

Van Manen Petroleum Group - Terms And Conditions

- In consideration of Van Manen Petroleum Group extending credit, we do hereby agree jointly and severally to pay all costs, including goods, interest and merchandise supplied to the reverse side named business. In the event it becomes necessary to place the account with an attorney for collection, we agree to pay all costs of collection including reasonable attorney fees and hereby waive our privilege of being sued in the county of residence and agree that suit may be brought in Ottawa County, Michigan.
- We agree to immediately notify Van Manen Petroleum Group at the above address of any change in ownership or form of said business. This instrument shall remain in full force and effect until Van Manen Petroleum Group receives notice of revocation.
- All orders are subject to sales department and credit department approval.
- Any different or additional terms or conditions in the buyer's purchase order or similar communication are objected to and shall not be binding on Van Manen Petroleum Group unless agreed to in writing by an authorized Van Manen Petroleum Group representative. Buyer's acceptance of goods or performance and/ or payment for the goods or services constitutes acceptance of the terms and conditions.
- Van Manen Petroleum Group retains the right to refuse shipments of orders to any account with a past due balance.
- A 1.50% per month finance charge will be placed on all past due accounts.
- Any account with a balance 30 days delinquent will be considered due in its entirety.
- N.S.F. checks or E.F.T. returns may cause an account to be placed on immediate cash in advance status and be subject to an administrative fee.
- In the event of a shortage or dispute, customer must notify Van Manen Petroleum Group within 10 days of receipt of merchandise, specifying the invoice number, nature of dispute and amount under dispute. Beyond this time, the order will be permanently processed and filled as complete, correct and approved.
- No product can be returned without authorization from Van Manen Petroleum Group. All returns must be shipped prepaid.
- All returns are subject to a percentage restock charge, call for more information.
- All new and current accounts requesting changes in credit status may be required to fill out a new credit application with trade reference and/or a current audited financial statement or letter of credit.
- Drum returns must be empty and in good shape in order to receive credit or exchange on them due to the E.P.A.
- Terms and conditions subject to change.

Fuel Management System – Terms And Conditions

- Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
- **This access card is used to initiate a Pacific Pride or AmeriNet transaction to obtain fuel or other services offered through the cardlock system. This access card is not a credit card. Therefore the federal \$50.00 liability limit for credit cards will not apply to these network access cards. Please note that issuance of credit to the Purchaser is independent of the process for issuing a network access card.**
- Minimum purchase of 2,400 gallons of fuel per year from all fuel sources is required if CLASS 1 FLAMMABLES (gas) are purchased.
- In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters.
- Purchaser shall be responsible for all purchases by Purchaser or any other persons using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent. The Purchaser will immediately notify the Supplier if a card is lost, stolen or misused. The Purchaser agrees that they will not have the PIN#/security access code on or near the card should it become used fraudulently.
- The Purchaser agrees to be responsible for any spills and/or fueling facility or equipment damage whether accidental or due to negligent use.
- 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.
- The Purchaser agrees that they have 10 days from their statement date to dispute any charge(s) noted within that statement.
- 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.
- 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. The Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence of misuses of the cardlock system by the Purchaser of any person using the cardlock cards, delivered to the Purchaser hereunder.
- Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense. 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 any person using the cardlock cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser is aware.
- 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. 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.
- In the event of any breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but 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 Purchaser. Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights. Even though no suit or action is filed and if suit or action is filed to enforce the rights of Supplier then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
- All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future.
- A \$25.00 handling fee will be charged for all checks or EFT transactions returned from the bank for any reason. If two or more checks or EFT transactions are returned within a one-year period your account may be cancelled and your access card(s) invalidated from the network.

AGREEMENT AND GUARANTY

I have made the attached statements for the purposes of obtaining credit. I certify the statements are true and authorize you to make a credit investigation. I agree to pay a finance 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 purchase made on this account will be for commercial use.

Owner's or Officer's Signature

Printed Name:

Title:

Date: