

# ED STAUB & SONS ADDITIONAL TERMS OF CARDLOCK AND FUEL COMMANDER NETWORK CARD 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) Credit Application and Agreement.
- 2) Purchases will be for vehicles owned and/or operated by the Purchaser (Commercial use only for Oregon customers). Non Oregon residents must complete the Oregon Fire Marshal Paperwork to be eligible to fuel at Oregon locations.
- 3) Access cards may be used to initiate a FUEL COMMANDER NETWORK transaction to obtain fuel or other services offered through the FUEL COMMANDER NETWORK cardlock system, participating FUEL COMMANDER NETWORK convenience stores and the Voyager Network. The FUEL COMMANDER Card is accepted at FUEL COMMANDER NETWORK cardlock sites, participating FUEL COMMANDER NETWORK retail sites and the Voyager Network.
- 4) Issuance of credit to the Purchaser is independent of the process for issuing a network access card. Access cards are **not** credit cards and are not subject to the federal liability limit. All purchases will be the responsibility of the Purchaser.
- 5) The Purchaser agrees to be responsible for all purchases by Purchaser or any other persons using FUEL COMMANDER NETWORK cards issued to Purchaser, regardless of whether use is authorized or fraudulent. The Purchaser will immediately notify Supplier if the card is lost, stolen or misused and when a card holding employee is terminated. Purchaser shall also be responsible for monitoring account activity, purchase reports, purchase alerts, exception reports and notify Supplier immediately if fraud or misuse is suspected so appropriate actions to prevent further theft or abuse may be taken. Purchaser further agrees to participate and cooperate in an investigation should misuse or fraudulent purchases occur on cards issued to Purchaser.
- 6) The Purchaser agrees that they will **not** have the PIN#/security access code on or near any FUEL COMMANDER NETWORK card.
- 7) The Purchaser acknowledges that product grade and gallon restrictions placed on FUEL COMMANDER Cards are not enforceable if the cards are used outside of the FUEL COMMANDER NETWORK cardlock sites. Purchaser agrees to pay all charges on the FUEL COMMANDER Cards issued to Purchaser for transactions outside of the FUEL COMMANDER NETWORK regardless of the fuel grade and gallons purchased.
- 8) Oregon customers must purchase a minimum of 900 gallons of fuel per year from all fuel sources if CLASS 1 FLAMMABLES are purchased.
- 9) The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
- 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 FUEL COMMANDER NETWORK Cardlock price per gallon. The posted price is for cash or traditional credit card pricing only, not the price for FUEL COMMANDER NETWORK Cardlock fueling purchases. FUEL COMMANDER NETWORK Participating Retail Site purchases and Voyager Network purchases may or may not differ from the posted retail price at the fueling site.

- 11) Supplier offers tiered discount pricing based on annual gallons purchased on FUEL COMMANDER Cards. All annual gallons purchased with the cards determine the discount tier, however **the discount is only eligible on fuel purchase from FUEL COMMANDER cardlock sites**. Below is the current tier discounts offered by supplier, **PLEASE CIRCLE YOUR ESTIMATED ANNUAL CARDLOCK GALLONS**

### BELOW:

Annual Gallons	500-1,000	1,001-2,000	2,001-5,000	5,001-10,000	10,001+
Discount/Gallon	\$ .01	\$ .03	\$ .05	\$ .06	\$ .07

- 12) The Purchaser has 30 days from the billing statement date to dispute any charge noted within that statement. All dispute notifications must be in writing. Failure to provide written dispute to a charge within 30 days shall constitute a waiver of Purchaser's right to dispute the charge.
- 13) 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.
- 14) Purchaser represents that it and any person using the FUEL COMMANDER NETWORK cards delivered to Purchaser are 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 or retail sites by the Purchaser or any person using the FUEL COMMANDER NETWORK cards issued to the Purchaser hereunder. Purchaser agrees to defend and indemnify Supplier for any claims brought against Supplier by reason of Purchaser's use of fueling facilities, equipment or cardlock system.
- 15) 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 FUEL COMMANDER NETWORK cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
- 16) Purchaser's right to purchase fuel through the FUEL COMMANDER NETWORK cardlock system, participating retail locations and Voyager Network if applicable may be suspended or 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 immediately pay all outstanding sums owing to Supplier.
- 17) A \$50 lockout fee will be charged on all cards suspended for non-payment.
- 18) In the event that any legal action is required to collect on this account, ESS will determine venue for such legal matters and purchaser specifically consents to the venue selected by ESS.
- 19) 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 \_\_\_\_\_

Account #: \_\_\_\_\_



P.O. Box 488 Klamath Falls, OR 97603  
541-887-8547

## DYED DIESEL CERTIFICATE

(To be completed before Dyed Diesel Cards can be issued)

Purchaser Name \_\_\_\_\_ Account # \_\_\_\_\_

Purchaser Address \_\_\_\_\_

IRS & SBOE Tax ID # \_\_\_\_\_

The undersigned buyer hereby certifies that the DYED DIESEL FUEL purchased from Ed Staub & Sons Petroleum Inc will be used for the non-taxable purpose specified below:

