

RIGGINS INC.
Application and Agreement for Commercial Credit Card

Customer name

Corporation partnership sole prop

Phone: _____

other: _____

fax: _____

cell: _____

address _____ city _____ state _____ zip code _____

trade name _____ primary contact person _____

email address for primary contact person: _____

how long in present business _____ federal tax id# _____ primary Riggins location used _____

estimated monthly fuel expenditures \$ _____ no. of cards needed: _____ credit \$ requested: _____

PLEASE ATTACH YOUR COMPANY'S MOST RECENT ANNUAL AND CURRENT FINANCIAL STATEMENTS

If the customer is a corporation or limited liability company please provide the following for each owner of 10% or more of the company (each referred to herein as a "Guarantor"):

name _____ title _____ birth date _____ social security number _____ & drivers license number _____

home address _____ city _____ state _____ zip code _____

name _____ title _____ birth date _____ social security number _____ & drivers license number _____

home address _____ city _____ state _____ zip code _____

If the customer is a partnership please provide the following:

partner name _____ title _____ birth date _____ social security number _____ & drivers license number _____

home address _____ city _____ state _____ zip code _____

partner name _____ title _____ birth date _____ social security number _____ & drivers license number _____

home address _____ city _____ state _____ zip code _____

For compliance with certain requirements of the USA PATRIOT ACT, Riggins Inc. ("Riggins") is required to verify certain information about you. Accordingly, Riggins may ask for copies of certain documentation, including driver's license or other identifying documents, as part of the application process.

Trade references:

name phone number

address city state zip code

name phone number

address city state zip code

Real estate that the Customer owns:

address block/lot numbers city state zip code

address block/lot numbers city state zip code

DEBIT/ELECTRONIC FUNDS TRANSFER INFORMATION

Bank account name: _____ Bank account # _____

Bank name: _____ Routing (ABA)# _____

Customer contact person: _____ Bank phone # _____

Bank address: _____

Customer hereby authorizes Riggins to initiate electronic funds transfers from the above bank and account for withdrawal of funds to effect payment by Customer for invoices due Riggins. CUSTOMER MUST ATTACH A VOIDED CHECK TO THIS APPLICATION. Customer authorizes the above bank to accept such transfer requests made by Riggins for payment. CUSTOMER MUST NOTIFY RIGGINS IN WRITING 15 DAYS PRIOR TO CHANGING BANKS OR ACCOUNTS AND ENCLOSE A VOIDED CHECK FROM THE NEW BANK OR ACCOUNT.

Checking account information for Guarantor(s):

name of bank Guarantor's checking account number phone number of bank

name of bank Guarantor's checking account number phone number of bank

By executing this Application and Agreement, Customer and each Guarantor authorize Riggins to automatically charge any of their respective bank accounts, or any credit card of Customer or any Guarantor, for any outstanding balances that remain unpaid for a period in excess of thirty (30) days.

The Riggins proprietary Card is the property of Riggins. It is not transferable, may be revoked at any time, and must be surrendered on demand. The Customer is required to notify Riggins immediately if the Card is lost or stolen. The Customer is responsible for all transactions on the Card, up to the time of notification that the Card was lost or stolen. Riggins provides odometer readings, miles per gallon and cost per mile data to Customer as a convenience to Customer, but may modify or eliminate such services in its discretion. Riggins relies on the Customer to provide odometer data at the time of sale. Riggins is not responsible if information

is omitted or in error on any transaction, nor is this event cause for non-payment. "Selective product authorization" is provided to Customer as a convenience, but Riggins does not guarantee compliance. Customer is responsible for payment of all product purchases, whether or not Customer's account has selective product authorization and whether or not such purchases comply.

Use of the Riggins Card shall require the cardholder to be assigned a valid personal identification number (PIN), which shall be entered at the pump to authorize each transaction. PINs shall be established in the manner prescribed by Riggins in its sole discretion. Transaction authorization by PIN shall eliminate the need for a cardholder's signature in connection with any charges or transactions. Customer is responsible for all PINs once they are approved by Riggins. Customer shall promptly notify Riggins if Customer has lost a PIN or believes that a PIN has become known to a person who is not an authorized party under Customer's account. Additionally, if Customer wishes to cancel or remove a cardholder from Customer's account, Customer must notify Riggins in writing to cancel the PIN assigned to such cardholder. Customer, and not Riggins, shall be responsible for all transactions and charges completed with any PIN assigned to Customer's account. For security purposes, Riggins recommends that Customer take all necessary steps to prevent unauthorized use of a Card and/or PIN, including, without limitation, by: (i) keeping all PINs confidential; (ii) not writing or otherwise recording PINs on any document or in any device that may be accessed by others; and (iii) safeguarding any communications between Riggins and Customer containing PIN assignments. Riggins shall have no obligation to verify the identity of any person utilizing a PIN for charges or otherwise verifying the authenticity of any Card transaction. Riggins shall not be liable for any unauthorized charges and Customer and each Guarantor hereby fully indemnifies and holds Riggins harmless against any claim, charges, damages, actions, suits, proceedings, losses or costs arising out of any unauthorized use of a Card or PIN.

