

MA 18P 21121000000000000049  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 12/13/21

**Expiration Date:** 06/30/26

**Master Agreement Description:** Ultra Low Sulfur Diesel for MDOT Ferry Service

#### Buyer Information

Michelle Fournier	624-8868	ext.	Michelle.Fournier@maine.gov
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#### Issuer Information

Michelle Fournier	624-8868	ext.	Michelle.Fournier@maine.gov
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#### Requestor Information

Michelle Fournier	624-8868	ext.	Michelle.Fournier@maine.gov
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#### Agreement Reporting Categories

**Reason For Modification:** This amendment locks in 600,000 gallons of Ultra Low Sulfur Diesel for the MDOT Ferry Service at \$2.5543 per gallon and extends the agreement for the period 7-1-2025 to 6-30-2026.

#### Authorized Departments

17A	TRANSPORTATION
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### Vendor Information

**Vendor Line #:** 1

#### Vendor ID

VC1000022542

#### Vendor Name

DEAD RIVER CO, LLC

#### Alias/DBA

#### Vendor Address Information

PO BOX 467

SCARBOROUGH, ME 04070-0467  
US

Vendor Contact Information

DAVID LUCE  
207-712-6141 ext.  
david.luce@deadriver.com

Commodity Information

**Vendor Line #:** 1  
**Vendor Name:** DEAD RIVER CO, LLC  
**Commodity Line #:** 1  
**Commodity Code:** 40509  
**Commodity Description:** Diesel Fuel for Maine MDOT Ferry Service Boats  
**Commodity Specifications:** This amendment locks in 600,000 gallons of Ultra Low Sulfur Diesel locked in for MDOT Ferry Service at \$2.5543 per gallon for the period 7-1-2025 to 6-30-2026.  
See Dead River Fixed Price agreement (attached) for additional pricing terms.  
Gallons delivered in excess of the contract will be at the rate described in Fixed Price Agreement.  
**Commodity Extended Description:** Ultra Low Sulfur Diesel for MDOT Maine State Ferry Service per the specifications attached and made part of this MA.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	12/13/21	06/30/26
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

David Morris

3/27/2025

2A044AF5081F48Z...

Signature

Date

David Morris, Acting Chief Procurement Officer

DEAD RIVER CO, LLC

DocuSigned by:

David Luce

3/27/2025

CA7356C3CB7E4D3

Signature

Date

David Luce, Wholesale-Commercial Account Manager

**RIDERS**

	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Debarment Form
<input type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification
<input checked="" type="checkbox"/>	Dead River Fixed Price Agreement and Program Terms
<input checked="" type="checkbox"/>	Safety Data Sheet

**RIDER A**  
**Scope of Work and/or Specifications**  
**MA 21121000000000000049**

**Commodity:** Ultra Low Sulfur Diesel for Maine State Ferry Service

**Contract Term:** July 1, 2025 - June 30, 2026 (1 year extension)

**Vendor Contact Person:** 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

**Tel:** 207-712-6141

**Email:** [David.Luce@Deadriver.com](mailto:David.Luce@Deadriver.com)

**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.

**Quantities:** It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

**Ordering Procedures:** Delivery Orders (DO) will be created in AdvantageME for all orders. The DO will be emailed to the email address referenced on the MA as a .pdf file.

**Using Departments:** The primary using departments of this Master Agreement are: 17A

**Shipping Points:** The items covered by this MA may be requested for and expect to be shipped to various MDOT Ferries.

**Delivery:** 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.

### **Specifications**

**The vendor must meet or exceed the following specifications for the delivery of diesel to the Ferry Service throughout the duration of the contract:**

#### ULTRA LOW SULFUR OFF ROAD DIESEL FUEL 15PPM

Cetane minimum	45
Water and sediment	.05% maximum
Ash	.003% max preferred, not to exceed .01% max
Sulfur	.05% maximum
API gravity	34-36
Water and sediment % volume	.025% maximum
BTU Content	138,000/gal. minimum
Carbon residue on 10% bottoms	0.010% maximum
Bacteria and fungus	0 CFU/ml

Cloud point and pour point must be appropriate for the geographical area where the fuel will be used by the Department, for the season of year and ambient air temperature per A.S.T.M. D975 as a minimum.

The percentage blend of the winter fuel must be specified on the delivery ticket at time of delivery in addition to the listed requirements. The finished product must exhibit good filterability and shall be free of all foreign contaminants including, but not limited to, soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds.

**Pricing:** One year extension to lock in 600,000 gallons of Ultra Low Sulfur Diesel for the MDOT Ferry Service at \$2.5543 per gallon for the period 7-1-2025 to 6-30-2026. See Dead River Fixed Price agreement (attached) for additional pricing terms.

**Delivery Locations:** The State of Maine reserves the right to add or remove ferries from the schedule during the contract term.

**FOB Destination:** The price per gallon is 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 State of Maine is tax exempt however the price per gallon must also include any and all state, federal and local taxes and fees associated with the fuel.

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.

**OPIS Report:** An OPIS report for an order is required to be emailed to the above contact(s) by the contracted vendor documenting the rack price that the invoice is based on. An OPIS report must also be supplied upon request if asked for by the using Agency or the Division of Procurement Services.

**Reporting:** The vendor must provide the Division of Procurement Services with a monthly summary report including an annual year-to-date report total of actual deliveries made to each vessel during the previous quarter. Reports are due 15 days after the end of each month.

**Contaminated Fuel Delivery:** The vendor will be held liable for all costs associated with the removal and cleanup of a contaminated fuel delivery including but not limited to wrong fuel put in the tank and bad fuel. The vendor will also be liable for the costs of all repairs associated with the delivery.

**Spill Cleanup:** The vendor will be responsible for all costs associated with spilled fuel that occurs during delivery.

**Certificate of Liability Insurance (COI):** The selected vendor is required to provide an COI annually for the duration of the contract.

**Contaminated Fuel Delivery:** The vendor will be held liable for all costs associated with the removal and cleanup of a contaminated fuel delivery including but not limited to wrong fuel put in the tank and bad fuel. The vendor will also be liable for the costs of all repairs associated with the delivery.

**Spill Cleanup:** The vendor will be responsible for all costs associated with spilled fuel that occurs during delivery.

**Certificate of Liability Insurance (COI):** The vendor is required to provide an COI annually for the duration of contract.

### Estimated Gallons

SPECIFIC	ZIP CODE	#	TANK	EST
LOCATION	(5 digit)	OF	SIZE	ANNUAL
		TKS	(GLS)	USAGE
Capt Henry Lee	04653	Ferry	Sch Del	86,128
Margaret Chase Smith	04849	Ferry	Sch Del	91,508
Capt Charles Philbrook	04841	Ferry	Sch Del	102,684
Capt. Neal Burgess	04841	Ferry	Sch Del	88,768
Captain E. Frank Thompson	04841	Ferry	Sch Del	170,000
Governor Curtis	04841	Ferry	Sch Del	50,000

**Delivery Schedule:** Timing of fuel deliveries is critical to maintaining the ferry schedule for arrival and departure times. Therefore, deliveries must be on time.

