



TERMS AND CONDITIONS

Effective Date: April 2026

These Terms and Conditions ("Terms") govern your purchase and use of products and services provided by Bilge Loop LLC ("Company," "we," "us," or "our"). By purchasing our products or using our services, you agree to be bound by these Terms.

SCOPE OF PRODUCTS AND SERVICES

Bilge Loop LLC is a petroleum products company specializing in recovered and recycled fuel oils. Our products include fuel oil and marine fuel derived from recovered petroleum feedstock. These Terms apply to all product sales, deliveries, and related services.

Products Offered:

- Low Sulfur Fuel Oil
- Low Sulfur Marine Diesel Oil

PRODUCT SPECIFICATIONS AND QUALITY

All products are sold with guaranteed specifications as stated in the applicable Product Data Sheet (PDS) provided at the time of sale. Each batch is tested by an independent NELAC-accredited laboratory prior to release.

Certificate of Analysis (COA): A COA accompanies each shipment and certifies that the delivered product meets the guaranteed specifications stated in the corresponding Product Data Sheet.

Customer Responsibility: The final determination of product suitability for any specific application is the sole responsibility of the customer. Customers are responsible for ensuring that purchased products meet their equipment, regulatory, and operational requirements.

Safety Data Sheets (SDS): SDS documents are available upon request for all products.

ORDERS AND DELIVERY

Minimum Orders: Minimum order quantities are specified in the applicable Product Data Sheet or as communicated at the time of order.

Lead Time: Lead times vary based on volume and production scheduling. Delivery dates are estimates and are not guaranteed unless expressly agreed to in writing.

Delivery Terms: Products are sold on a Delivered or FOB basis as specified in the sales agreement. Title and risk of loss pass to the customer upon delivery or loading, as applicable.

Inspection and Acceptance: Customers must inspect deliveries upon receipt. Any discrepancies, shortages, or quality concerns must be reported within 48 hours of delivery. Failure to timely report such issues constitutes acceptance of the delivered product.

PRICING AND PAYMENT

DISCLAIMER: The information accumulated herein is believed to be accurate. Bilge Loop, LLC assumes no liability for the accuracy or completeness of information provided. Final determination of suitability is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution.

Pricing: All prices are subject to change without notice. Prices quoted are valid for the specified period or until withdrawn.

Payment Terms: Payment terms are Net 7, Net 15, or Net 30 days as specified in the sales agreement or invoice. Late payments may incur interest charges at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less.

Credit Terms: Credit terms are subject to approval and may be modified or withdrawn at any time based on creditworthiness.

SMS COMMUNICATIONS AND TERMS

By providing your phone number and consenting to receive SMS messages, you agree to the following:

- SMS messages sent by Bilge Loop LLC are transactional in nature and are customer-initiated.
- Messages may include order confirmations, delivery notifications, scheduling updates, and responses to your inquiries.
- SMS communications are not marketing messages unless you have separately opted in to marketing communications.
- Message and data rates may apply. Message frequency varies based on your service interactions.

Opt-Out Instructions:

You may opt out of receiving SMS messages at any time by:

- **Reply STOP:** Send STOP as a reply to any SMS message you receive from us. You will receive a confirmation that you have been unsubscribed.
- **Reply HELP:** Send HELP as a reply to any SMS message for assistance or additional information.

Opting out of SMS messages will not affect your ability to receive products or services, though certain order-related communications may be delayed or delivered through alternative means.

DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY PRODUCT INFORMATION

EXCEPT AS EXPRESSLY STATED IN THE APPLICABLE PRODUCT DATA SHEET, WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING PRODUCT SPECIFICATIONS, PERFORMANCE, OR SUITABILITY FOR ANY PARTICULAR USE.

PRODUCTS DERIVED FROM RECOVERED PETROLEUM FEEDSTOCK MAY CONTAIN UNKNOWN CONTAMINANTS OR HAZARDS. ALL PRODUCTS SHOULD BE HANDLED,

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STORED, AND USED WITH APPROPRIATE CAUTION AND IN ACCORDANCE WITH APPLICABLE SAFETY STANDARDS.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUNCUR LLC, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- LOSS OF PROFITS, REVENUE, OR DATA
- BUSINESS INTERRUPTION
- EQUIPMENT DAMAGE
- COST OF SUBSTITUTE PRODUCTS OR SERVICES
- ANY OTHER INTANGIBLE LOSSES

ARISING OUT OF OR IN CONNECTION WITH YOUR PURCHASE OR USE OF OUR PRODUCTS, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

HAZARDOUS MATERIALS AND REGULATORY COMPLIANCE

Customer Obligations: Customers are responsible for compliance with all applicable federal, state, and local laws and regulations regarding the storage, handling, transportation, and use of petroleum products, including but not limited to EPA regulations, DOT transportation requirements, OSHA workplace safety standards, state and local fire codes, and environmental protection laws.

Permits and Licenses: Customers are responsible for obtaining and maintaining all necessary permits and licenses required for their purchase, storage, and use of our products.

Indemnification: Customer agrees to indemnify and hold harmless Bilge Loop LLC from any claims, damages, or liabilities arising from Customer's failure to comply with applicable laws and regulations.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the United States and the State of Texas, without regard to its conflict of law provisions.

Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the federal or state courts located in Harris County, Texas, and you consent to the personal jurisdiction of such courts.

MODIFICATION OF TERMS

We reserve the right to modify these Terms at any time at our sole discretion. Changes will be effective upon posting to our website with an updated effective date. Your continued purchase of

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products or use of services after any modifications constitutes your acceptance of the revised Terms.

FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, supply chain disruptions, government actions, or natural disasters.

TERMINATION

We may terminate or suspend your access to our products and services at any time, with or without cause, and with or without notice. Upon termination, any outstanding payment obligations shall become immediately due and payable. All provisions of these Terms that by their nature should survive termination shall survive.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

ENTIRE AGREEMENT

These Terms, together with any applicable Product Data Sheets, Certificates of Analysis, and sales agreements, constitute the entire agreement between you and Bilge Loop LLC regarding the purchase and use of our products and supersede all prior or contemporaneous understandings and agreements, whether written or oral.

CONTACT US

If you have questions about these Terms and Conditions, please contact us:

Bilge Loop LLC

12955 Biscayne Blvd Ste 200

Miami, FL 33181

Website: <https://www.bilgeloop.com>

Email: hello@bilgeloop.com

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For orders, technical inquiries, or SDS requests contact: Bilge Loop, LLC | 12955 Biscayne Blvd Ste 200 Miami, FL 33181