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.
- 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 <u>not</u> 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 <u>not</u> 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 97601 541-887-8547

OREGON FIRE MARSHAL PAPERWORK

(To be completed by all Oregon Cardlock Applicants-diesel only cards excluded)

Dear Oregon Cardlock Applicant,

Thank you for your interest in using Ed Staub & Sons FUEL COMMANDER NETWORK cardlock fueling system. In order to comply with the State of Oregon Ruling, Chapter 837, Division 20, State Fire Marshal Flammable Liquid Dispensing Regulations, all Oregon Cardlock Applicants who desire cards capable of dispensing gasoline must complete the following documents and return to Ed Staub & Sons before the cards can be issued.

- 1. Cardlock Written Customer Agreement.
- 2. Dyed Diesel Certificate (If applicable)

Please do not hesitate to call with any questions you may have.

Thank you,

Credit Department Ed Staub & Sons Petroleum, Inc. 541-887-8547



P.O. Box 488 Klamath Falls OR 97603 541-887-8545

CARDLOCK WRITTEN CUSTOMER AGREEMENT

Business Name:
Address:
City, State, Zip Code:
Phone:
The following is required under ORS 480.345
PROOF OF BUSINESS REQUIREMENT: I/we agree to provide verifiable proof of business in the form of a Federal Employee Identification Number (FEIN), or a copy of a document issued by a governmental agency that clearly indicates ctive participation in the business, government agency, nonprofit organization, or charitable organization. Unless an FEIN is used to verify business, I/we will provide an updated copy (as checked below) either annually or upon expiration.
☐ Unexpired Business License ☐ Current Federal Income Tax Schedule C or F ☐ Equivalent Documentation (subject to approval)
MINIMUM FUEL PURCHASE REQUIREMENT: I/we agree to purchase 900 gallons of Class 1 flammable liquids or diesel fuel from any source annually, or I am exempt from the minimum gallon purchase requirement by checking one of the following below.
I/we have been a continuous cardlock customer since at least June 30, 1991. (Supporting evidence required) I/we engage in farming and claim fuel as a deductible expense and will annually provide a federal schedule F showing on the appropriate line the amount of fuel expenses being deducted. We are one of the following (check as appropriate): □ A government agency providing fire, ambulance, or police services under ORS 480.345 □ A people's utility district organized under ORS chapter 261 □ A domestic water supply district organized under ORS chapter 264 □ A mass transit district organized under ORS 267.010 to 267.390 □ A metropolitan service district organized under ORS chapter 268 □ A special road district organized under ORS 371.305 to 371.360 □ A 9-1-1 communications district organized under ORS 403.300 to 403.380 □ A sanitary district organized under ORS 450.005 to 450.245 □ A sanitary, water authority or joint water and sanitary authority organized under ORS 450.600 to 450.989 □ A rural fire protection district organized under ORS chapter 478 □ A water improvement district organized under ORS chapter 552 □ A water control district organized under ORS chapter 553 □ A port organized under ORS chapter 777
BUSINESS USE REQUIREMENT: I/we agree to dispense Class 1 flammable liquids only into motor vehicles, or approved containers, that are owned or used by this business, government agency, nonprofit organization or charitable organization. I will not dispense fuel for personal use.
FIRE SAFETY TRAINING REQUIREMENT: I have completed the fire safety training as required by the State Fire Marshal, and agree that each individual and employee allowed to dispense Class 1 flammable liquids for my account will eccive or has received the fire safety training <u>before</u> dispensing any gasoline.
By signing this agreement, I certify that all information provided is true and correct and I/we understand that my/our count may be cancelled for violations of this agreement or State Fire Marshal cardlock regulations.
Typed or Printed Name:
Juder ORS 162.075, falsely certifying that you are qualified to be a non-retail fuel customer or that the above information is true and orrect, when it is not, is a Class A Misdemeanor.



FIRE SAFETY TRAINING

PLEASE READ CAREFULLY

The following are guidelines you MUST follow when using a cardlock facility.