#### FUELING MAINE STATE FERRY SERVICE VESSELS Schedule

#### FUELING MAINE STATE FERRY SERVICE VESSELS Schedule

Tuesday and Thursday	Capt. E. Frank Thompson	10:30 AM	At Rockland dock
Tuesday	Capt. Charles Philbrook	12:30 PM	At Rockland In Pen
Tuesday	Capt. Henry Lee	10:15 AM	At Bass Harbor Pen
Wednesday	Margaret Chase Smith	2:00 PM	At Lincolnville In Pen
Thursday	Capt. Neal Burgess	1:30 PM	At Rockland In Pen

Noted time above is when the vessel arrives at Rockland or its respective dock. This may vary depending on weather and traffic. There will be changes in schedule from summer to winter as indicated by our Ferry Service Schedule. Notice will be given to the vendor in advance of the seasonal schedule changes. Trips are occasionally cancelled due to the weather and if this occurs on a fueling day the fueling will take place the next day at the same time.



## STATE OF MAINE

### GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

- 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 “Office” shall refer to the State of Maine Office of State Procurement Services.
  - e. The term “Contractor”, “Vendor”, or “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” or “Agreement” 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 Contractor.
- 2. WARRANTY:** The Contractor 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 the Office, 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 Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor 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. The Office shall give written notice of observed defects with reasonable promptness.

**3. TAXES:** Contractor 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. Contractor agrees to accept and use tax exemption certificates when supplied by the Office as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Office 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 the Office.

**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 Contractor's deliveries fail to meet such schedule, the Office, 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 Contractor. Articles fabricated beyond the Office's releases are at Contractor's risk. Contractor 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 the Office'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 Contractor 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 the Office. If the Contractor'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 Contractor 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 Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party 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. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**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. The Office, 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 Contractor's expense. The Office 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 Contractor agrees to reimburse the Office for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor'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 the Office.

**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 the Office.

**9. ALTERATIONS:** The Office 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 Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor 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:** The Office may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor 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 the Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or

subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Office 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. The Office 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 Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Office's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Office shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Office to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. 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.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Office.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

**22. 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 - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

**23. 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.

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.

RIDER C  
EXCEPTIONS

N/A


## Debarment, Performance, and Non-Collusion 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
<small>DocuSigned by:</small>	
Authorized Signature:  <small>CA7356C3CB7E4D3...</small>	Date: 3/27/2025



**FIXED PRICE AGREEMENT  
DYED ULTRA-LOW SULFUR DIESEL  
MAINE STATE FERRY SERVICE**

Date: October 29th, 2024

Account No: 1349626

Dead River Company, LLC ("DRC") agrees to sell, and State of Maine, Department of Administrative and Financial Services ("Customer") agrees to purchase 600,000 gallons of Ultra-low sulfur diesel ("Committed Gallons") for the period of July 1<sup>st</sup>, 2025, through June 30<sup>th</sup>, 2026 ("Contract Period") to be delivered at various locations (See page 3 for locations).

The fixed price per gallon ("Contract Price") is \$2.5543 per gallon (including all taxes except sales, use, or new taxes) for a total amount of \$1,532,580.00.

This Contract ("Contract") provides that Dead River Company ("DRC") will sell, and the above-named customer ("You") will buy exclusively from DRC, the gallons of product shown above ("Committed Gallons") for the period shown above ("Contract Period") at the fixed price shown above, including all taxes except sales and use tax ("Contract Price"), to be delivered at the following address(es) shown above under the following conditions:

**1.** All gallons delivered will be temperature compensated.

**2. Requirements and Purchase Obligation:** You agree to purchase from DRC ALL requirements of the fuel type indicated for the Contract Period and shall not purchase from any other source during such period. The price of any fuel purchased more than the Committed Gallons will be reflected in the pricing addendum.

**3. Payment Terms Service and Equipment:** Charges to your account beyond the fuel charges described above (for example, for service or equipment purchases) shall be paid in full within 30 days of an approved invoice.

**4. Automatic Delivery:** DRC will deliver to the addresses listed above automatically, based upon projections calculated from historical consumption and weather. You should notify DRC of any changes in consumption expectations. Automatic delivery will continue after the term of the Contract Period. Also, please keep the path to the fill location clear for DRC's driver.



**5. Limitation of Liability:** DRC shall not be liable for any indirect or consequential damages whatsoever. Furthermore, DRC shall not be liable for damages incurred because of failure or delay in delivery of fuel as a result of circumstances beyond DRC's control, including but not limited to, force majeure, supplier interruptions, government mandated allocation, your failure to notify DRC of consumption changes, or your failure to keep the fill location clear.

**6. New Taxes:** The Contract Price set forth above may be increased by an amount equal to the increment of new taxes imposed on fuel sales not in effect at the time this Agreement was made.

**7. Termination by DRC:** DRC may terminate this Agreement and pursue legal remedies if you breach this Agreement in any way, including failing to pay for goods and services and/or the Committed Gallons covered by this Agreement, and/or by notifying DRC that you do not intend to fulfill the purchase requirements in paragraph 2, DRC may elect to cease deliveries and pursue damages and/or Liquidated Damages as set forth in the Special Terms and Conditions addendum.

**8. Damages, and Liquidated Damages:** See addendum

**9. NOTICE OF PRICE RISK TO CONSUMER:** The fixed price in this Agreement is based upon market conditions prevailing at the time of signing. You understand and agree that the price is fixed for the season regardless of whether market price goes up or down. You agree to all the Committed Gallons regardless of weather conditions reducing your fuel requirements.

**10. Downside Protection Option:** If a Downside Protection fee is indicated in the Program Terms, you will pay the lower of DRC's standard daily retail price or the Fixed Rate Per Gallon for the Covered Gallons. If there is no downside protection fee indicated above, you have declined to purchase downside protection and will be charged the Fixed Rate Per Gallon for the Covered Gallons. Please initial indicating Your acceptance of the downside protection program: DS (shall initial)

**11. Fixed Price Contract Compliance:** DRC's performance is secured by fixed price contracts and inventory in compliance with ME - 10 M.R.S.A. 1110(2), NH - R.S.A. §339:79, and VT - 9 V.S.A. §2461(e).

**12. Gallons in Excess of Contract:** For gallons more than contract, please see schedule below:

Bangor, Maine OPIS rack average pricing on the day the product was lifted for delivery to the ferry terminal plus: **\$3800.**

**13. THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT IS NOT BINDING UNLESS A SIGNED COPY IS RECEIVED BY DRC BY THE DEADLINE SPECIFIED ABOVE.**

**DEAD RIVER COMPANY, LLC**

**STATE OF MAINE**

**By:** *David R. Luce-WCAM*

**By:**  DocuSigned by:  
David Morris  
2A644AF5681F482...

**Name:** David Luce

**Name:** David Morris

**Title:** Wholesale-Commercial Account Manager

**Title:** Acting Chief Procurement Officer

**Date:** October 29th, 2024

**Date:** 3/27/2025

SPECIFIC	ZIP CODE	#	TANK	EST
LOCATION	(5 digit)	OF	SIZE	ANNUAL
		TKS	(GLS)	USAGE
Capt. Henry Lee	04653	Ferry	Sch Del	86,128
Margaret Chase Smith	04849	Ferry	Sch Del	91,508
Capt. Charles Philbrook	04841	Ferry	Sch Del	102,648
Capt. Neal Burgess	04841	Ferry	Sch Del	88,768
Capt. E. Frank Thompson	04841	Ferry	Sch Del	170,000
Governor Curtis	04841	Ferry	Sch Del	50,000

**Dead River Company, LLC (DRC) "Program Terms" and "Terms and Conditions" Document  
(hereinafter "Agreement")  
between DRC and the State of Maine**

- 1) If by June 30<sup>th</sup>, 2026, the State of Maine appears to not be in a position to utilize the dyed, ultra-low sulfur diesel (ULSD) gallons covered in the above-named Agreement, the Parties agree to discuss alternative resolutions to any Damages set forth in the above-named Agreement, or as set forth below.
- 2) If a volume shortfall results in actual financial damages to DRC, the State of Maine agrees to compensate DRC for 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 \$2.2000.
- 3) Per Paragraph 2 above, in the event that Dead River is able to resell the State of Maine's volume shortfall gallons at a price higher than its initial purchase price, and therefore not experience any actual financial damages, then Dead River shall provide the State of Maine with an account credit in an amount matching the monetary benefit received from the sale of Maine's unused gallon commitment.
- 4) 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.