Customer and each Guarantor certify that the information provided in this application is true and complete and made for the purpose of persuading Riggins to establish a credit card line of credit for the Customer. The Customer and Guarantor authorize Riggins to obtain any information it considers necessary from any source concerning the statements in this application. Each individual Guarantor acknowledges that it has received and reviewed the Riggins Privacy Policy (regarding the handling of personal financial information) that is posted on the Riggins website (www.rigginsoil.com).

In consideration of and in order to persuade Riggins to establish a line of credit the undersigned Customer and Guarantor personally and unconditionally promise to pay for all purchases made by the Customer in accordance with Riggins' terms of sale and any other document or agreement between Riggins and Customer.

If at anytime and for any reason the Customer and Guarantor are unable to pay for said purchases when due, the Customer and guarantor agree to pay interest to Riggins at the maximum legal rate permitted by law on any past due amount that is owed to Riggins. In the event that it becomes necessary for Riggins to incur collection costs or to institute a lawsuit to collect any amount due under this agreement, the Customer and Guarantor promise to pay to Riggins an additional administration fee equal to 25 percent of the outstanding balance to cover reasonable attorney fees incurred to collect this debt. Nothing herein is intended, nor shall it be construed, as a commitment by Riggins to extend any particular amount of credit, or any credit whatsoever, to Customer or any Guarantor.

The forbearance, failure, or delay of Riggins in exercising any rights, powers, or remedies available to it hereunder or under applicable law shall not be a waiver of such right, power, or remedy, nor shall the exercise of such right, power, or remedy preclude its further exercise. Every right, power, and remedy available to Riggins shall continue in full force and effect until expressly waived by a written instrument executed by an authorized representative of Riggins.

Riggins shall have the absolute discretion to amend or supplement any of the terms and conditions herein or

otherwise applicable to the use of Riggins Cards at any time, including without limitation, rates, charges, fees, as well as to introduce new terms and fees and charges. Riggins shall issue advance written notice of any such change in terms and conditions, or new terms and conditions, in any manner determined by Riggins in its sole and absolute discretion. Additionally, any such changes shall apply to existing account balances to the extent permitted or required by applicable law.

This Application and Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey, without regard to conflicts of law principles. Any and all disputes, and any litigation or action arising out of this agreement shall be brought only in the Superior Court of the State of New Jersey, Cumberland County. The parties accept the exclusive jurisdiction and venue of such court and the application of New Jersey law. The parties irrevocably waive any objection in connection with any such action or proceeding, including without limitation any objection to the laying of venue based on the grounds of forum non conveniens.

The Customer and Guarantor certify that they have read and understand this agreement and agree to accept the Card(s) subject to the terms disclosed and agree that the Customer's use of the Card is evidence of acceptance of these terms.

Customer name _____

signature of Customer officer, partner or owner title date

Individual Guarantors:

name of Guarantor home address

signature of Guarantor social security number date

name of Guarantor home address

signature of Guarantor social security number date

Notice to Customer: Do not sign this credit agreement before you read it or if you believe it is incomplete in any way. You are entitled to a completed copy of this Agreement.

If Card(s) are lost, stolen or if magnetic strip is not working, notify this office at once so that we may take corrective action to lock out your card.

Mail to: Riggins Inc.
P.O. Box 150
Millville, N.J. 08332

856-825-7600
856-825-2270

Riggins Commercial Credit Card
Customer Pin Number Assignments

PIN Number
Cannot begin with 0
Pin Number (each
must be different)
(REQUIRED)
5 digits

	Description*	Tag Number*	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Customer Name _____ ACCT# _____ DATE _____