NO SMOKING GASOLINE IS FLAMMABLE



NO SMOKING

Smoking is not permitted. Doing so could result in a serious fire and/or iniury.

FIRE EXTINGUISHER LOCATION & USE

Location and instructions for use must be conspicuously posted.

TO USE:

- Hold the extinguisher upright, pull ring pin. 1.
- 2. Stand back 8 feet from the fire.
- 3. Aim at base of fire and squeeze lever.
- Sweep side to side.



IDENTIFY EMERGENCY EQUIPMENT

Emergency equipment has been installed at this site. Signs have been posted to help you identify it.

BEFORE fueling, please note the location of the following emergency equipment.

- FIRE EXTINGUISHERS
- A RED EMERGENCY STOP BUTTON is on the card reader station panel. This will shut down the fuel pumps.
- AN EMERGENCY SHUT OFF SWITCH. This allows you to shut down the entire system from a location other than the fueling island. It is clearly identified with a sign. If a fire starts use the EFSO.
- A TELEPHONE or a fire alarm transmitting device.

THE SITE OPERATOR'S telephone number is posted at the site. If you need assistance or need to report a spill or problem, call this number.

CONTAINERS

Only approved containers may be filled.

Approved containers must meet the following requirements:

- 1. CLEARLY MARKED with the name of the liquid. (NFPA No. 30A, Sec. 9.2.3.2)
- 2. Constructed of metal or approved plastic, have a tight closure, and be fitted with a spout or be so designed that the contents can be poured without spilling. (OFC 3404.3-NFPA 30 4.2)

P.O. BOX 488 KLAMATH FALLS, OR 97601

- 3. A metal or *plastic safety can that holds 5 gallons or less.
 - (NFPA 30, Sec. 6.2.3)
 - *An approved plastic container is one that has been tested and listed to be in compliance with the requirements of ASTM F 852 or F 976, ANSI/UL 1313, or 49 CFR.
- 4. A metal drum, meeting DOT specifications that holds 60 gallons or less (NFPA 30, Sec 4.2.3)

Procedures for fueling portable containers:

- Portable containers up to 12 gallon must be placed on the ground before filling. **DO NOT FILL PORTABLE CONTAIN-**ERS WHILE THEY ARE IN A TRUNK, A BOAT, OR BED OF A PICKUP! (NFPA No. 30A, Sec. 9.2.3.3)
- Do not use latch open devices when filling portable containers.

OTHER PRECAUTIONS

- STOP YOUR ENGINE and put your vehicle in PARK or set your emergency brake. You MUST STOP your engine before fueling. Discharge static electricity before touching the nozzle.
- You must remain outside your vehicle and must attend the nozzle and be in full view of the nozzle while refueling.

HOW TO BEGIN FUELING

- Insert access card into the card reader and remove it. Directions will appear on the screen of the card reader.
- Enter your security number. Press ENTER. (On a two card system, you will now enter the vehicle card using the same process).
- Activate the pump by entering the pump number. Press ENTER.
- Lift the nozzle from the pump and insert the nozzle deeply into the fuel tank.
- Activate the pump by lifting the lever on the side of the pump.
- Pull the trigger on the nozzle and begin to dispense fuel.

The optimum nozzle setting for speed of delivery is between ½ and ¾ open. Faster delivery may result in a spill.

If the nozzle is activated too quickly, a leak detector will automatically slow pumping to a trickle. If this happens, release the trigger on the nozzle and wait 20 seconds. Pull trigger back on and pumping should be normal.



FUELING COMPLETED

- The nozzle should click off when the tank is full.
- Shut the pump off by moving the lever on the pump down.
- Return the nozzle to its hanger.

IN CASE OF FIRE, SPILL OR RELEASE

- 1. USE EMERGENCY PUMP SHUTOFF
- CALL 911 TO REPORT THE ACCIDENT, or press the fire alarm if no phone is available.

IN CASE OF SPILL OR RELEASE: CALL THE OPERATOR EMERGENCY NUMBER.

