



**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 21121000000000000049	
COMMODITY/SERVICE DESCRIPTION: Ultra Low Sulfur Diesel for Maine State Ferry MDOT	
START DATE: 12/13/2021	END DATE: 6/30/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Dead River Co, LLC		
ADDRESS: P.O. Box 467		
CITY: Scarborough	STATE: ME	ZIP CODE: 04070-0467
PROVIDER'S VENDOR CUSTOMER #: VC1000022542		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

DocuSigned by:  
  
 2A644AF5681F482...

DocuSigned by:  
  
 CA7356C3CB7E4D3...

David Morris, Acting CPO  
 Date 2/27/2026

David Luce, Wholesale Commercial Account  
 Manager  
 Date 2/27/2026

*The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.*

**DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD**

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Michelle Fournier	
EMAIL: michelle.fournier@maine.com	TELEPHONE: 207-592-8197

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: David Luce	
EMAIL: <a href="mailto:David.Luce@Deadrive.com">David.Luce@Deadrive.com</a>	TELEPHONE: 207-712-6141

Any changes to the individuals identified above may be changed at any time through written notice by either party.

**Master Agreement (MA) procurement method:** Chapter 155 §1825-B.2.D

**TABLE OF RIDERS**

The following riders are hereby incorporated into this Contract and made part of it by reference.

<input checked="" type="checkbox"/>	RIDER A – Specifications and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Bidder Certification
<input checked="" type="checkbox"/>	RIDER E – Special Provisions
<input checked="" type="checkbox"/>	RIDER F – Safety Data Sheet

**RIDER A: SPECIFICATIONS AND USER INFORMATION****TABLE OF CONTENTS**

- I. CONTRACT PERIOD
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- VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

**I. CONTRACT PERIOD:**

Start July 1, 2026 through June 30, 2027

**II. COMMODITY:**

Ultra Low Sulfur Diesel (Dyed) for Maine State Ferry, MDOT

**III. AMENDMENTS TO SPECIFICATIONS**

None

**IV. SPECIFICATIONS**

Deliver Ultra Low Sulfur Diesel for Maine State Ferry, MDOT

The terms and conditions associated with the initial agreement along with prior extensions are hereby incorporated by reference and shall remain in full force and effect.

**V. AMENDMENT/EXTENSION PRICING/RATE CHANGES**

As a result of the federal oil spill fee expiring on 12-31-2025, effective 1-1-2026 the per gallon rate for Ultra Low Sulfur Diesel has been reduced to \$2.5524. Ultra Low Sulfur Diesel per gallon rate is now amended to \$2.5524 for any remaining gallons locked in

Dead River agrees to not pass through any potential or actual tariffs.

## VI. CONTRACTED PRICING/RATES

**Prices:** Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

## VII. AUTHORIZED USERS:

### **State of Maine Departments authorized to utilize this MA contract:**

All State of Maine Departments, Agencies

### **Municipalities, political subdivisions, and school districts in Maine:**

- Are NOT permitted to utilize this MA.
- Are permitted to utilize this MA as written.
- Are permitted to utilize this MA with the following conditions:

## VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5,000.00. DO’s will be emailed as a .pdf file to the vendor’s email address submitted in AdvantageME by the vendor.

**Delivery Locations:** The Providers exact delivery times and schedule are provided by Ferry Service, MDOT.

**Delivery and Inspection:** The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. The Department may spot test any product supplied to verify quality.

**RIDER B: TERMS and CONDITIONS**

1. **DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “OSPS” shall refer to the State of Maine Office of State Procurement Services.
  - e. The term “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Provider.
  
2. **WARRANTY.** **The Provider warrants the following:**
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by OSPS, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. OSPS shall give written notice of observed defects with reasonable promptness.
  
3. **TAXES.** Provider agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not

required to be paid by Provider, Provider agrees to notify OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to OSPS.

4. **PACKING AND SHIPMENT.** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.
  
5. **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.
  
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
  
7. **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.

