

FLEET CREDIT PROGRAM
TERMS AND CONDITIONS

The following terms and conditions ("Terms and Conditions") apply to the purchase of fuel and other items and services by _____ ("Customer") from Good Oil Company, Inc. ("Good Oil"). These Terms and Conditions are subject to change, from time to time, at Good Oil's sole discretion.

1. **Definitions.** The below words and phrases have the following meanings:
 - (A) "Account" shall mean the credit extended to Customer by Good Oil. An Account may be evidenced by a plastic card or an account number.
 - (B) "Account User" shall mean Customer, or any other entity or individual authorized by Customer, and approved by Good Oil, to use Customer's Account.
 - (C) "Customer" shall mean the customer entity, designated above, who has applied for and been approved for an Account by Good Oil.
 - (D) "Good Oil" shall mean Good Oil Company, Inc., an Indiana domestic for-profit corporation, with a primary business address of 1201 N. US 35, Winamac, IN 46996.
 - (E) "Transaction" shall mean the use of the Account to purchase fuel, or other goods or services (if applicable) from Good Oil.
 - (F) "Unauthorized Transaction" shall mean a transaction made on the Account by any person or entity other than the Account User.

2. **Credit and Accounts.**
 - (A) Good Oil may, in its sole discretion, extend credit to Customer after a complete and accurate application has been completed. If requested, Customer agrees to furnish Good Oil copies of its financial statements, or other financial information as soon as available. Financial statements shall have been prepared in accordance with generally accepted accounting principles, consistently applied and shall be in accordance with the books and records of Customer. Failure to present requested financial information may result in the termination of Customer's Account.
 - (B) Good Oil may suspend an Account, or refuse to authorize any Transaction, in its sole discretion, in the event that any balance is past due. Customer shall, immediately upon request, pay the entire balance due on the Account within Fifteen (15) days.

- (C) Customer shall designate the following internal contact, in order to (i) provide Good Oil with the information necessary to establish and maintain Customer's Account, (ii) receive all Account numbers or reports, or (iii) receive other Account information:

Name: _____

Position: _____

Email: _____

Telephone Number/Fax: _____

Company Address: _____

Good Oil is authorized to take instruction from any contact with apparent authority to act on Customers behalf. Unless and until Customer reports any errors in Account information, Good Oil is entitled to rely on that information for servicing Customer's Account.

- (D) During this Agreement, in addition to its initial application, Customer hereby authorizes Good Oil to check its credit references, credit history, and other business information as needed, in order to service Customer's account or manage Customer's relationship with Good Oil. To the extent permissible under applicable law, Customer consents to providing Good Oil a secured interest in Customer's tangible assets, including, but not limited to, Customer's trucks, trailers, equipment, accounts receivable, and the like. Customer consents to Good Oil filing a UCC-1 Financing Statement on any of Customer's assets, to secure its rights in the case of a Default, whenever and wherever the assets are located within the United States. Customer agrees to promptly provide Good Oil with adequate assurances if Good Oil has concern over Customer's ability to honor the terms of this Agreement. Said assurances may include: (a) a personal guarantee from a thirty party which Good Oil, in its sole discretion, approves, (b) escrow of funds, or (c) execution of a Letter of Credit or similar document under applicable Indiana law.
- (E) Customer and Good Oil hereby acknowledge that this Agreement is a billing Agreement for Fuel Purchases, only. Any other goods or services Customer wishes to engage Good Oil to provide shall be set forth in a separate written agreement, and signed by both Parties.
- (F) Customer may use its Account to purchase dyed special fuel. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Good Oil shall not be liable for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Good Oil may provide information regarding Customer's dyed special fuel purchases, without prior authorization from Customer. Customer agrees to indemnify and hold Good Oil harmless for any and all fines, fees, penalties or damages Good Oil may suffer due to Customer's misuse of dyed special fuel purchases.

