

TERMS AND CONDITIONS

Fixed Price Contract: CUSTOMER agrees to buy and SUPPLIER agrees to sell stated quantity of named product for a fixed price. DEPOSIT required under the Agreement shall be applied to purchases made at the per unit rate.

Max Price Contract: CUSTOMER agrees to buy and SUPPLIER agrees to sell stated quantity of named product for a price not to exceed the stated MAXIMUM. IF the current retail price drops below the stated MAXIMUM, the CUSTOMER will be charged the lower price for as long as that price remains current. MAX PRICE FEE is not refundable and IS NOT APPLIED TO THE PURCHASE OF ANY PRODUCT under the Agreement.

Max Price Term: The dates during which the max price protection is effective

Fulfillment of Contract: All Contracts must be fulfilled by CUSTOMER no later than 5:00 p.m. on the last business day of the Delivery Period. CUSTOMER agrees to provide SUPPLIER with delivery instructions at least ten days prior to the last day of the delivery period. In the event the CUSTOMER fails to fulfill the terms and conditions of this Agreement, SUPPLIER shall have the right to complete the Agreement as follows:

If CUSTOMER fails to take delivery of contracted product under the Agreement, the CUSTOMER will reimburse the SUPPLIER the difference between the contract price and the current price (if positive) on undelivered product. Prepaid DEPOSIT on undelivered product will be applied to any required reimbursement.

In the event the difference between the contract price and the current price is a negative value, an amount up to the full amount of deposits made on undelivered product MAY be refunded to CUSTOMER. Under no circumstances will MORE than the resultant negative value be refunded to CUSTOMER.

Under no circumstances will any MAX PRICE FEE be refunded to the CUSTOMER. Failure to take delivery on MAX PRICE CONTRACTS will NOT result in required reimbursement to SUPPLIER.

Taxes: CUSTOMER agrees to assume and pay all taxes, inspection fees, assessments or other like charge which is levied, assessed or imposed by federal, state, or local authority upon transactions as contemplated by the Agreement.

Risk of Loss: Title and risk of loss for all refined products delivered by SUPPLIER to CUSTOMER in accordance with this Agreement shall pass from SUPPLIER to CUSTOMER when the product passes from the SUPPLIER's delivery equipment to the CUSTOMER's tank or equipment.