

**GENERAL TERMS AND CONDITIONS
FOR
PRODUCT SALES BY
COLONIAL FUEL AND LUBRICANT SERVICES, INC.
OR
COLONIAL OIL INDUSTRIES, INC.**

These General Terms and Conditions (the “General Conditions”) apply to all sales of product to you (the “Buyer”) or at your request by Colonial Fuel and Lubricant Services, Inc. or Colonial Oil Industries, Inc. (hereinafter, each such seller is referred to, with respect to product sold by it, as “Colonial” or “Seller”) and will be deemed to have been agreed to by and be binding upon Buyer (and may be relied upon by Colonial) upon the earlier of Buyer’s actual or constructive receipt of product pursuant to Buyer’s request therefore, Colonial’s delivery or release of product to or for the benefit of Buyer of product pursuant to Buyer’s request therefore (“Colonial’s Delivery”), or Buyer’s payment for product requested by Buyer, all without any further action by or notice to Buyer or Colonial or the execution and/or delivery of these General Conditions, or a counterpart hereof, by Buyer or Colonial. Terms and conditions relating to a specific order for product, including but not limited to those regarding type, quality and/or quantity of product, price, and/or particulars regarding delivery, shall be in writing and may be agreed upon by e-mail, TWX, telex, facsimile or other electronic means, and shall be referred to herein as the “Special Provisions”. In addition to other writings or instruments, it is contemplated that the Special Provisions may be set forth in a purchase order, bill of lading or invoice, and Colonial’s Delivery or Buyer’s receipt of product or payment pursuant to the same shall be deemed to constitute Buyer’s agreement with the Special Provisions set forth therein and these General Conditions. The Special Provisions relating to a specific order of product and these General Conditions, as the same may be amended from time to time as permitted in Section 13.1 below, shall apply to and govern such order of product and together shall constitute the parties’ purchase and sale agreement with respect to such order of product (hereinafter, this or the “Agreement”). If a conflict is deemed to exist between the Special Provisions and these General Conditions with respect to a specific order of product, the Special Provisions shall control in that instance. Any terms and conditions proposed by Buyer in any manner, whether communicated to Colonial prior to, at or after the time of Colonial’s confirmation to Buyer of a specific order, Buyer’s actual or constructive receipt of product, or Colonial’s Delivery, will not be binding on Colonial unless expressly agreed to in writing by Colonial’s authorized representative.

IN THE CASE OF ANY SALE OF MARINE FUEL WHERE SUCH FUEL IS TO BE DELIVERED TO A VESSEL, THESE GENERAL CONDITIONS SHALL NOT APPLY, AND INSTEAD THE “MARINE GENERAL TERMS AND CONDITIONS” SHALL APPLY. THE MARINE GENERAL TERMS AND CONDITIONS ARE FOUND AT <http://colonialfuels.com/mtc> and <http://colonialoil.com/mtc>.

1. Title, Risk of Loss, and Delivery.

1.1 Title. Title to, and all risk of loss of or damage to, any product delivered under this Agreement passes to Buyer as follows: (a) when into any truck or tank car, at the time when the product passes the last flange of the delivery vehicle’s facility; or (b) when product passes into a storage tank; or (c) when by book/stock transfer, on the effective date (or at the time, if specified) of the transfer.

1.2 Deliveries. Deliveries will be made within Colonial’s usual business hours and at such times as may be set forth in the Special Provisions (and if none are so set forth, then at times reasonably determined by Colonial in its discretion). Colonial will endeavor to prepare and furnish the Buyer with copies of bills of lading and other shipping papers as applicable.

2. Payment Terms.

2.1 Payment. Unless otherwise specified in the Special Provisions, following physical movement of product purchased hereunder, the Buyer must make payment in full without set off or deduction to Colonial via wire transfer, Automated Clearing House transfer, or good and valid check delivered to Colonial of immediately available funds (at such address or depository as Colonial may designate in writing) in U.S. dollars. Unless otherwise indicated in the Special Provisions or Invoice with respect to a purchase of product, full payment shall be made within ten (10) days of Colonial's invoice for the same, except that book/stock transfer receipts must be paid on the effective date of the transfer. If the payment due date falls on a Saturday, a Sunday or on a day which is a bank holiday in the place where payment is to be made, payment may be made in immediately available funds to Colonial on the next banking day after such payment due date. Complete remittance information shall accompany all payments including the listing of the invoice(s) to which such payment relates. Buyer shall notify Colonial (or instruct its bank to notify Colonial) by e-mail (credit@colonialgroupinc.com) as soon as payment has been made, quoting the date on which payment was made, the amount paid, naming the name of the bank effecting payment and providing a listing of the invoice(s) to which such payment relates.

