

Buyer is provided herewith REG's Fuel Sales General Terms & Conditions ("GTCs"), and accepts and agrees to the GTCs upon placing an order for Products. All terms and conditions in the GTCs, and in any quotation or invoice shall be considered confidential and shall not be disclosed without the prior written consent of REG. No purchase order, order acknowledgement or other form issued by Buyer shall modify any of the terms and conditions contained herein and any such forms shall be solely for the convenience of Buyer.

FUEL SALES GENERAL TERMS & CONDITIONS

REG Marketing & Logistics Group, LLC ("REG") and Buyer agree to the below terms and conditions and capitalized terms used but not defined herein shall have the meaning assigned herein. REG and Buyer are each referred to herein individually as a "Party" and, collectively, as the "Parties".

1. **Delivery Terms.** All sales will be delivered to the location identified in any invoice or quotation ("Delivery Point") unless provided otherwise. Risk of loss shall pass to Buyer as Product transfers from REG's (or its designated agent's) exit flange to Buyer's (or its designated agent's) input flange. Buyer shall be responsible for any changes to freight rates and fuel surcharges. REG shall retain title to any vapors or condensate recovered during delivery.
2. **Measurement.** Barge, vessel, railcar, truck, carts, trailers and pipeline quantities shall be determined at the Delivery Point by terminal tank gauges, calibrated scales, rail car/tank gauges, survey weights taken by a licensed surveyor, or applicable Standard test methods. Product quantities shall be temperature-adjusted to 15.6°C (60°F) using built-in temperature compensators or standard tables. Either Party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings shall be conclusive. Customary inspection costs shall be shared equally, but additional services shall be paid for by the Party requesting them.
3. **Payment/Credit/Security Interest.** Payment for each delivery shall be made (i) to an account specified by REG; (ii) in United States Dollars unless otherwise specified; (iii) within ten (10) days (fifteen (15) days if shipped by rail) from the REG invoice date, unless otherwise agreed. Any balance not timely paid is subject to a 1.5% monthly finance charge or the highest amount permitted by law and REG shall be entitled to recover any associated costs of collection, any finance charges and administrative costs, including reasonable attorney fees. REG reserves the right to file a financing statement or secure a lien in the event of non-payment in addition to suspending performance. For Product (i) picked-up by Buyer, invoices will be dated as of the pick-up date and sent on the pick-up date, or as soon as practical thereafter; and (ii) shipped to Buyer, invoices will be dated as of the ship date and sent on the shipment date, or as soon as reasonably practical thereafter. All decisions with respect to the extension, continuation or termination of credit shall be in the sole discretion of REG and its affiliates and/or assignees, and nothing herein shall obligate REG to extend or continue to extend credit to the Buyer. The Buyer shall on request from REG periodically provide to REG financial information or security deemed necessary by REG to support any credit extension. If the financial capacity of the Buyer becomes impaired or unsatisfactory in the sole judgment of REG, then REG may require advance cash payment, cash on demand, security satisfactory to REG, accelerate payment and/or shipments/deliveries may be withheld until such payment or security is received.
4. **Safety; Certificate of Analysis.** REG will furnish (i) a safety data sheet ("SDS") with the delivery; and (ii) updated SDS's as they become available. Upon request, REG will provide a Certificate of Analysis. Buyer should periodically look for updates released by REG.
5. **Warranties; Limitation of Warranties.** REG warrants that (i) all Product supplied to Buyer shall comply with the applicable standard(s); and (ii) REG has good title to Product, free of all liens, charges, encumbrances, pledges or security interests (collectively, "Warranties"). EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS SECTION 5, REG HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CLAIMS BASED ON INFRINGEMENT.

