

MA 18P 2307140000000000010
MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/01/23

Expiration Date: 06/30/25

Master Agreement Description: #2 Heating Fuel - Ultra-low Sulfur Service to Midcoast Only

Buyer Information

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

Issuer Information

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

Requestor Information

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension agreement to purchase additional 400,000 gallons of heating oil for 24-25 heating season at fixed rate \$2.7075per gallon. Also, any K1 gallons delivered will be priced at Irving Searsport Argus Rack price plus fixed adder of \$.4848 per gallon.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000264006

Vendor Name

MARITIME ENERGY

Alias/DBA

Vendor Address Information

243 PARK STREET

ROCKLAND, ME 04841

US

Vendor Contact Information

CHRIS SEAVEY
207-596-0986 ext. 128
chriss@maritimeenergy.com

Commodity Information

Vendor Line #: 1
Vendor Name: MARITIME ENERGY
Commodity Line #: 1
Commodity Code: 40512

Commodity Description: #2 Heating Fuel Ultra-low Sulfur Service to Mid Coast Only
Commodity Specifications: 415,000 gallons of ultra-low sulfur #2 fuel oil been reserved at a fixed contract price of \$2.6887 per gallon for the MIDCOAST Region to 8-31-2024. Effective 9-1-24 the agreement is extended to 6-30-25, an additional 400,000 gallons of heating oil for 24-25 heating season has been reserved at the fixed rate \$2.7075 per gallon. Any K1 gallons will be priced at Irving Seaport Argus Rack price plus fixed adder of \$.4848 per gallon. NOTE- This agreement is for Mid-Coast Region Fuel Delivery ONLY.

Commodity Extended Description: As per the specifications attached and made part of the original MA. Please attach invoices to Delivery Orders

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
0.00	09/01/23	06/30/25
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165
T&C Name:
T&C Details: Net 30
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 3/21/2024
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement Officer

MARITIME ENERGY

DocuSigned by:
Chris Seavey 3/21/2024
EC8D2B619FA34F8...

Signature Date

Chris Seavey 3/21/2024

RIDERS

<input checked="" type="checkbox"/>	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 type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	2024-2025 Fixed Price #2 Heating Fuel Contract
<input checked="" type="checkbox"/>	Other – Safety Data Sheet

RIDER A
Scope of Work and/or Specifications
MA 18P 2307140000000000010

Commodity: #2 Heating Fuel – Ultra Low Sulfur, K1

Contract Period: Through June 30, 2025.

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: Chris Seavey **Tel:** 207-596-0986 **Email:** chriss@maritimeenergy.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: State agencies may place fuel orders on a “will call” basis or on an automatic delivery basis. Invoices must be sent directly to the ordering agency. The ordering agency creates a Delivery Orders (DO) in AdvantageME for all orders over \$5000.00. If a DO is used, the DO can 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:
ALL

Shipping Points: The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility in the Midcoast Region.

Delivery: The vendor is responsible for the delivery of heating oil in first class condition at the point of delivery, and in accordance with good commercial practice.

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 “Division” shall refer to the State of Maine Division of Purchases.
 - 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 Division, 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 Division of Purchases 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 Division 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 Division 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 Division.

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 Division, 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 Division'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 Division'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 Division. 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 Division of Purchases, 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 Division 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 Division 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 Division.

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 also errors and 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 Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, 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 Division 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 because 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 Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division 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 Division 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 Division 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 Division'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 Division 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 Division 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 Division of Purchases.

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

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:	Title:
Authorized Signature:	Date:



2024-2025 Fixed Price #2 Heating Fuel Contract

Maritime Energy (“Company”) agrees to sell and **State of Maine** (“Customer”) agrees to purchase **400,000** gallons of heating oil for the 2024-2025 heating season (**September 1, 2024 – June 30, 2025**). The Company is to supply the Customer’s fuel oil basis at a fixed price of **\$2.7075** per gallon at the location(s) associated with the CES fuel bid specifications. **Any K1 gallons delivered will be priced at Irving Searsport Argus Rack price plus fixed adder of \$.4848 per gallon.**

