceeding under a bankruptcy or insolvency Law, domestic or foreign, or has liquidated its business. Any and all of a party’s rights and remedies provided for or referred to in this Agreement as a result of the other party’s breach or otherwise are cumulative and not exclusive, and the non-defaulting party shall be entitled to pursue one, some or all of such rights and/or remedies at its sole option. Without limiting the foregoing, in the event this Agreement is terminated due to an Event of Default by Seller, Buyer may offset and recoup from Seller all costs and expenses incurred by Buyer caused by such default.

12. OFF-SITE REPAIR AND INCIDENTAL SERVICES.

- (a) General Services. In the event the Purchase Order describes services for the repair of Products to be performed by Seller at Seller’s place of business (“Off-site Repair Services”) or any incidental services to be performed in connection with the sale and delivery of Products under this Agreement, the terms of this Agreement and specifically, this Section 12 shall apply to Seller’s performance of such services. Seller agrees that it: shall perform all services diligently, carefully, in conformance with this Agreement, and in a good and workmanlike manner, using the highest standard of care and skill generally exercised by other similar members of Seller’s profession performing similar work and services under similar circumstances, and in accordance with all terms, conditions and specifications set forth in the Purchase Order; shall furnish all trained and qualified labor, supervision, equipment (including fuel), materials and supplies necessary therefor; shall obtain and maintain all permits and licenses required by public authorities to be in Seller’s name; shall not permit any liens or charges to attach to the services or the Buyer’s Facility or Buyer’s Products, but, if any does so attach shall promptly procure their release; shall perform all services in its own name and as an independent contractor, and not in the name of, or as agent for Buyer; and, shall be responsible for all services performed by its subcontractors. Seller shall perform the services promptly, diligently and in accordance with any schedule or deadline set forth in the Purchase Order. If at any time during the performance of the services, or following acceptance of the services by Buyer, Buyer discovers that the services do not conform to the terms and conditions of this Section 12, Seller shall, at no cost to Buyer, promptly perform or arrange for the performance of any remedial work required to make the services conform to such terms and conditions. All risk of loss and damage to the services, including warranty work, shall remain with Seller until such services are completed. Seller shall comply with, and shall cause its employees and contractors to comply with, all rules and regulations promulgated by Buyer with regard to Buyer’s Facility with respect to any access to and presence at Buyer’s Facility. Such rules and regulations are available to Seller and its employees or contractors during normal operating hours. Such rules and regulations may be changed, amended or modified at any time and from time to time. All such changes, amendments and modifications of rules and regulations shall become binding on Seller and its employees and contractors as soon as they are conspicuously posted at Buyer’s Facility. **Buyer may (but without obligation to do so) refuse access to Seller or its employees or contractors at any time if Buyer determines, in its sole discretion, that Seller has failed or may fail to follow the operating rules or that Seller or its employees or contractors presents or may present a safety risk to Buyer’s Facility or operations and/or its employees.**

- (b) Additional Provisions Applicable to Off-Site Repair Services. With respect to Seller's performance of any Off-site Repair Services described in the Purchase Order, the terms of this Section 12(b) shall apply in addition to the terms in Section 12(a) and elsewhere in this Agreement where applicable. Any Product to be repaired by Seller pursuant to the Purchase Order shall be shipped at Buyer's cost from Buyer to Seller's service location specified in the Purchase Order. Seller shall perform the required Off-site Repair Services in accordance with the terms of the Purchase Order and then return the Product to Buyer at Buyer's address specified in the Purchase Order. Shipping costs for such return shall be paid by Buyer. Any shipping costs paid by Seller shall be invoiced without markup. Seller's invoices for services shall be paid in accordance with Section 7 above or as otherwise specified in the Purchase Order. After completion of Off-site Repair Services, all repaired Products shall be returned to Buyer and shall, without limitation, be subject to the delivery, inspection and acceptance terms and conditions set forth in Section 4. The term "Products" as used in Section 4 and elsewhere in this Agreement shall refer to Products that are the subject of Off-site Repair Services as appropriate and applicable. Buyer shall have the right to reject redelivered Products after repairs in the event any of the terms and conditions set forth in this Section 12 are breached. Title to Products sent to Seller for repairs hereunder shall remain in Buyer at all times and Seller shall keep the same free from any liens or encumbrances; provided that Seller shall be responsible for any loss or damage to the same while in Seller's possession.