8. **INVOICE.** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of OSPS.
9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.
10. **TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
  - b. If Provider fails to deliver specified materials or services, or
  - c. If Provider fails to perform any of the provisions of this Agreement, or
  - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
  - e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
  - f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

- 12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 13. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 14. DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.
- 15. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- 17. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**18. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**19. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

**20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

**21. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

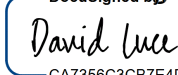
**RIDER D: RESPONSIBLE BIDDER CERTIFICATION**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: David Luce	Title:  wholesale and Commercial Account Manager
Authorized Signature:  <small>CA7356C3CB7E4D3...</small>	Date:  2/27/2026

## State of Maine Special Provisions

1. *If by June 30th, 2027, the State of Maine appears to not be in a position to utilize the ultra-low dyed diesel gallons covered in the above-named Agreement, the Parties agree to discuss alternative resolutions to any damages set forth in the abovenamed Agreement, or as set forth below.*
  
2. *In the event that a volume shortfall results in actual financial damages to Dead River Company, LLC (DRC), the State of Maine agrees to compensate DRC for the amount of said financial damage to be calculated in a reasonable manner and not as a penalty. Prior to the calculation of actual financial damages, DRC must demonstrate to the State of Maine that it has made all commercially reasonable efforts to resell the State of Maine's volume shortfall gallons. Fixed price formula based on NYMEX ULSD Futures value of \$2.0975.*
  - a. ***Extension of Unused Gallons:*** *The State of Maine shall have the option, at its sole discretion, to extend the utilization period for any unused gallons under the Agreement for up to an additional six (6) months following the expiration of the original contract term, without penalty and irrespective of market price fluctuations.*
  
  - b. ***Option for Weighted Contract Pricing:*** *Alternatively, the State of Maine shall have the option, at its sole discretion, to enter into a subsequent contract for the following year. Under such contract, the price of any unused gallons from the current contract year and the gallons for the subsequent contract year shall be weighted to determine the pricing for the new contract.*

*If the State of Maine exercises either option, (a) or (b), then it shall not be liable to compensate supplier for any financial damages, as contemplated above.*
  
3. *It is hereby recognized by both parties that the above-named Agreement and this amendment are a result of State of Maine request for quotes.*
  
4. *DRC agrees to not pass through any potential or actual tariffs.*

**RIDER C: EXCEPTIONS TO RIDER B**

N/A




# SAFETY DATA SHEET

## 1. Product and Company Identification

<b>Product identifier</b>	<b>Ultra Low Sulphur Diesel</b>
<b>Other means of identification</b>	Not available
<b>Recommended use</b>	Fuel
<b>Recommended restrictions</b>	None known.
<b>Manufacturer information</b>	Irving Oil Refining G.P. Box 1260 Saint John, NB E2L 4H6 CA Phone: (506) 202-2000 Refinery: (506) 202-3000
<b>Supplier</b>	See above.

## 2. Hazards Identification

<b>Physical hazards</b>	Flammable liquids	Category 3
<b>Health hazards</b>	Acute toxicity, inhalation	Category 4
	Skin corrosion/irritation	Category 2
	Specific target organ toxicity, repeated exposure	Category 2
	Aspiration hazard	Category 1
<b>Environmental hazards</b>	Not classified.	
<b>WHMIS 2015 defined hazards</b>	Not classified	
<b>Label elements</b>		

**Signal word**

Danger

**Hazard statement**

Flammable liquid and vapor.  
Causes skin irritation.  
May be fatal if swallowed and enters airways.  
Harmful if inhaled.  
May cause damage to organs through prolonged or repeated exposure.

**Precautionary statement**

**Prevention**

Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting equipment. Use only non-sparking tools. Take precautionary measures against static discharge.  
Do not breathe mist or vapor.  
Wash thoroughly after handling.  
Use only outdoors or in a well-ventilated area.  
Wear protective gloves/eye protection/face protection.

**Response**

In case of fire: Use appropriate media to extinguish.  
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention. Specific treatment (see information on this label).  
IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting.  
IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.

**Storage**

Store in a well-ventilated place. Keep cool.  
Store locked up.

**Disposal**

Dispose of contents/container in accordance with local/regional/national/international regulations.

**WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)**

None known

<b>WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC)</b>	None known
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.
<b>Supplemental information</b>	Not applicable.

### 3. Composition/Information on Ingredients

#### Mixture

Chemical name	Common name and synonyms	CAS number	%
Petroleum distillates		68476-34-6	90-100
Benzene		71-43-2	<0.1
Benzo[a]pyrene		50-32-8	<0.1
Naphthalene		91-20-3	<0.1
Toluene		108-88-3	<0.1

All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

**Composition comments** \*Ultra Low Sulphur Diesel is a complex mixture of hydrocarbons. Its exact composition depends on the source of the crude oil from which it was produced and the refining methods used. Ultra Low Sulphur Diesel contains hundreds of individual organic chemicals. This section identifies only some of the well-known chemical constituents.