- (G) Customer acknowledges that this Agreement shall not be binding on Good Oil until Good Oil has confirmed credit terms, credit worthiness of Customer, and has written a Letter of Intent to Customer, which lays out the payment terms for any goods or services supplied under this Agreement. Such Letter of Intent, and any modification or amendment thereto, is hereby incorporated by reference into this document, as if set forth verbatim herein. The Terms and Conditions, as set forth in this Agreement, may be amended from time to time as set forth herein, in the sole discretion of Good Oil.
- (H) All payments shall be made via electronic funds transfer (EFT) from an account, mutually agreeable to both Customer and Good Oil. Payment shall be made within fifteen (15) or thirty (30) days, as agreed to, by both Parties, in the Letter of Intent.

3. **External Controls.**

- (A) Customer is responsible for all transactions made by its current and former employees, contractors, affiliates, subsidiaries, or subcontractors who run Transactions or use Customer's Account number. It is Customer's responsibility to monitor all Account activity.
- (B) Good Oil offers a number of security features on its Fleet Card, which shall be set forth in your Letter of Intent and other Operation Materials, which shall be provided by Good Oil prior to authorization of your Account.

Should you fail to enable the available card or account security features, and your card(s) or account information is compromised during any transaction with Good Oil, or in any transaction with a third party, and/or used by an unauthorized third party in a transaction with Good Oil on your account, you will assume all responsibility for any and all purchases made.

- (C) In the event that Customer knows of or suspects the loss, theft or possible unauthorized use of its Account, Customer should immediately notify Good Oil. Until notified, Good Oil will assume any and all account usage is authorized by Customer, and Customer will be liable for any and all charges.
- (D) Excluding instances of gross negligence or willful misconduct by Good Oil, Customer shall assume all responsibility and be liable to Good Oil for all unauthorized use or Unauthorized Transactions that occur including, but not limited to, the following: (i) all charges made on a lost, stolen, or otherwise compromised Card until immediate notice is given to Good Oil as provided in this Agreement; (ii) such use or suspected use occurs as a result of the Customer's lack of reasonable security precautions and Controls surrounding the Cards or Accounts as more fully described in this Agreement; or (iii) such use results in a benefit, directly or indirectly, to the Customer or Account User. Misuse as defined by internal Customer policy by an Account User or other employee does not constitute unauthorized use or an Unauthorized Transaction.

4. **Additional Fees.**

- (A) Customer understands and agrees that if an Account User receives a cash advance in connection with a transaction on the Account, Good Oil may charge Customer an additional processing fee per cash advance transaction.
- (B) Customer agrees Good Oil may charge Customer an additional processing fee per Cat Scale transaction.
- (C) Should any transfer, check, or other payment from Customer be returned to Good Oil, Customer agrees that it will be charged a Thirty Dollars (\$30.00) processing fee for each payment returned to Customer for insufficient funds or for any other reason which would cause the funds to be unavailable to Good Oil.

5. **Payment Surety.**

- (A) Customer agrees to be liable to Good Oil for the payment of the invoices pursuant to this Agreement. Payment is due in full within Seven (7) Calendar Days from delivery (“**Payment Period**”) and as stated on your invoice. If the payment due date falls on a non-Business Day, payment is due on the Business Day after the payment due date. Accounts not paid in full by agreed to terms (including late charges) will automatically be suspended and placed on hold until the outstanding balance is paid in full. Good Oil shall also reserve the right to immediately terminate this Agreement if payment is not made within the Payment Period. Reactivation of your account will be at Good Oil’s sole discretion. Good Oil reserves the right to request additional security or to alter the terms of this Agreement if your account has any delinquencies.
- (B) In the event of delinquent payments in a payment period, Customer will forfeit any discounts or rebates in the Active Deal Report and Letter of Intent that Good Oil had agreed to give Customer for any purchase made by Customer during the applicable payment period(s) and for all purchases made by Customer after Good Oil’s notice of termination of this Agreement (i.e., Customer will pay full retail prices and any applicable transaction fees on purchases made during the period of non-payment and after such termination.)