2.2 Credit Arrangements; Assurance. As a condition precedent to any or further sales or deliveries of product, Buyer will establish and maintain credit satisfactory to Colonial. If Buyer fails to maintain credit satisfactory to Colonial, Colonial may suspend or terminate deliveries or sales of product until satisfactory credit or other conditions is/are met, established or re-established. In the absence of satisfactory credit arrangements, at any time prior to commencement of loading or delivery of product, Colonial has the right to require Buyer to establish in Colonial's favor for any shipment either: (a) a parent company assurance or guaranty in form and substance satisfactory to Colonial of the prompt payment, when due, of any and all present or future indebtedness of Buyer as a result of any sale of product; or (b) a standby letter of credit in form and substance specified by Colonial issued or confirmed by a bank acceptable to Colonial and in an amount sufficient to cover the estimated invoice amount of the shipment. All bank charges attendant to such letter of credit will be for the account of the Buyer. If Colonial elects to deliver, load or discharge product, any demurrage resulting from delays to Colonial's tanker, truck or railcar pending receipt by Colonial of required credit documentation in form and substance acceptable to Colonial is for the account of Buyer. In the event of breach of this paragraph by Buyer, Buyer shall pay Colonial damages incurred by Colonial as a result of such breach.

2.3 Default Interest; Collection Costs. Any amount payable for any product or otherwise payable by Buyer to Colonial hereunder, if not paid when due, bears interest from the due date until the date payment is received by Colonial at the rate of 1.5% per month (18% per year), but not more than the maximum rate of interest permitted under applicable law. Buyer must pay any such accrued interest within five (5) days following receipt of Colonial's request for the same from time to time. If any action, at law or in equity, is brought by Colonial to enforce Buyer's obligations arising out of the transactions contemplated hereby, or Colonial retains an attorney to collect any past-due amounts owed to it by Buyer, whether suit be brought or not, Colonial shall be entitled to be paid its reasonable attorney's fees and costs incurred in connection with the same, which amount Buyer shall pay to Colonial within five (5) days following receipt of Colonial's request for the same from time to time. If any check, draft, order or other form or means of payment by Buyer is not honored by Buyer's bank or financial institution for lack of funds or credit, Colonial may charge Buyer a service charge not to exceed \$30.00 or 5 percent of the face amount of the check, draft, order or other form or means of payment, whichever is greater, plus the amount of any fees charged to Colonial by a bank or financial institution as a result thereof.

2.4 Offset. Colonial shall have the right to set off and/or to apply any money, accounts payable or product balance owed by Colonial to Buyer or any collateral of any description held by Colonial to secure any indebtedness or obligation owed by Buyer to Colonial against any unpaid money or accounts receivable owed to Colonial by Buyer and in such order as Colonial may determine in its discretion.

2.5 Insolvency. In the event Buyer becomes insolvent, makes an assignment or any general arrangement for the benefit of creditors, or if there are instituted by or against Buyer proceedings in bankruptcy or under any insolvency

law or law for reorganization, receivership or dissolution, Colonial may withhold, suspend or terminate shipments or any purchase order or cancel this Agreement unless otherwise prohibited by law.

3. Taxes. Any and all taxes, fees or other charges imposed or assessed by governmental or regulatory bodies, the taxable incident of which is the transfer of title or the delivery of the product hereunder, or the receipt of payment therefore regardless of the character, method of calculation or measure of the levy or assessment, will be paid by the party upon whom the tax, fee or charge is imposed by law, except that Buyer must reimburse Colonial for all federal, state and local taxes, fees or charges which are imposed by law on Colonial (other than taxes based on or measured by income). The importer of record is responsible for and will pay all custom duties, import fees, environmental fund fees and other assessments pertaining to the importation of the products.

