

TERMS AND CONDITIONS TO U.S. LUBRICANTS CHEMICALS LOANED EQUIPMENT AGREEMENT

1. The U.S. Lubricants Chemicals Loaned Equipment Agreement and these Terms and Conditions (as may be subsequently modified) constitute the entire agreement (the "Agreement") between the Customer and U.S. Lubricants, a division of U.S. Venture, Inc. ("USL"). Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the U.S. Lubricants Chemicals Loaned Equipment Agreement.

2. All sales and purchases under the Agreement shall be on such terms and conditions specified from time to time by USL. USL reserves the right to change its credit terms at any time. However, any changes made shall reflect current industry standards, and therefore shall not be considered a substantial change in competitive circumstances under this Agreement.

3. Nothing in this Agreement shall be construed as obligating USL to extend credit to Customer. In the event USL does extend credit to Customer, such extension of credit shall be subject to the following requirements, including but not limited to:

(a) Executing and providing to USL, upon request, any security documents that are required by USL's Credit Manager.

(b) In the event Customer shall default in its obligations hereunder, Customer shall be liable for USL's costs of collection, including reasonable attorneys' fees. "Obligations means all debts and liabilities arising out of credit previously granted, contemporaneously granted, and/or granted in the future by USL to Customer.

(c) One or more incidents of failure by Customer to make payment according to established credit terms, including, but not limited to, checks of EFTs which are dishonored for nonsufficient or uncollected funds, or failure to supply financial information or documentation as required, shall entitle USL to suspend deliveries, impose C.O.D. terms, and/or terminate this Agreement, in addition to exercising any other rights USL may have under this Agreement or at law.

4. The price for Product sold under this Agreement shall be made at pricing offered by USL to Customer at the time of purchase. Customer shall be responsible for any and all state, local, and federal taxes

5. Customer acknowledges that it has received the Loaned Equipment in good condition from USL and that it shall keep the Loaned Equipment in good condition and repair. Customer agrees to follow all manufacturer recommendations and all routine maintenance schedules required in the maintenance manual(s) for the Equipment.

6. Customer certifies that it will insure the Loaned Equipment against all risks; that it will provide evidence of insurance for the Loaned Equipment upon request; and that it will not sell, encumber, remove, or otherwise dispose of the Loaned Equipment from the Customer Location where it was initially installed.

7. Should Customer fail to pay when due for any purchases of Chemicals when due or breach any other part of this Agreement, then Customer shall, upon demand and without any additional notice, immediately surrender and return to USL the Loaned Equipment and any other items loaned to it by USL and this Agreement shall terminate. In the event of its breach, Customer shall allow USL to enter the Customer Location and remove the Loaned Equipment and any other loaned items without recourse of process of law. Customer shall be liable for any and all of USL's costs of collection, including but not limited to including but not limited to USL's costs to recover the Loaned Equipment and reasonable attorneys' fees.

8. USL may, at its election, assess finance charges as per invoice terms, on all amounts not paid by Customer on the due date. USL shall impose a service charge for each check and/or EFT that is dishonored for nonsufficient or uncollected funds, whether or not subsequently paid by Customer.

9. Customer agrees to comply with all applicable local, state, and federal environmental codes, regulations and laws pertaining to its possession and use of the Chemicals at the Customer Location, including but not limited to 40 C.F.R. 112 (Spill Prevention, Control and Countermeasure regulation-SPCC), and NFPA 30 and 30A (National Fire Protection Association). Customer is solely responsible for ensuring that the installation and use of the Loaned Equipment is compliant with any municipal ordinances, state and/or federal codes, regulations and laws.

10. Customer authorizes USL and its divisions, affiliates, and subsidiaries to transmit product specials, price lists, inventory lists, quotes, and all advertisements via fax, email, web chat, and any other electronic medium. Such communications may be sent to and through the above listed fax number, telephone number, email addresses, and all other current and future numbers and addresses of Customer.