DEAD RIVER COMPANY

By:   
CA7356C3CB7E4D3...

Name: David Luce

Title: WCAM

Date: 3/27/2025

STATE OF MAINE

By:   
2A644AF5681F482...

Name: David Morris

Title: Acting Chief Procurement Officer

Date: 3/27/2025

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### SECTION 1: Identification

**Product identifier**

Product name: #3360

**Recommended use of the product and restriction on use****Relevant identified uses:** Not determined or not applicable.**Uses advised against:** Not determined or not applicable.**Reasons why uses advised against:** Not determined or not applicable.**Manufacturer or supplier details****Manufacturer:****United States**

ET Products LLC

747 Douglas Road

Bremen, IN 46506

800-325-5746

**Emergency telephone number:****United States**

Chemtrec

800-424-9300 (24/7)

### SECTION 2: Hazard(s) identification

**GHS classification:**

Skin irritation, category 2

Eye irritation, category 2A

Aspiration hazard, category 1

Flammable liquids, category 3

Carcinogenicity, category 2

Reproductive toxicity, category 2

Specific target organ toxicity - single exposure, category 1

Specific target organ toxicity - single exposure, category 3, respiratory tract irritation

Specific target organ toxicity - single exposure, category 3, narcotic effects

Specific target organ toxicity - repeated exposure, category 1

**Label elements****Hazard pictograms:****Signal word:** Danger**Hazard statements:**

H226 Flammable liquid and vapor

H315 Causes skin irritation

H319 Causes serious eye irritation

H304 May be fatal if swallowed and enters airways

H351 Suspected of causing cancer

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H361 Suspected of damaging fertility or the unborn child  
 H370 Causes damage to organs  
 H335 May cause respiratory irritation  
 H336 May cause drowsiness or dizziness  
 H372 Causes damage to organs through prolonged or repeated exposure

**Precautionary statements:**

P264 Wash thoroughly after handling  
 P280 Wear protective gloves/protective clothing/eye protection/face protection  
 P210 Keep away from heat/sparks/open flames/hot surfaces. No smoking  
 P233 Keep container tightly closed  
 P240 Ground/bond container and receiving equipment  
 P241 Use explosion-proof electrical/ ventilating/ lighting/ equipment  
 P242 Use only non-sparking tools  
 P243 Take precautionary measures against static discharge  
 P201 Obtain special instructions before use  
 P202 Do not handle until all safety precautions have been read and understood  
 P260 Do not breathe dust/fume/gas/mist/vapors/spray  
 P270 Do not eat, drink or smoke when using this product  
 P261 Avoid breathing dust/fume/gas/mist/vapors/spray  
 P271 Use only outdoors or in a well-ventilated area  
 P302+P352 IF ON SKIN: Wash with plenty of water/  
 P321 Specific treatment (see supplemental first aid instructions on this label)  
 P332+P313 If skin irritation occurs: Get medical advice/attention  
 P362 Take off contaminated clothing and wash it before reuse  
 P305+P351+P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing  
 P337+P313 If eye irritation persists: Get medical advice/attention  
 P331 Do NOT induce vomiting  
 P301+P310 IF SWALLOWED: Immediately call a POISON CENTER/doctor  
 P303+P361+P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower  
 P370+P378 In case of fire: Use alcohol-resistant foam to extinguish  
 P308+P313 IF exposed or concerned: Get medical advice/attention  
 P307+P311 IF exposed: Call a POISON CENTER or doctor/physician  
 P304+P340 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing  
 P314 Get medical advice/attention if you feel unwell  
 P405 Store locked up  
 P403+P235 Store in a well-ventilated place. Keep cool  
 P403+P233 Store in a well-ventilated place. Keep container tightly closed  
 P501 Dispose of contents/container in accordance with local regulations

**Hazards not otherwise classified:** None**SECTION 3: Composition/information on ingredients**

Identification	Name	Weight %
CAS number: 108-38-3	m-Xylene	12.25-23.9 2
CAS number: 106-42-3	p-Xylene	3.5-10.4

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CAS number: 100-41-4	Ethyl Benzene	3.5-9.976
CAS number: 108-88-3	Toluene	<0.2792
CAS number: 64742-94-5	Solvent naphtha (petroleum), heavy arom.	4.9118-33.0518
CAS number: 104-51-8	Butylbenzene	<0.44
CAS number: 526-73-8	Benzene, 1,2,3-trimethyl-	0.032-1.29
CAS number: 95-63-6	1, 2, 4-Trimethylbenzene	0.384-4.076
CAS number: 1074-43-7	3-Propyltoluene	<1.32
CAS number: 95-93-2	1,2,4,5-Tetramethylbenzene	<2.2
CAS number: 91-20-3	Naphthalene	0.251-3.1838
CAS number: 527-53-7	1,2,3,5-Tetramethylbenzene	<3.3
CAS number: 64742-95-6	Solvent naphtha (petroleum), light arom.	0.824-10.918
CAS number: 25551-13-7	Trimethylbenzene	0.828-3.694
CAS number: 1330-20-7	Xylene	0.028-0.6826
CAS number: 98-82-8	Cumene	0.028-0.2748
CAS number: 25155-15-1	Cymene	0.014-0.0936
CAS number: 108-05-4	Vinyl Acetate	<0.0238
CAS number: 71-43-2	Benzene	<0.00034
CAS number: N/A	Non Hazardous Additives (Proprietary)	<5.88
CAS number: 111-77-3	Diethylene Glycol Methyl Ether	5.94-9
CAS number: 178535-25-6	Benzene, ethylenated residues, distn. lights	0.1118-0.2518

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CAS number: 102-25-0	1,3,5-triethylbenzene	0.0024-0.0838
CAS number: N/A	Alkylphenol	0.128-0.574
CAS number: 65996-63-6	Starch, acid-hydrolyzed	0.016-0.4656
CAS number: 108-67-8	Mesitylene	0.032-0.19
CAS number: 25340-17-4	Diethylbenzene	<0.0384

**Additional Information:** None**SECTION 4: First aid measures****Description of first aid measures****General notes:**

Show this Safety Data Sheet to the doctor in attendance.