6. **Buyer Claims, Remedies.** If Buyer discovers that any Product tendered fails to comply with the warranties, Buyer agrees to provide REG prompt written notice and, upon request, a representative Product sample within five (5) days of such request. For any Product failing to meet the warranties, if Buyer promptly notifies REG (i) prior to Product delivery, Buyer may reject same; or (ii) after Product delivery, as Buyer's exclusive remedy, REG will, within a reasonable period of time, at REG's option and cost, remedy the defect in, replace, or refund the purchase price of the Product; provided that, in either case the Parties may negotiate a mutually agreed price adjustment or other resolution and Buyer may retain the Product. If Buyer fails to notify REG of a defect within fifteen (15) days of Product delivery to the Delivery Point, such delivery shall, for all purposes, be deemed to be an acceptance, free of any defects and operate as Buyer's waiver and release of REG from any liability or obligations in respect to such Product.
7. **Limitation of Liability.** Neither Party shall be liable to the other for consequential, incidental, or punitive damages arising out of any breach of these GTCs.
8. **Default.** Either party may terminate in the event of a material default by the other Party which is not cured within ten (10) days after notice of default is given. The right to terminate is in addition to Buyer's remedies set out herein and to REG's rights at law or in equity, including REG's right to recover money damages caused by a default, together with any fees, court costs, and reasonable attorney fees to enforce such remedies or rights. Notwithstanding any such termination, the obligations and rights of the Parties which have accrued as of the time of termination shall survive.
9. **Rail and Truck Lifting.** For railcars, Buyer will be allowed 120 hours (days 1-5) for unloading from the first of constructive or actual railcar placement. Buyer agrees to pay demurrage of USD \$100.00 per day thereafter. For trucks, Buyer will notify REG at least twenty-four (24) hours in advance of any required delivery. Buyer is responsible for additional costs associated with loads ordered in less than twenty-four (24) hours of the requested delivery time. Any cancellation of a load within twenty-four (24) hours of delivery, the Buyer will be charged a Truck Order Not Used (TONU) fee of \$250 per truck or Carrier TONU charge, whichever is greater, plus any administrative fees charged by the Carrier. Buyer will be allowed one (1) hour for truck unloading and will be charged USD \$100.00 per hour thereafter for truck detention. For both truck and rail, Buyer is responsible for costs associated with unloading and incomplete unloading.
10. **Barge Lifting.** Buyer shall provide REG preliminary notification ("Nomination") at least seven (7) days prior to the earliest estimated Product lift date with a lift window no greater than four (4) days. At least forty-eight (48) hours prior to arrival, Buyer shall notify REG of the confirmed Nomination including Product Transfer Document of barges sent to off-take Product at the load port. Notice must be provided during regular business hours (Mon-Fri, 8:00 am-5:00 pm Central Time USA, excluding holidays). Barges are handled on a first-come, first-served basis. Buyer is responsible for all charges associated with: (i) laytime and demurrage, which shall start when the barge is all fast at berth; (ii) for barges delivered to Buyer's destination, demurrage costs incurred by REG on shipment or delivery of Product that result from circumstances out of REG's control; (iii) unloading or incomplete unloading; (iv) any standby tug; and (v) any of the foregoing charged to REG and then invoiced to Buyer.
11. **Vessel Lifting.** Buyer shall provide REG or its agent(s) and the loading/discharging terminal in writing by fax or e-mail, with 15, 10, 7 and 5 days' notice, and 72, 48 and 24 hours' definite notice of arrival of the vessel at the load and discharge port(s). Any delay resulting from Buyer's failure to give such notice shall not count as used laytime or time on demurrage. A 15-day shipment window will be nominated by REG to Buyer sixty (60) days prior to the shipment period. If Buyer narrows to a 10-day window, Buyer must provide at least thirty (30) days' written notice prior to the first day of the 15-day shipment window, together with Buyer's nomination of the performing vessel. Vessel nomination must be acceptable to REG and REG's terminal at REG's sole discretion, where acceptance may not be unreasonably withheld. If Buyer narrows to a 5-day shipment window, Buyer must provide at least fifteen (15) days' written notice prior to the first day of the narrowed 5-day shipment window. If Buyer narrows a 5-day shipment window to a 3-day window, Buyer must provide written notice at least seven (7) business days prior to the first day of the 3-day window.

