MASTER AGREEMENT AMENDMENT

ADVANTAGE CONTRACT #: 18P 23071400000000000010	
COMMODITY/SERVICE DESCRIPTION: #2 Heating Fuel Service to Midcoast Only	
START DATE: 9/1/2023	END DATE: 5/31/2027

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., 4th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: MARITIME ENERGY		
ADDRESS: 243 Park Street		
CITY: Rockland	STATE: ME	ZIP CODE: 04841
PROVIDER'S VENDOR CUSTOMER #: VC0000264006		

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

Department Representative:

DocuSigned by:
David Morris
2A044AF5081F482...

David Morris, Acting CPO

Date 3/11/2026

Provider Representative:

DocuSigned by:
Chris Seavey
EC8D2B619FA34F8...

Chris Seavey, VP of Sales

Date 3/11/2026

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.

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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 Knox	
EMAIL: Michelle.Knox@maine.gov	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: Chris Seavey	
EMAIL: chriss@maritimeenergy.com	TELEPHONE: 207-596-0986

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

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TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
☒	RIDER A – Specifications and User Information
☒	RIDER B – Terms and Conditions
☒	RIDER C – Exceptions
☒	RIDER D – Responsible Bidder Certification
☒	RIDER E – Special Provisions
☒	RIDER F – Safety Data Sheet

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RIDER A: SPECIFICATIONS AND USER INFORMATION

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VII. AUTHORIZED USERS
VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

I. CONTRACT PERIOD:

Extension Contract Period: June 1, 2026 to May 31, 2027

II. COMMODITY:

#2 Heating Fuel Service to Midcoast Only

III. SPECIFICATIONS

Deliver #2 heating oil to Midcoast region upon State of Maine request.

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

IV. AMENDMENT/EXTENSION PRICING/RATE CHANGES

The federal oil spill fee expired on 12-31-2025. As a result, effective 1-1-2026 the price per gallon for #2 heating fuel is reduced by $0.0019 per gallon (for any gallons contracted prior to 12-31-2025):

1. Effective 1-1-26 remaining gallons contracted at $2.455 per gallon (term 7/1/2025 to 5/31/2026) is now amended to $2.4531 per gallon.
2. Effective 1-1-26 remaining gallons contracted at $2.3758 (term 6-1-2026 -5-31-2027) is now amended to $2.3739 per gallon.

Maritime Energy 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 $10,000.00. DO’s will be emailed as a .pdf file to the vendor’s email address submitted in AdvantageME by the vendor.

The vendor will receive telephone or email for orders from State of Maine agencies/department(s). The vendor will not act on orders received from any other source.

Delivery Locations: The exact addresses will be provided to the vendor at the time an order is placed. The vendor must deliver to any State of Maine facility.

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

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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.

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RIDER C: EXCEPTIONS TO RIDER B

~~22.~~ **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.~~

Maritime Energy agrees to not pass through any potential or actual tariffs.

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: Chris Seavey		Title: VP OF SALES
Authorized Signature: DocuSigned by: Chris Seavey EC8D2B619FA34F8...		Date: 3/11/2026

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RIDER E: SPECIAL PROVISIONS

1. Maritime Energy agrees to not pass through any potential or actual tariffs.

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Section 1: IDENTIFICATION

Product Name:	Ultra Low Sulphur Diesel (ULSD)
Synonyms:	Arctic Diesel Ultra Low Sulfur Heating Oil Winter Diesel Diesel Fuel Diesel Fuel Oil Diesel Fuel No. 2 LATAM ULSD EN 590
Product Use:	Fuel.
Restrictions on Use:	Not available.
Manufacturer/Supplier:	**Canada:** Irving Oil Limited 10 King Square S Saint John, NB E2L 0G3 **United States:** Irving Oil Terminals Inc. 190 Commerce Way Portsmouth, NH 03801-3281
Phone Number:	(506) 202-2000 (Canada)
Emergency Phone:	1-800-424-9300 (CHEMTREC)
Date of Preparation of SDS:	June 23, 2025

Section 2: HAZARD(S) IDENTIFICATION

GHS INFORMATION

Classification:
Flammable Liquids, Category 3
Acute Toxicity - Inhalation, Category 4
Skin Irritation, Category 2
Eye Irritation, Category 2A
Carcinogenicity, Category 2
Specific Target Organ Toxicity (Single Exposure), Category 3 - Narcotic Effects
Specific Target Organ Toxicity (Repeated Exposure), Category 2
Aspiration Hazard, Category 1

LABEL ELEMENTS

Hazard Pictogram(s):

Signal Word: Danger

Hazard Statements:
Flammable liquid and vapor.
Harmful if inhaled.
Causes skin irritation.

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Causes serious eye irritation.
Suspected of causing cancer.
May cause drowsiness or dizziness.
May cause damage to organs through prolonged or repeated exposure.
May be fatal if swallowed and enters airways.

Precautionary Statements

Prevention: Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
Keep container tightly closed.
Ground and bond container and receiving equipment.
Use explosion-proof electrical, ventilating, and lighting equipment.
Use non-sparking tools.
Take action to prevent static discharges.
Do not breathe mist, vapours, or spray.
Wash hands thoroughly after handling.
Use only outdoors or in a well-ventilated area.
Wear protective gloves, protective clothing and eye protection.

Response: IF SWALLOWED: Immediately call a POISON CENTER or doctor.
IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower.
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
IF exposed or concerned: Get medical attention.
Call a POISON CENTER or doctor if you feel unwell.
Do NOT induce vomiting.
If skin irritation occurs: Get medical attention.
If eye irritation persists: Get medical attention.
Take off contaminated clothing and wash it before reuse.
In case of fire: Use dry chemical, CO2, water spray or regular foam to extinguish.

Storage: Store in a well-ventilated place. Keep container tightly closed.
Keep cool.
Store locked up.

Disposal: Dispose of contents and container in accordance with applicable regional, national and local laws and regulations.

Hazards Not Otherwise Classified: Not applicable.

Ingredients with Unknown Toxicity: 100% of this product mixture consists of ingredient(s) of unknown acute toxicity.

This material is considered hazardous by the OSHA Hazard Communication Standard, (29 CFR 1910.1200).

This material is considered hazardous by the Hazardous Products Regulations.

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Section 3: COMPOSITION / INFORMATION ON INGREDIENTS

Hazardous Ingredient(s)	Common name / Synonyms	CAS No.	% vol./vol.
Fuels, diesel, no. 2	Diesel Fuel No. 2	68476-34-6	80 - 100

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.

Section 4: FIRST-AID MEASURES

Inhalation: If inhaled: Remove person to fresh air and keep comfortable for breathing. Call a poison center or doctor if you feel unwell. If breathing or the heart stops, trained personnel should immediately begin artificial respiration (AR) or cardiopulmonary resuscitation (CPR) respectively. Get medical attention immediately.

Acute and delayed symptoms and effects: Harmful if inhaled. May cause drowsiness or dizziness. May cause respiratory irritation. Signs/symptoms may include cough, sneezing, nasal discharge, headache, hoarseness, and nose and throat pain. Excessive inhalation may cause headache, dizziness, confusion, loss of appetite and/or loss of consciousness.

Eye Contact: If in eyes: Rinse cautiously with water for at least 20 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.

Acute and delayed symptoms and effects: Causes serious eye irritation. Signs/symptoms may include redness, swelling, pain, tearing, and blurred or hazy vision.

Skin Contact: If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. If skin irritation occurs: Get medical attention. Wash contaminated clothing before reuse.

Acute and delayed symptoms and effects: Causes skin irritation. Signs/symptoms may include localized redness, swelling, and itching.

Ingestion: If swallowed: Do NOT induce vomiting. Immediately call a poison center or doctor. If vomiting occurs naturally, have victim lean forward to reduce the risk of aspiration. Never give anything by mouth to an unconscious person. If breathing or the heart stops, trained personnel should immediately begin artificial respiration (AR) or cardiopulmonary resuscitation (CPR) respectively. Get medical attention immediately.