\*Sulphur: <8 ppm

\*Hydrogen sulphide: Nil

### 4. First Aid Measures

<b>Inhalation</b>	IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.
<b>Skin contact</b>	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. If skin irritation occurs: Get medical advice/attention. Specific treatment (see information on this label).
<b>Eye contact</b>	Flush with cool water. Remove contact lenses, if applicable, and continue flushing. Obtain medical attention if irritation persists.
<b>Ingestion</b>	IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation. Skin irritation. May cause redness and pain. Prolonged exposure may cause chronic effects.
<b>Indication of immediate medical attention and special treatment needed</b>	Symptoms may be delayed.
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Take off all contaminated clothing immediately. Wash contaminated clothing before reuse. Keep away from sources of ignition. No smoking. Avoid contact with eyes and skin. Wear rubber gloves and safety glasses with side shields. Keep out of reach of children.

### 5. Fire Fighting Measures

<b>Suitable extinguishing media</b>	Carbon dioxide. Dry chemical. Foam.
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	Container may explode in heat of fire. Vapors may form explosive mixtures with air. Vapors may travel considerable distance to a source of ignition and flash back.
<b>Special protective equipment and precautions for firefighters</b>	Firefighters should wear full protective clothing including self contained breathing apparatus.
<b>Fire-fighting equipment/instructions</b>	Move containers from fire area if you can do so without risk.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	Flammable liquid and vapor.
<b>Hazardous combustion products</b>	May include and are not limited to: Oxides of carbon. Oxides of nitrogen. Polycyclic aromatic hydrocarbons (PAHs). Aromatic hydrocarbons.

## 6. Accidental Release Measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Keep out of low areas. Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Do not breathe mist or vapor. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
<b>Methods and materials for containment and cleaning up</b>	Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Take precautionary measures against static discharge. Use only non-sparking tools. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Stop leak if you can do so without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Never return spills to original containers for re-use. Following product recovery, flush area with water. Clean surface thoroughly to remove residual contamination. For waste disposal, see section 13 of the SDS. Prevent entry into waterways, sewers, basements or confined areas.
<b>Environmental precautions</b>	Do not discharge into lakes, streams, ponds or public waters.

## 7. Handling and Storage

<b>Precautions for safe handling</b>	<p>Vapors may form explosive mixtures with air. Do not handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Take precautionary measures against static discharges.</p> <p>Avoid contact with eyes, skin and clothing. Wear appropriate personal protective equipment. Do not breathe mist or vapor. Use only outdoors or in a well-ventilated area. Avoid prolonged exposure. Observe good industrial hygiene practices. Wash thoroughly after handling. When handling, do not eat, drink or smoke.</p>
<b>Conditions for safe storage, including any incompatibilities</b>	<p>Keep away from heat, sparks and open flame. Store in a cool, dry place out of direct sunlight. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Keep out of reach of children.</p>

## 8. Exposure Controls/Personal Protection

### Occupational exposure limits

#### Canada. Alberta OELs (Occupational Health & Safety Code, Schedule 1, Table 2)

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	8 mg/m3 2.5 ppm
	TWA	1.6 mg/m3 0.5 ppm
	STEL	79 mg/m3 15 ppm
Naphthalene (CAS 91-20-3)	TWA	52 mg/m3 10 ppm
	TWA	100 mg/m3
Petroleum distillates (CAS 68476-34-6)	TWA	188 mg/m3 50 ppm
Toluene (CAS 108-88-3)	TWA	

#### Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended)

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	STEL	15 ppm	
	TWA	10 ppm	
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3	Vapor and aerosol.
Toluene (CAS 108-88-3)	TWA	20 ppm	

**Canada. Manitoba OELs (Reg. 217/2006, The Workplace Safety And Health Act)**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	TWA	10 ppm	
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3	Inhalable fraction and vapor.
Toluene (CAS 108-88-3)	TWA	20 ppm	

**Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents)**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	STEL	15 ppm	
	TWA	10 ppm	
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3	Inhalable fraction and vapor.
Toluene (CAS 108-88-3)	TWA	20 ppm	

**Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment)**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	15.5 mg/m3
		5 ppm
	TWA	3 mg/m3
		1 ppm
Benzo[a]pyrene (CAS 50-32-8)	TWA	0.005 mg/m3
Naphthalene (CAS 91-20-3)	STEL	79 mg/m3
		15 ppm
	TWA	52 mg/m3
		10 ppm
Toluene (CAS 108-88-3)	TWA	188 mg/m3
		50 ppm

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	5 ppm
	TWA	1 ppm

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Naphthalene (CAS 91-20-3)	PEL	50 mg/m3
		10 ppm

