

ADDITIONAL TERMS CARDLOCK USE

- 1) Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
- 2) 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 fueling access cards. Please note that issuance of credit to the Purchaser is independent of the process for issuing a network access card.
- 3) Minimum purchase of 2,400 gallons of fuel per year from all fuel sources is required if CLASS 1 FLAMMABLES (gas) are purchased.
- 4) In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters.
- 5) 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.
- 6) The Purchaser agrees to be responsible for any spills and/or fueling facility or equipment damage whether accidental or due to negligent use.
- 7) 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.
- 8) The Purchaser agrees that they have 30 days from their statement date to dispute any charge(s) noted within that statement.
- 9) 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.
- 10) 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 or any person using the cardlock cards, delivered to the Purchaser hereunder.
- 11) 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.
- 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. 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 any 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 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.
- 14) 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.
- 15) A \$40.00 handling fee will be charged for all checks returned from the bank for any reason. If two or more checks 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 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.

Signed: _____ **Date** _____

Printed Name: _____ **Title** _____

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

PHONE #: 717-848-5001
FAX #: 717-848-5375

Edris Oil Service Inc

1225 Columbia Ave
York, PA 17404

www.edrisoil.com

Are you presently a Pacific Pride or AmeriNet Card holder? **Card #:** _____ **When did you last use your card?** _____ / _____ / _____
Yes No

Federal ID # _____ Social Security # _____

Full Name of Firm _____ Phone Number: _____ Fax Number: _____
() ()

Mailing Address _____ City/State _____ Zip _____

Street Address _____ City/State _____ Zip _____

Home/Head Office Address _____ City/State _____ Zip _____ Phone Number: _____
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CHECK APPROPRIATE BOX AND PROVIDE INFORMATION AS REQUESTED

Single Entity Partnership How Long in Business? _____ Name and Address of Parent Company: _____
Not a Subsidiary _____
Subsidiary Other Type of Business: _____
of Parent Company _____
If in business less than two years please give name, address and length of time of employment for the last five years: _____
Corporation _____ Under what other company names have you operated? _____
State: _____

Please list the names and titles of partners or corporate officers : _____ Address / _____ City / _____ State / Zip _____ Phone Number: _____
() _____
_____ Address / _____ City / _____ State/Zip _____ Phone Number: _____
() _____

Applicant/Owner/Officer _____ Title _____ Spouses Name: _____
Home Address _____ City/ _____ State/ _____ Zip _____ Home Phone: _____
() _____

Driver's License Number _____ State of Issue _____ Social Security Number _____ Date of Birth _____
Name of Nearest Relative not living with you: _____ Relationship _____ Telephone Number: () _____

Have you ever filed bankruptcy? **Spouse also, if an officer.** Yes No Personally Business
If so, when? _____ Where? _____ City/State _____

REFERENCES _____ City _____ State _____
Bank Name and Branch _____
Name of Bank Officer _____ Account # _____ Telephone Number () _____
Current Petroleum Supplier _____ Telephone Number () _____
Alternate Supplier _____ Telephone Number () _____
Trade Reference _____ Account # _____ Telephone Number () _____

Estimated Monthly Usage Gallons: / _____ Accounts Payable Contact _____ Telephone Number _____
() _____
Person(s) to contact regarding arrangements for cards _____ Telephone Number _____ Cellular Number _____
() () _____

I authorize this organization to request a consumer and business credit report for purposes of determining my current and continued credit worthiness. The permissible purpose(s) for which the report is being obtained certifies the report will not be used for any other purpose. I understand that this organization will be requesting a consumer credit and business report in conjunction with this commercial business application. I release all such persons from any liability or damages that may be incurred as a result of such an inquiry or the furnishing of such information. I certify that the information on this application is true and complete. Additionally, I agree to all of the terms as outlined on page two of this application.

Signature _____ Title _____ Date _____

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