Authorized Contact _____ Email _____

Signature of Authorized Contact _____

**Description and Tag number for Customer Fleet Report Purposes
and Card Embossing Only*

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** In these General Terms and Conditions that are made part of this Application and Agreement (the "Agreement"), the following words have the following meanings: "We," "us" or "our" refers to Riggins, Inc. "You" and "your" refers to the business cardholder whose account is created under this Agreement.
2. **ESTABLISHMENT OF ACCOUNT:** We have established for you a charge card account under this agreement. You agree that this account will only be used for the purchase of products and services for business purposes and not for personal, family or household purposes. We will issue or cause to be issued accounts or charge cards (a "Card" or "Cards") under this Agreement. You agree to pay for all purchases or other transactions using Cards in accordance with the terms of this Agreement. Credit will be authorized in our sole discretion and may be canceled at any time without notice. Credit granted by use of a Card may include: (a) a loan by us to you equal to the amount of the Card transaction, and (b) sale of information and other services directly to you by us. You agree to pay us the face amount of all such credit obligations created by use of a Card and all additional charges provided herein.
3. **CREDIT LINE AND CAPACITY:** You agree that we may establish a credit line (limit) for your convenience, and that your unpaid credit purchases will not exceed your credit line. Your account may be suspended if your unpaid credit purchases exceed your credit line. You will be advised of your credit line when your account is approved. Notwithstanding anything to the contrary herein, you agree that we may change your credit line without notice from time to time based on our evaluation of your creditworthiness and other factors. You give us the right to investigate your business and/or your personal credit capacity and credit history. We are authorized to furnish information about you and your account to credit reporting agencies, affiliates, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information.
4. **BILLING AND PAYMENTS:** Purchases are due and payable in full by you upon billing. Charges must be paid in full notwithstanding request for verification of items. Delinquent accounts will be subject to late fees, suspension, or termination of credit privileges without notice. All charges will be deemed final and binding unless disputed in writing within sixty (60) days of the billing date. You agree to abide by the standard rules and regulations of any Automated Clearing House Association processing electronic funds transfer payment transactions under this Agreement. You agree to maintain sufficient funds on deposit in your demand deposit account at your bank to pay in full the total amounts debited to your account pursuant to this Section. You agree to indemnify and hold us harmless from any claim or claims including without limitation any claims based on losses due to (i) labor problems, breakdowns or other non-functioning of any equipment necessary for consummating the transfers contemplated by this Agreement or other causes or circumstances beyond our control, (ii) the acts or omissions of third parties, including without limitation your bank, our bank, the Automated Clearing House Association, the Federal Reserve Bank or any participating bank or courier services; and (iii) noncredit of any deposit.
5. **LATE FEES:** Late fees will be assessed at a periodic (daily) late fee rate of 0.063%, which is equal to the corresponding annual percentage rate of 22.99% divided by 365. The balance subject to a late fee will be the average daily balance of your account for the billing period in which the late fee is assessed. We determine the average daily balance by adding the daily balances in the account during the billing period and dividing this total by the number of days in the billing period, adding any new purchases posted to the account on that day, and subtracting any payments and credits entered on that day. The late fee will equal the product of the average daily balance multiplied by the daily periodic rate. In the event that the calculated late fee is less than ten dollars (\$10.00), a minimum late fee often dollars (\$10.00) will be charged.
6. **APPLICATION OF PAYMENTS:** Payments shall be applied first to unpaid late fees and then to the unpaid balance of each product or service purchased in the order of its purchase.
7. **CHANGES IN TERMS:** You agree that we may change our rates, charges, and other terms of this Agreement (including our Fee Schedule), as well as introduce new terms and fees (such as delinquency charges, insufficient funds charges and supplemental processing fees) when permitted under applicable law, provided you are given advance written notice by us. Any such amendments will apply to the then existing balance of your account to the extent permitted or required by applicable law.
8. **PREPAYMENT:** Subject to the terms of this Agreement, you have the right to prepay your entire balance in full at any time.
9. **DEFAULT:** If you default on this Agreement or any other lending agreement between you and us by not paying any payment when due, exceeding your credit line, or breaching any other term of this Agreement or any other lending agreement between you and us, then we may suspend your account(s), demand immediate payment of the entire unpaid balance and start a lawsuit for collection of the balance, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, you agree to pay all collection costs, including reasonable attorneys' fees.
10. **CHARGE CARDS:** You request Cards from us for use in accordance with the provisions of this Agreement by individuals, or in connection with vehicles, to be identified to us. Unless earlier revoked or canceled, all Cards shall be valid through their respective expiration dates. You may request the issuance of additional Cards, the cancellation of existing Cards, or changes in authorized use thereof. We may issue renewal Cards prior to the expiration date and all such renewal or additional Cards shall be subject to the terms of this Agreement as then in force. You agree that this Agreement controls all purchases made on your account by you or any person who uses a Card or your account. You agree that use of a Card or the Card number or PIN will constitute authorized use for all purposes. If you choose to leave a Card at a merchant for use by your drivers, then you bear the risk of unauthorized use of said Card and agree to pay for all charges made thereunder. Subject to any limitations imposed by applicable law, you will be liable to us for all unauthorized use of a Card or PIN that occurred prior to your written notification to us and you will not be liable for any unauthorized use that occurred after our receipt of such notification.
11. **FLEET INFORMATION AND CHARGE CARDS:** The fleet contact person ("Contact Person") listed on the Account Application you filed with us is authorized to provide us with the information necessary to initially establish your account records and Cards. The Contact Person shall also be the individual authorized to select additional products and/or features that we offer. We are also authorized to send to the Contact Person's attention, or other persons designated by the Contact Person, all account summary information and Cards so produced. In addition, the Contact Person is the individual designated by you to provide all fleet vehicle, driver and other information we may request and receive all Cards and purchase reports and such other information as we may provide from time to time. Unless you report any errors in the account information or Cards within three (3) business days of your receipt thereof, we shall be entitled to rely on such information and Cards for processing your account. You will provide us with reasonable advance written notice of any change in the Fleet Contact Person. We are also authorized to deal with any contact person with apparent authority to act on your behalf.
12. **FEES AND CHARGES:** We will assess an initial account set-up fee and a monthly Card fee for each Card issued to you as set forth in our Fee Schedule. In addition, you may be assessed other fees and charges in the amount set forth in our Fee Schedule. Your use of the credit associated with your account constitutes your agreement to pay such fees and charges and, in addition, your acceptance of all of the terms and conditions of this Agreement, which by reference incorporates our Fee Schedule.
13. **REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS:** You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and, if you are a corporation or other entity, that this Agreement has been duly authorized by all necessary action of your governing body. You agree to provide any evidence of corporate existence and authorization that we may reasonably request.
14. **WARRANTY DISCLAIMERS AND LIMITATIONS ON DAMAGES:** EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, WE MAKE NO WARRANTY WITH RESPECT TO GOODS, PRODUCTS OR SERVICES PURCHASED ON CREDIT THROUGH US. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO GOODS, PRODUCTS AND SERVICES PURCHASED WITH A CARD, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, LIABILITY OR DAMAGES YOU SUFFER WHICH ARISE FROM, ARE RELATED TO, OR IN ANY WAY ARE CONNECTED WITH ANY FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE ELECT TO IMPLEMENT FROM TIME TO TIME, UNLESS SUCH LOSS, LIABILITY OR DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN IMPLEMENTING FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE HAVE EXPRESSLY AGREED IN WRITING TO UNDERTAKE FOR YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO, THIS AGREEMENT. THIS LIMITATION OF DAMAGES, INCLUDES, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THE USE OR MISUSE OF ANY CARD, PIN OR YOUR ACCOUNT. FURTHERMORE, OUR LIABILITY FOR ANY ACTUAL DAMAGES OR AMOUNTS DUE AS A RESULT OF NOT MEETING ANY EXPRESS OR IMPLIED WARRANTIES MADE BY US TO YOU IS LIMITED TO THE CARD FEES PAID BY YOU DURING THE YEAR PRIOR TO YOUR REQUEST FOR CANCELLATION OR REFUND DUE TO OUR NOT MEETING SUCH GUARANTEES.
15. **ASSIGNMENT:** This Agreement, individual transactions hereunder, your account and any and all of your obligations hereunder may be assigned by us without further notice to you. All of our rights under this Agreement shall also apply to any assignee of this Agreement, individual transactions hereunder or your account.
16. **CANCELLATION:** We and you have the right to cancel this Agreement/account as it relates to future purchases. You, of course, remain obligated to pay for all purchases made prior to cancellation. You agree to return all Cards to us upon notice of cancellation. We may at any time elect to terminate products or services under this Agreement upon fifteen (15) days advance written notice to you.
17. **PARTIES TO THE AGREEMENT:** This is an agreement between you and us and no other entity shall be deemed a party to this Agreement or third-party beneficiary hereof, except as provided in Section 15 hereof.
18. **SEVERABILITY:** In the event any provision of this Agreement is held to be invalid or unenforceable under any law, rule or regulation of any governmental agency, (federal, state or local), that fact will not affect the validity or enforceability of any other provision of this Agreement.
19. **REQUIREMENTS OF A WRITING:** You agree that copies and telecopies of signed originals of your Agreement, applications and other applicable forms shall be binding as originals. You further agree that additions, updates, and deletions of vehicles, drivers, PINs and Contact Persons placed by telephone or electronically, and accepted by us, shall be binding on you.
20. **ENTIRE AGREEMENT:** This Agreement, including the Fee Schedule, and the Account Application above, any agreements that secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any amendments, modifications, substitutions, or replacements thereof or thereto, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreement. This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of New Jersey (without reference to choice of law rules). Any judicial action brought under or involving the subject matter of this Agreement shall be brought exclusively in the Superior Court of New Jersey or the United States District Court for the District of New Jersey sitting in Camden, New Jersey, and the parties expressly consent to the exclusive jurisdiction of such courts for the resolution of any disputes hereunder. Each party hereby waives any objection to venue and any objection based on forum non conveniens in any such court.