**After inhalation:**

If inhaled, remove person to fresh air and place in a position comfortable for breathing. Keep person at rest. If breathing is difficult, administer oxygen. If breathing has stopped, provide artificial respiration. If symptoms develop or persist, seek medical advice/attention.

**After skin contact:**

Remove contaminated clothing and shoes. Rinse skin with copious amounts of water [shower] for several minutes. Launder contaminated clothing before reuse. If symptoms develop or persist, seek medical advice/attention.

**After eye contact:**

Rinse eyes with plenty of gently flowing lukewarm water for 15 minutes. Remove contact lenses if present and easy to do so. Protect unexposed eye. If symptoms develop or persist, seek medical advice/attention.

**After swallowing:**

This product presents an aspiration hazard. If aspiration is suspected, seek emergency medical treatment. If swallowed, DO NOT induce vomiting unless told to do so by a physician or poison control center. Rinse mouth with water. Never give anything by mouth to an unconscious person. If spontaneous vomiting occurs, place on the left side with head down to prevent aspiration of liquid into the lungs. If symptoms develop or persist, seek medical advice/attention.

**Most important symptoms and effects, both acute and delayed****Acute symptoms and effects:**

Symptoms may include redness, pain, burning and inflammation.

May be fatal if swallowed and enters airways. Aspiration may cause pulmonary edema and pneumonitis. Symptoms may include shortness of breath, dry cough and irritation of the nose, eyes, lips, mouth and throat.

Product is highly flammable and may cause physical injury.

Causes damage to organs.

May cause respiratory irritation.

May cause drowsiness or dizziness.

**Delayed symptoms and effects:**

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Effects are dependent on exposure (dose, concentration, contact time).

Symptoms of pulmonary edema may be delayed.

Suspected of causing cancer.

Long term exposure may affect fertility. Symptoms include, but are not limited to: menstrual problems, altered sexual behavior/fertility/ and pregnancy outcome. Long term exposure may also affect development of the unborn child. Symptoms include, but are not limited to: intrauterine growth retardation, pre-term birth, birth defects and postnatal death.

Causes damage to organs through prolonged or repeated exposure.

### Immediate medical attention and special treatment

#### Specific treatment:

Not determined or not applicable.

#### Notes for the doctor:

Treat symptomatically.

## SECTION 5: Firefighting measures

### Extinguishing media

#### Suitable extinguishing media:

Alcohol- resistant foam

#### Unsuitable extinguishing media:

High- volume water jet

### Specific hazards during fire-fighting:

Evacuate all personnel to a predetermined safe location, no less than 2,500 feet in all directions. Can explode or detonate under fire conditions. Burning material may produce toxic vapors.

### Special protective equipment for firefighters:

Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA)

### Special precautions:

Avoid inhaling gases, fumes, mist, dust, vapor or aerosols. Avoid contact with eyes, skin, hair or clothing. Eliminate all sources of ignition, heat, flames and other sources of heat

## SECTION 6: Accidental release measures

### Personal precautions, protective equipment and emergency procedures:

Evacuate personnel to safe areas. Do not breathe vapors or spray mist. Remove all sources of ignition. Wear a positive-pressure supplied-air respirator, flame retardant antistatic protective clothing. Shut off leaks if without risk. Keep people away from and upwind of spill/leak.

For personal protection see section 8

### Environmental precautions:

Contain or absorb leaking liquid with sand or earth, consults an expert. Prevent liquid entering sewers, basements and work pits. If substance has entered a water course or sewer or contaminated soil, advise police.

Keep material out of lakes, streams, ponds, and sewer drains.

### Methods and material for containment and cleaning up:

Clean and neutralize spill area, tools and equipment by washing with water and soap. Absorb and add to the collected waste. Waste must be classified and labeled prior to recycling or disposal. Dispose of waste as indicated in Section 13.

Dispose of waste as indicated in Section 13.



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### Reference to other sections:

For further information refer to section 7 and section 13.

## SECTION 7: Handling and storage

### Precautions for safe handling:

Avoid contact with skin, eyes, and clothing. Follow good hygiene procedures when handling chemical materials. Refer to Section 8. Follow proper disposal methods. Refer to Section 13. Do not eat, drink, smoke, or use personal products when handling chemical substances.

### Conditions for safe storage, including any incompatibilities:

Store in a cool, dry, well ventilated place. Store away from sources of heat or ignition. Store away from incompatible materials described in Section 10. Keep containers closed when not in use

## SECTION 8: Exposure controls/personal protection

Only those substances with limit values have been included below.

### Occupational Exposure limit values:

Country (Legal Basis)	Substance	Identifier	Permissible concentration
ACGIH	m-Xylene	108-38-3	8-Hour TWA: 100 ppm (TLV-TWA)
	m-Xylene	108-38-3	15-Minute STEL: 150 ppm
	p-Xylene	106-42-3	8-Hour TWA: 100 ppm (TLV-TWA)
	p-Xylene	106-42-3	15-Minute STEL: 150 ppm
	Toluene	108-88-3	TWA: 20 ppm
	Solvent naphtha (petroleum), heavy arom.	64742-94-5	8-Hour TWA: 200 mg/m <sup>3</sup>
	Benzene, 1,2,3-trimethyl-	526-73-8	TWA: 25 ppm
	Benzene, 1,2,3-trimethyl-	526-73-8	TWA Exposure Limit Value: 25 ppm (8-Hour)
	1, 2, 4-Trimethylbenzene	95-63-6	8-Hour TWA: 25 ppm
	Naphthalene	91-20-3	TWA: 10 ppm
	Naphthalene	91-20-3	STEL: 15 ppm
	Trimethylbenzene	25551-13-7	Daily Exposure Limit: 25 ppm (TLV-TWA)
	Xylene	1330-20-7	TWA: 100 ppm
	Xylene	1330-20-7	STEL: 150 ppm
	Cumene	98-82-8	TWA: 50 ppm
	Vinyl Acetate	108-05-4	8-Hour TWA: 10 ppm (TLV-TWA)
	Vinyl Acetate	108-05-4	15-Minute STEL: 15 ppm
	Benzene	71-43-2	8-Hour TWA: 0.5 ppm
	Benzene	71-43-2	15-Minute STEL: 2.5 ppm
	Mesitylene	108-67-8	8-Hour TWA: 25 ppm
NIOSH	m-Xylene	108-38-3	REL: 435 mg/m <sup>3</sup> (100 ppm)
	m-Xylene	108-38-3	STEL: 655 mg/m <sup>3</sup> (150 ppm)
	p-Xylene	106-42-3	REL: 435 mg/m <sup>3</sup> (100 ppm)
	p-Xylene	106-42-3	STEL: 655 mg/m <sup>3</sup> (150 ppm)
	Ethyl Benzene	100-41-4	REL: 435 mg/m <sup>3</sup> ((TWA) (100 ppm))