- A. LAYTIME/DEMURRAGE EXEMPTION - Time lost due to shore facilities being occupied during loading/discharging for other cargoes or maintenance on the vessel shall not count as used laytime or time on demurrage. Time shall not count as laytime if the vessel is on demurrage as time on demurrage when spent or lost:
- (1) On an inward passage moving from anchorage or other waiting place, even if lightering has taken place at the anchorage, to the berth or other places of loading or discharging specified by REG, including awaiting tugs, pilot, tides, daylight, locks or any other reason whatsoever over which REG has no control.
 - (2) Due to breakdown, inefficiency or other causes attributable to the vessel and/or owner.
 - (3) As a result of strike, lockout, stoppage, slowdown, or restraint of labor of master, officers or crew of the vessel or tugboat(s) or pilots(s).
 - (4) In handling ballast, bunkering not concurrent with loading and discharging, or for any other purpose of the vessel.
 - (5) Due to vessel's condition or inability of the vessel's facilities to load or discharge cargo(es) as specified in this charter party.
- B. NOTICE OF READINESS ("NOR") - The master or his agent shall give, in writing by fax or e-mail, six (6) hours' notice of readiness, to the loading or discharging terminal, as the case may be, in accordance with Charter party Terms. Lay time shall only commence six (6) hours after acceptance of NOR at the respective loading berth. If NOR is given for the vessel before the first day of the laydays, laytime shall only commence upon commencement of loading.
12. **Taxes, Duties, Tariffs, Other Fees.** All agreed prices shall be exclusive of any tax (including, without limitation, any energy, excise, sales, use and value added tax), tariff, duty, fee or other government charge or assessment now or hereafter imposed, increased by or under authority of any country, state, or other government law, rule or regulation upon or measured, or arising from the sale, transfer, or delivery of Product to Buyer, or any subsequent Product sale or use (collectively, "Tax"). Buyer shall be responsible for and pay (or reimburse REG upon demand if REG pays) any such Tax, in addition to the agreed prices.
13. **Terminal Access.** If applicable, REG and Buyer shall ensure their respective employees, transport carriers, contractors, and agents execute and comply with the other party's Terminal Access Agreement (each party agrees to provide a copy at or before first delivery or pick-up) and comply with all posted or delivered rules and guidelines established from time to time, including but not limited to safety rules and drug, alcohol, and firearm policies, health, and environment. The foregoing applies whether a terminal is owned, leased or operated by the other party.
14. **Force Majeure.** Neither Party hereto shall be liable to the other for any delay arising from circumstances beyond its reasonable control, including, but not limited to, acts of God, riot, civil commotion, public enemy, war, acts or threats of terrorism, or sabotage, flood, drought, epidemic, pandemics, quarantine, embargoes, arrest or restraint of officials, rules or people, storms, perils of the sea, navigation accidents, breakdown or injury to ships, pipelines, machinery or other facilities, fires, explosions or other casualties, impairment or interference with means of supply or transportation, strikes, slowdowns, lockouts or restraint of labor, or if performance is hindered, delayed or prevented by, or would violate or controvert, any law, rule, order or request of any government, or any agency or representative thereof. The Party seeking to be excused shall (i) make commercially reasonable efforts to minimize the resulting delay and give prompt written notice of the force majeure ("FM") event to the other Party; (ii) have its obligations, so far as they are affected by the FM event, suspended during, but not longer than, the continuance of the FM event; (iii) not be obliged to purchase alternative goods or to offer any compensation during the FM event or after it concludes; (iv) notify the other Party when the FM event no longer affects its ability to perform; and (v) act with commercially reasonable diligence to resume performance. FM does not apply to a Party's obligations to make any payment required hereunder.
15. **Governing Law.** The law of the State of Iowa, USA shall govern the construction and enforcement of the Contract without regard to conflicts of law principles and excluding the Convention on Contracts for the International Sale of Goods. Any disputes under the Contract may be brought in the state court

located in Polk County, Iowa and the Federal courts located in Iowa, and the Parties hereby consent to the personal jurisdiction and exclusive venue of these courts.