Customer agrees to purchase all of Customer’s heating oil from Company subject to the following conditions:

1. The total due for each delivery will be not NET 30 day terms.

2. It is a Maine law that Company must purchase fixed gallons from a supplier for fixed gallons sold to Customer. Performance of this contract by Maritime is secured by one of the options set forth under Maine law, Title 10 M.R.S.A. Section 1110(2). The Customer acknowledges that in order for Company to be in compliance with Maine law, Company must make early purchase agreements with suppliers. The customer is fully aware that the price of fuel oil / LP gas is very volatile and there is the possibility that the retail charge price may drop below the contract price during the season. **The Customer agrees that fluctuation of fuel oil prices does not relieve the Customer of the obligation to continue to receive fuel oil deliveries at the contract price at all times during the contract period.** Likewise, if the retail charge price of fuel should rise above the contract price, the Company agrees to continue to deliver fuel at the contract price. *The only exception is if new state/federal taxes are imposed against heating oil sales. Please refer to paragraph #8.*

3. Fuel oil will be automatically delivered to Customer by Company to the Premises only. **The Customer will need to let the Company know what locations will be on an automatic or a will call delivery basis.**

4. **If fixed price gallons are all used prior to the end of the heating season (June 30, 2025), the Customer agrees to remain on automatic delivery. Automatic delivery will continue at the spot market plus adder pricing structure, not the contract price.** At the end of the heating season (June 30, 2025), the Customer will remain on automatic delivery unless the customer notifies the Company or the Customer signs up with the Company for the next season’s plan. In the instance of the sale of Customer’s property the Customer may sell the remaining undelivered gallons to the new owner. The new owner shall be required to sign a new contract with the Company if the customer elects to buy the gallons.

5. Customer agrees to top off all tanks by the end of the contract term if there are still fixed gallons remaining and if after the top offs there are still remaining gallons the Customer and Company will discuss the option of extending the term of the contract to use up the remaining fixed price gallons.

6. Company shall not be held responsible for any damage or loss to Customer resulting from failure or delay in making deliveries which may be due to strike, accident, fire, war, Act of God or any other cause beyond Company’s control, whether or not similar to the causes enumerated herein.

7. This contract may be terminated by the Company if the Customer substantially fails to abide by his or her obligations hereunder, or fails to pay money owed to the Company for goods and services other than fuel subject to this contract.

8. If the State of Maine legislature decides to implement any new taxes during this contract plan year on fuel oil sales, Customer shall be responsible for all such taxes. The amount of the tax will be added to the deliveries.

9. Customer shall provide safe access to the fill pipe / tank, including snow and ice removal. Company may refuse to deliver if access is not clear and Company will not be responsible for any damages incurred because Customer failed to provide safe access to the fill pipe / tank.

10. Due to the cost of credit card processing fees, if Customer pays by a means other than check/cash/electronic fund transfer, there will be an additional 5 cent per gallon fee.

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING BELOW. THIS CONTRACT IS NOT BINDING UNTIL IT IS SIGNED AND RETURNED TO COMPANY.

This is a limited time offer. Maritime Energy must receive this signed contract by: **February 22, 2024**.

David Morris

3/21/2024

Customer Signature

Date

Chris Seavey

2/15/2024

Maritime Energy

Date



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier	Ultra Low Sulphur Diesel
Other means of identification	Arctic Diesel Ultra Low Sulfur Heating Oil
Synonyms	Not available.
Recommended use	Fuel
Recommended restrictions	None known.
Manufacturer information	Irving Oil Refining G.P. Box 1260 Saint John, NB E2L 4H6 CA Phone: (506) 202-2000 Refinery: (506) 202-3000 Emergency Phone: 1-800-424-9300 (CHEMTREC)
Supplier	See above.

2. Hazards Identification

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



Signal word	Danger
Hazard statement	Flammable liquid and vapor. Causes skin irritation. May be fatal if swallowed and enters airways. Harmful if inhaled. May cause damage to organs through prolonged or repeated exposure.
Precautionary statement	
Prevention	Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Do not breathe mist or vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/eye protection/face protection.
Response	In case of fire: Use appropriate media to extinguish. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention. Specific treatment (see information on this label). IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.
Storage	Store in a well-ventilated place. Keep cool. Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.

WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC) None known

WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC) None known

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information Not applicable.

3. Composition/Information on Ingredients

Mixture

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

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

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

*Sulphur: < 15 ppm

*Hydrogen sulphide: Nil

4. First Aid Measures

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

5. Fire Fighting Measures

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

Hazardous combustion products

May include and are not limited to: Oxides of carbon. Oxides of nitrogen. Polycyclic aromatic hydrocarbons (PAHs). Aromatic hydrocarbons.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures

Keep unnecessary personnel away. Keep out of low areas. Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Do not breathe mist or vapor. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Take precautionary measures against static discharge. Use only non-sparking tools. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Stop leak if you can do so without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Never return spills to original containers for re-use. Following product recovery, flush area with water. Clean surface thoroughly to remove residual contamination. For waste disposal, see section 13 of the SDS. Prevent entry into waterways, sewers, basements or confined areas.

Environmental precautions

Do not discharge into lakes, streams, ponds or public waters.

7. Handling and Storage

Precautions for safe handling

Vapors may form explosive mixtures with air. Do not handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Take precautionary measures against static discharges.

Avoid contact with eyes, skin and clothing.
Wear appropriate personal protective equipment.
Do not breathe mist or vapor.
Use only outdoors or in a well-ventilated area.
Avoid prolonged exposure.
Observe good industrial hygiene practices.
Wash thoroughly after handling.
When handling, do not eat, drink or smoke.

Conditions for safe storage, including any incompatibilities

Keep away from heat, sparks and open flame.
Store in a cool, dry place out of direct sunlight.
Store in a well-ventilated place.
Store away from incompatible materials (see Section 10 of the SDS).
Keep out of reach of children.

8. Exposure Controls/Personal Protection

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

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

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

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	
Naphthalene (CAS 91-20-3)	STEL	15 ppm	
	TWA	10 ppm	

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

Components	Type	Value	Form
Petroleum distillates (CAS 68476-34-6)	TWA	100 mg/m3	Vapor and aerosol.
Toluene (CAS 108-88-3)	TWA	20 ppm	

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

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

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

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

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

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

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

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

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

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

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

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

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Benzene (CAS 71-43-2)	STEL	2.5 ppm	
	TWA	0.5 ppm	

US. ACGIH Threshold Limit Values

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

US. NIOSH: Pocket Guide to Chemical Hazards

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

Biological limit values**ACGIH Biological Exposure Indices**

Components	Value	Determinant	Specimen	Sampling Time
Benzene (CAS 71-43-2)	25 µg/g	S-Phenylmercapturic acid	Creatinine in urine	*
Benzo[a]pyrene (CAS 50-32-8)	2.5 µg/l	1-Hydroxypyrene, with hydrolysis (1-HP)	Urine	*
Toluene (CAS 108-88-3)	0.3 mg/g	o-Cresol, with hydrolysis	Creatinine in urine	*
	0.03 mg/L	Toluene	Urine	*
	0.02 mg/L	Toluene	Blood	*

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

Exposure guidelines**Canada - Alberta OELs: Skin designation**

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

Canada - British Columbia OELs: Skin designation

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

Canada - Manitoba OELs: Skin designation

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

Canada - Ontario OELs: Skin designation

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

Canada - Quebec OELs: Skin designation

Toluene (CAS 108-88-3)	Can be absorbed through the skin.
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Canada - Saskatchewan OELs: Skin designation

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

US ACGIH Threshold Limit Values: Skin designation

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

Appropriate engineering controls	Mechanical ventilation should be used when handling this product in enclosed spaces. Local exhaust ventilation may be necessary.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Face shield or chemical goggles.
Skin protection	
Hand protection	Nitrile rubber Viton™. PVC gloves. Tychem™ BR/LV. Tychem™ TK.
Other	Use of protective coveralls and long sleeves is recommended. If clothing or footwear becomes contaminated with the product, remove it and completely decontaminate it before re-use, or discard it.
Respiratory protection	For confined spaces, wear a NIOSH-approved (or equivalent) full-facepiece airline respirator in the positive pressure mode with emergency escape provisions. Respirator should be selected by and used under the direction of a trained health and safety professional following requirements found in OSHA's respirator standard (29 CFR 1910.134), CAN/CSA-Z94.4 and ANSI's standard for respiratory protection (Z88.2).
Thermal hazards	Not applicable.
General hygiene considerations	Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

