

TERMS AND CONDITIONS (READ BEFORE SIGNING)

- 1) Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
- 2) Purchaser shall be responsible for all purchases made by the Purchaser or any other persons using the cardlock cards issued to the Purchaser, regardless of whether used by a person who is authorized or if it is fraudulently used. The Purchaser will immediately notify the Supplier if a card is lost, stolen or misused, and when a card needs to be invalidated when an employee is terminated. The Purchaser agrees that they, or anyone issued cards under their account, will not have the PIN# /security access code on or near the card should it become lost, stolen or used fraudulently in any way, and if the cards are used fraudulently it is the account holders responsibility for full payment of that account.
- 3) The *PrideAdvantage* card or any *Pacific Pride* issued card(s), are considered access cards used to initiate a Pacific Pride transaction to obtain fuel or other services offered through the cardlock system. *PrideAdvantage*, or any *Pacific Pride* issued access card(s), are not a credit card. By signing this application, it is understood that the federal \$50.00 liability limit for credit cards will not apply to any Pacific Pride access cards. You agree by signing this application that any/all purchases will be the responsibility of the account holder/Purchaser. Please note that all purchases on this account whether at cardlock locations, or when used at a Retail accepting fuel site, or at a partner accepting merchants are the responsibility of the account holder/Purchaser.
- 4) Please note that issuance of credit to the Purchaser is independent of the process for issuing a Pacific Pride access card.
- 5) A fee of \$5.00 will be charged to replace any lost or stolen cards.
- 6) If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier. If there are ownership changes made a new application will be filled out reflecting all current company ownership information by Purchaser.
- 7) Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the cardlock system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but expressly not limited to those for bodily injury and property damage, which may be occasioned, by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlock cards delivered to Purchaser hereunder.
- 8) The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
- 9) Supplier shall make its best efforts to maintain the cardlock system in good working order and condition at its expense: provided, however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock system shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser of such person is aware.
- 10) The Purchaser is advised that cardlock sites that are at/or near retail sites will not be paying the posted retail price but the actual cardlock price per gallon. The posted price is for cash or credit card pricing only, not the price for cardlock fueling purchases.
- 11) The Purchaser agrees that they have 30 days from their billing statement date to dispute any charge(s) noted within that statement.
- 12) Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier, and may be terminated upon 10 days notice by either party. Upon termination Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full.
- 13) In the event of a breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchase, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights, sum awarded at trial or on appeal of such suit or action in addition to all other sums provided by law. In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters, and the Purchaser/customer will cover all collection and/or legal costs or fees.
- 14) All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's other branch or regional accounts, whether set up now or in the future.
- 15) The card deposit of \$25.00 will not be refunded after three years. Normally during that time, cards will be reissued at least once and accounts restructured as business changes.
- 16) A \$35.00 handling fee will be charged for all checks returned from the bank for any reason. This charge will be noted on your next statement following the returned check. If two or more checks are returned within a one-year period your account may be cancelled and your access card(s) invalidated.
- 17) I/We hereby grant Roche Oil, Inc. permission to pull a personal/consumer credit report for the purpose of obtaining credit. I certify it is true and authorize you to make a credit investigation.
- 18) I/We agree to the seller's terms and conditions of sale as documented by the seller and agree to make all payments within fifteen days after the date of the statement. In case of default, we agree that venue is in the county of the seller, to pay all attorney fees, court costs, and a price/time differential charge of a 1.5% per month, 18% per annum.

AGREEMENT AND GUARANTY

"I have made the attached statement for the purposes of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billings shall be issued twice each month and payment will be due within 10 days of invoice date. I agree to pay a late charge of 1-1/2% per month (18% per year) or 50¢ minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THIS APPLICATION HEREOF. Notwithstanding that this account is established in the name of a company, I personally guarantee payment of this account. All purchases made on this account will be for commercial use. I agree to all of the terms as outlined above under the 'Terms and Conditions.' In the event of my death, my heirs, executors and administrators shall be bound to this Guaranty until knowledge of such death shall come to the attention of the Credit Manager."

Signed: _____

Printed Name: _____ Date: _____

FOR MAXIMUM SECURITY, DO NOT PUT YOUR PIN# ON OR NEAR YOUR FUELING CARDS