

Terms and Conditions for Clara Biofuels Products and Services

Preamble - Application to All Services and Products

These Terms and Conditions govern all products and services provided by Clara Biofuels, including but not limited to used cooking oil collection, biodiesel supply, BioSolv cleaning products, and any other products or services that may be offered from time to time. By requesting to purchase any product or service from Clara Biofuels, the Client automatically accepts and agrees to be bound by these terms and conditions in their entirety. These terms apply to each transaction, purchase order, delivery, and ongoing business relationship between Clara Biofuels and the Client, regardless of the specific product or service involved. Clara Biofuels reserves the right to modify these terms at any time, and continued use of Clara Biofuels' products or services constitutes acceptance of any such modifications.

SECTION A: GENERAL TERMS (APPLICABLE TO ALL PRODUCTS AND SERVICES)

A1. Agreement Duration

This agreement is effective upon the date of product purchase request or service agreement by the Client and remains valid for the period covered by the supply or service arrangement. Each purchase order constitutes a new agreement under these terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the applicable purchase order or service agreement.

A2. Delivery and Service Modifications

Clara Biofuels reserves the right to modify delivery plans and service schedules without

notice to ensure the completion of delivery and service obligations.

A3. Pricing and Payment Terms

Prices for products and services are specified for each purchase order or service agreement. Payment is due within 5 business days of the invoice date, with invoices issued upon delivery or service completion. Clara Biofuels reserves the right to offset any payment or rebate due to the Client by any amounts owed by the Client under this Agreement, including but not limited to equipment damage, non-compliance penalties, or reimbursement of cleanup or remediation costs.

A4. Product and Service Acceptance

The Client is deemed to have accepted products once delivered and services once completed. Clara Biofuels is not responsible for product condition or performance after delivery or service completion.

A5. Liability Limitation

Clara Biofuels is not liable for any damage or loss arising from the use of products or services post-delivery or completion. The Client assumes all risks associated with products and services upon acceptance.

A6. Comprehensive Indemnification

The Client agrees to indemnify, defend, and hold harmless Clara Biofuels, its affiliates, officers, directors, employees, subcontractors, representatives, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, damages, liabilities, penalties, fines, costs, and expenses (including, without limitation, reasonable attorneys' fees and litigation costs) arising out of or related to:

- (a) any breach of this Agreement by the Client;
- (b) the Client's use, misuse, or failure to properly handle products or any equipment provided under this Agreement;
- (c) any bodily injury, death, or property damage occurring on the Client's premises in connection with delivery of products or provision of services, to the extent not caused by the gross negligence or willful misconduct of Clara Biofuels;
- (d) any violation by the Client of applicable laws, rules, or regulations in connection with this Agreement;
- (e) any environmental liability arising out of Client's actions in the performance of this Agreement, including but not limited to, any spills or contamination during delivery, storage or use of products or services.

This indemnification obligation shall survive the expiration or termination of this Agreement.

A7. Confidentiality

All terms of purchases and service agreements, including pricing and product specifications, are confidential and may not be disclosed by the Client. The Client acknowledges that during the term of this Agreement, it will have access to information that is treated as confidential and proprietary by Clara Biofuels, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information. The Client agrees that it will not disclose the confidential information obtained from Clara Biofuels to any third party or use it for any purpose other than the performance of its obligations under this Agreement.

A7.1 Exceptions

Confidential information shall not include information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Client; (b) discovered or created by the Client before or independently of any involvement with Clara

Biofuels; or (c) learned by the Client through legitimate means other than from Clara Biofuels or Clara Biofuels' representatives.

A7.2 Required Disclosure

If the Client is requested or required to disclose any confidential information, the Client shall provide Clara Biofuels with prompt notice of such request(s) so that Clara Biofuels may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

A7.3 Return of Confidential Information

Upon the termination of this Agreement, or upon Clara Biofuels' written request, the Client shall promptly return or destroy all copies of confidential information in their possession.

A7.4 Survival

The Client's duty to protect the confidentiality and avoid the unauthorized use of Clara Biofuels' information is ongoing and shall survive the termination or expiration of this Agreement.

A7.5 Injunctive Relief

The Client acknowledges that any breach of the provisions of this Section A7 may cause Clara Biofuels potential injury and, therefore, agrees that Clara Biofuels may bring an action to enjoin any such breach, threatened or actual.

A8. Termination

Either party may terminate any agreement with 30 days' notice. Immediate termination is allowed for unrectified breaches within 15 days of notification.

A9. Force Majeure

Neither party is liable for failure to perform its obligations due to events beyond its control.