**US. OSHA Table Z-2 (29 CFR 1910.1000)**

Components	Type	Value
Benzene (CAS 71-43-2)	Ceiling	25 ppm
	TWA	10 ppm
Toluene (CAS 108-88-3)	Ceiling	300 ppm
	TWA	200 ppm

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	TWA	10 ppm	
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3	Inhalable fraction and vapor.
Toluene (CAS 108-88-3)	TWA	20 ppm	

**US. NIOSH: Pocket Guide to Chemical Hazards**

Components	Type	Value
Benzene (CAS 71-43-2)	STEL	1 ppm
	TWA	0.1 ppm
Naphthalene (CAS 91-20-3)	STEL	75 mg/m3 15 ppm
	TWA	50 mg/m3 10 ppm
Toluene (CAS 108-88-3)	STEL	560 mg/m3 150 ppm
	TWA	375 mg/m3 100 ppm

**Biological limit values**

ACGIH Biological Exposure Indices		Determinant	Specimen	Sampling Time
Components	Value			
Benzene (CAS 71-43-2)	25 µg/g	S-Phenylmercap- turic acid	Creatinine in urine	*
Toluene (CAS 108-88-3)	0.3 mg/g	o-Cresol, with hydrolysis	Creatinine in urine	*
	0.03 mg/L	Toluene	Urine	*
	0.02 mg/L	Toluene	Blood	*

\* - For sampling details, please see the source document.

**Exposure guidelines**

**Canada - Alberta OELs: Skin designation**

Benzene (CAS 71-43-2) Can be absorbed through the skin.  
 Naphthalene (CAS 91-20-3) Can be absorbed through the skin.  
 Toluene (CAS 108-88-3) Can be absorbed through the skin.

**Canada - British Columbia OELs: Skin designation**

Benzene (CAS 71-43-2) Can be absorbed through the skin.  
 Naphthalene (CAS 91-20-3) Can be absorbed through the skin.  
 Petroleum distillates (CAS 68476-34-6) Can be absorbed through the skin.

**Canada - Manitoba OELs: Skin designation**

Benzene (CAS 71-43-2) Can be absorbed through the skin.  
 Naphthalene (CAS 91-20-3) Can be absorbed through the skin.  
 Petroleum distillates (CAS 68476-34-6) Can be absorbed through the skin.

**Canada - Ontario OELs: Skin designation**

Benzene (CAS 71-43-2) Can be absorbed through the skin.  
 Naphthalene (CAS 91-20-3) Can be absorbed through the skin.  
 Petroleum distillates (CAS 68476-34-6) Can be absorbed through the skin.

**Canada - Quebec OELs: Skin designation**

Toluene (CAS 108-88-3) Can be absorbed through the skin.

**Canada - Saskatchewan OELs: Skin designation**

Naphthalene (CAS 91-20-3) Can be absorbed through the skin.  
 Petroleum distillates (CAS 68476-34-6) Can be absorbed through the skin.  
 Toluene (CAS 108-88-3) Can be absorbed through the skin.

**US ACGIH Threshold Limit Values: Skin designation**

Benzene (CAS 71-43-2) Can be absorbed through the skin.  
 Naphthalene (CAS 91-20-3) Can be absorbed through the skin.  
 Petroleum distillates (CAS 68476-34-6) Can be absorbed through the skin.

**Appropriate engineering controls** Mechanical ventilation should be used when handling this product in enclosed spaces. Local exhaust ventilation may be necessary.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection** Face shield or chemical goggles.

**Skin protection**

**Hand protection** Nitrile rubber Viton™. PVC gloves. Tychem™ BR/LV. Tychem™ TK.

**Other** Use of protective coveralls and long sleeves is recommended.  
 If clothing or footwear becomes contaminated with the product, remove it and completely decontaminate it before re-use, or discard it.

