

CREDIT TERMS AND CONDITIONS

- 1 Carter Oil Company Inc., Carter Cardlock Inc. (a Pacific Pride Franchisee), Carter Travel Center and Carter Fuels are hereinafter referred to as "Carter" or "Creditor".
 - 2 The undersigned hereinafter referred to as "Customer", guarantees that all of the information provided on this application and agreement is true and complete. Customer authorizes Carter to investigate Customer's credit history, and further authorizes Carter to furnish Customer's account information to others. Customer agrees to be bound by all terms and conditions of this application and agreement. The obligations under the "Continuing Guaranty" shall not be affected or waived by any time extensions or other indulgences granted Customer by Carter.
 - 3 Credit is extended at the sole discretion of Carter and upon such terms and conditions as Carter may determine from time to time. Credit limits shall not be construed to be a limitation on the liability of the Customer's account or any personal guaranty. Finance charges at the rate of 1.5% (18% APR) will be added to invoices unpaid at the due date.
 - 4 **Returned checks will result in a \$25.00 charge to Customer's account.**
If two or more checks are returned within a one-year period your account may be cancelled. A \$25.00 fee will be assessed to reactivate Customer's account which has been deactivated for non-payment of amounts past due. Customer agrees to pay \$5.00 for replacement of each lost PrideAdvantage access card.
 - 5 Standard Payment Terms
 - Fuel purchases / full load - tanker---- net 10 days from delivery date
 - Fuel purchases/ bobtail load or wet hose---- net 15 days from delivery date
 - Oil and Lubricant purchases---- net 30 days from delivery date
 - Cardlock purchases---- net 10 days from statement date
- Payments shall be scheduled via Electronic Funds Transfer (EFT) from the customer's account on payment due dates.**
- 6 Customer agrees that if Creditor is not paid on time or is not in compliance with all terms Customer will pay for all collection costs and expenses incurred by Creditor. If Customer's account becomes past due and is referred to a third party for collection or litigation Customer agrees to pay all collection costs of no less than twenty-five (25%) of the past due balance or \$750.00 whichever is greater. Customer further agrees to pay all costs associated with litigation including reasonable attorney fees and that venue shall be exclusive to Coconino County, Arizona. Customer authorizes Creditor and/or its agents to verify the information contained in this agreement.
 - 7 Self-service delivery of products from a cardlock system will be made without obtaining signatures or providing receipts upon delivery. Fuel cards issued to Customer remain the property of Carter, and Customer agrees to return all PrideAdvantage access cards to Carter upon Carter's request. **Important Notice Made in Compliance with Federal Law:** Consistent with CFR Title, 12 Section 226.12, Customers with ten or more PrideAdvantage access cards agree that the Liability Limitation of Regulation Z will not apply. Customer remains liable for all charges incurred until Carter receives cancellation notice. Customer agrees to notify Carter immediately at (928) 774-7600 or in writing to Carter Oil Company, PO BOX 2506, Flagstaff, AZ 86003. Carter will give Customer a cancellation number that will document that notice was received.
 - 8 Customer represents that any person using the PrideAdvantage cards delivered to Customer are and shall be aware of the proper use of a cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from a cardlock system. The Customer agrees to indemnify and hold Carter harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuses of a cardlock system by the Customer or any person using the PrideAdvantage access cards delivered to the Customer hereunder.
 - 9 The undersigned is authorized to bind Customer listed on front of this Agreement to terms of this Agreement. Customer agrees to be bound by all terms and conditions listed herein.

SIGNATURE: _____	TITLE: _____
PRINT: _____	DATE: _____

CONTINUING GUARANTY

CREDIT MAY NOT BE EXTENDED TO CUSTOMER WITHOUT THE EXECUTION OF THIS CONTINUING GUARANTY.

The undersigned ("Guarantors") hereby unconditionally, jointly and severally guarantee (a) Customer's prompt payment and performance of all its obligations to Carter under the terms and conditions set forth above; and (b) agree to pay or reimburse all costs Carter may incur in collecting amounts owed by Customer or in enforcing the Customer's agreement with Carter and this Guaranty, including court costs and reasonable attorney's fees, whether or not a lawsuit is commenced. This Guaranty will remain in full force and effect unless and until a written revocation hereof is received and accepted by Carter. Notwithstanding the forgoing, Guarantor's obligations hereunder (a) for Customer's indebtedness existing at the time of revocation will not be affected by such revocation; and (b) will not be affected by time extensions, other indulgences or waivers granted to Customer.

The laws of Arizona will govern this Guaranty, and venue for enforcement hereof will be the state of Arizona, county of Coconino. This is a guaranty of payment, not collection. Guarantors waive (a) all rights to require Carter to proceed against Customer; (b) every other remedy available to Carter; (c) all rights under A.R.S. Sections 12-1641, et seq., and 44-142, and Rule 17f of the Arizona Revised Statutes Rules of Civil Procedure; (d) any defense arising from disability or other defense of Customer; and (e) all presentments, demands for performance, and notices or protest or dishonor. If there is no spousal signature below, each Guarantor represents that he/she is unmarried.

ALL OWNERS REQUIRED TO SIGN BELOW.

SIGNATURE: _____	PRINTED NAME: _____	DATE: _____
SIGNATURE: _____	PRINTED NAME: _____	DATE: _____