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Country (Legal Basis)	Substance	Identifier	Permissible concentration
	Ethyl Benzene	100-41-4	STEL: 125 ppm
	Toluene	108-88-3	TWA: 375 mg/m <sup>3</sup> (100 ppm)
	Toluene	108-88-3	STEL: 560 mg/m <sup>3</sup> (150 ppm)
	Solvent naphtha (petroleum), heavy arom.	64742-94-5	REL: 100 mg/m <sup>3</sup> (NIOSH Recommended exposure limit REL [for up to a 10-hour workday during a 40-hour workweek])
	Benzene, 1,2,3-trimethyl-	526-73-8	REL: 25 ppm
	Benzene, 1,2,3-trimethyl-	526-73-8	REL: 125 mg/m <sup>3</sup>
	Benzene, 1,2,3-trimethyl-	526-73-8	REL: 125 mg/m <sup>3</sup> ([for up to a 10-hour workday during a 40-hour workweek])
	Benzene, 1,2,3-trimethyl-	526-73-8	REL: 25 ppm ([for up to a 10-hour workday during a 40-hour workweek])
	1, 2, 4-Trimethylbenzene	95-63-6	REL: 25 ppm
	1, 2, 4-Trimethylbenzene	95-63-6	REL: 125 mg/m <sup>3</sup>
	Naphthalene	91-20-3	TWA: 10 ppm
	Naphthalene	91-20-3	TWA: 50 mg/m <sup>3</sup>
	Naphthalene	91-20-3	STEL: 15 ppm
	Naphthalene	91-20-3	STEL: 75 mg/m <sup>3</sup>
	Solvent naphtha (petroleum), light arom.	64742-95-6	REL: 100 ppm (10-hour workday during a 40-hour workweek)
	Trimethylbenzene	25551-13-7	REL: 125 mg/m <sup>3</sup> (25 ppm)
	Xylene	1330-20-7	REL: 435 mg/m <sup>3</sup>
	Xylene	1330-20-7	REL: 100 ppm
	Xylene	1330-20-7	REL: 655 mg/m <sup>3</sup>
	Xylene	1330-20-7	REL: 150 ppm
	Cumene	98-82-8	REL: 50 ppm
	Vinyl Acetate	108-05-4	Ceiling Limit: 15 mg/m <sup>3</sup> (4 ppm)
	Benzene	71-43-2	REL: 0.1 ppm
	Benzene	71-43-2	STEL: 1 ppm
	Benzene	71-43-2	IDLH: 500 ppm
	Benzene, ethylenated residues, distn. lights	178535-25-6	REL: 400 mg/m <sup>3</sup> (100 ppm)
	Benzene, ethylenated residues, distn. lights	178535-25-6	IDLH: 1000 ppm
	Mesitylene	108-67-8	REL: 25 ppm
	Mesitylene	108-67-8	REL: 125 mg/m <sup>3</sup>
OSHA	m-Xylene	108-38-3	TWA: 435 mg/m <sup>3</sup> (100 ppm)
	m-Xylene	108-38-3	STEL: 655 mg/m <sup>3</sup> (150 ppm)
	p-Xylene	106-42-3	TWA: 435 mg/m <sup>3</sup> (100 ppm)
	p-Xylene	106-42-3	STEL: 655 mg/m <sup>3</sup> (150 ppm)
	Ethyl Benzene	100-41-4	PEL: 435 mg/m <sup>3</sup> ((TWA) (100 ppm))
	Benzene, 1,2,3-trimethyl-	526-73-8	TWA: 125 mg/m <sup>3</sup>

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Country (Legal Basis)	Substance	Identifier	Permissible concentration
	Benzene, 1,2,3-trimethyl-	526-73-8	TWA: 25 ppm
	1, 2, 4-Trimethylbenzene	95-63-6	TWA: 25 ppm
	1, 2, 4-Trimethylbenzene	95-63-6	TWA: 125 mg/m <sup>3</sup>
	Naphthalene	91-20-3	TWA: 10 ppm
	Naphthalene	91-20-3	TWA: 50 mg/m <sup>3</sup>
	Trimethylbenzene	25551-13-7	REL: 125 mg/m <sup>3</sup> (25 ppm)
	Xylene	1330-20-7	TWA: 435 mg/m <sup>3</sup>
	Xylene	1330-20-7	PEL: 100 ppm
	Xylene	1330-20-7	STEL: 150 ppm
	Xylene	1330-20-7	STEL: 655 mg/m <sup>3</sup>
	Cumene	98-82-8	8-Hour TWA-PEL: 50 ppm
	Vinyl Acetate	108-05-4	TWA: 30 mg/m <sup>3</sup> (10 ppm)
	Vinyl Acetate	108-05-4	STEL: 60 mg/m <sup>3</sup> (20 ppm)
	Benzene	71-43-2	TWA: 1 ppm
	Benzene	71-43-2	STEL: 5 ppm
	Benzene, ethylenated residues, distn. lights	178535-25-6	TWA: 400 mg/m <sup>3</sup> (100 ppm)
	Mesitylene	108-67-8	TWA: 25 ppm
	Mesitylene	108-67-8	TWA: 125 mg/m <sup>3</sup>
United States	Toluene	108-88-3	PEL: 300 ppm (Ceiling)
	Toluene	108-88-3	PEL: 200 ppm (TWA)
	Toluene	108-88-3	PEL: 500 ppm (Peak 10 mins)
	Solvent naphtha (petroleum), light arom.	64742-95-6	PEL: 100 ppm (OSHA Z-1 PEL: 100 ppm / 400 mg/m <sup>3</sup> .)
United States(California)	Naphthalene	91-20-3	PEL: 0.1 ppm
	Naphthalene	91-20-3	PEL: 0.5 mg/m <sup>3</sup>
WEEL	Diethylbenzene	25340-17-4	8-Hour TWA: 5 ppm

### Biological limit values:

No biological exposure limits noted for the ingredient(s).

### Information on monitoring procedures:

Not determined or not applicable.

### Appropriate engineering controls:

Effective ventilation in all processing areas.

Use local exhaust ventilation to maintain airborne concentrations below the TLV.

### Personal protection equipment

#### Eye and face protection:

Safety goggles or safety glasses with side shields

#### Skin and body protection:

Impervious clothing, Chemical resistant gloves, Impervious gloves

#### Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory protection

### General hygienic measures:

Handle in accordance with good industrial hygiene and safety measures. Wash hands and face after

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handling chemical products. Wash hands before eating, drinking and smoking. Wash hands at the end of the workday. Appropriate techniques should be applied to remove contaminated clothing and shoes. Wash contaminated clothing before reuse.

### SECTION 9: Physical and chemical properties

#### Information on basic physical and chemical properties

<b>Appearance</b>	Clear, Amber liquid
<b>Odor</b>	Characteristic Solvent Odor
<b>Odor threshold</b>	Not determined or not available.
<b>pH</b>	Not determined or not available.
<b>Melting point/freezing point</b>	Not determined or not available.
<b>Initial boiling point/range</b>	Not determined or not available.
<b>Flash point (closed cup)</b>	>116F
<b>Evaporation rate</b>	Not determined or not available.
<b>Flammability (solid, gas)</b>	Not determined or not available.
<b>Upper flammability/explosive limit</b>	Not determined or not available.
<b>Lower flammability/explosive limit</b>	Not determined or not available.
<b>Vapor pressure</b>	Not determined or not available.
<b>Vapor density</b>	Not determined or not available.
<b>Density</b>	Not determined or not available.
<b>Relative density</b>	0.85-0.94
<b>Solubilities</b>	Not determined or not available.
<b>Partition coefficient (n-octanol/water)</b>	Not determined or not available.
<b>Auto/Self-ignition temperature</b>	Not determined or not available.
<b>Decomposition temperature</b>	Not determined or not available.
<b>Dynamic viscosity</b>	Not determined or not available.
<b>Kinematic viscosity</b>	<20.5mm <sup>2</sup> /s@40C
<b>Explosive properties</b>	Not determined or not available.
<b>Oxidizing properties</b>	Not determined or not available.