13. PROVISIONS REGARDING ANTI-CORRUPTION AND OTHER BUYER POLICIES.

- (a) Compliance with Anti-Bribery Laws. Seller warrants and agrees that in performing its obligations pursuant to this Agreement, it and its employees, subcontractors, agents or other third parties who provide or perform Seller's obligations under this Agreement or any part thereof on behalf of Seller ("**Seller Personnel**") will, in connection with this Agreement, comply with all applicable anti-bribery Laws, rules, codes, orders, regulations, decrees, conventions and/or government orders of any Governmental Authority of any relevant jurisdiction ("**Anti-Bribery Laws**"), specifically including the Foreign Corrupt Practices Act of the United States of America ("**FCPA**"). If Seller is a Government Official or Government Entity, has close connection with a Government Official or Government Entity that may have oversight of Seller's business or is owned or controlled by a Governmental Official or Government Entity, Seller agrees to perform its obligations under this Agreement solely in its personal or private capacity and shall not (i) use the authority, influence, or prestige of any Government Official to provide and delivery Products and/or to perform work associated therewith, or (ii) influence a Government Official concerning Buyer's business. Seller shall ensure that all Seller Personnel comply with this Section and do so on the basis of a written contract which imposes on and secures from the Seller Personnel terms equivalent in effect to those terms set forth and referred to in this Section 13. Seller shall be responsible for the observance and performance by the Seller Personnel of the terms of this Section 13, and shall be directly liable to Buyer for any breach by any Seller Personnel of the terms hereof.
- (b) Compliance with Buyer Policies. Seller acknowledges, agrees and warrants that it has obtained, has read, understands, and will comply with the policies enacted by Buyer's parent HF Sinclair Corporation, copies of which are posted on the following website:

<http://www.hfsinclair.com/suppliers/>

including, but not limited to, the policies entitled "Supplier Code of Business Conduct and Ethics" and "Anti-Corruption Policy", copies of which are posted on such website. Seller agrees that at the request and discretion of Buyer, Seller will certify compliance with such policies by itself and all Seller Personnel. Upon Buyer's request, Seller shall also obtain such certificates from Seller Personnel and provide a copy of such certificates to Buyer. Seller agrees that it will seek clarification and/or training from Buyer to

the extent that it has questions regarding Seller's obligations under such policies and to participate and/or require Seller Personnel to participate in anti-bribery compliance training if so requested by Buyer. Seller shall have and maintain throughout the term of this Agreement adequate policies, procedures, and controls to ensure compliance with this Section 13 including, at a minimum, policies and procedures relating to prevention of bribery, accounting for financial transactions, due diligence on third parties, and training of personnel, and will enforce them where appropriate. Seller shall immediately report to Buyer in writing any violation of the terms of this Section 13 by it or any Seller Personnel and/or any request or demand for any undue or suspicious payment or other advantage of any kind received by Seller or any Seller Personnel in connection with the provision and delivery of Products and/or the performance of work associated therewith under this Agreement. Seller shall also immediately notify Buyer in writing if Seller or any of its Seller Personnel (i) employs any Government Official or a Close Family Member of any Government Official; or (ii) forms a personal, business, or other relationship or association with any Government Official or Close Family Member of any Government Official who may have responsibility for or oversight of any business activities of Seller.

- (c) Accuracy of Documents. Seller agrees that all invoices, reports, statements, books and other records which it submits will be true and accurate in all respects, will fully and accurately describe services rendered and the nature and recipient of expenditures and or payments made and will not fail to reveal any material information which Buyer may require in order to accurately prepare its own books and records.
- (d) Reliance on Information Questionnaire. Seller agrees that if asked by Buyer to complete a Prospective Business Associate Questionnaire that it will promptly comply. Seller warrants that the information Seller will provide on the Prospective Business Associate Questionnaire will be true, accurate and complete in all material respects. Seller further warrants and agrees to provide notice to Buyer if it learns of facts that make the information Seller provided in the Prospective Business Associate Questionnaire no longer accurate in all material respects.
- (e) Prohibition Against Gifts. Neither Seller nor any Seller Personnel shall make, directly or indirectly, in connection with this Agreement or in connection with any other business transaction related to Buyer, a payment or gift of, or an offer, promise, or authorization to give money or anything of value to any: (i) Government Official; or (ii) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity for the purpose of:
- (A) influencing any act or decision of such Government Official or such person or entity in his, her, or its official capacity, including a decision to do or omit to do any act in violation of his, her, or its lawful duties or proper performance of functions; or
- (B) inducing such Government Official or such person or entity to use his, her, or its influence or position with any Government Entity or other person or entity to influence any act or decision; or
- (C) in order to obtain or retain business for, direct business to, or secure an improper advantage for Buyer or Seller.
- (f) Remedies for Default. If Buyer reasonably determines, at any time, that there is credible evidence that Seller or any of the Seller Personnel has violated any Anti-Bribery Laws or the terms of this Section 13, Buyer shall have the right to immediately suspend all payments due under this Agreement while it investigates such evidence. Upon request by Buyer, Seller shall cooperate with Buyer's investigation to determine if such a violation has occurred. In addition to any rights that Buyer may have under this Agreement, including without limitation Buyer's right to

indemnification under Section 8 of this Agreement, Buyer shall have the right to terminate this Agreement for cause upon any Seller violation of the provisions of this Section 13 with immediate effect notwithstanding the cure periods described in Section 11 of this Agreement.