<b>Respiratory protection</b>	For confined spaces, wear a NIOSH-approved (or equivalent) full-facepiece airline respirator in the positive pressure mode with emergency escape provisions. Respirator should be selected by and used under the direction of a trained health and safety professional following requirements found in OSHA's respirator standard (29 CFR 1910.134), CAN/CSA-Z94.4 and ANSI's standard for respiratory protection (Z88.2).
<b>Thermal hazards</b>	Not applicable.
<b>General hygiene considerations</b>	Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

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## 9. Physical and Chemical Properties

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<b>Appearance</b>	Clear
<b>Physical state</b>	Liquid.
<b>Form</b>	Liquid
<b>Color</b>	Water white
<b>Odor</b>	Kerosene
<b>Odor threshold</b>	Not available.
<b>pH</b>	Not applicable
<b>Melting point/freezing point</b>	Not available.
<b>Initial boiling point and boiling range</b>	300 - 700 °F (148.89 - 371.11 °C)
<b>Pour point</b>	-60 - 10 °F (-51.11 - -12.22 °C)
<b>Specific gravity</b>	0.8 - 0.86 @ 15°C
<b>Partition coefficient (n-octanol/water)</b>	3.3 - 7.06 (log Kow)
<b>Flash point</b>	120.0 - 160.0 °F (48.9 - 71.1 °C) Closed Cup
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	0.6-1.3
<b>Flammability limit - upper (%)</b>	6-7.5
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	2.12 - 26.4 mmHg @ 21°C
<b>Vapor density</b>	Not available.
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	Not available.
<b>Auto-ignition temperature</b>	494.6 °F (257 °C)
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	1.3 - 3.6 cSt @104°F

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## 10. Stability and Reactivity

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<b>Reactivity</b>	May react with incompatible materials.
<b>Possibility of hazardous reactions</b>	Hazardous polymerization does not occur.
<b>Chemical stability</b>	Stable under recommended storage conditions.
<b>Conditions to avoid</b>	Avoid temperatures exceeding the flash point. Do not mix with other chemicals. Heat, open flames, static discharge, sparks and other ignition sources.
<b>Incompatible materials</b>	Acids. Oxidizers.
<b>Hazardous decomposition products</b>	May include and are not limited to: Oxides of carbon. Oxides of nitrogen. Aromatic hydrocarbons.

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## 11. Toxicological Information

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<b>Routes of exposure</b>	Eye, Skin contact, Skin absorption, Inhalation, Ingestion.
<b>Information on likely routes of exposure</b>	
<b>Ingestion</b>	May be fatal if swallowed and enters airways.

**Inhalation** Harmful if inhaled. Prolonged inhalation may be harmful. May cause damage to organs by inhalation.

**Skin contact** Causes skin irritation.

**Eye contact** Direct contact with eyes may cause temporary irritation.

**Symptoms related to the physical, chemical and toxicological characteristics** Skin irritation. May cause redness and pain.

**Information on toxicological effects**

**Acute toxicity** Harmful if inhaled. May be fatal if swallowed and enters airways.

Components	Species	Test Results
Benzene (CAS 71-43-2)		
<b>Acute</b>		
<i>Dermal</i>		
LD50	Guinea pig	> 9400 mg/kg
	Rabbit	8263 mg/kg
		8260 mg/kg
<i>Inhalation</i>		
LC50	Mouse	9980 ppm
	Rat	44700 mg/m <sup>3</sup> , 4 Hours
		13700 mg/l/4h
		10000 ppm, 7 Hours
<i>Oral</i>		
LD50	Mouse	4700 mg/kg
	Rat	2990 mg/kg
		690 mg/kg
Benzo[a]pyrene (CAS 50-32-8)		
<b>Acute</b>		
<i>Dermal</i>		
LD50	Rabbit	> 2000 mg/kg
	Rat	> 2000 mg/kg
<i>Inhalation</i>		
LC50	Not available	
<i>Oral</i>		
LD50	Mouse	433 mg/kg
	Not available	
	Rat	725 mg/kg
Naphthalene (CAS 91-20-3)		
<b>Acute</b>		
<i>Dermal</i>		
LD50	Rabbit	> 2000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 0.4 mg/l/4h
<i>Oral</i>		
LD50	Rat	> 2000 mg/kg
Petroleum distillates (CAS 68476-34-6)		
<b>Acute</b>		
<i>Dermal</i>		
LD50	Rabbit	> 2000 mg/kg
<i>Inhalation</i>		
LC50	Rat	1 - 5 mg/l/4h
<i>Oral</i>		
LD50	Rat	> 5000 mg/kg