- ☐ Use on a Farm for farming purpose
- ☐ Use in a highway vehicle and/or non highway vehicle or equipment that is not registered and is not required to be registered under the laws of any state of foreign country(such as specially designed mobile equipment, construction, mining, manufacturing, processing, farming, drilling, timbering or other such specially designed vehicle or equipment.)
- ☐ Use other than as a fuel in a propulsion engine of diesel-powered vehicle or diesel powered boat (such as home heating, use in stationary engines or separately powered motor to a refrigeration unit, pump, generator or mixing unit
- ☐ Exclusive use of a state or local government
- ☐ Exclusive use of the American Red Cross
- ☐ Use in a boat employed in commercial fishing or transporting persons or property for compensation or hire or any other trade or business, unless the boat is used predominantly for entertainment, amusement, or recreation.
- ☐ Use in a school bus or the exclusive use of a nonprofit educational organization
- ☐ Use in a vessel of water of the United States or any foreign nation

Purchaser is aware that the use of dyed diesel fuel cannot be used for taxable purposes. Purchaser will be prepared to establish by satisfactory evidence the purpose for which Purchaser used the product bought under the certificate.

Purchaser also understands that any fraudulent use of the card(s) issued now and in the future under this certificate to buy taxable fuel free of tax may subject Purchaser to penalties of perjury and tax fraud, which may include fines or imprisonment. Purchaser also understands this agreement includes all bulk purchases of dyed diesel.

Purchaser agrees to indemnify and hold harmless Ed Staub & Sons Petroleum Inc, the FUEL COMMANDER Network, VOYAGER and each of the other member participants including each entity's employees, officers, directors or affiliates thereof, to the fullest extent permitted by law, with respect to any action claim, expense, proceeding, damage, loss or penalty of whatever nature suffered by indemnity as a result of use ex-tax card or account issued to purchaser to improperly or illegally obtain tax exempt fuel, thru their cardlocks or bulk deliveries.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_



**Ed Staub & Sons**  
Energy. Community. Service.

## Card Order Form

Account Name: \_\_\_\_\_

Account #: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Select ALL card types that apply:** (Card Functions Listed Below)

Fuel Commander (FC)

Pacific Pride (PP)

CFN

Elite Fleet (EF)

Card Description (name, trk #, veh #, etc.)	Card Type FC PP CFN EF	*PIN # (Please see below)	Products (DSL, UNL, RED etc.)	Tax Exempt? (PUC, Fed, State)
1 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
2 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
3 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
4 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
5 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
6 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
7 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
8 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
9 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
10 _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			

\*PIN #- Our PINs are 5 digit numbers that cannot lead with a 0. If a PIN is not requested we will assign one for you

Card Functions: Please use the information below to select the best card type for your fleet.

**Fuel Commander-** For Best Pricing use a Fuel Commander Card at any Fuel Commander location. This card also works at over 300,000 retail locations nationwide including Chevron, Shell, Valero, Pilot, Sinclair and many others.

**Pacific Pride-** For Best Pricing use a Pacific Pride Card when fueling at a Pacific Pride Cardlock Location

**CFN-** For Best Pricing use a CFN Card when fueling at a CFN Cardlock Location

**Elite Fleet-** For Best Price use an Elite Fleet Card when fueling at any of our Elite Fleet Participant Locations

When Cards are ready:

- ☐ Mail, Attn: \_\_\_\_\_  
☐ Call for Pickup: \_\_\_\_\_

Notes: \_\_\_\_\_

To Be Completed by Staff

Cards Completed on: \_\_\_\_\_ by: \_\_\_\_\_

## FUEL COMMANDER CARD ORDER DRIVER DETAILS ADDITIONAL INFORMATION

AS REQUIRED BY Office of Foreign Assets Control (OFAC):

U.S. persons must comply with OFAC regulations, including all U.S. citizens and permanent resident aliens regardless of where they are located, all persons and entities within the United States, all U.S. incorporated entities and their foreign branches. In the cases of certain programs, foreign subsidiaries owned or controlled by U.S. companies also must comply. Certain programs also require foreign persons in possession of U.S.-origin goods to comply. [01-15-15]

Card holder name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_  
Line 2) \_\_\_\_\_

City: \_\_\_\_\_ St. \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Card holder name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_  
Line 2) \_\_\_\_\_

City: \_\_\_\_\_ St. \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Card holder name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_  
Line 2) \_\_\_\_\_

City: \_\_\_\_\_ St. \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Card holder name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_  
Line 2) \_\_\_\_\_

City: \_\_\_\_\_ St. \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Customer Name (Please Print): \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Account number: \_\_\_\_\_ - \_\_\_\_\_

Card holder name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_

Line 2) \_\_\_\_\_

City: \_\_\_\_\_ St. \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Card holder name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_

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Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

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Line 2) \_\_\_\_\_

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Card holder name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

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Card holder name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_

Line 2) \_\_\_\_\_

City: \_\_\_\_\_ St. \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Customer Name (Please Print): \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Account number: \_\_\_\_ - \_\_\_\_\_

Card holder name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_

Line 2) \_\_\_\_\_

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Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_

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Line 2) \_\_\_\_\_

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Card holder birthday: MM \_\_\_\_ DD \_\_\_\_ YY \_\_\_\_

Address: Line 1) \_\_\_\_\_

Line 2) \_\_\_\_\_

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Line 2) \_\_\_\_\_

City: \_\_\_\_\_ St. \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Customer Name (Please Print): \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Account number: \_\_\_\_\_ - \_\_\_\_\_