Acute and delayed symptoms and effects: May be fatal if swallowed and enters airways. May cause gastrointestinal irritation. Signs/symptoms may include abdominal pain, stomach upset, nausea, vomiting and diarrhea.

General Advice: In case of accident or if you feel unwell, seek medical advice immediately (show the label or SDS where possible).

Note to Physicians: Symptoms may not appear immediately.

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Section 5: FIRE-FIGHTING MEASURES

FLAMMABILITY AND EXPLOSION INFORMATION

Flammable liquid and vapor. Will be easily ignited by heat, sparks or flames. Vapors may form explosive mixtures with air. Vapors may travel to source of ignition and flash back. Most vapors are heavier than air. They will spread along ground and collect in low or confined areas (sewers, basements, tanks). Vapor explosion hazard indoors, outdoors or in sewers. Runoff to sewer may create fire or explosion hazard. Containers may explode when heated. Many liquids are lighter than water.

If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

Fire involving Tanks or Car/Trailer Loads: Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Cool containers with flooding quantities of water until well after fire is out. Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. ALWAYS stay away from tanks engulfed in fire. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.

Sensitivity to Mechanical Impact: This material is not sensitive to mechanical impact.

Sensitivity to Static Discharge: Take action to prevent static discharges. This material is sensitive to static discharge.

MEANS OF EXTINCTION

Suitable Extinguishing Media: Small Fire: Dry chemical, CO_2, water spray or regular foam.

Large Fire: Water spray, fog or regular foam. Move containers from fire area if you can do it without risk.

Unsuitable Extinguishing Media: Do not use straight streams.

Products of Combustion: Oxides of carbon. Oxides of nitrogen. Polycyclic aromatic hydrocarbons (PAHs). Aromatic hydrocarbons.

Protection of Firefighters: Inhalation or contact with material may irritate or burn skin and eyes. Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution water may cause pollution. Wear positive pressure self-contained breathing apparatus (SCBA). Structural firefighters' protective clothing will only provide limited protection.

Section 6: ACCIDENTAL RELEASE MEASURES

Emergency Procedures: As an immediate precautionary measure, isolate spill or leak area for at least 50 meters (150 feet) in all directions. Keep unauthorized personnel away. Stay upwind. Keep out of low areas. Ventilate closed spaces before entering. ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). All equipment used when handling the product must be grounded.

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Personal Precautions:	Do not touch or walk through spilled material. Use personal protection recommended in Section 8.
Environmental Precautions:	Prevent entry into waterways, sewers, basements or confined areas.
Methods for Containment:	Stop leak if you can do it without risk. A vapor suppressing foam may be used to reduce vapors.
Methods for Clean-Up:	Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Use clean non-sparking tools to collect absorbed material.
Other Information:	See Section 13 for disposal considerations.

Section 7: HANDLING AND STORAGE

Handling:
Do not swallow. Do not breathe mist, vapours, or spray. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Keep container tightly closed. Ground and bond container and receiving equipment. Use non-sparking tools. Take action to prevent static discharges. Wash hands thoroughly after handling. Use only outdoors or in a well-ventilated area. See Section 8 for information on Personal Protective Equipment.

Storage:
Store in a well-ventilated place. Keep container tightly closed. Keep cool. Store locked up. Store away from incompatible materials. See Section 10 for information on Incompatible Materials. Keep out of the reach of children.

Section 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines
Component

Diesel Fuel No. 2 [CAS No. 68476-34-6]

ACGIH: 100 mg/m³ (TWA); Skin; A3; Inhalable fraction and vapor (2008)

OSHA: No PEL established.

New Brunswick Regulation 91-191 OEL: 100 mg/m³ (TWA); Skin; A3; Inhalable fraction and vapor (2007)

PEL: Permissible Exposure Limit
TWA: Time-Weighted Average
OEL: Occupational Exposure Limit

Engineering Controls:	Use ventilation adequate to keep exposures (airborne levels of dust, fume, vapour, gas, etc.) below recommended exposure limits. Use explosion-proof electrical, ventilating, and lighting equipment.

