

## Limited Warranty

MANUFACTURER warrants that the chemical products provided in XLP fuel additive products shall, upon its departure from MANUFACTURER's point of origin, conform to the published physical and chemical specifications established by MANUFACTURER for each such product, or the specifications agreed to by XLP. If any of the chemical products fail to conform to such specification, MANUFACTURER at its option, shall replace the non-conforming chemical products with the type originally furnished or issue credit to the XLP DISTRIBUTOR, provided MANUFACTURER is notified thereof in writing within thirty (30) days after the chemical products depart MANUFACTURER's point of origin by XLP DISTRIBUTOR.

MANUFACTURER's warranty obligations hereunder shall not apply if the non-conformity was caused by (i) XLP DISTRIBUTOR's failure to properly store or maintain the Products, (ii) unauthorized alteration or repair of the products by the XLP DISTRIBUTOR, (iii) the Products are lost or damaged while on XLP DISTRIBUTOR's site due to XLP DISTRIBUTOR's or any third party's negligence, vandalism or force majeure including, but not limited to lightning, or (iv) use or handling of the Products by XLP DISTRIBUTOR in a manner inconsistent with MANUFACTURER's recommendations. Further, MANUFACTURER's warranty obligations shall terminate if (i) XLP DISTRIBUTOR fails to perform its obligations under this or any other Agreement between the parties, or (ii) DISTRIBUTOR fails to pay any charges due MANUFACTURER.

EXCEPT AS SET FORTH HEREIN, IT IS EXPRESSLY AGREED (a) THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, NOR ANY AFFIRMATION OF FACT, OR PROMISES, BY MANUFACTURER WITH REFERENCE TO THE GOODS WHICH EXTENDS BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON IN WRITING BY MANUFACTURER AND XLP DISTRIBUTOR AND (b) THAT XLP DISTRIBUTOR ACKNOWLEDGES THAT IT IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE COMMITMENTS OF MANUFACTURER EXPRESSLY SET FORTH HEREIN.