WARNING: Driving away with the nozzle still in your vehicle can result in fire or spill, which could lead to extreme damage and serious injury.

If you do drive off with the nozzle in the vehicle, follow the procedures below:

- STOP VEHICLE.
- 2. TURN PUMP OFF.
- 3. PUT HOSE BACK ON PUMP IF POSSIBLE.
- 4. REPORT INCIDENT USING EMERGENCY NUMBER POSTED AT SITE.

Advise of:

- Your Location
- Pump Number
- Date and Time
- Your Name and Telephone Number

If other assistance is needed call the emergency number and report the problem.

CAUTION! HAZARDOUS MATERIALS

ALL FUELS ARE HAZARDOUS. Please read the following warning statements carefully.

DANGERS OF GASOLINE

- Gasoline is extremely flammable.
- Harmful or fatal if swallowed.
- May be harmful if inhaled or absorbed through the skin.
- May cause irritation.
- May be harmful if absorbed through *skin*.
- Long term exposure to *vapors* has caused *cancer* in laboratory animals.
- Keep away from heat, sparks, and flame.
- Avoid breathing vapor.
- Use only in well ventilated locations.
- Avoid contact with eyes and prolonged contact with skin. Wash thoroughly after handling.
- Keep container closed.
- FOR USE AS MOTOR FUEL ONLY.

DANGERS OF DIESEL

- Diesel is *combustible*.
- May cause irritation to *eyes*.
- Avoid contact with eyes.
- Middle distillates (including diesel) have caused *skin cancer* and *kidney damage* in laboratory animals.
- Keep away from heat and flame.
- Use only in well ventilated locations.
- Avoid prolonged or repeated contact with skin. Wash thoroughly after handling.
- Keep head away from container when opening or dispensing.

FIRST AID PROCEDURES

It is important that you follow these emergency and first aid procedures if you come into contact with gasoline and diesel fuel.

EYES: Flush with water for 15 minutes.

SKIN: Wash exposed areas with soap and water.

 $\underline{\mathsf{INGESTION}} : \mathsf{DO}\ \mathsf{NOT}\ \mathsf{induce}\ \mathsf{vomiting}.$ May cause chemical pneumonitis. Call doctor.

<u>INHALATION</u>: Should symptoms noted under physiological affects occur, remove to fresh air. If not breathing, apply artificial respiration.

OTHER INSTRUCTIONS: Remove gasoline or diesel soaked clothing.

PHYSIOLOGICAL EFFECTS: Acute Effects - Severe With Short Duration

Gasoline AND Diesel:

- Causes slight to moderate *eye* irritation.
- Moderately irritating to the skin; causes redness, edema, or drying of the skin.

Gasoline:

- May cause dizziness; irritation of eyes, nose and throat; vomiting; and bluish color of the skin.
- To the central nervous system, may cause contracted pupils, loss of reflexes, convulsions, seizures, sudden loss of consciousness, coma, and sudden death
- Other symptoms are: Headaches, mental confusion and depression, flushing of the face, loss of appetite, nausea, slurred speech, and difficulty in swallowing.

Diesel:

 Inhaling high concentrations of diesel vapors may cause drowsiness or unconsciousness (narcosis).

Chronic Effects - Severe With Long Duration

Recent studies with laboratory animals have shown that <u>diesel and gasoline</u> vapors cause kidney cancer in mice.

IMPORTANT NOTICE

The FIRE SAFETY TRAINING BROCHURE meets all requirements of Oregon Administrative Rules, Chapter 837, Division 20 and the Flammable Liquids Dispensing Regulations, ORS 480.345.

Please read and provide this information to all employees who are authorized to dispense fuel prior to dispensing. This brochure contains important information for those who operate nonretail fuel dispensing equipment.