Components	Species	Test Results
Toluene (CAS 108-88-3)		
<b>Acute</b>		
<i>Dermal</i>		
LD50	Rabbit	12196 mg/kg 12125 mg/kg 8390 mg/kg 14.1 ml/kg
<i>Inhalation</i>		
LC50	Mouse	7100 mg/L, 4 Hours 5320 ppm, 8 Hours 400 ppm, 24 Hours
	Rat	26700 ppm, 1 Hours <= 28800 mg/m <sup>3</sup> , 4 Hours 12200 ppm, 2 Hours 8000 ppm, 4 Hours 12.5 mg/l/4h
<i>Oral</i>		
LD50	Rat	> 5580 mg/kg 636 mg/kg
<b>Skin corrosion/irritation</b>	Causes skin irritation.	
<b>Exposure minutes</b>	Not available.	
<b>Erythema value</b>	Not available.	
<b>Oedema value</b>	Not available.	
<b>Serious eye damage/eye irritation</b>	Direct contact with eyes may cause temporary irritation.	
<b>Corneal opacity value</b>	Not available.	
<b>Iris lesion value</b>	Not available.	
<b>Conjunctival reddening value</b>	Not available.	
<b>Conjunctival oedema value</b>	Not available.	
<b>Recover days</b>	Not available.	
<b>Respiratory or skin sensitization</b>		
<b>Respiratory sensitization</b>	Not available.	
<b>Skin sensitization</b>	This product is not expected to cause skin sensitization.	
<b>Mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
<b>Carcinogenicity</b>	Contains < 3% (w/w) DMSO-extract	
<b>ACGIH Carcinogens</b>		
Benzene (CAS 71-43-2)	A1 Confirmed human carcinogen.	
Benzo[a]pyrene (CAS 50-32-8)	A2 Suspected human carcinogen.	
Naphthalene (CAS 91-20-3)	A3 Confirmed animal carcinogen with unknown relevance to humans.	
Petroleum distillates (CAS 68476-34-6)	A3 Confirmed animal carcinogen with unknown relevance to humans.	
<b>Canada - Alberta OELs: Carcinogen category</b>		
Benzene (CAS 71-43-2)	Confirmed human carcinogen.	
<b>Canada - Manitoba OELs: carcinogenicity</b>		
BENZENE (CAS 71-43-2)	Confirmed human carcinogen.	
BENZO[A]PYRENE (CAS 50-32-8)	Suspected human carcinogen.	
DIESEL FUEL, AS TOTAL HYDROCARBONS, INHALABLE FRACTION AND VAPOR (CAS 68476-34-6)	Confirmed animal carcinogen with unknown relevance to humans.	
NAPHTHALENE (CAS 91-20-3)	Confirmed animal carcinogen with unknown relevance to humans.	
TOLUENE (CAS 108-88-3)	Not classifiable as a human carcinogen.	
<b>Canada - Quebec OELs: Carcinogen category</b>		
Benzene (CAS 71-43-2)	Detected carcinogenic effect in humans.	
Benzo[a]pyrene (CAS 50-32-8)	Suspected carcinogenic effect in humans.	

**IARC Monographs. Overall Evaluation of Carcinogenicity**

Benzene (CAS 71-43-2)	Volume 29, Supplement 7, Volume 100F 1 Carcinogenic to humans.
Benzo[a]pyrene (CAS 50-32-8)	Volume 92, Volume 100F 1 Carcinogenic to humans.
Naphthalene (CAS 91-20-3)	Volume 82 - 2B Possibly carcinogenic to humans.
Petroleum distillates (CAS 68476-34-6)	Volume 45 - 3 Not classifiable as to carcinogenicity to humans.
Toluene (CAS 108-88-3)	Volume 47, Volume 71 - 3 Not classifiable as to carcinogenicity to humans.

**US - California Proposition 65 - CRT: Listed date/Carcinogenic substance**

Benzene (CAS 71-43-2)  
 Benzo[a]pyrene (CAS 50-32-8)  
 Naphthalene (CAS 91-20-3)

**US NTP Report on Carcinogens: Anticipated carcinogen**

Benzo[a]pyrene (CAS 50-32-8) Reasonably Anticipated to be a Human Carcinogen.  
 Naphthalene (CAS 91-20-3) Reasonably Anticipated to be a Human Carcinogen.

**US NTP Report on Carcinogens: Known carcinogen**

Benzene (CAS 71-43-2) Known To Be Human Carcinogen.

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Benzene (CAS 71-43-2) Cancer

<b>Reproductive toxicity</b>	Not classified.
<b>Teratogenicity</b>	Toluene (benzene, methyl-) has caused fetotoxicity (reduced fetal weight), behavioural effects (effects on learning and memory) and hearing loss (in males). These effects have been observed in the offspring of rats exposed by inhalation to 1200 or 1800 ppm toluene. These effects were observed in the absence of maternal toxicity.
<b>Specific target organ toxicity - single exposure</b>	Not classified.
<b>Specific target organ toxicity - repeated exposure</b>	May cause damage to organs through prolonged or repeated exposure.
<b>Aspiration hazard</b>	May be fatal if swallowed and enters airways.
<b>Chronic effects</b>	Prolonged inhalation may be harmful. Prolonged or repeated exposure can cause kidney damage.