A10. Entire Agreement and Modifications

These terms constitute the entire agreement between Clara Biofuels and the Client regarding all products and services, superseding all prior agreements and understandings. Clara Biofuels reserves the right to modify, amend, or update these terms and conditions at any time without prior notice to the Client. Any such modifications will become effective immediately upon posting or implementation by Clara Biofuels. The Client's continued purchase or use of any products or services from Clara Biofuels after such modifications constitutes acceptance of the revised terms and conditions.

A11. Governing Law and Dispute Resolution

This agreement is governed by the laws of Guatemala. In the event of any dispute arising out of or relating to this Agreement, the parties shall first engage in good faith mediation in an effort to resolve the dispute prior to commencing any litigation. Disputes are resolved through negotiation or, failing that, mediation.

A12. Compliance

The Client is responsible for ensuring that all applicable laws and regulations are followed in the use, handling, storage, and disposal of all products and services. This includes environmental regulations, transport, and safety standards. The Client represents and warrants that it is in compliance with all applicable laws and regulations relating to the performance of this Agreement.

A13. Cancellation Rights

Clara Biofuels reserves the right to cancel any order or service agreement at any time for any reason at its sole discretion.

A14. Delivery Access and Liability

The Client must provide appropriate access to delivery and service facilities to complete delivery and services. The Client agrees not to hold Clara Biofuels responsible for any damages caused during the delivery or service process.

A15. Non-Circumvention

The Client acknowledges that while Clara Biofuels is the primary entity overseeing and managing the supply and delivery of products and services, for operational and logistical reasons, Clara Biofuels may engage third-party service providers. The Client agrees not to, directly or indirectly, contact, deal with, or otherwise establish any commercial relationship with any third-party service providers engaged by Clara Biofuels without prior written consent. The Client agrees not to directly or indirectly solicit or establish any relationship with Clara Biofuels' suppliers, partners or customers for the purpose of circumventing Clara Biofuels. This obligation shall survive termination of this Agreement.

A16. Assignment

Clara Biofuels has the ability to assign any agreement without consent through a change in control or sale of accounts.

A17. Opportunity to Cure

If a party breaches this Agreement, the non-breaching party shall provide written notice to the breaching party identifying each claimed breach. The breaching party shall have 5 business days, excluding holidays, within which to cure the claimed breach.

A18. Severability

If any provision of this Agreement is, for any reason, held invalid or unenforceable, the remaining provisions will remain enforceable and the invalid or unenforceable provision will

be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

A19. Waiver

Neither party's failure to enforce any provision of this Agreement will be deemed a waiver of that or any other provision and will not relieve the other party from the obligation to comply with such provision. Any waiver must be in writing and signed by the waiving party to be effective.

A20. Subcontractor Engagement and Limited Liability

Clara Biofuels reserves the right to employ subcontractors to fulfill any of its obligations under these Terms and Conditions. The Subcontractor, in all matters relating to this Agreement, shall be acting as an independent contractor. Clara Biofuels, including its subcontractors, shall not be liable for any property damage, personal injury, or other losses incurred during the provision of products or services, except in cases of gross negligence or willful misconduct by Clara Biofuels or its subcontractors. The Client is encouraged to maintain adequate insurance to cover potential damages.

A21. Recordkeeping and Compliance

The Client acknowledges that Clara Biofuels shall, for purposes of demonstrating compliance with applicable laws and regulations, have the right to require, collect, retain, and provide to third parties any necessary records, data, and documentation regarding this Agreement and any products or services provided under this Agreement. The Client agrees to cooperate in providing any required information and documentation upon request and to maintain accurate records, ensuring compliance with all applicable legal and regulatory requirements.

A22. Management Fee

Clara Biofuels reserves the right to charge a management fee for services rendered under

the terms of this Agreement. Clara Biofuels retains the sole discretion to determine the amount of the management fee, which may be subject to change based on operational costs, market conditions, and other relevant factors. Any disputes arising in relation to management fees must be addressed following the mediation process outlined in Section A11 of this Agreement.

A23. Marketing and Publicity Rights

The Client hereby grants Clara Biofuels the non-exclusive, royalty-free right and license to use, reproduce, and display the Client's name, logo, trademarks, trade names, and other branding materials in connection with Clara Biofuels' marketing, promotional, and business development activities. This includes, but is not limited to, the right to publicly announce that the Client is a customer of Clara Biofuels, include the Client in customer lists, case studies, testimonials, press releases, marketing materials, and on Clara Biofuels' website and social media platforms. The Client represents and warrants that it has the full right and authority to grant these rights and that such use will not infringe upon any third-party rights. This license shall survive termination of this Agreement unless the Client provides written notice requesting cessation of such use.

