



PACIFIC PRIDE NETWORK FUELING ACCESS CARD AGREEMENT

Sturdy Oil Co. requires all customers read and sign this agreement acknowledging that they have an understanding and will adhere to billing and safety requirements as follows;

CUSTOMER ACKNOWLEDGEMENT:

1. Customer agrees not to let their employee(s) (Commercial only) use the cardlock system until Sturdy Oil Co. has instructed them as to the proper use by undersigned or at undersigned's request.
2. Customer represents and agrees that products purchased will not be used for any purpose which violates the laws of the State of California or the United States.

SAFETY PROCEDURES:

1. For your safety please note the location of the fire extinguishers as they are available at all PACIFIC PRIDE locations. Be sure to spot the one nearest you.
2. For your safety please note the location of the Emergency "SHUT OFF" Switch (red button) located within 75 feet of the island(s). The shut off switch allows you to shut down the entire system from a location other than the fueling island(s). This switch is clearly identified.
3. For your safety please note the location of the pay telephone. Note: you can place a call by dialing "operator" without coins for emergencies. Telephone "911" in case of emergencies.
4. Customer agrees to acknowledge that their employee(s) understands the hazards associated with petroleum products flammability, especially propane.
5. Customer agrees to observe an absolute "NO SMOKING" rule at any PACIFIC PRIDE cardlock facility.
6. Customer agrees to turn off engine, lights and auxiliaries.
7. DO NOT LEAVE YOUR TANK UNATTENDED at any time after the pump has been activated.
8. Spills can be dangerous. If you have a spill, please report it to the "site operator" so the site can be cleaned up before there is an accident or the environment is endangered. The customer will be held responsible for any cleanup expense associated with a spill.

BILLING PROCEDURES:

1. PACIFIC PRIDE Network Fueling Access Cards are provided to customers at no charge and remain the property of Sturdy Oil Co. There will be a charge for lost network fueling access cards of \$10.00 per card. Network Fueling Access Cards that are no longer being used should be returned to Sturdy Oil Co.
2. If the account is closed, or credit revoked for any reason, customer IS REQUIRED TO return all Network Fueling Access Cards to Sturdy Oil Co. Sturdy Oil Co. reserves the right to charge a \$10.00 fee per Network Fueling Access Card not returned.
3. Customers are invoiced "bi-monthly." The undersigned agrees to pay for all fuel, lubricants and other products within 15 days after invoice date.
4. The undersigned agrees to pay a finance charge of 1 ½ % per month (18% annual rate) on all past due amounts.
5. The undersigned agrees to pay a handling charge of \$25.00 for each returned check and all collection and legal fees whether or not court ordered. In the event of a lawsuit or other legal proceedings, customer covenants and agrees that Monterey County, California shall be the only proper venue.
6. If customer's account becomes delinquent, their Network Fueling Access Cards could be locked out until account is brought current. A reset-up fee of \$10.00 may be charged to the customer to re-instate their account for charging.
7. If customer's account is habitually delinquent, or account has checks returned for non-sufficient funds, Sturdy Oil Co. reserves the right to suspend or terminate customer's account.
8. Customer agrees to pay \$2.00 per month to maintain Pacific Pride card file and access agreement.
9. In the state of Oregon, uses of all unattended Pacific Pride Fueling Network sites are restricted to commercial customers only.
10. Customers who purchase diesel fuel in Oregon are responsible for filing and remitting the Oregon state excise tax. If you have questions, please contact the Oregon Motor Fuels Tax Division at 1-503-378-6789.

NETWORK FUELING ACCESS CARD AGREEMENT:

1. Undersigned affirmatively agrees to liability for all Network Fueling Access Cards issued to the undersigned business and/or its employee(s) unless those Network Fueling Access Cards are reported immediately as lost, stolen, or misused.
2. "Immediately" is hereby defined as the moment you are aware the Network Fueling Access Card is noticed lost, stolen, or misused.

3. All purchases made on a lost or stolen Network Fueling Access Card shall be charged to the customer until notice of loss or theft is given to Sturdy Oil Co. If Sturdy Oil Co. is notified during regular business hours, customer shall be responsible for all purchases until midnight that business day. If Sturdy Oil Co. is notified after normal office hours, customer shall be responsible for all unauthorized Network Fueling Access Card usage for a 24-hour period following notification.
4. Sturdy Oil Co. suggests customer set up security/safety procedures for all Network Fueling Access Cards issued to them and to take steps to safeguard the security pin number.
5. Customer agrees to report lost, stolen, or misused Network Fueling Access Cards to Sturdy Oil Co. by one of the following and then in writing;
 - A. By telephoning 831-422-8801. If this is outside business hours leave message on our 24-hour answering machine.
 - B. By Fax: 831-422-4121
 - C. By E-Mail: ptavarez@sturdyoil.com
6. Customer/Undersigned hereby agrees that the Network Fueling Access Card is a device for activating dispensers at individual locations in the fueling network and that the issuance of credit to the customer is independent of the process for issuing a Network Fueling Access Card. Your Pacific Pride Network Fueling Access Card is NOT a credit card.
7. For your protection, we recommend that customers do not write the security pin number on their Network Fueling Access Cards after being issued, as you are liable for all charges until the Network Fueling Access Card is called in and locked out.

Signing of this agreement and/or using Pacific Pride Network Fueling Access Card(s) constitute your acceptance of the conditions in this Network Fueling Access Card agreement.

ACCOUNT NAME _____ ACCOUNT # _____

CUSTOMER SIGNATURE _____ DATE _____

STURDY OIL CO. AGENT _____ DATE _____

STURDY OIL COMPANY
1511 ABBOTT STREET SALINAS, CA 93901 TEL (831)422-8801 FAX (831)422-4121
33 ASSOCIATED LANE ROYAL OAKS, CA 95076 TEL (831)724-4183 FAX (831)724-0461
STURDYOIL.COM