9. Physical and Chemical Properties

Appearance	Clear
Physical state	Liquid.
Form	Liquid
Color	Water white
Odor	Kerosene
Odor threshold	Not available.
pH	Not applicable
Melting point/freezing point	Not available.
Initial boiling point and boiling range	300 - 700 °F (148.89 - 371.11 °C)
Pour point	-60 - 10 °F (-51.11 - -12.22 °C)
Specific gravity	0.8 - 0.86 @ 15°C
Partition coefficient (n-octanol/water)	3.3 - 7.06 (log Kow)
Flash point	120.0 - 160.0 °F (48.9 - 71.1 °C) Closed Cup
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	0.6-1.3
Flammability limit - upper (%)	6-7.5
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	2.12 - 26.4 mmHg @ 21°C
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	Not available.
Auto-ignition temperature	494.6 °F (257 °C)
Decomposition temperature	Not available.
Viscosity	1.3 - 4.1 cSt @104°F

10. Stability and Reactivity

Reactivity	May react with incompatible materials.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Chemical stability	Stable under recommended storage conditions.
Conditions to avoid	Avoid temperatures exceeding the flash point. Do not mix with other chemicals. Heat, open flames, static discharge, sparks and other ignition sources.

Incompatible materials

Acids. Oxidizers.

Hazardous decomposition products

May include and are not limited to: Oxides of carbon. Oxides of nitrogen. Aromatic hydrocarbons.

11. Toxicological Information

Routes of exposure Eye, Skin contact, Skin absorption, Inhalation, Ingestion.**Information on likely routes of exposure**

Ingestion May be fatal if swallowed and enters airways.

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

Skin contact Causes skin irritation.

Eye contact Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics

Skin irritation. May cause redness and pain.

Information on toxicological effects**Acute toxicity** Harmful if inhaled. May be fatal if swallowed and enters airways.

Components	Species	Test Results
Benzene (CAS 71-43-2)		
Acute		
<i>Dermal</i>		
LD50	Guinea pig	> 8260 mg/kg, HSDB
	Guinea pig; Rabbit	> 9.4 ml/kg, 24 Hours, ECHA
<i>Inhalation</i>		
LC50	Mouse	9980 ppm, 7 Hours, ECHA
	Rat	43767 mg/m ³ , 4 Hours, ECHA
		13700 ppm, 4 Hours, ECHA
		10000 ppm, 7 Hours, HSDB
		31.8 mg/l/4h, HSDB
<i>Oral</i>		
LD50	Mouse	4700 mg/kg, HSDB
	Rat	> 2000 mg/kg, ECHA
		5970 mg/kg, ECHA
		4700 mg/kg, HSDB
		3306 mg/kg, HSDB
Benzo[a]pyrene (CAS 50-32-8)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 2000 mg/kg
	Rat	> 2000 mg/kg
<i>Inhalation</i>		
LC50	Not available	
<i>Oral</i>		
LD50	Mouse	433 mg/kg
	Not available	
	Rat	725 mg/kg
Naphthalene (CAS 91-20-3)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 2 g/kg
	Rat	> 16000 mg/kg, 24 Hours, ECHA
		> 2500 mg/kg, ECHA
<i>Inhalation</i>		
LC50	Rat	> 78 ppm, 4 Hours, ECHA