A24. Refund Policy

All sales, payments, and transfers of funds to Clara Biofuels under this Agreement are final and non-refundable. Clara Biofuels does not offer refunds for any reason, including but not limited to: delivery delays, changes in market conditions, Client's change of requirements, partial deliveries, or any other circumstances. The Client acknowledges and agrees that once payment has been made or transferred to Clara Biofuels, such payment is final and cannot be reversed, refunded, or credited back to the Client.

SECTION B: USED COOKING OIL COLLECTION SERVICES

B1. Service Description

Clara Biofuels provides used cooking oil collection services whereby Clara Biofuels collects used cooking oil ("UCO") from Client's operations and facilities.

B2. Container Provision and Ownership

Clara Biofuels will provide and furnish containers at the Client's specified locations for the purpose of storing the UCO. Clara Biofuels retains full ownership of these containers at all times.

B3. Client Responsibilities for UCO

The Client is responsible for ensuring that only UCO is placed into the provided containers. The introduction of any foreign substances, contaminants, hazardous materials, or any matter other than UCO shall constitute a material breach of this Agreement. Clara Biofuels shall have the right, in its sole discretion and without further notice, to immediately suspend or terminate this Agreement, and to seek reimbursement from the Client for any resulting damages, remediation costs, penalties, or liabilities incurred in connection with such breach.

B4. Collection Schedule

Clara Biofuels will conduct pickups based on UCO production volumes at the Client's locations and the storage capacity of the containers. Specific pickup schedules will be mutually decided between Clara Biofuels and the Client.

B5. UCO Quality and Payment

If applicable, Clara Biofuels will pay the Client at the agreed-upon rate. If the UCO has a moisture and impurities percentage above 5%, the price per gallon will be reduced by the

amount over 5%. If the total moisture and impurities is above 25% the entire batch of UCO will be considered contaminated and no payment will be made.

B6. Container Damage Responsibility

The Client is fully responsible for any damages to the UCO containers provided by Clara Biofuels that occur as a result of the Client's actions, negligence, or failure to adhere to agreed-upon procedures. Should any damage occur, the Client is required to promptly report such damage and will either repair the damage at their own expense or replace the damaged container, subject to Clara Biofuels' approval.

B7. Access Rights

The Client shall provide Clara Biofuels (or authorized agents) unobstructed access to the containers and other receptacles containing UCO on scheduled service dates, including during off-business hours, weekends, and holidays.

SECTION C: BIODIESEL SUPPLY SERVICES

C1. Product and Delivery

Clara Biofuels agrees to sell and deliver biodiesel to the Client as per the terms specified in each purchase order. Logistics and delivery plans are determined on a deal-by-deal basis and are subject to change by Clara Biofuels if necessary to ensure delivery.

C2. Biodiesel Quality Standards

All biodiesel supplied shall meet industry standard specifications unless otherwise agreed in writing. Clara Biofuels makes no warranties regarding the suitability of biodiesel for any particular application beyond meeting standard specifications.

SECTION D: BIOSOLV CLEANING PRODUCTS

D1. Product Hazards and Warnings

The Client acknowledges and agrees that BioSolv cleaning products ("BioSolv Products") supplied by Clara Biofuels are industrial-grade chemicals that pose potential health, safety, and environmental risks. The Client specifically acknowledges the following hazards:

(a) **NOT FOOD SAFE:** BioSolv Products are not approved for use around food, food preparation areas, or food contact surfaces and must never come into contact with food or beverages; (b) **NOT SAFE FOR HUMAN CONSUMPTION:** BioSolv Products are not intended for human consumption and may cause harm if ingested or inhaled in large quantities; (c) **SKIN AND EYE HAZARDS:** BioSolv Products can cause severe skin irritation, chemical burns, and permanent eye damage upon contact; (d) **COMBUSTIBLE:** BioSolv Products are combustible, posing fire and explosion risks; (e) **MATERIAL COMPATIBILITY:** BioSolv Products can damage, dissolve, or deteriorate certain materials including but not limited to rubber, plastics, painted surfaces, fabrics, and certain metals; (f) **VAPOR HAZARDS:** BioSolv Products may emit vapors that can cause respiratory irritation, dizziness, or other health effects.

