

## Riggins General Terms and Conditions

1. **JOINT AND SEVERAL LIABILITY.** Customer and each Guarantor are jointly and severally liable to Riggins for full payment and performance of all payment obligations and other terms and conditions hereunder. Customer and Guarantors are sometimes referred to collectively herein as "You." "We," "us" or "our" refers to Riggins, Inc. 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. You agree to pay for all purchases or other transactions in accordance with the terms of this Agreement. You agree to pay us the face amount of all such credit obligations and all additional charges provided herein. Customer's purchase of any products from Riggins on credit is evidence of Your acceptance of all terms and conditions hereunder. 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. We may at any time elect to terminate products or services under this Agreement upon fifteen (15) days advance written notice to you.

2. **BILLING AND PAYMENTS.** Purchases are due and payable in full upon billing. Charges must be paid in full notwithstanding request for verification of items. Delinquent accounts will be subject to interest, late fees, suspension, or termination of credit privileges without notice. 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. 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.

3. **CREDIT LINE AND CAPACITY.** This Application and Agreement does not obligate Riggins to establish, provide and/or extend, or to continue to provide and/or extend, any amount of credit to Customer. Riggins may revoke any line of credit offered to Customer at any time. 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. **SECURITY INTEREST.** Customer hereby grants to Riggins a first priority security interest in and to Customer's inventory of petroleum products (the "Collateral") to secure (a) the payment and performance by Customer and Guarantor of the covenants and agreements contained herein; (b) any and all other indebtedness or obligations now or hereafter incurred or arising pursuant to the provisions of this Agreement or any other agreement or contract between Customer and Riggins or any of its affiliates (such performance, payments, and/or obligations hereinafter collectively referred to as "Obligations"). This security interest is intended to be a Purchase Money Security Interest in inventory, and Customer authorizes Riggins to send proper notice thereof to any secured parties with conflicting security interests in Customer's inventory as permitted under the Uniform Commercial Code. This Agreement shall also secure any and all renewals or extensions of the whole or any part of the Obligations, however evidenced, with interest, if necessary, at such lawful rate as may be agreed upon, and any such renewals or extensions or any change in the terms shall not impair in any manner the validity of or the priority of this Agreement, nor release Customer from liability for the Obligations. Customer authorizes Riggins, at the expense of Customer, to execute and file financing statements and/or fixture filings in those public offices deemed necessary by Riggins to perfect its security interest established hereby. Upon the occurrence of any default in timely payment of Obligations by Customer or as otherwise described in this Agreement, and at any time thereafter, Riggins shall have the remedies of a secured party under the Uniform Commercial Code as adopted in New Jersey. Riggins may require Customer to assemble the Collateral and make it available to Riggins at a location which is reasonably convenient to Riggins. Riggins may peaceably, by its own means or with judicial assistance, enter the property on which the Collateral is located in order to take possession of the Collateral and Customer will not resist or interfere with such action.

5. **INTEREST, FEES, LITIGATION COSTS AND ATTORNEYS' FEES; FINES AND PENALTIES.** **If at any time and for any reason You are unable to pay for said purchases when due, You agree to pay interest on any past due amount that is owed to Riggins at the rate of two percent (2%) per month or the maximum legal rate permitted by law, whichever is less. 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, You promise to pay to Riggins an additional administration fee equal to 25 percent of the outstanding balance to cover reasonable attorneys' fees incurred to collect this debt. In addition You will be responsible for all of Riggins' attorneys' fees and costs of litigation incurred in the enforcement of the security interests granted to Riggins hereunder. If at any time any government entity, agency, authority imposes any fines, penalties or other fees upon Riggins that arise out of or relate to Your failure to comply with any government rule, regulation or requirement (for example, non-compliant tanks), then You will be responsible for any such fines, penalties, or other fees and, upon Riggins' demand, pay them directly or reimburse Riggins for such payments.** Payments shall be applied first to unpaid interest and fees and then to the unpaid balance of each product or service purchased in the order of its purchase.

6. **QUANTITY AND QUALITY.** The quantity and quality of product(s) sold to You shall be for all purposes conclusively deemed to be the quantity and quality set forth in Riggins' document of delivery, whether such document is received and signed by you upon delivery or whether such document is provided by Riggins separately (as in the case of an overnight delivery during your closed hours), unless, within **seventy-two (72) hours** after the time of delivery, Customer delivers to Riggins written notice of any claimed shortage in quantity or claimed deviation in quality. Time is of the essence in complying with this provision.

7. 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. You further certify that the information provided in this application is true and complete and made for the purpose of persuading Riggins to extend credit to Customer for purchases made by Customer. You and any owners/shareholders/members/partners (collectively "Principals"), jointly and severally represent and warrant to Riggins that the purchase of fuel product(s) by Customer from Riggins will not result in the breach of or default under the terms, conditions or provisions of any agreement (written or verbal) to which Customer is a party or by which Customer, or any of Customer's Principals, or any affiliate or entity under common ownership or control with Customer, is bound. Without limiting the foregoing, Customer and Principals specifically represent and warrant that there is no agreement in effect that grants any party other than Riggins the exclusive right to supply the above-referenced product(s) to Customer's location above, or requires Customer, or any affiliate under common ownership or control with Customer, to purchase such product(s) only from another supplier.

8. INDEMNIFICATION: Customer and each Principal of Customer, jointly and severally, will defend, indemnify, save and hold harmless Riggins and its employees, shareholders, directors, officers, agents and representatives, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consulting fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to, the breach or inaccuracy of the representations and warranties set forth in Paragraph 7 above. Riggins has relied on such representations and warranties in agreeing to supply product(s) to Customer.

9. DEFAULT: If You default under 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 and/or enforcement of the security interests granted to Riggins hereunder. All rights and remedies available to Riggins shall be cumulative.

10. 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 FROM US, 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. 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 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 ACCOUNT FEES PAID BY YOU DURING THE YEAR PRIOR TO YOUR REQUEST FOR CANCELLATION OR REFUND DUE TO OUR NOT MEETING SUCH GUARANTEES.

11. GOVERNING LAW; VENUE; JURISDICTION: 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, or the United States District Court, Camden, New Jersey. The parties accept the exclusive jurisdiction and venue of such courts 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.

12. MISCELLANEOUS: 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. If Riggins approves customer for a separate Supply Agreement, the information provided by Customer and Guarantor herein shall be utilized by Riggins in connection with the Supply Agreement and any efforts made by Riggins to collect amounts due to Riggins under the Supply Agreement. The terms and conditions of any Supply Agreement between Riggins and Customer shall control in the event of a conflict between this Agreement and the Supply Agreement. 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. 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. However, You may not assign this Agreement or Your obligations hereunder, without the prior written consent of Riggins.

13. ENTIRE AGREEMENT: This Agreement and Account Application, any other written agreements that secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any written amendments, modifications (including modifications made by Riggins as indicated on page 2 above), 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 or amendment. Any terms different from this Agreement or contradictory to this Agreement that are set forth in a Purchase Order or other communication are expressly rejected and shall under no circumstances modify the terms of this Agreement. Photocopies, electronic copies and facsimile copies of signed originals shall be binding as originals.