4. Warranty. Colonial, solely with respect to product sold by it to Buyer hereunder, warrants that it has good title to the product, that the product, at the earlier of the delivery of the product to Buyer or its customer, contractor or agent or the receipt of the product by Buyer or its customer, contractor or agent, conforms in all material respects to Colonial's specifications which may be set forth in the Special Provisions and applicable to that product (or, if none, such specifications will be those for Colonial's commercial grade of product of the general type selected for purchase by Buyer and as generally offered by Colonial to Colonial's customers at the time and general location of place of delivery), and that such product will be delivered free from lawful security interests, liens, taxes and encumbrances against Colonial. Colonial, solely with respect to product sold by it to Buyer hereunder, warrants that the delivered product will, at the earlier of the delivery of the product to Buyer or its customer, contractor or agent or the receipt of the product by Buyer or its customer, contractor or agent, meet in all material respects the specifications for that product at the delivery location and the delivery time as required by any governmental regulations. Colonial shall not be responsible for any claim for or relating to any product not sold by it, for any claim arising in circumstances where product sold by Colonial is commingled with any other product, substance or material or any product not sold by Colonial or for any claim arising from the condition of, in or with respect to, or the intrusion of water or other foreign liquids, substances or materials into, any tank, container or other vessel into which product sold by Colonial is placed by, whether for or at the direction of Buyer or its customer, contractor or agent or otherwise. **COLONIAL MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED BY COLONIAL AND EXCLUDED.**

5. Force Majeure. Colonial's obligation to deliver any product to Buyer hereunder shall be suspended and, at Colonial's option, excused if Colonial is prevented from or delayed in purchasing, transporting or delivering, in its normal manner, the product, or the materials from which such product is manufactured, blended or otherwise made or prepared, or if Colonial's performance hereunder is made substantially more expensive, due to acts of God, earthquake, fire, flood, or the elements, malicious mischief, riots, strikes, lockouts, boycotts, picketing, labor disturbances, terrorism, war, compliance with any directive, order, or regulation of any governmental authority or representative thereof acting under claim or color of authority, loss or shortage of any part of Colonial's own or customary transportation or delivery facilities, or for any other reason beyond Colonial's reasonable control, whether or not similar to the foregoing.

6. Health, Safety and the Environment. The product may be or contain dangerous, hazardous or regulated materials or substances, and Buyer assumes and Colonial is not responsible for, at the time title passes to Buyer hereunder, all risks and liabilities of any nature or kind arising from or related to the same, including but not limited to those relating to handling, storage, releases or use, and Buyer shall thereafter comply with all applicable health, safety, environmental and other laws, rules and regulations relating in any way to the product. Buyer shall take all necessary, appropriate and/or legally required precautions and actions to safely and properly receive, store, handle, use, transfer, or ship the product, including but not limited to the training of Buyer's employees, vendors or

contractors and in particular so that Colonial, its contractors, or Buyer or its customer, contractor or agent or any of their contractors can safely deliver or receive the product.

7. Environmental Protection. If any spill or release occurs while the product is being delivered to the Buyer or thereafter, Buyer shall promptly take such action as is necessary to remove the spilled product and mitigate or remedy the effects of such spill. Without prejudice to the generality of the foregoing, Colonial is hereby authorized in its discretion at its option (but without requirement or obligation) to take such action and incur such expense (whether by employing its own resources or by contracting with third parties) as Colonial deems necessary or appropriate to remove the spilled product and to mitigate or remedy the effects of such spill. Buyer will cooperate with and render such assistance as is requested by Colonial in the course of any such action. All expense, claims, costs, losses, damages, liability and penalties arising from spills shall be borne by the party that caused such spill, whether by act or omission. If both parties are at fault with respect to such spill, all expenses, claims, losses, damages, liability and penalties, shall be divided between the parties in accordance with their respective degree of fault. Buyer shall give Colonial all documents and other information concerning any spill or any program for the prevention thereof, that are required by Colonial, or which are required by law or regulation, which may be applicable at the time and place of delivery.