D2. Client Responsibilities and Obligations for BioSolv

The Client agrees to:

(a) **Testing Requirement:** Always test BioSolv Products on a small, inconspicuous area before full application to determine compatibility and suitability; (b) **Personal Protective Equipment:** Use appropriate personal protective equipment including but not limited to chemical-resistant gloves, eye protection, respiratory protection, and protective clothing; (c) **Proper Storage:** Store BioSolv Products in original containers, in a cool, dry, well-ventilated area away from heat sources, ignition sources, food, children, and incompatible materials; (d)

Safe Handling: Follow all safety data sheet (SDS) instructions and applicable safety protocols during handling, use, and transportation; (e) **Environmental Compliance:** Dispose of BioSolv Products and contaminated materials in accordance with all applicable federal, state, and local environmental regulations and laws; (f) **Ventilation:** Ensure adequate ventilation during use to prevent vapor accumulation; (g) **Training:** Ensure all personnel handling BioSolv Products are properly trained in safe handling procedures and emergency response.

D3. Prohibited Uses of BioSolv

The Client agrees NOT to use BioSolv Products:

- (a) In or around food preparation, processing, or storage areas;
- (b) On surfaces that may come into contact with food or beverages;
- (c) Without proper personal protective equipment;
- (d) In confined spaces without adequate ventilation;
- (e) Near open flames, sparks, or heat sources;
- (f) On materials without prior compatibility testing.

D4. Complete Assumption of Risk for BioSolv

The Client acknowledges and agrees that:

- (a) The Client assumes all risks associated with the purchase, transportation, storage, handling, use, and disposal of BioSolv Products;
- (b) Clara Biofuels makes NO WARRANTIES, express or implied, regarding the suitability, effectiveness, or safety of BioSolv Products for any particular purpose;
- (c) The Client's use of BioSolv Products is at their own risk and discretion;
- (d) The Client is solely responsible for determining the appropriateness of BioSolv Products for their intended use.

D5. Limitation of Liability for BioSolv Products

Clara Biofuels shall have NO LIABILITY whatsoever for:

- (a) Any personal injury, illness, death, or health effects resulting from exposure to or use of BioSolv Products;
- (b) Any property damage, including but not limited to damage to equipment, surfaces, materials, buildings, or other property;
- (c) Any environmental contamination or cleanup costs;
- (d) Any business interruption, lost profits, or consequential damages;
- (e) Any failure of BioSolv Products to achieve desired results or meet Client's expectations;
- (f) Any damage resulting from improper storage, handling, use, or disposal of BioSolv Products;
- (g) Any regulatory violations or penalties incurred by the Client.

D6. BioSolv Products Specific Indemnification

In addition to the general indemnification provisions in Section A6, the Client specifically agrees to indemnify, defend, and hold harmless Clara Biofuels and all Indemnified Parties from and against any and all claims, demands, losses, damages, liabilities, penalties, fines, costs, and expenses arising out of or related to:

- (a) The Client's purchase, transportation, storage, handling, use, or disposal of BioSolv Products;
- (b) Any personal injury, illness, death, or property damage caused by or related to BioSolv Products;
- (c) Any environmental contamination or violations of environmental laws related to BioSolv Products;
- (d) Any failure by the Client to follow safety procedures, use proper protective equipment, or comply with applicable regulations;
- (e) Any misuse, alteration, or modification of BioSolv Products by the Client or third parties.

D7. Safety Data Sheets and Documentation

Clara Biofuels will make available Safety Data Sheets (SDS) for BioSolv Products on its website. The Client acknowledges responsibility to:

- (a) Review and understand all SDS information before use;
- (b) Maintain current SDS documentation at all locations where BioSolv Products are stored or used;
- (c) Provide SDS information to all personnel who may be exposed to BioSolv Products;
- (d) Follow all SDS recommendations and precautions.

D8. Emergency Procedures for BioSolv

The Client agrees to:

- (a) Develop and implement appropriate emergency response procedures for BioSolv Product incidents;
- (b) Have appropriate emergency equipment and materials readily available;
- (c) Immediately contact emergency services in case of accidents, spills, or exposures;
- (d) Provide immediate medical attention for any personnel exposed to BioSolv Products.

D9. Regulatory Compliance for BioSolv

The Client is solely responsible for:

- (a) Ensuring compliance with all applicable federal, state, and local laws and regulations regarding BioSolv Products;
- (b) Obtaining any required permits or licenses for use, storage, or disposal of BioSolv Products;
- (c) Meeting all workplace safety and environmental requirements;
- (d) Maintaining all required records and documentation.

D10. No Return or Exchange for BioSolv

BioSolv Products are sold on a final sale basis and cannot be returned, exchanged, or refunded for any reason, including but not limited to incompatibility with Client's application, unsatisfactory performance, or change in Client's requirements.

By requesting to purchase any product or service from Clara Biofuels, the Client automatically accepts these terms and conditions in their entirety.