Card-lock Use Agreement

This Card-lock Use Agreement ("Agreement") is entered into, by and between Snider Petroleum ("Supplier") and Purchaser for the purpose of issuing and utilizing Card-lock Access Cards . This Agreement supersedes any previous and like agreements with Purchaser. The parties agree to the following terms and conditions:

1. A Card-lock "Access Card" is a device for activating dispensers at individual network fueling locations. The issuance of credit to Purchaser is independent of the process for issuing a Card-lock Access Card. "Account User" means Purchaser or Purchaser's employee, or any other entity or individual authorized by Purchaser to use the Card-lock Access Card.
2. This Agreement shall be for a minimum of ten (10) Access Cards unless Purchaser requests otherwise in writing. All purchases will be for Commercial Use Only. Purchaser annual fuel usage is greater than 900 gallons from all supply sources.
3. Purchaser will be provided with a Driver ID Number ("DIN") to prevent unauthorized use of Purchaser's account and Access Cards. Purchaser agrees to protect the DIN(s) and Access Card(s) from non-Account Users. Purchaser agrees not to write the DIN(s) on the Access Card(s) or leave it in an unsecured place. Purchaser agrees to protect the Access Card(s) from devices or means by which the Access Card(s) may be skimmed, replicated, or otherwise compromised.
4. In the event that Purchaser or Account User knows of or suspects the loss, theft or possible unauthorized use of a card or account or if Purchaser would like to terminate an Access Card, Purchaser must immediately notify Supplier by calling 1-800-773-8357. Notice may be given orally but Purchaser agrees to confirm notice in writing within 24-hours by registered or certified mail. Written notification shall be mailed to Snider Petroleum P.O. Box 368 – Sumner, WA 98390. Such notice must include a reference to any Access Card number(s) at issue.
5. **Purchaser shall be responsible for all purchases on Purchaser's account, regardless of whether the purchases are unauthorized, are fraudulent, arise from criminal activity or result from a skimmed, replicated, reproduced, or otherwise compromised Access Card. Purchaser agrees that any liability arising from the use, misuse, unauthorized use, loss or theft of any one or more Access Card(s) shall be fully borne, assumed and paid by Purchaser.**
6. Purchaser agrees to review all invoices provided by Supplier and to notify Supplier no later than 15 calendar days after the date of each invoice of any errors with respect to transactions and other information reflected therein. After 15 calendar days, each such invoice and the transaction therein shall be binding on Purchaser.
7. Certain products and services may be accessed by Purchaser or Account Users through the Internet. Although Supplier uses both passwords and data base security methods for online products, security cannot be guaranteed. Supplier is not liable to Purchaser for any data corruption, loss or unauthorized account access, resulting from Purchaser's access to Supplier's website through the Internet.
8. Purchaser agrees to teach prospective Account Users how to properly and safely use the Card-lock system. Purchaser and Account Users shall use safe practices in compliance with the regulations of the local Fire Code in the handling of fuel dispensed through the Card-lock system. Purchaser represents that all Account Users have received adequate safety training. All fuel purchased through the Card-lock system will be dispensed into a tank owned or operated by Purchaser and used in the regular course of business. Fuel shall only be dispensed into those containers or tanks which are certified and labeled for the handling of such fuel. Purchaser may purchase dyed special fuel using its Access Card(s). Purchaser acknowledges that all dyed special fuel will be used exclusively for non-taxable purposes according to applicable laws. Supplier is not liable in any way for misuse or mishandling by Purchaser of any dyed special fuel.
9. All persons using the card-lock system shall remain at the dispensing nozzle while fuel is flowing. Purchaser agrees to be responsible for fuel spill cleanup costs and damage that result from negligence or misuse of the card-lock system. In the event of a fuel spill, Purchaser, and/or its Account User(s), will immediately call 911 and wait on site for appropriate response. Purchaser shall report all spills to Supplier by calling 1-800-773-8357.
10. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including but not limited to those for bodily injury or death and property damage caused by the negligence or misuse of the Card-lock system by Purchaser or Account Users.
11. Supplier shall use its best efforts to maintain the card-lock system in good working order and condition at its expense. Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the card-lock system in any manner whatsoever. Purchaser and its Account User(s) shall promptly notify Supplier of any malfunctioning of the card-lock system.
12. This Agreement may be terminated by Supplier immediately upon any breach by Purchaser of any of the terms hereof or of any other agreement with Supplier and may be terminated upon 30 days written notice by either party. Upon termination Purchaser agrees to immediately return all Access Cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier.
13. In the event of a breach of any of the terms of this Agreement between Purchaser and Supplier, including but not expressly 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 may be filed to enforce the rights of Supplier then further sum as the court may adjudge reasonable as attorney fees and costs at trial or on appeal of such suit or action in addition to all other sums provided by law. In the event that suit is brought to enforce any part of the terms of this Agreement, venue shall be Pierce County, Washington. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The parties agree that a fax or scanned copy of this Agreement shall be considered to be an original document.
14. Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.
15. Supplier may change the terms of this Agreement at any time by giving Purchaser written notice specifically referencing this Agreement. If Purchaser does not accept the changes, Purchaser must notify Supplier in writing within thirty (30) days after the date of the notice that Purchaser refuses to accept the changes, which shall have the effect of a notice of termination of this Agreement, pursuant to paragraph 12 of this Agreement, and require the immediate return of Access Cards and payment of all outstanding sums.
16. This Agreement and the Pacific Pride Credit Application constitute the entire, final and integrated agreement between the parties hereto pertaining to the subject matter hereof, fully supersedes any and all prior understandings, representations, warranties and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the parties hereto.

Customer Name ("Purchaser"): _____ **Account No.** _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Return to: P.O. Box 368 – Sumner, WA 98390. service@sniderpetroleum.com – FAX 253.321.9507

AN INDEPENDENT FRANCHISEE OF PACIFIC PRIDE® THE COMMERCIAL FUELING SYSTEM

www.pacificprideusa.com
P.O. Box 368 -- Sumner, WA 98390
1.800.77.FUELS
FAX: 253.321.9507

Fuel Card Order Form (Vehicle Card)

Account Name:	Cust No: (office use only)
Fleet Manager:	**Phone:**
eMail Address:	

	Purchase Controls				Prompting		
Card Description (ex: "Truck No. 15", or "1998 Kenworth", or License Plate, etc.)	Diesel Vehicle	Gas Vehicle	Allow Access to all fuel products	OFF Hwy Fuel Card	Ask for Odom	Ask for Misc	*Indicate any time of day or day of week fueling restrictions.*

Canada Customers: a special card is required for fuel in Canada, Please call for details.

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Driver Identification Number (DIN) Set Up Form

Please return to: service@sniderpetroleum.com or FAX to 253-321-9507

First Name	Last Name	Requested DIN *(4-digits. Leave Blank to assign Random#)*