#### Other information

### SECTION 10: Stability and reactivity

#### Reactivity:

Stable and non-reactive under normal conditions of use, storage and transport.

#### Chemical stability:

Stable under recommended handling and storage conditions.

#### Possibility of hazardous reactions:

No dangerous reaction known under conditions of normal use.

#### Conditions to avoid:

Avoid heat, sparks, open flames and other ignition sources. Contact with incompatible materials.

#### Incompatible materials:

Strong oxidizing agents, Strong bases, Strong Acids, Amines.

#### Hazardous decomposition products:

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Carbon oxides (COx).

**SECTION 11: Toxicological information****Acute toxicity****Assessment:** Based on available data, the classification criteria are not met.**Product data:** No data available.**Substance data:**

Name	Route	Result
m-Xylene	inhalation	LC50 Rat: 57922 mg/L (4 Hrs)
p-Xylene	inhalation	LC50 Rat: 57922 mg/L (4 Hrs)
Ethyl Benzene	inhalation	LC50 Rat: 4000 ppmV (4 h)
	oral	LD50 Rat: 5460 mg/kg
	dermal	LD50 Rabbit: 17,800 mg/kg
Toluene	oral	LD50 Rat: 5000 mg/kg
	dermal	LD50 Rabbit: 12,000 mg/kg
	inhalation	LC50 Rat: 25.7 mg/L
Solvent naphtha (petroleum), heavy arom.	oral	LD50 Rat: >5000 mg/kg
1, 2, 4-Trimethylbenzene	inhalation	LC50 Rat: 18,000 mg/m <sup>3</sup>
	oral	LD50 Rat: 6000 mg/kg
1,2,4,5-Tetramethylbenzene	oral	LD50 Rat: 6989 mg/kg
Naphthalene	oral	LD50 Mouse: 316 mg/kg
1,2,3,5-Tetramethylbenzene	oral	LD50 Rat: 5157 mg/kg
Xylene	dermal	LD50 Rabbit: 1700 mg/kg
	inhalation	LC50 Rat: 5000 ppmV (4 h)
	oral	LD50 Mouse: 5251 mg/kg
Cumene	oral	LD50 Mouse: 12,750 mg/kg
	dermal	LD50 Rabbit: 10,600 mg/kg
Mesitylene	oral	LD50 Rat: 6000 mg/kg
	inhalation	LC50 Rat: 10200 mg/m <sup>3</sup>

**Skin corrosion/irritation****Assessment:**

Causes skin irritation.

**Product data:**

No data available.

**Substance data:**

Name	Result
m-Xylene	Causes skin irritation.
p-Xylene	Causes skin irritation.
Toluene	Causes skin irritation.
Butylbenzene	Causes skin irritation.
Benzene, 1,2,3-trimethyl-	Causes skin irritation.
1, 2, 4-Trimethylbenzene	Causes skin irritation.

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Name	Result
Trimethylbenzene	Causes skin irritation.
Xylene	Causes skin irritation.
Benzene	Causes skin irritation.
Benzene, ethylenated residues, distn. lights	Causes skin irritation
1,3,5-triethylbenzene	Causes skin irritation.
Mesitylene	Causes skin irritation.
Diethylbenzene	Causes skin irritation.

**Serious eye damage/irritation****Assessment:**

Causes serious eye irritation.

**Product data:**

No data available.

**Substance data:**

Name	Result
m-Xylene	Causes serious eye irritation.
p-Xylene	Causes serious eye irritation.
Butylbenzene	Causes serious eye irritation
Benzene, 1,2,3-trimethyl-	Causes serious eye irritation.
1, 2, 4-Trimethylbenzene	Causes serious eye irritation.
1,2,3,5-Tetramethylbenzene	Irritating effect on the eyes.
Trimethylbenzene	Causes serious eye irritation.
Benzene	Causes serious eye irritation.
Benzene, ethylenated residues, distn. lights	Causes serious eye irritation.
1,3,5-triethylbenzene	Causes serious eye irritation.
Mesitylene	Causes serious eye irritation.

**Respiratory or skin sensitization****Assessment:** Based on available data, the classification criteria are not met.**Product data:**

No data available.

**Substance data:** No data available.**Carcinogenicity****Assessment:**

Suspected of causing cancer.

**Product data:** No data available.**Substance data:**

Name	Species	Result
Naphthalene		May cause cancer.
Solvent naphtha (petroleum), light arom.	Not applicable.	Component may cause cancer.

**International Agency for Research on Cancer (IARC):**

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Name	Classification
Ethyl Benzene	Group 2B
Toluene	Group 3
Naphthalene	Group 2B
Xylene	Group 3
Cumene	Group 2B

**National Toxicology Program (NTP):**

Name	Classification
Naphthalene	Reasonably anticipated to be human carcinogens
Cumene	Reasonably anticipated to be human carcinogens

**Germ cell mutagenicity****Assessment:** Based on available data, the classification criteria are not met.**Product data:**

No data available.

**Substance data:**

Name	Result
Solvent naphtha (petroleum), light arom.	May cause genetic defects.
Benzene	May cause genetic defects.

**Reproductive toxicity****Assessment:**

Suspected of damaging fertility or the unborn child.

**Product data:**

No data available.

**Substance data:**

Name	Result
Toluene	Suspected of damaging the unborn child.
Diethylene Glycol Methyl Ether	Suspected of damaging fertility or the unborn child.

**Specific target organ toxicity (single exposure)****Assessment:**

Causes damage to organs.

May cause respiratory irritation.

May cause drowsiness or dizziness.

**Product data:**

No data available.

**Substance data:**

Name	Result
m-Xylene	May cause respiratory irritation.
p-Xylene	May cause respiratory irritation.
Ethyl Benzene	Specific Target Organ Toxicity, Repeated Exposure - May cause damage to hearing organs through prolonged or repeated exposure.
Toluene	May cause drowsiness or dizziness.
1, 2, 4-Trimethylbenzene	May cause respiratory irritation.

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Name	Result
Cumene	May cause respiratory irritation to the upper respiratory tract via inhalation exposure.
Vinyl Acetate	May cause respiratory irritation.
Mesitylene	May cause respiratory irritation.

**Specific target organ toxicity (repeated exposure)****Assessment:**

Causes damage to organs through prolonged or repeated exposure.

**Product data:**

No data available.

**Substance data:**

Name	Result
Toluene	May cause damage to organs through prolonged or repeated exposure.
Benzene	Causes damage to Haematopoietic system through prolonged or repeated inhalation and oral exposure.

**Aspiration toxicity****Assessment:**

May be fatal if swallowed and enters airways.

**Product data:**

No data available.

**Substance data:**

Name	Result
m-Xylene	May be fatal if swallowed and enters airways.
p-Xylene	May be fatal if swallowed and enters airways.
Toluene	May be fatal if swallowed and enters airways.
Solvent naphtha (petroleum), heavy arom.	May be fatal if swallowed and enters airways.
Cumene	May be fatal if swallowed and enters airways.
Cymene	May be fatal if swallowed and enters airways.
Benzene	May be fatal if swallowed and enters airways.
Mesitylene	Maybe fatal if swallowed and enters airways.
Diethylbenzene	May be fatal if swallowed and enters airways.