8. Limitation of Liability. Buyer's sole and exclusive rights and remedies with respect to any claim as to any defect with respect to any product (whether relating to quality, quantity or any other matter) is set forth in this paragraph. To be valid, a claim as to any defect with respect to any product (whether relating to quality, quantity or any other matter) must be made by Buyer in writing to Colonial within twenty (20) days after the time title passes to Buyer hereunder and must specify with reasonable particularity the defect in question and the basis therefore. **IF NO SUCH WRITTEN CLAIM IS RECEIVED BY COLONIAL WITHIN SUCH TWENTY (20) DAY PERIOD, ALL CLAIMS WITH RESPECT TO SUCH PRODUCT WILL BE DEEMED TO HAVE BEEN WAIVED.** Further, any action to enforce any rights or obligations under this Agreement must be filed in court against the other party no later than twelve (12) months after the date on which the alleged breach of this Agreement occurred, and if not so timely filed, shall be waived. **COLONIAL'S LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT WITH RESPECT TO ANY PRODUCT IS AND SHALL BE LIMITED TO, IN EACH INSTANCE AS DETERMINED BY COLONIAL IN ITS DISCRETION, EITHER (I) COLONIAL'S REPLACEMENT OF THE DEFECTIVE PRODUCT IN QUESTION AND PAYMENT OR ASSUMPTION OF ANY COSTS DIRECTLY ASSOCIATED WITH ANY NECESSARY REMOVAL OF THE DEFECTIVE PRODUCT IN QUESTION, (II) COLONIAL'S PROVISION OF PRODUCT TO CURE OR MAKE-UP ANY SHORTAGE IN QUANTITY, OR (III) COLONIAL'S REFUND TO BUYER OF THE PURCHASE PRICE PAID BY BUYER FOR THE DEFECTIVE OR UN-DELIVERED PRODUCT IN QUESTION OR COLONIAL'S WAIVER OF ANY OBLIGATION OF THE BUYER TO PAY THE PURCHASE PRICE FOR THE DEFECTIVE OR UN-DELIVERED PRODUCT IN QUESTION WHICH HAS NOT YET BEEN PAID. NO CLAIM HEREUNDER FOR SHORTAGE IN QUANTITY MAY EXCEED BUYER'S PURCHASE PRICE HEREUNDER OF THE PRODUCT CLAIMED TO HAVE NOT BEEN DELIVERED. EXCEPT AS EXPRESSLY PROVIDED HEREIN TO THE CONTRARY, IN NO EVENT WILL COLONIAL BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOSS OF USE OF THE VEHICLE, EQUIPMENT OR VESSEL, LOST CHARTER HIRE, COST OF CAPITAL, COST OF SUBSTITUTE VEHICLE, EQUIPMENT OR VESSEL, STORAGE, DOCKAGE, VESSEL SHIFTING, DEMURRAGE OR DOWNTIME COSTS, OR WILL THE MAXIMUM AGGREGATE LIABILITY OF COLONIAL WITH RESPECT TO ANY PRODUCT IN QUESTION EXCEED BUYER'S PURCHASE PRICE PAID TO COLONIAL FOR SUCH PRODUCT PLUS THE LESSER OF TWENTY-FIVE PERCENT OF SUCH PURCHASE PRICE**

FOR SUCH PRODUCT AND ONE THOUSAND DOLLARS. However, the limitations in this paragraph do not apply to such damages or claims as may be asserted by parties not a party to this Agreement against one or both of the parties to this Agreement or with respect to liability for acts of gross negligence or willful, intentional misconduct. Notwithstanding anything to the contrary, the obligations, duties and liabilities of Colonial Fuel and Lubricant Services, Inc. and Colonial Oil Industries, Inc. under this Agreement are separate and distinct and are not joint and several; consequently, Colonial Fuel and Lubricant Services, Inc. will not be responsible or liable in any way for product sold by or acts or omissions of Colonial Oil Industries, Inc., and Colonial Oil Industries, Inc. will not be responsible or liable in any way for product sold by or acts or omissions of Colonial Fuel and Lubricant Services, Inc.

9. Plant Regulations. All employees of each party when on the property of the other will conform to the other party's reasonable rules and regulations concerning safety, routing procedures, product handling, vehicle parking and the like.

10. Compliance with Laws. During the performance of this Agreement, each party hereto agrees to comply with all applicable laws, rules, regulations, ordinances and requirements of federal, states and local governmental or regulatory bodies relating to such party and its business, properties, facilities and operations.

11. Dispute Resolution. Before instituting any legal actions (other than a petition for an injunction to preserve the status quo), the parties agree to attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations. If a controversy or claim should arise, the parties will discuss or meet at least once within fourteen (14) days of a request therefore and will attempt to resolve the matter. If no resolution results from such discussion or meeting, either party may then proceed with instituting a legal action.