**12. Ecological Information**

**Ecotoxicity** Components of this product have been identified as having potential environmental concerns.

**Ecotoxicological data**

Components	Species	Test Results
Benzene (CAS 71-43-2)		
Algae	IC50 Algae	29 mg/L, 72 Hours
Crustacea	EC50 Daphnia	12.18 mg/L, 48 Hours
<b>Aquatic</b>		
Crustacea	EC50 Water flea (Daphnia magna)	8.76 - 15.6 mg/L, 48 hours
Fish	LC50 Rainbow trout,donaldson trout (Oncorhynchus mykiss)	7.2 - 11.7 mg/L, 96 hours
Naphthalene (CAS 91-20-3)		
Algae	IC50 Algae	0.4 mg/L, 72 Hours
Crustacea	EC50 Daphnia	2.16 mg/L, 48 Hours
<b>Aquatic</b>		
Crustacea	EC50 Water flea (Daphnia magna)	1.09 - 3.4 mg/L, 48 hours
Fish	LC50 Pink salmon (Oncorhynchus gorbuscha)	1.11 - 1.68 mg/L, 96 hours
Toluene (CAS 108-88-3)		
Algae	IC50 Algae	433 mg/L, 72 Hours
Crustacea	EC50 Daphnia	7.645 mg/L, 48 Hours
<b>Aquatic</b>		
Crustacea	EC50 Water flea (Daphnia magna)	5.46 - 9.83 mg/L, 48 hours
Fish	LC50 Coho salmon,silver salmon (Oncorhynchus kisutch)	8.11 mg/L, 96 hours

<b>Persistence and degradability</b>	Non-persistent/ Group 1
<b>Bioaccumulative potential</b>	Not available.
<b>Mobility in soil</b>	No data available.
<b>Mobility in general</b>	Not available.

**Other adverse effects** No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

### 13. Disposal Considerations

**Disposal instructions** Dispose of contents/container in accordance with local/regional/national/international regulations.

**Local disposal regulations** Dispose in accordance with all applicable regulations.

**Hazardous waste code** The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

**Waste from residues / unused products** Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

**Contaminated packaging** Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

### 14. Transport Information

**Transport of Dangerous Goods (TDG) Proof of Classification** In accordance with Part 2.2.1 (SOR/2014-152) of the Transportation of Dangerous Goods Regulations, we certify that the classification of this product is correct as of the SDS date of issue.

#### U.S. Department of Transportation (DOT)

##### Basic shipping requirements:

**UN number** UN1202  
**Proper shipping name** Diesel fuel  
**Hazard class** 3  
**Packing group** III  
**Special provisions** 144, B1, IB3, T2, TP1  
**Packaging exceptions** 150

#### Transportation of Dangerous Goods (TDG - Canada)

##### Basic shipping requirements:

**UN number** UN1202  
**Proper shipping name** DIESEL FUEL; FUEL OIL; GAS OIL; or HEATING OIL LIGHT  
**Hazard class** 3  
**Packing group** III

DOT



TDG



### 15. Regulatory Information

**Canadian federal regulations** This product has been classified in accordance with the hazard criteria of the Hazardous Products Regulations (SOR/2015-17) and the SDS contains all the information required by the HPR.

#### Canada CEPA Schedule I: Listed substance

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.

#### Canada DSL Challenge Substances: Listed substance

Naphthalene (CAS 91-20-3)	Listed.
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**Canada NPRI VOCs with Additional Reporting Requirements: Mass reporting threshold/Identification Number**

Benzene (CAS 71-43-2)	1 TONNES
Benzo[a]pyrene (CAS 50-32-8)	1 TONNES
Toluene (CAS 108-88-3)	1 TONNES

**Export Control List (CEPA 1999, Schedule 3)**

Not listed.

**Greenhouse Gases**

Not listed.