**Information on likely routes of exposure:**

No data available.

**Symptoms related to the physical, chemical and toxicological characteristics:**

No data available.

**Other information:**

No data available.

**SECTION 12: Ecological information****Acute (short-term) toxicity****Assessment:** Based on available data, the classification criteria are not met.**Product data:** No data available.**Substance data:**



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Name	Result
Naphthalene	LC50 Opossum Shrimp: 0.85 mg/L (96h)

**Chronic (long-term) toxicity****Assessment:** Based on available data, the classification criteria are not met.**Product data:** No data available.**Substance data:**

Name	Result
1, 2, 4-Trimethylbenzene	LC50 Pimephales promelas: 7.72 mg/L (96h)
Cumene	LC50 Cyprinodon variegatus: 4.7 mg/L (96 hr)
	EC50 Daphnia magna: 2.14 mg/L (48 hr)

**Persistence and degradability****Product data:** No data available.**Substance data:**

Name	Result
p-Xylene	Readily biodegradable.
Toluene	Readily biodegradable in water.
1, 2, 4-Trimethylbenzene	Readily biodegradable, but failing 10-day window.
Xylene	Readily biodegradable in water.
Cumene	Readily biodegradable in water.
Benzene	Readily biodegradable.
Mesitylene	Readily biodegradable but failing 10-day window.

**Bioaccumulative potential****Product data:** No data available.**Substance data:**

Name	Result
p-Xylene	BCF: 25.9
Toluene	BCF: 90
Xylene	BCF: >8.1 - <25.9
Cumene	Calculated BCF: 94.69 L/kg (low potential for bioconcentration is to be expected)

**Mobility in soil****Product data:** No data available.**Substance data:**

Name	Result
Toluene	Moderately Mobile (Calculated Koc: 205)
1, 2, 4-Trimethylbenzene	Slightly Mobile (log Koc: 3.04)
Xylene	Moderately Mobile (Log Koc: 2.73)
Cumene	Moderately Mobile (Calculated log Koc: 2.946)

**Other adverse effects:** No data available.**SECTION 13: Disposal considerations****Disposal methods:**

It is the responsibility of the waste generator to properly characterize all waste materials according to applicable regulatory entities

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**Contaminated packages:**

Not determined or not applicable.

**SECTION 14: Transport information****United States Transportation of dangerous goods (49 CFR DOT)**

<b>UN number</b>	NA 1993
<b>UN proper shipping name</b>	Combustible liquid, n.o.s. Solvent Naphtha, m-Xylene
<b>UN transport hazard class(es)</b>	3 
<b>Packing group</b>	III
<b>Environmental hazards</b>	None
<b>Special precautions for user</b>	None
<b>Additional Information</b>	Pursuant to 49 CFR 173.120(b)(2) and 49 CFR 173.150(f), flammable liquid with a flash point at or above 100 degrees Fahrenheit may be reclassified as a combustible liquid for transportation within the U.S. by motor vehicle or rail only. This material is not regulated for US DOT transportation in quantities less than 119 gallons.

**International Maritime Dangerous Goods (IMDG)**

<b>UN number</b>	This product is not shipped under this Transport Mode.
<b>UN proper shipping name</b>	This product is not shipped under this Transport Mode.
<b>UN transport hazard class(es)</b>	None
<b>Packing group</b>	None
<b>Environmental hazards</b>	None
<b>Special precautions for user</b>	None

**International Air Transport Association Dangerous Goods Regulations (IATA-DGR)**

<b>UN number</b>	This product is not shipped under this Transport Mode.
<b>UN proper shipping name</b>	This product is not shipped under this Transport Mode.
<b>UN transport hazard class(es)</b>	None
<b>Packing group</b>	None
<b>Environmental hazards</b>	None
<b>Special precautions for user</b>	None

**SECTION 15: Regulatory information****United States regulations****Inventory listing (TSCA):**

108-38-3	m-Xylene	Listed
106-42-3	p-Xylene	Listed
100-41-4	Ethyl Benzene	Listed
108-88-3	Toluene	Listed

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64742-94-5	Solvent naphtha (petroleum), heavy arom.	Listed
104-51-8	Butylbenzene	Listed
526-73-8	Benzene, 1,2,3-trimethyl-	Listed
95-63-6	1, 2, 4-Trimethylbenzene	Listed
1074-43-7	3-Propyltoluene	Listed
95-93-2	1,2,4,5-Tetramethylbenzene	Listed
91-20-3	Naphthalene	Listed
527-53-7	1,2,3,5-Tetramethylbenzene	Listed
64742-95-6	Solvent naphtha (petroleum), light arom.	Listed
25551-13-7	Trimethylbenzene	Listed
1330-20-7	Xylene	Listed
98-82-8	Cumene	Listed
25155-15-1	Cymene	Listed
108-05-4	Vinyl Acetate	Listed
71-43-2	Benzene	Listed
111-77-3	Diethylene Glycol Methyl Ether	Listed
178535-25-6	Benzene, ethylenated residues, distn. lights	Listed
102-25-0	1,3,5-triethylbenzene	Listed
65996-63-6	Starch, acid-hydrolyzed	Listed
108-67-8	Mesitylene	Listed
25340-17-4	Diethylbenzene	Listed

**Significant New Use Rule (TSCA Section 5):** Not determined.**Export notification under TSCA Section 12(b):** Not determined.**SARA Section 302 extremely hazardous substances:**

108-05-4	Vinyl Acetate	Listed
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**SARA Section 313 toxic chemicals:**

108-38-3	m-Xylene	Listed
106-42-3	p-Xylene	Not Listed
100-41-4	Ethyl Benzene	Listed
108-88-3	Toluene	Listed
64742-94-5	Solvent naphtha (petroleum), heavy arom.	Not Listed
104-51-8	Butylbenzene	Not Listed
526-73-8	Benzene, 1,2,3-trimethyl-	Not Listed
95-63-6	1, 2, 4-Trimethylbenzene	Listed
1074-43-7	3-Propyltoluene	Not Listed
95-93-2	1,2,4,5-Tetramethylbenzene	Not Listed
91-20-3	Naphthalene	Not Listed

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527-53-7	1,2,3,5-Tetramethylbenzene	Not Listed
64742-95-6	Solvent naphtha (petroleum), light arom.	Not Listed
25551-13-7	Trimethylbenzene	Not Listed
1330-20-7	Xylene	Listed
98-82-8	Cumene	Listed
25155-15-1	Cymene	Not Listed
108-05-4	Vinyl Acetate	Listed
71-43-2	Benzene	Listed
111-77-3	Diethylene Glycol Methyl Ether	Listed
178535-25-6	Benzene, ethylenated residues, distn. lights	Not Listed
102-25-0	1,3,5-triethylbenzene	Not Listed
65996-63-6	Starch, acid-hydrolyzed	Not Listed
108-67-8	Mesitylene	Not Listed
25340-17-4	Diethylbenzene	Not Listed