Components	Species	Test Results
		> 0.4 mg/L, 4 Hours, ECHA
<i>Oral</i> LD50	Guinea pig	1200 mg/kg
	Mouse	710 mg/kg, ECHA
		533 mg/kg
	Rat	490 mg/kg
		2.6 g/kg, HSDB
Petroleum distillates (CAS 68476-34-6)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 2000 mg/kg
		> 1800 mg/kg
		> 5 ml/kg, 24 Hours
<i>Inhalation</i>		
LC50	Rat	1 - 5 mg/l/4h
		4600 mg/m ³ , 4 Hours
		4.1 mg/L, 4 Hours
<i>Oral</i> LD50	Rat	> 5000 mg/kg
		9 ml/kg
Toluene (CAS 108-88-3)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 5000 mg/kg, 24 Hours, ECHA
		12124 mg/kg, HSDB
		14.1 ml/kg, HSDB
<i>Inhalation</i>		
LC50	Mouse	6405 - 7436 ppm, 6 Hours, ECHA
		5320 ppm, 8 Hours, ECHA/HSDB
		400 ppm, 24 Hours, HSDB
	Rat	26700 ppm, 1 Hours, HSDB
		12200 ppm, 2 Hours, HSDB
		8000 ppm, 4 Hours, HSDB
		5879 - 6281 ppm, 6 Hours, ECHA
		30 mg/L, 4 Hours, ECHA
		28.1 mg/L, 4 Hours, ECHA
		25.7 mg/L, 4 Hours, ECHA
<i>Oral</i> LD50	Rat	> 5000 mg/kg, ECHA
		5580 mg/kg, ECHA
		2.6 g/kg, HSDB
Skin corrosion/irritation	Causes skin irritation.	
Exposure minutes	Not available.	
Erythema value	Not available.	
Oedema value	Not available.	
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.	
Corneal opacity value	Not available.	
Iris lesion value	Not available.	
Conjunctival reddening value	Not available.	

Conjunctival oedema value Not available.**Recover days** Not available.**Respiratory or skin sensitization****Respiratory sensitization** Not available.**Skin sensitization** This product is not expected to cause skin sensitization.**Mutagenicity** No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.**Carcinogenicity** Contains < 3% (w/w) DMSO-extract**ACGIH Carcinogens**

Benzene (CAS 71-43-2)	A1 Confirmed human carcinogen.
Benzo[a]pyrene (CAS 50-32-8)	A2 Suspected human carcinogen.
Naphthalene (CAS 91-20-3)	A3 Confirmed animal carcinogen with unknown relevance to humans.
Petroleum distillates (CAS 68476-34-6)	A3 Confirmed animal carcinogen with unknown relevance to humans.

Canada - Alberta OELs: Carcinogen category

Benzene (CAS 71-43-2) Confirmed human carcinogen.

Canada - Manitoba OELs: carcinogenicity

BENZENE (CAS 71-43-2)	Confirmed human carcinogen.
BENZO[A]PYRENE (CAS 50-32-8)	Suspected human carcinogen.
DIESEL FUEL, AS TOTAL HYDROCARBONS, INHALABLE FRACTION AND VAPOR (CAS 68476-34-6)	Confirmed animal carcinogen with unknown relevance to humans.
NAPHTHALENE (CAS 91-20-3)	Confirmed animal carcinogen with unknown relevance to humans.

Canada - Quebec OELs: Carcinogen category

Benzene (CAS 71-43-2)	Detected carcinogenic effect in humans.
Benzo[a]pyrene (CAS 50-32-8)	Suspected carcinogenic effect in humans.