12. Indemnification. To the extent permitted by applicable law, Buyer agrees to indemnify, defend, hold harmless and reimburse Colonial for, from and/or against all claims, suits, judgments, costs, expenses, damages and/or liabilities of any nature or kind, including reasonable attorney's fees and costs, brought against or suffered, incurred or sustained by Colonial and arising or resulting in any way from (a) Buyer's breach of this Agreement or (b) any acts, omissions, events, occurrences, spills, releases, noncompliance with laws, rules or regulations, strict liability, explosions, fires or accidents of, involving, concerning or relating in any way to the product (whether relating to handling, storage, transfer, shipping, release or use thereof or otherwise) and which occur, take place or relate to any time after the time title passes to Buyer hereunder, except to the extent proximately caused by Colonial's negligent or willful wrongful acts.

13. General Provisions.

13.1 Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought; provided, however, that this Agreement may be modified unilaterally by Colonial in its discretion from time to time, and with respect to each specific purchase of product requested by Buyer, the form of this Agreement applicable to such purchase will be the form of this Agreement in effect at the time such specific purchase request is made by Buyer to Colonial. The form of this Agreement in effect from time to time shall be the form appearing from time to time at <http://colonialfuels.com/gtc>. Accordingly, Buyer should review the form of this Agreement at <http://colonialfuels.com/gtc> **PRIOR** to submitting each purchase request to Colonial. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given. No waiver by either party of any breach by the other party of any of the covenants or conditions herein contained is a waiver of any succeeding breach of the same or any other covenants or conditions contained herein.

13.2 Assignments. No party may assign or transfer any of its rights or obligations under this Agreement to any other person without the prior written consent of the other party, which consent may not be unreasonably withheld, delayed or conditioned. Notwithstanding the preceding sentence, either party may assign its rights under this Agreement without consent, including the performance thereof, in whole or in part to (a) its parent corporation or any affiliate of such party; (b) the successor of all or of substantially all of its entire business and assets; or (c) an entity which either party may merge into or be consolidated into, provided that the other party is not prevented by any applicable law from doing business with the assignee, and that any such assignment does not release the assigning party of any of its obligations hereunder.

13.3 Captions. Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

13.4 Construction. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person include such person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) section references are to this Agreement unless otherwise specified; (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; and (ix) general or specific references to any law mean such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time.

13.5 Counterpart Facsimile Execution. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by e-mail, facsimile machine, telecopier or similar means is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. No party may raise the use of e-mail, a facsimile machine or telecopier or similar means of transmission, or the fact that any signature was transmitted through the use of e-mail, a facsimile or telecopier machine or similar means of transmission, as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

13.6 Counterparts. This Agreement, including but not limited to any writings setting forth any Special Provisions, may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

13.7 Entire Agreement. This Agreement, consisting of the Special Provisions and these General Conditions, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether oral or written. However, in the case of Marine Fuel sales, these General Conditions shall not apply, and instead the "Marine General Terms and Conditions" shall apply.

13.8 Failure or Delay. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operate as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

13.9 Governing Law and Jurisdiction. This Agreement and the rights and obligations of the parties hereunder are to be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Georgia applicable to contracts made and to be performed wholly within Georgia, without regard to choice or conflict of laws rules. The parties agree that any dispute, claim, or cause of action between the parties arising out of this Agreement or to enforce this Agreement may be brought in any of the state or federal courts located in Chatham County, Georgia, each party hereby agreeing and consenting to the venue and jurisdiction of or in such courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not in any way apply to or govern this agreement.

13.10 Notices. All notices, invoices and other communications under this Agreement are deemed given on the date of the addressee's receipt thereof and may be given by hand delivery, overnight courier, U.S. Mail, letter, telegram, cable, telex, facsimile, e-mail or similar electronic transmission. Any notices sent to Colonial by hand delivery, overnight courier or mail shall be addressed to the following address:

Colonial Fuel and Lubricant Services, Inc. or Colonial Oil Industries, Inc. (as applicable)
Attention: President
101 North Lathrop Avenue
Savannah, Georgia 31415

13.11 Remedies Not Exclusive. Each and every right granted hereunder and the remedies provided for under this Agreement are cumulative and are not exclusive of any remedies or rights that may be available to any party at law, in equity or otherwise, except as may otherwise be set forth in Section 8 or other sections of this Agreement.

13.12 Successors and Assigns. Buyer shall not assign any of its rights and obligations with respect to any product or product delivery without Colonial's prior written consent. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective successors and assigns.

[End of the General Conditions]