



CLARA BIOFUELS

****Terms and Conditions for Biodiesel Supply Services****

1. **Agreement Duration**

- This agreement is effective upon the date of biodiesel purchase request by the Client and remains valid for the period covered by the supply arrangement. Each purchase order constitutes a new agreement under these terms.

2. **Product and Delivery**

- Clara Biofuels ("Supplier") 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 the Supplier if necessary to ensure delivery.

3. **Delivery Modifications**

- The Supplier reserves the right to modify delivery plans without notice to ensure the completion of delivery obligations.

4. **Pricing and Payment Terms**

- Prices for biodiesel are specified for each purchase order. Payment is due within 5 business days of the invoice date, with invoices issued upon delivery.

5. **Product Acceptance**

- The Client is deemed to have accepted the biodiesel once delivered. The Supplier is not responsible for the biodiesel's condition or performance after delivery.

6. **Liability Limitation**

- The Supplier is not liable for any damage or loss arising from the use of the biodiesel post-delivery. The Client assumes all risks associated with the biodiesel upon acceptance.

7. **Indemnification**

- The Client agrees to indemnify the Supplier against any claims, damages, or losses arising from the use of the biodiesel after delivery.

8. **Confidentiality**

- All terms of the purchase, including pricing and biodiesel specifications, are confidential and may not be disclosed by the Client.

9. **Termination**

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

10. **Force Majeure**

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

11. **Entire Agreement**

- These terms constitute the entire agreement between Clara Biofuels and the Client regarding biodiesel supply, superseding all prior agreements and understandings.

12. **Governing Law and Dispute Resolution**

- This agreement is governed by the laws of Guatemala. Disputes are resolved through negotiation or, failing that, mediation.

13. **Compliance**

- The Client is responsible for ensuring that all applicable laws and regulations are followed in the use, handling, storage, and disposal of the biodiesel. This includes environmental regulations, transport, and safety standards.

14. **Cancellation Rights**

- The Supplier reserves the right to cancel the order at any time for any reason at its sole discretion.

15. **Delivery Access and Liability**

- The Client must provide appropriate access to the delivery facility to complete delivery. The Client agrees not to hold the Supplier responsible for any damages caused by the delivery truck during the delivery process.

By requesting to purchase biodiesel from Clara Biofuels, the Client automatically accepts these terms and conditions.