IARC Monographs. Overall Evaluation of Carcinogenicity

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

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

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

US NTP Report on Carcinogens: Anticipated carcinogen

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

US NTP Report on Carcinogens: Known carcinogen

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

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

Benzene (CAS 71-43-2) Cancer

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

12. Ecological Information

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

Ecotoxicological data

Components	Species		Test Results
Benzene (CAS 71-43-2)			
Algae	IC50	Algae	29 mg/L, 72 Hours
Crustacea	EC50	Daphnia	12.18 mg/L, 48 Hours
Aquatic			
Crustacea	EC50	Water flea (Daphnia magna)	8.76 - 15.6 mg/L, 48 hours
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	7.2 - 11.7 mg/L, 96 hours
Naphthalene (CAS 91-20-3)			
Algae	IC50	Algae	0.4 mg/L, 72 Hours
Crustacea	EC50	Daphnia	2.16 mg/L, 48 Hours
Aquatic			
Crustacea	EC50	Water flea (Daphnia magna)	1.09 - 3.4 mg/L, 48 hours
Fish	LC50	Pink salmon (Oncorhynchus gorbuscha)	1.11 - 1.68 mg/L, 96 hours
Toluene (CAS 108-88-3)			
Algae	IC50	Algae	433 mg/L, 72 Hours
Crustacea	EC50	Daphnia	7.645 mg/L, 48 Hours
Aquatic			
Crustacea	EC50	Water flea (Daphnia magna)	5.46 - 9.83 mg/L, 48 hours
Fish	LC50	Coho salmon,silver salmon (Oncorhynchus kisutch)	8.11 mg/L, 96 hours
Persistence and degradability	Non-persistent/ Group 1		
Bioaccumulative potential	Not available.		
Mobility in soil	No data available.		
Mobility in general	Not available.		
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		

13. Disposal Considerations

Disposal instructions	Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

Transport of Dangerous Goods (TDG) Proof of Classification	Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.
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U.S. Department of Transportation (DOT)**Basic shipping requirements:**

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

Transportation of Dangerous Goods (TDG - Canada)**Basic shipping requirements:**

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

DOT



TDG



15. Regulatory Information

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

Canada CEPA Schedule I: Listed substance

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

Canada DSL Challenge Substances: Listed substance

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

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

Export Control List (CEPA 1999, Schedule 3)

Not listed.

Greenhouse Gases

Not listed.

Precursor Control Regulations

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

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

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

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

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

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

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
 Delayed Hazard - Yes
 Fire Hazard - Yes
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance No

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)
 Not regulated.

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

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

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

Not regulated.

US state regulations See below**US - California Hazardous Substances (Director's): Listed substance**

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

US - Illinois Chemical Safety Act: Listed substance

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

US - Louisiana Spill Reporting: Listed substance

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

US - Michigan Critical Materials Register: Parameter number

Benzene (CAS 71-43-2) BENZENE
 Benzo[a]pyrene (CAS 50-32-8) BENZO(A)PYRENE
 Toluene (CAS 108-88-3) TOLUENE

US - Minnesota Haz Subs: Listed substance

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

US - New Jersey RTK - Substances: Listed substance

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

US - North Carolina Toxic Air Pollutants: Listed substance

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

US - Pennsylvania RTK - Hazardous Substances: Special hazard

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

US - Texas Effects Screening Levels: Listed substance

Benzene (CAS 71-43-2) Listed.
 Benzo[a]pyrene (CAS 50-32-8) Listed.
 Naphthalene (CAS 91-20-3) Listed.
 Petroleum distillates (CAS 68476-34-6) Listed.
 Toluene (CAS 108-88-3) Listed.

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

Benzene (CAS 71-43-2)
Toluene (CAS 108-88-3)

US. Massachusetts RTK - Substance List

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

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

Benzene (CAS 71-43-2)
Benzo[a]pyrene (CAS 50-32-8)
Naphthalene (CAS 91-20-3)
Petroleum distillates (CAS 68476-34-6)
Toluene (CAS 108-88-3)

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

Benzene (CAS 71-43-2)
Benzo[a]pyrene (CAS 50-32-8)
Naphthalene (CAS 91-20-3)
Petroleum distillates (CAS 68476-34-6)
Toluene (CAS 108-88-3)

US. Rhode Island RTK

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

US. California Proposition 65

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

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

Benzene (CAS 71-43-2) Listed: February 27, 1987
Benzo[a]pyrene (CAS 50-32-8) Listed: July 1, 1987
Naphthalene (CAS 91-20-3) Listed: April 19, 2002

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

Benzene (CAS 71-43-2) Listed: December 26, 1997
Toluene (CAS 108-88-3) Listed: January 1, 1991

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

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

Inventory status

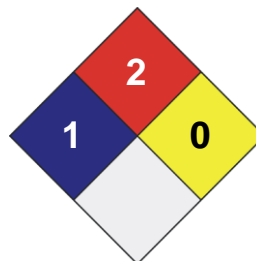
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	* 1
FLAMMABILITY	2
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X

**Disclaimer**

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Prepared by

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Other information

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