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PERSONAL PROTECTIVE EQUIPMENT (PPE)

Eye/Face Protection:	Wear chemical safety goggles. Ensure that eyewash stations are close to the workstation location. Use equipment for eye protection that meets the standards referenced by CSA Standard CAN/CSA-Z94.3:20 and OSHA regulations in 29 CFR 1910.133 for Personal Protective Equipment.
Hand Protection:	Wear protective gloves. Consult manufacturer specifications for further information.
Skin and Body Protection:	Wear protective clothing. Flame resistant clothing that meets the NFPA 2112 and CAN/CGSB 155.20-2017 standards is recommended in areas where material is stored or handled.
Respiratory Protection:	If engineering controls and ventilation are not sufficient to control exposure to below the allowable limits then an appropriate NIOSH/MSHA approved air-purifying respirator that meets the requirements of CSA Standard CAN/CSA-Z94.4-18, with organic vapor cartridge, or self-contained breathing apparatus must be used. Supplied air breathing apparatus must be used when oxygen concentrations are low or if airborne concentrations exceed the limits of the air-purifying respirators.
General Hygiene Considerations:	Handle according to established industrial hygiene and safety practices. Consult a competent industrial hygienist to determine hazard potential and/or the PPE manufacturers to ensure adequate protection.

Section 9: PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear liquid. May be dyed for distribution.
Colour:	Water white. May be dyed for distribution.
Odour:	Kerosene.
Odour Threshold:	Not available.
Physical State:	Liquid.
pH:	Not available.
Melting Point / Freezing Point:	-51.1 to -12.2 °C (-60 to 10 °F) (Pour point)
Initial Boiling Point:	148.9 °C (300 °F)
Boiling Range:	148.9 to 371.1 °C (300 to 700 °F)
Flash Point:	48.9 to 71.1 °C (120.0 to 160.0 °F) (Closed Cup)
Evaporation Rate:	Not available.

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Flammability:	Flammable liquid and vapor. See Section 5.
Lower Flammability Limit:	Not available.
Upper Flammability Limit:	Not available.
Vapor Pressure:	Not available.
Relative Vapor Density:	Not available.
Relative Density:	0.8 to 0.86 (Water = 1) at 15 °C (59 °F)
Solubility:	Insoluble in water.
Partition Coefficient: n-Octanol/Water:	Not available.
Auto-ignition Temperature:	Not available.
Decomposition Temperature:	Not available.
Kinematic Viscosity:	1.3 to 4.1 cSt at 40 °C (104 °F)
Percent Volatile, wt. %:	Not available.
VOC content, wt. %:	Not available.
Density:	Not available.
Coefficient of Water/Oil Distribution:	Not available.
Particle Characteristics:	Not available.

Section 10: STABILITY AND REACTIVITY

Reactivity:	Contact with incompatible materials. Sources of ignition. Exposure to heat.
Chemical Stability:	Stable under normal storage conditions.
Possibility of Hazardous Reactions:	None known.
Conditions to Avoid:	Contact with incompatible materials. Sources of ignition. Exposure to heat.
Incompatible Materials:	Strong oxidizers. Combustible materials.
Hazardous Decomposition Products:	Not available.

Section 11: TOXICOLOGICAL INFORMATION

EFFECTS OF ACUTE EXPOSURE

Product Toxicity

Oral:	Not available.
Dermal:	Not available.
Inhalation:	Not available.

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Component Toxicity

Component	CAS No.	LD_{50} oral	LD_{50} dermal	LC_{50}
Diesel Fuel No. 2	68476-34-6	Not available.	Not available.	Not available.

Likely Routes of Exposure: Eye contact. Skin contact. Inhalation. Ingestion.

Target Organs: Skin. Eyes. Gastrointestinal tract. Respiratory system. Central nervous system.

