

**ADDITIONAL TERMS OF CARDLOCK USE
(TO BE COMPLETED BY ALL CARDLOCK APPLICANTS)**

- 1) The following terms and conditions apply to cardlock customers (Purchaser) and are to be agreed upon in addition to the credit terms found in Ed Staub & Sons (Supplier) Commercial Credit Application and Agreement.
- 2) Purchases will be for vehicles owned and/or operated by the Purchaser (Commercial use only for Oregon customers).
- 3) This access card is used to initiate a Pacific Pride or CFN transaction to obtain fuel or other services offered through the cardlock system. This access card is not a credit card. By signing below it is understood and agreed that the federal liability limit for credit cards will not apply to the Pacific Pride and/or CFN cardlock access cards issued on the account. All purchases will be the responsibility of the account holder/purchaser. Please note that issuance of credit to the Purchaser is independent of the process for issuing a network access card.
- 4) Oregon customers must purchase a minimum of 900 gallons of fuel per year from all fuel sources if CLASS 1 FLAMMABLES (gas) are purchased.
- 5) Purchaser shall be responsible for all purchases by Purchaser or *any* other persons using the cardlock cards issued to Purchaser, regardless of whether use by another person is authorized or is fraudulent. The Purchaser will *immediately* notify the Supplier of a lost, stolen or misused card, and when a card needs to be invalidated when an employee is terminated.
- 6) The Purchaser agrees that they will *not* have the PIN#/security access code on/near the card should it be lost or become used fraudulently in any way.
- 7) The Purchaser shall agree to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
- 8) The Purchaser is advised that cardlock sites that are at/or near retail sites will not be paying the posted retail prices at the site but the actual cardlock price per gallon. The posted price is for cash or credit card purchases only, and not the price of the cardlock fueling purchases.
- 9) The Purchaser agrees that they have 30 days from their billing statement date to dispute any charge(s) noted within that statement.
- 10) If there is any change in the ownership of the Purchaser or if substantial assets of the Purchaser are sold, the Purchaser shall promptly notify Supplier of such sale. Supplier shall have a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier. If ownership changes are made, a new application will be filled out reflecting all current company ownership information.
- 11) 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 or property damage, which may be occasioned by the negligence of misuses of the cardlock system by the Purchaser or any person using the cardlock cards, delivered to the Purchaser hereunder.
- 12) Supplier shall use 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 cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
- 13) Purchaser's right to purchase fuel through the cardlock system may be suspended or terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon suspension or termination, Purchaser agrees to immediately pay all outstanding sums owing to Supplier. A \$25 reinstatement fee will be charged on all suspended cards and must be paid before the cards will be validated for further fuel purchases.
- 14) All terms and conditions of this Agreement are intended to cover the Purchaser's account as well as all of Purchaser's other branch or regional accounts, whether set up now or in the future.

The undersigned attest they are authorized to sign on behalf of the Purchaser and agree to all the terms as outlined above under the Additional Terms of Cardlock Use.

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____