(g) Certain Definitions. For purposes of this Agreement:

- (i) **“Close Family Member”** means (A) the individual's spouse; (B) the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; (C) the spouse of any persons listed in subcategory (B); and (D) any other person who shares the same household with the individual;
- (ii) **“Government Entity”** means (A) any national, state, regional, or local government (including, in each case, any agency, department, or subdivision of such government), and any government agency or department; (B) any political party; (C) any entity or business that is owned or controlled by any of those bodies listed in subcategory (A) or (B); or (D) any international organization, such as the United Nations or the World Bank; and
- (iii) **“Government Official”** means any foreign or domestic person who is: (A) an officer or employee of a government or a governmental department, agency or instrumentality; (B) a political party official, or candidate for political office; (C) an officer or employee of a government-owned or controlled entity or company; (D) a member of the military; (E) an officer or employee of a public international organization (such as the United Nations or the World Bank); or (F) any person acting in an official capacity for or on behalf of any of the foregoing. A person does not cease to be a government official by claiming to act in a private capacity or by the fact that he/she serves without compensation.

14. MISCELLANEOUS PROVISIONS.

- (a) Entire Agreement. This Agreement (including the attachments and documents referenced herein or therein) constitutes the entire agreement and understanding between the parties hereto with respect to the Products purchased hereunder and supersedes and/or merges all prior agreements, understandings, representations, or conditions between Seller and Buyer regarding the subject matter hereof, whether written, oral, or implied; provided, however, that this Agreement shall not supersede any existing contracts entered into prior to the date Seller accepts the Purchase Order pursuant to Section 1 above between Seller and Buyer relating to the purchase and sale of other products or services. This Agreement may be amended only by written instrument signed by both Seller and Buyer.
- (b) Governing Law, Jurisdiction. The validity, interpretation, and performance of this Agreement, including any breach thereof, shall be governed by and construed under the Laws of the State in which Buyer's Facility is located, without regard to the conflicts or choice of Law principles thereof; provided, however, that the parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Unless otherwise required by applicable Laws, (a) Seller hereby consents to the personal jurisdiction of the state and federal courts in such state for any dispute involving this Agreement, and (b) any action arising out of this Agreement shall be commenced and maintained exclusively in the state or federal courts located in the County in which Buyer's Facility is located (or, if there is no federal court in said County, the closest federal court to the location of Buyer's Facility in the same State) and Seller waives any objection to the forum on the grounds of venue, forum non-conveniens, or any similar ground.
THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

- (c) Assignment. Neither this Agreement nor any claim against Buyer arising directly or indirectly out of or in connection with this Agreement shall be assigned by operation of Law, or otherwise by Seller without Buyer's prior written consent. For purposes of this Agreement a change of control of Seller shall be deemed an assignment requiring written consent.
- (d) Third Party Rights. Except for Indemnitees, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Seller or Buyer. Furthermore, this Agreement is not intended and shall not be construed to create any rights in any parties other than Seller, the Indemnitees and Buyer and no other Person shall assert any rights as a third party beneficiary hereunder.
- (e) Non-Waiver. No waiver by either party of any breach by the other party of any of the covenants or conditions of this Agreement shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition hereof.
- (f) Independent Contractors. The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to constitute the parties hereto as partners or joint venturers with respect to the subject matter hereof, or any part thereof. Nothing in this Agreement shall be deemed to confer upon either party any property, lien or security interest in the facilities owned by the other party.
- (g) Confidentiality. In consideration of this Agreement, and intending to be legally bound by this provision, except as provided below, each party agrees not to disclose to any other party or individual the substance or contents of this Agreement without mutual written permission. All information, drawings, documents and knowledge of Buyer's operations, business, employees, processes or equipment acquired or handled by Seller in connection with this Agreement shall be considered to be confidential information, and shall not be disclosed without the prior written consent of Buyer. If either party must make any disclosure of this Agreement or, with respect to Seller, the above-described Buyer confidential information to employees, agents, contractors, distributors, attorneys or auditors whose knowledge may be necessary to perform or deliver under this Agreement (collectively, **“Representatives”**), any such Persons must acknowledge in writing their awareness of the duty of confidentiality and their agreement to be bound by its terms. Each party shall be responsible for any breach of this Section by any of its Representatives, which shall be considered a breach by such party. This provision shall survive the expiration or termination of this Agreement or any part thereof.
- (h) Written Notice. All notices, claims, demands, and other communications of similar import to be given to a party pursuant to this Agreement shall be in writing, and shall be given by personal delivery, electronic mail (but only if the intended recipient confirms in writing receipt of such electronic mail), receipted overnight delivery service or by registered or certified mail, first class postage prepaid, return receipt requested, to the address(es) of the parties set forth in the Purchase Order. In the case of Buyer, a copy of any notice sent to Buyer pursuant to the preceding sentence shall be sent to HF Sinclair Corporation, Attention: General Counsel, 2828 North Harwood, Suite 1300, Dallas, Texas 75201, Phone: (214) 871-3555, E-mail: generalcounsel@hfsinclair.com. The specified addresses may be changed by giving written notice of such change to the other party. All notices or communications shall be deemed given when actually received or refused at the intended address.
- (i) Cumulative Remedies. Buyer's rights and remedies hereunder are in addition to, and not in lieu of, Buyer's other rights and remedies.
- (j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail as an attached, scanned document, such

signature shall create a valid and binding obligation of the party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

15. REPRESENTATIONS AND WARRANTIES.

- (a) **By Seller:** Seller represents and warrants to Buyer that: (i) Seller has the full right, power and authority to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement; (ii) if Seller is not an individual, the execution of this Agreement by its representative whose signature is set forth herein has been duly authorized by all necessary corporate action; (iii) Seller entering into this Agreement with Buyer does not and will not conflict with or result in any breach or default under any other agreement to which Seller is subject; and (iv) if Seller is not an individual, Seller is an entity duly organized, validly existing, and in good standing under the Laws of its state of organization, has corporate power to carry on its business as it is now being conducted, and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification or in which failure to so qualify would have a material adverse impact on it. No proceeding is pending, or to the knowledge of Seller, threatened, involving the Seller, in which it is alleged that the nature of its business makes qualification necessary in any additional jurisdiction.
- (b) **By Buyer:** Buyer hereby represents and warrants to Seller that: (i) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

16. RETENTION OF SELLER'S RECORDS; AUDIT. During the term of this Agreement and for a period of three (3) years after expiration or termination hereof, Buyer reserves the right to audit Seller's and/or its third party suppliers' or contractors' records for the purpose of determining compliance with the terms and conditions of this Agreement. Seller shall fully cooperate and exercise commercially reasonable efforts including, without limitation, exercising its contractual rights in order to allow Buyer to audit the records of Seller's third party suppliers or contractors pursuant to the preceding sentence. Seller shall keep accurate books and records of the transaction in which Products are sold to Buyer and/or in which incidental services or Off-site Repair Services are provided including, without limitation, invoices, receipts, cost information, proof of insurance and any other supporting documentation deemed by Buyer as reasonably necessary to substantiate and readily disclose the basis for any charges or credits billed to Buyer by Seller or due from Buyer to Seller for any Products or services provided which are compensated on a time and materials, hourly and/or reimbursable basis, and payments made to or benefits conferred by Seller on third parties in the course of Seller's performance of services or work performed and/or provision and delivery of Products pursuant to this Agreement. Such records shall be maintained by the Seller and/or third party suppliers/contractors for a period of no less than three (3) years after expiration or termination of this Agreement. Seller shall make such books and records available for examination, audit, and reproduction by Buyer for purposes of determining compliance with the terms of this Agreement within five (5) business days after Buyer provides written notice to Seller unless otherwise agreed to by Buyer. Any examination or audit shall be performed by Buyer or on behalf of Buyer by an Affiliate of Buyer or a Certified Public Accountant selected by Buyer. If an audit discloses that Buyer overpaid or that Seller otherwise owes money to Buyer, any sums due plus interest at the rate of one percent (1%) per month accruing from the date previously paid by Buyer will be paid by Seller to Buyer within five (5) business days after Seller's receipt of notice thereof from Buyer. Any sums owed to Buyer that are not refunded timely by the Seller may be deducted from future payments to the Seller. In the event that as a result of any audit performed by or on behalf of Buyer it is determined that the actual billed amount exceeds the proper amount that should have been billed by more than \$50,000 or one percent (1%) of the total annual spend, whichever is lower, Seller will reimburse Buyer for the cost of the audit including amounts paid to any auditor or fees paid to outside counsel. After

commencement of an audit in accordance with and subject to the foregoing, Seller will make its best efforts to provide the necessary access to allow the third party auditor to complete the audit within sixty (60) days. In any event, Seller's right to recover any alleged underpayment is hereby waived, unless Seller provides to Buyer a claim in writing with full supporting documents within ninety (90) days after the end of the year in which the sales transaction occurred.

END OF GENERAL TERMS AND CONDITIONS

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