Symptoms (including delayed and immediate effects)

Inhalation: Harmful if inhaled. May cause drowsiness or dizziness. May cause respiratory irritation. Signs/symptoms may include cough, sneezing, nasal discharge, headache, hoarseness, and nose and throat pain. Excessive inhalation may cause headache, dizziness, confusion, loss of appetite and/or loss of consciousness.

Eye: Causes serious eye irritation. Signs/symptoms may include redness, swelling, pain, tearing, and blurred or hazy vision.

Skin: Causes skin irritation. Signs/symptoms may include localized redness, swelling, and itching.

Ingestion: May be fatal if swallowed and enters airways. May cause gastrointestinal irritation. Signs/symptoms may include abdominal pain, stomach upset, nausea, vomiting and diarrhea.

Skin Sensitization: Not available.

Respiratory Sensitization: Not available.

Medical Conditions Aggravated By Exposure: Not available.

EFFECTS OF CHRONIC EXPOSURE (from short and long-term exposure)

Target Organs: Skin. Eyes. Gastrointestinal tract. Respiratory system. Central nervous system. Cardiovascular system. Blood. Liver. Central nervous system. Thymus.

Chronic Effects: Prolonged or repeated contact may dry skin and cause irritation. High vapour concentrations, generally greater than 10% by volume, may sensitize the heart and lead to lethal cardiac arrhythmias.

Carcinogenicity: May cause cancer.

Component Carcinogenicity

Component	ACGIH	IARC	NTP	OSHA	Prop 65
Diesel Fuel No. 2	A3	Not listed.	Not listed.	Not listed.	Not listed.

Mutagenicity: Not available.

Reproductive Effects: Not available.

Developmental Effects

Teratogenicity: Not available.

Embryotoxicity: Not available.

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Toxicologically Synergistic Materials: Not available.

Section 12: ECOLOGICAL INFORMATION

Ecotoxicity: Not available.

Persistence / Degradability: Not available.

Bioaccumulation / Accumulation: Not available.

Mobility in Environment: Not available.

Other Adverse Effects: Not available.

Section 13: DISPOSAL CONSIDERATIONS

Disposal Instructions: Disposal should be in accordance with applicable regional, national and local laws and regulations. Local regulations may be more stringent than regional or national requirements.

Section 14: TRANSPORT INFORMATION

U.S. Department of Transportation (DOT)

Proper Shipping Name: UN1202, DIESEL FUEL, 3, PG III

Class: 3

UN Number: UN1202

Packing Group: III

Placard(s):

Canada Transportation of Dangerous Goods (TDG)

Proper Shipping Name: UN1202, DIESEL FUEL, 3, PG III

Class: 3

UN Number: UN1202

Packing Group: III

Placard(s):

Section 15: REGULATORY INFORMATION

Federal Regulations

United States

This SDS has been prepared to meet the U.S. OSHA Hazard Communication Standard, 29 CFR 1910.1200.

SARA Title III

No components are listed.

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State Regulations
Massachusetts
US Massachusetts Commonwealth's Right-to-Know Law (Appendix A to 105 Code of Massachusetts Regulations Section 670.000)

Component	CAS No.	RTK List
Diesel Fuel No. 2	68476-34-6	Listed.

New Jersey
US New Jersey Worker and Community Right-to-Know Act (New Jersey Statute Annotated Section 34:5A-5)

No components are listed.

Pennsylvania
US Pennsylvania Worker and Community Right-to-Know Law (34 Pa. Code Chap. 301-323)

Component	CAS No.	RTK List
Diesel Fuel No. 2	68476-34-6	Listed.

California
California Prop 65:

WARNING This product can expose you to chemicals including Benzene, Ethylbenzene, Hexane, Naphthalene and Toluene, which are 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.

Section 16: OTHER INFORMATION

Disclaimer:
The information contained in this document applies to this specific material as supplied. It may not be valid for this material if it is used in combination with any other materials. It is the user's responsibility to satisfy oneself as to the suitability and completeness of this information for their own particular use.

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GHS SDS Prepared by: **Aegis Regulatory Inc.**
Phone: 1 (519) 488-0351
www.aegisreg.com