6. **Late Fees.** If Customer’s timely payment is not received within the Payment Period, Customer’s account shall be considered delinquent and the account will be subject to late charges at the rate of Fifteen percent (15%) per annum or the highest rate allowed under applicable law, whichever is lower, retroactive to date of the unpaid invoice or invoices, or any portions thereof remaining unpaid. Good Oil will begin to assess late fees on the first day following the date a payment is due and is not posted to the Account by the end of the Business Day. The late fee will apply to all past due amounts.

7. **Application of Payments and Early Payments.** Payments will be applied first to unpaid fees and then to any unpaid balances. In addition to any other rights now or hereafter granted under applicable law, Good Oil may, without notice, set off and apply any and all monies, and any and all other indebtedness at any time held by Good Oil to or for Customer’s credit or account, against or on account of any indebtedness owed by Customer to Good Oil or any of Customer’s other obligations and liability to Good Oil, howsoever arising. Customer or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

8. **Disputed Amounts.** If Customer believes an invoice contains information that is incorrect, it must bring the discrepancy to Good Oil's attention in writing within the Payment Period or timely pay the invoice in full. If Customer does bring a discrepancy to Good Oil's attention in writing within the Payment Period, Customer must pay Good Oil the undisputed portion of the invoice within the Payment Period. All discrepancies or disputes of charges must be sent in writing to Good Oil within sixty (60) days from the billing date or they will be considered final and binding and unconditionally waived by Customer. The dispute should detail Customer's name and account number, the specific transactions and total dollar amount of the dispute, as well as a description or possible explanation of the error.

9. **Default.**

(A) Either party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Customer to remit payment to Good Oil in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, other than an event of nonpayment by Customer, provided the breach is not remedied within Fifteen (15) days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (vii) the default by Customer under any other agreement between Customer and Good Oil.

(B) If Customer Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Good Oil may terminate this Agreement; and (iv) Good Oil will have the right to bring suit and exercise all rights and remedies available under applicable law which may include the payment of all reasonable costs of collection. Good Oil may, in its sole discretion: (i) immediately suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms with or without notice to Customer. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

10. **Term and Termination.**

(A) This Agreement is effective upon acceptance of the application for an Account by Good Oil and may be terminated by either Party, with or without cause, upon thirty (30) days advance written notice. Upon termination, Customer is still obligated to pay for all Transactions made prior to the effective date of the termination. Customer may retain a copy of any records or Account information for archival or data retention purposes.

(B) Notwithstanding the other provisions herein, Good Oil may, at any time, elect to immediately terminate or modify products or services described in this Agreement.

11. **Force Majeure.** In no event shall either Party be liable to the other Party (except for payment of money on outstanding amounts on the Account) for any failure or delay in performance wholly or in part due to causes or circumstances beyond its reasonable control and without its fault or negligence including, but not limited to the following: Acts of God; acts of the public enemy; civil disturbance; war; acts of the United States of America or any state, territory or political division of the United States of America; fires; floods; natural disasters; pandemic or epidemic events, regional, statewide, or nationwide strikes, or any other general labor dispute not specific to that party; communication line failures; and/or freight embargoes (collectively “**force majeure**”). A party’s failure to perform its obligations under this Agreement due to force majeure events will not be considered breach or Default if the party has made its best efforts to: (i) comply with its obligations; (ii) avoid an interruption of its performance; and (iii) resume its performance. The party claiming a failure or delay in performance under this Agreement due to force majeure must promptly notify the other party in writing. In the event that any such force majeure failure or delay continues for a period of more than ten (10) business days, the other party may, upon written notice to the other party, have the option of terminating this Agreement without incurring additional liability.

12. **Assignment and Amendment.** Customer may not assign this Agreement or any interest, payment, or rights under this Agreement for any reason, without Good Oil’s prior written consent, which shall not be unreasonably withheld.

13. **Covenants.** The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable agreement of each party, and its execution and performance of this Agreement: (i) does not constitute a breach of any agreement of either party with any other party, or of any duty arising in law or equity; (ii) does not violate any law, rule or regulation applicable to it; (iii) is within the party's corporate powers; and (iv) has been authorized by all necessary corporate action of the parties.