11. USL warrants that the Chemicals meet specifications at the time of delivery and disclaims all other warranties of any kind, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Customer's sole remedy for any verifiable claim that the Chemicals do not meet specifications at the

time of delivery, shall be, at USL's election, refund or replacement of the affected Chemicals. In no event shall USL be liable to Customer for any indirect, incidental, punitive, or consequential damages

12. In the event that a shortage of Chemicals and/or components to produce Chemicals occurs while this Agreement is in effect due to unforeseen, accidental, or other circumstances that are beyond the control of USL, then although USL shall make a reasonable attempt to allocate available supplies (if any) of Chemicals to Customer and USL's other supply commitments such that each receives its proportional percentage of monthly requirements, USL shall otherwise be excused from its performance of this Agreement.

13. This Agreement shall be governed by the laws of the state of Wisconsin, without recourse to conflicts of law principles. The parties agree that the jurisdiction of any disputes shall be in the state courts in Outagamie County, Wisconsin.

14. This Agreement contains the entire understanding between the parties concerning the Loaned Equipment and Chemicals. Any verbal stipulations of the parties or their representatives are deemed to have been merged with this Agreement unless otherwise specifically set forth in writing and executed by the parties.

15. USL may assign or transfer its rights and obligations contained in this Agreement in whole or in part, at any time, with or without notice to Customer.

16. A default by Customer by reason of any of the following shall be grounds for termination of this Agreement:

(a) At the option of USL and upon ten (10) days' prior written notice to Customer if Customer fails to pay USL in a timely manner when due all sums to which USL is legally entitled with respect to this Agreement, and such failure continues for ten (10) days after written notice has been given to Customer.

(b) Immediately, with no prior written notice to Customer, (i) upon Customer's insolvency; (ii) upon the occurrence of an assignment for the benefit of creditors, or the filing of a petition in bankruptcy, or for reorganization to effect a plan or other arrangement with creditors, or where the Customer is adjudicated a bankrupt; (iii) where a receiver is appointed for the Customer; (iv) where Customer is a partnership and the partnership terminates under applicable law, or where Customer is a corporation, and the corporation is liquidated or dissolved, or where Customer is a sole proprietor, upon the death of a Customer, or where Customer is an LLC and the LLC is terminated or dissolved; or (v) upon Customer's abandonment of the Customer Location or other action demonstrating, in USL reasonable judgment, that Customer no longer operates the Customer Location, or where there is visible evidence that the Customer Location will no continue to be operated.

17. In the event of a material default of by USL of its obligations hereunder and upon thirty (30) days' prior written notice to USL and opportunity to cure, Customer may terminate this Agreement.

18. To the fullest extent permitted by law, Customer shall indemnify, hold harmless, and defend USL, its shareholders, directors, officers, agents, and employees from all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the use of the Loaned Equipment or conduct or operation at the Customer Location, any condition created at the Customer Location, or any accident, injury, or damage whatsoever occurring in or at the Customer Location, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, and (b) is caused in whole or in part by any act or omission of Customer or its agents, guests, or employees.

19. Customer affirmatively states that USL is not an owner, operator, or in control, with respect to any real or personal property and/or business enterprise at the Customer Location. USL neither has nor assumes any responsibility whatsoever for any environmental damages or problems that have occurred or may occur at the Customer Location unless such damage or problems are the direct result of USL's sole gross negligence.

20. USL HAS LOANED THE LOANED EQUIPMENT WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AND NEITHER USL NOR ITS ASSIGNS SHALL BE LIABLE FOR ANY LOSS OR MERCHANDISE CAUSED BY EQUIPMENT DEFECTS OR FOR ANY OTHER DAMAGE, LOSS OR INJURY OF ANY KIND RESULTING FROM USE OF THE LOANED EQUIPMENT, INCLUDING ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. CUSTOMER ACCEPTS THE LOANED EQUIPMENT FOR USE "AS IS" AND AGREES TO INDEMNIFY USL AND ITS ASSIGNS AGAINST ALL CLAIMS OF ALL PERSONS ARISING, DIRECTLY OR INDIRECTLY, FROM CUSTOMER'S USE OR POSSESSION OF THE LOANED EQUIPMENT. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OR ANY MANUFACTURER'S WARRANTY.