Revised 0826/16

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 puwill be used for the non-taxable purpose specified below:	urchased from Ed Staub & Sons Petroleum Inc
 [] Use on a Farm for farming purpose [] Use in a highway vehicle and/or non highway vehicle or equipment registered under the laws of any state of foreign country(such as special construction, mining, manufacturing, processing, farming, drilling, to vehicle or equipment.) [] Use other than as a fuel in a propulsion engine of diesel-powered wheating, use in stationary engines or separately powered motor to a second process. [] Exclusive use of a state of local government. [] Exclusive use of the American Red Cross. [] Use in a boat employed in commercial fishing or transporting personany other trade or business, unless the boat is used predominantly. [] Use in a school bus or the exclusive use of a nonprofit education. [] Use in a vessel of water of the United States or any foreign nation. 	pecially designed mobile equipment, timbering or other such specially designed wehicle or diesel powered boat (such as home a refrigeration unit, pump, generator or mixing unit ons or property for compensation or hire or of for entertainment, amusement, or recreation.
Purchaser is aware that the use of dyed diesel fuel cannot be used for to establish by satisfactory evidence the purpose for which Purchaser used	
Purchaser also understands that any fraudulent use of the card(s) issue buy taxable fuel free of tax may subject Purchaser to penalties of perjury mprisonment. Purchaser also understands this agreement includes all	y and tax fraud, which may include fines or
Purchaser agrees to indemnify and hold harmless Ed Staub & Sons Pete VOYAGER and each of the other member participants including each er or affiliates thereof, to the fullest extent permitted by law, with respect to oss or penalty of whatever nature suffered by indemnity as a result of us ourchaser to improperly or illegally obtain tax emempt fuel, thru their car	ntity's employees, officers, directors any action claim, expense, proceeding, damage, se ex-tax card or account issued to
Signature	Title
Print Name	Date
Addraga	



Card Order Form

,					
Account Name:			Accour	nt #:	
Contact: Phone:			nail:		
Select ALL card types that ap	ply: (Ca	rd Functions L	isted Belo	w)	
Fuel Commander (FC)	Pacific Pric	le (PP)	CFN	Elite	Fleet (EF)
Card Description (name, trk #, veh #, etc.)	Card Type				•
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
*PIN #- Our PINs are 5 digit num one for you		d with a 0. If a	PIN is not r	equested v	ve will assign
Card Functions: Please use the i	nformation below to	select the best	card type	for your fle	eet.
Fuel Commander- For Best Pricing works at over 300,000 retail location Pacific Pride- For Best Pricing use a CFN- For Best Pricing use a CFN Carelite Fleet- For Best Price use an Elication Commands.	ons nationwide includir Pacific Pride Card whe d when fueling at a CF	ng Chevron, Shell en fueling at a Pa N Cardlock Locat	, Valero, Pilo cific Pride Ca ion	ot, Sinclair a ardlock Loca	nd many others. ation
When Cards are ready: Mail, Attn: Call for Pickup:		Notes:			
		To Be Com	pleted by S	taff	
		Cards Complete	ed 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)			
City:		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 Pr Customer Signature:	int):		
Customer Signature:Account number:			Date://

Card holder name: First	N	/liddle	_Last	
Card holder birthday: MMD	DYY			
Address: Line 1)				
Line 2) S	t Zip C	Code		
Card holder name: First	N	/liddle	_Last	
Card holder birthday: MMD	DYY			
Address: Line 1)				
Line 2) S	t Zip C	Code		
Card holder name: First	N	/liddle	_ Last	
Card holder birthday: MMD	DYY			
Address: Line 1)				
Line 2) S	t Zip C	Code		
Card holder name: First	N	/liddle	_ Last	
Card holder birthday: MMD	DYY			
Address: Line 1) Line 2)				
City: S	t Zip C	Code		
Card holder name: First	N	/liddle	_Last	
Card holder birthday: MMD	DYY			
Address: Line 1)				
Line 2) S	t Zip C	Code		
Customer Name (Please Print):				
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)	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	-
Card holder name: First		Middle	Last
Card holder birthday: MM	DD	YY	
Address: Line 1)			
Line 2) City:	St	Zip Code	
Customer Name (Please Pri	int):		Data: / /
Account number:			Date://