(A) Customer agrees to provide any evidence of corporate (or other organizational) existence and authorization that Good Oil may reasonably request, in its sole discretion. Failure of Good Oil to request evidence of corporate (or organizational) existence may not be used against Good Oil. Additional documentation, such as EFT authorization documents, credit information, and prior tax statements and financials, is also within the purview of documentation Good Oil may reasonably request, and Customer shall have the obligation to provide any and all such requested documentation.

(B) For Good Oil’s continued compliance with banking and credit underwriting standards, Customer will provide Good Oil with advance written notice of: (i) any change in Customer’s legal structure or legal name; (ii) any consolidation, merger or sale of a substantial part of Customer’s assets; or (iii) any change of control of Customer as well as if an employee of Customer that has provided a guaranty of payment has terminated their relationship with Customer. Good Oil reserves the right to make any necessary modifications to the Account terms based upon changes made by Customer as referenced above.

14. **Severability and Waiver.** If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
15. **Attorney Fees & Costs.** Customer shall be liable to Good Oil for any and all attorney fees and costs incurred by Good Oil, including court costs, to enforce any provision of this Agreement.
16. **Indemnity.** Customer agrees to protect, indemnify, hold harmless, and defend Good Oil, its members, officers, directors, managers, and employees, against any and all actions, claims, damages, demands, suits, and other liabilities, including reasonable attorney fees and other expenses of litigation arising out of, in whole or in part, Customer's or its employees' or agents' breach of any term of this Agreement, or any omission in the performance of this Agreement, excepting therefrom any action that is attributable to Good Oil's gross negligence or willful misconduct.
17. **Waiver of Jury Trial; Service of Process and Class Actions.** Customer hereby waives any right that it has to have any dispute relating to this Agreement, the Letter of Intent, Customer's Application for Credit, or any related or incorporated documents, heard by a jury. Any claim brought by Customer against Good Oil must be brought in the Customer's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Customer expressly waives any ability to maintain or participate in any class action in any forum. Customer waives personal service of process in connection with any action or proceeding commenced by Good Oil in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Good Oil's records.
18. **Disclaimers and Limitations.**
 - (A) Good Oil shall not be liable for any loss sustained by any party resulting from any act, omission or failure to act by Good Oil, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Good Oil's gross negligence or willful misconduct. Good Oil's liability under this Agreement shall be limited to actual damages incurred by Customer as a direct result of Good Oil's gross negligence or willful misconduct. In no event shall Good Oil be liable for any incidental, special, exemplary, consequential, or punitive damages, and any right or claim to either is expressly and unconditionally waived.
 - (B) Except as otherwise required under law, Good Oil makes no warranty with respect to goods, products or services purchased on credit through Good Oil. Good Oil further disclaims all warranties with respect to goods, products and services purchased on the Account, including, without limitation, the implied warranty of merchantability.
 - (C) Customer acknowledges and agrees that Good Oil is not liable to Customer for any loss, liability or damages Customer suffers which result from, are related to, or in any way are

connected with any fraud control or purchase restriction measures Good Oil elects to implement from time to time, unless such loss, liability or damage is a direct result of Good Oil's gross negligence or willful misconduct in implementing fraud control or purchase restriction measures Good Oil has expressly agreed in writing to undertake for Customer.

19. **Governing Law.** This Agreement, its validity, performance, and all matters relating to the interpretation of this Agreement shall be governed by the laws of the State of Indiana.
20. **Notices.** Any notice required or permitted shall be in writing and shall be validly given only if delivered in person or sent by registered or certified mail (return receipt requested, postage prepaid), reputable overnight courier, emailed, or faxed (any notices sent by Good Oil to Customer by email or fax are effective immediately upon transmission). Customer shall be solely responsible for updating its contact information, including its email address, if notices need to be sent to an alternate address in the future. Any notices to Good Oil shall be sent, in writing, to the following address:

Good Oil Company, Inc.
1201 N. US 35, Winamac, IN 46996
Attn: Legal Department

ACKNOWLEDGED AND ACCEPTED:

CUSTOMER:

PRINT: _____

GOOD OIL COMPANY, INC.:

Don. A Good, President