**Precursor Control Regulations**

Toluene (CAS 108-88-3)	Class B
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**WHMIS 2015 Exemptions**                      Controlled

**US federal regulations**                      This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Benzene (CAS 71-43-2)	Cancer
	Central nervous system
	Blood
	Aspiration
	Skin
	Eye
	respiratory tract irritation
	Flammability

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

<b>Hazard categories</b>	Immediate Hazard - Yes
	Delayed Hazard - Yes
	Fire Hazard - Yes
	Pressure Hazard - No
	Reactivity Hazard - No

**SARA 302 Extremely hazardous substance**                      No

**SARA 311/312 Hazardous chemical**                      No

**SARA 313 (TRI reporting)**  
Not regulated.

**Other federal regulations**

**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Benzene (CAS 71-43-2)
Benzo[a]pyrene (CAS 50-32-8)
Naphthalene (CAS 91-20-3)
Toluene (CAS 108-88-3)

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**US state regulations**                      See below

**US - California Hazardous Substances (Director's): Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.
Naphthalene (CAS 91-20-3)	Listed.
Toluene (CAS 108-88-3)	Listed.

**US - Illinois Chemical Safety Act: Listed substance**

Benzene (CAS 71-43-2)
Benzo[a]pyrene (CAS 50-32-8)
Naphthalene (CAS 91-20-3)
Toluene (CAS 108-88-3)

**US - Louisiana Spill Reporting: Listed substance**

Benzene (CAS 71-43-2)	Listed.
Benzo[a]pyrene (CAS 50-32-8)	Listed.

Naphthalene (CAS 91-20-3) Listed.

Toluene (CAS 108-88-3) Listed.

**US - Michigan Critical Materials Register: Parameter number**

Benzene (CAS 71-43-2) BENZENE

Benzo[a]pyrene (CAS 50-32-8) BENZO(A)PYRENE

Toluene (CAS 108-88-3) TOLUENE

**US - Minnesota Haz Subs: Listed substance**

Benzene (CAS 71-43-2) Listed.

Benzo[a]pyrene (CAS 50-32-8) Listed.

Naphthalene (CAS 91-20-3) Listed.

Toluene (CAS 108-88-3) Listed.

**US - New Jersey RTK - Substances: Listed substance**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

Toluene (CAS 108-88-3)

**US - North Carolina Toxic Air Pollutants: Listed substance**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Toluene (CAS 108-88-3)

**US - Pennsylvania RTK - Hazardous Substances: Special hazard**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

**US - Texas Effects Screening Levels: Listed substance**

Benzene (CAS 71-43-2) Listed.

Benzo[a]pyrene (CAS 50-32-8) Listed.

Naphthalene (CAS 91-20-3) Listed.

Petroleum distillates (CAS 68476-34-6) Listed.

Toluene (CAS 108-88-3) Listed.

**US - Washington Chemical of High Concern to Children: Listed substance**

Benzene (CAS 71-43-2)

Toluene (CAS 108-88-3)

**US. Massachusetts RTK - Substance List**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

Toluene (CAS 108-88-3)

**US. New Jersey Worker and Community Right-to-Know Act**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

Petroleum distillates (CAS 68476-34-6)

Toluene (CAS 108-88-3)

**US. Pennsylvania Worker and Community Right-to-Know Law**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

Petroleum distillates (CAS 68476-34-6)

Toluene (CAS 108-88-3)

**US. Rhode Island RTK**

Benzene (CAS 71-43-2)

Benzo[a]pyrene (CAS 50-32-8)

Naphthalene (CAS 91-20-3)

Toluene (CAS 108-88-3)

**US. California Proposition 65**

WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

**US - California Proposition 65 - CRT: Listed date/Carcinogenic substance**

Benzene (CAS 71-43-2) Listed: February 27, 1987

Benzo[a]pyrene (CAS 50-32-8) Listed: July 1, 1987

Naphthalene (CAS 91-20-3) Listed: April 19, 2002

**US - California Proposition 65 - CRT: Listed date/Developmental toxin**

Benzene (CAS 71-43-2) Listed: December 26, 1997

Toluene (CAS 108-88-3) Listed: January 1, 1991

**US - California Proposition 65 - CRT: Listed date/Male reproductive toxin**

Benzene (CAS 71-43-2) Listed: December 26, 1997

**Inventory status**

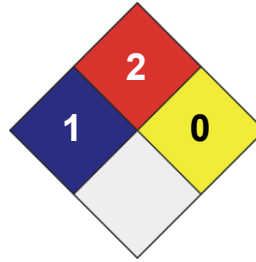
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

**16. Other Information**

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

<b>HEALTH</b>	* 1
<b>FLAMMABILITY</b>	2
<b>PHYSICAL HAZARD</b>	0
<b>PERSONAL PROTECTION</b>	X



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**Prepared by**

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**Other information**

This product has been classified in accordance with the hazard criteria of the Hazardous Products Regulations (SOR/2015-17) and the SDS contains all the information required by the HPR. For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.