16. **Entire Agreement; Amendment; Waiver; Assignment; No Inference from Drafting.** These GTCs (i) contains the Parties' entire agreement with respect to the subject matter herein; (ii) supersedes all prior oral or written agreements and understandings; and (iii) may not be amended or modified except in writing signed by both Parties. Neither Party may assign any of its rights in or delegate any of its duties under these GTCs without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Either Party may assign these GTCs to an affiliated entity under common control with the Party hereto upon notice to the other and provided that the assignee agrees to be bound by the terms and conditions of these GTCs. These GTCs shall bind and benefit the Parties and their permitted successors and assigns. Waiver by either Party of a breach of any GTC provision will not constitute or be construed as a waiver of any future breach of any provision. No inference in favor of or against a Party shall be drawn from the fact that such Party has drafted any portion of these GTCs.
17. **Execution; Delivery; Electronic Records.** These GTCs and subsequent documents carrying out transactions hereunder may be (i) signed manually or by electronically, machine, facsimile or alternative methods; (ii) executed in counterparts, which, taken together, shall be considered one instrument; (iii) delivered by reasonable means including fax, email, and PDF; and (iv) reproduced via photo or fax copy (or other reasonable means), which shall be as valid as an original. The Parties agree transactions under these GTCs may be conducted in whole or part electronically, and the Parties consent to the use and validity of electronic records and signatures.
18. **Compliance with Laws.** Each Party (on behalf of themselves, their employees and agents) agrees to comply with all applicable laws, regulations, rules and standards (and any amendments, variations and modifications thereto as are from time to time in force and any implementing regulations promulgated pursuant thereto) (collectively, "Laws") in force in jurisdictions related to these GTCs performance, including without limitation (i) any Laws related to the manufacture, storage, sale, transport, and disposition of Product; and (ii) in order to comply with the Laws applicable to REG's corporate parent, with the United States ("U.S.") Foreign Corrupt Practices Act of 1977, Export Administration Act, Section 999 of the Internal Revenue Code, Trading With the Enemy Act, International Emergency Economic Powers Act, Arms Export Control Act, Strategic Goods (Control) Act. If Product is exported from the U.S., Buyer is aware of and agrees to its compliance obligations to retire Renewable Identification Numbers, if applicable to Product, under Section 80.1430 of the U.S. Environmental Protection Agency's Renewable Fuel Standard regulations in 40 CFR Part 80. If the Product may be eligible for the U.S. Biodiesel Mixture Credit under 26 U.S. Code 6426 (or comparable U.S. Federal tax credit, e.g. a producer's tax credit) ("BTC"), the Product shall be used as a fuel per Internal Revenue Code ("IRC") Section 40A(b)(1)(B) and not be separated per IRC Section 40A(d)(3)(A). If REG is notified or otherwise becomes aware of its disqualification for potential receipt of the BTC for all or any part of any sale to Buyer, REG shall have the right thereafter to cancel all or any part of any such sale. If such disqualification is as a result of Buyer's actions or inaction, Buyer shall reimburse REG for the amount of any credit which REG fails to receive or has to pay back related to such disqualification.
19. **Carbon Credits.** REG shall retain title to any and all carbon intensity, greenhouse gas emissions, or other similar credits associated with Product, except as expressly specified in these GTCs. Buyer shall make all necessary reasonable efforts to ensure that any such credits associated with Product purchased under these GTCs are fully available to REG.
20. **California Fuel Sales.** If these GTCs is for sale of Products in the state of California and any Products are transported out of or not otherwise consumed for transportation in California, then any obligation to retire Low Carbon Fuel Standard ("LCFS") credits for the volume of Products which are not consumed for transportation in California shall be borne by the Buyer and not the Seller.
21. **Audit.** REG or it's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one (1) year after the termination of these GTCs. REG's representatives shall also have the right at any time to enter upon the premises

where the Products purchased under these GTCs are stored by or for Buyer and to take samples of such Products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any Products so taken.

22. **Dispute Resolution**. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, these GTCs, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the Parties, each Party agrees that no award or decision resulting therefrom shall include punitive damages. If the Parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the Parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Polk County in the State of Iowa, or (2) the federal courts of the Southern District of Iowa, for any actions, suits or proceedings arising out of or relating to these GTCs (and the Parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

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Sustainability Addendum

United States

Renewable Fuel Standard. In accordance with EPA’s Renewable Fuel Standard (“RFS”) regulations in 40 CFR Part 80 (“Regulation”), REG shall transfer title to Buyer that number of Renewable Identification Number(s) (“RINs”) per gallon specified in the Sustainability line of the Contract at the time title to the Product is transferred to Buyer. Unless indicated otherwise, all RINs shall be for the calendar year in which title was transferred to Buyer; transferred in compliance with the Regulation. The RINs may or may not be the same RINs associated with production of the gallons of Product purchased hereunder. Buyer represents, warrants, and agrees that (i) Buyer understands the Regulation requirements; (ii) Buyer will use, transfer, retire or expire the RINs in compliance with the Regulation; (iii) if the Product is purchased without RINs (or with less than the number of RINs generated per gallon), the Product will be used as a transportation fuel, transportation fuel additive, heating oil, or jet fuel in the United States and not exported from United States; and (iv) if the Product is exported from the United States, Buyer is aware of its compliance obligations to retire RINs under Section 80.1430 of the Regulation.

Canada

REG to certify that all motor fuel products comply with provincial and federal environmental compliance regulations including but not limited to Sulphur, RVP and benzene where product is delivered. REG will not certify the same for product that is exported outside the province or country for which it was delivered in.

European Union

Renewable Energy Directive.

Norway

Sustainability Criteria. The Norwegian legislation PRODUKTFORSKRIFTEN KAPITTEL 3, entered into force January 1st, 2014, shall apply to the sale of Product under the Contract, including mass balance (§§3-4) and double counting (§§3-10). This legislation is based on Directive 2009/28/EC, Articles 17-19, of the European Parliament and European Council of April 23rd, 2009, which promotes the use of renewable energy.

REG and its affiliates, as the producer and seller of Product, will ensure that all actors in the Product value chain – from the first collection point process residue and waste feedstocks, to feedstock supply chain management, to Product manufacturing, to finished Product sale and distribution into the Norwegian market – can provide relevant sustainability documentation, including a responsible person for the mass balance system, upon request from an auditor or competent authority in Norway. The documentation may be adapted to reflect the size and complexity of the actor and feedstocks and/or products.