**CERCLA:**

108-38-3	m-Xylene	Listed	1000
106-42-3	p-Xylene	Listed	1000
100-41-4	Ethyl Benzene	Listed	1000
108-88-3	Toluene	Listed	1000
91-20-3	Naphthalene	Listed	100
1330-20-7	Xylene	Listed	100
98-82-8	Cumene	Listed	5000
108-05-4	Vinyl Acetate	Listed	5000
71-43-2	Benzene	Listed	10 Lbs

**RCRA:**

108-38-3	m-Xylene	Listed	U239
106-42-3	p-Xylene	Listed	U239
100-41-4	Ethyl Benzene	Listed	F003
108-88-3	Toluene	Listed	U220
91-20-3	Naphthalene	Listed	U165
1330-20-7	Xylene	Listed	U239
98-82-8	Cumene	Listed	U055
71-43-2	Benzene	Listed	U019

**Section 112(r) of the Clean Air Act (CAA):**

108-05-4	Vinyl Acetate	Listed
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**#3360****Massachusetts Right to Know:**

108-38-3	m-Xylene	Listed
106-42-3	p-Xylene	Listed
100-41-4	Ethyl Benzene	Listed
108-88-3	Toluene	Listed
64742-94-5	Solvent naphtha (petroleum), heavy arom.	Listed
104-51-8	Butylbenzene	Listed
526-73-8	Benzene, 1,2,3-trimethyl-	Listed
95-63-6	1, 2, 4-Trimethylbenzene	Listed
1074-43-7	3-Propyltoluene	Not Listed
95-93-2	1,2,4,5-Tetramethylbenzene	Not Listed
91-20-3	Naphthalene	Listed
527-53-7	1,2,3,5-Tetramethylbenzene	Not Listed
64742-95-6	Solvent naphtha (petroleum), light arom.	Listed
25551-13-7	Trimethylbenzene	Listed
1330-20-7	Xylene	Listed
98-82-8	Cumene	Listed
25155-15-1	Cymene	Not Listed
108-05-4	Vinyl Acetate	Listed
71-43-2	Benzene	Listed
111-77-3	Diethylene Glycol Methyl Ether	Listed
178535-25-6	Benzene, ethylenated residues, distn. lights	Listed
102-25-0	1,3,5-triethylbenzene	Not Listed
65996-63-6	Starch, acid-hydrolyzed	Not Listed
108-67-8	Mesitylene	Listed
25340-17-4	Diethylbenzene	Not Listed

**New Jersey Right to Know:**

108-38-3	m-Xylene	Listed
106-42-3	p-Xylene	Listed
100-41-4	Ethyl Benzene	Listed
108-88-3	Toluene	Listed
64742-94-5	Solvent naphtha (petroleum), heavy arom.	Listed
104-51-8	Butylbenzene	Listed
526-73-8	Benzene, 1,2,3-trimethyl-	Listed
95-63-6	1, 2, 4-Trimethylbenzene	Listed
1074-43-7	3-Propyltoluene	Not Listed

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95-93-2	1,2,4,5-Tetramethylbenzene	Not Listed
91-20-3	Naphthalene	Listed
527-53-7	1,2,3,5-Tetramethylbenzene	Not Listed
64742-95-6	Solvent naphtha (petroleum), light arom.	Listed
25551-13-7	Trimethylbenzene	Listed
1330-20-7	Xylene	Listed
98-82-8	Cumene	Listed
25155-15-1	Cymene	Listed
108-05-4	Vinyl Acetate	Listed
71-43-2	Benzene	Listed
111-77-3	Diethylene Glycol Methyl Ether	Listed
178535-25-6	Benzene, ethylenated residues, distn. lights	Listed
102-25-0	1,3,5-triethylbenzene	Not Listed
65996-63-6	Starch, acid-hydrolyzed	Not Listed
108-67-8	Mesitylene	Listed
25340-17-4	Diethylbenzene	Not Listed

**New York Right to Know:**

108-38-3	m-Xylene	Listed
106-42-3	p-Xylene	Listed
100-41-4	Ethyl Benzene	Listed
108-88-3	Toluene	Listed
64742-94-5	Solvent naphtha (petroleum), heavy arom.	Listed
104-51-8	Butylbenzene	Listed
526-73-8	Benzene, 1,2,3-trimethyl-	Listed
95-63-6	1, 2, 4-Trimethylbenzene	Listed
1074-43-7	3-Propyltoluene	Not Listed
95-93-2	1,2,4,5-Tetramethylbenzene	Not Listed
91-20-3	Naphthalene	Listed
527-53-7	1,2,3,5-Tetramethylbenzene	Not Listed
64742-95-6	Solvent naphtha (petroleum), light arom.	Not Listed
25551-13-7	Trimethylbenzene	Listed
1330-20-7	Xylene	Listed
98-82-8	Cumene	Listed
25155-15-1	Cymene	Listed
108-05-4	Vinyl Acetate	Listed

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71-43-2	Benzene	Listed
111-77-3	Diethylene Glycol Methyl Ether	Listed
178535-25-6	Benzene, ethylenated residues, distn. lights	Not Listed
102-25-0	1,3,5-triethylbenzene	Not Listed
65996-63-6	Starch, acid-hydrolyzed	Not Listed
108-67-8	Mesitylene	Listed
25340-17-4	Diethylbenzene	Listed

**Pennsylvania Right to Know:**

108-38-3	m-Xylene	Listed
106-42-3	p-Xylene	Listed
100-41-4	Ethyl Benzene	Listed
108-88-3	Toluene	Listed
64742-94-5	Solvent naphtha (petroleum), heavy arom.	Listed
104-51-8	Butylbenzene	Listed
526-73-8	Benzene, 1,2,3-trimethyl-	Listed
95-63-6	1, 2, 4-Trimethylbenzene	Listed
1074-43-7	3-Propyltoluene	Not Listed
95-93-2	1,2,4,5-Tetramethylbenzene	Not Listed
91-20-3	Naphthalene	Listed
527-53-7	1,2,3,5-Tetramethylbenzene	Not Listed
64742-95-6	Solvent naphtha (petroleum), light arom.	Listed
25551-13-7	Trimethylbenzene	Listed
1330-20-7	Xylene	Listed
98-82-8	Cumene	Listed
25155-15-1	Cymene	Not Listed
108-05-4	Vinyl Acetate	Listed
71-43-2	Benzene	Listed
111-77-3	Diethylene Glycol Methyl Ether	Listed
178535-25-6	Benzene, ethylenated residues, distn. lights	Listed
102-25-0	1,3,5-triethylbenzene	Not Listed
65996-63-6	Starch, acid-hydrolyzed	Not Listed
108-67-8	Mesitylene	Listed
25340-17-4	Diethylbenzene	Not Listed

**California Proposition 65:****⚠WARNING:** This product can expose you to chemicals including Ethyl Benzene, Naphthalene and

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Cumene; which are known to the State of California to cause cancer; and Toluene, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

 **WARNING:** This product can expose you to Benzene; which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

### SECTION 16: Other information

**Abbreviations and Acronyms:** None

**Disclaimer:**

This product has been classified in accordance with OSHA HCS 2012 guidelines. The information provided in this SDS is correct, to the best of our knowledge, based on information available. The information given is designed only as a guidance for safe handling, use, storage, transportation and disposal and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials, unless specified in the text. The responsibility to provide a safe workplace remains with the user.

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**End of Safety Data Sheet**