

## Additional Terms of Cardlock Use (Cardlock Provisions)

In consideration of Seller granting Buyer use of cardlock cards for access to and obtaining fuel at cardlock facilities, and upon Seller providing Buyer with one or more cardlock cards for fuel purchases at cardlock facilities, the following provisions (the "Cardlock Provisions") shall apply in addition to any other contract provisions between the parties including, without limitation, any Credit Application/Agreement entered into by the parties.

- 1) Buyer acknowledges that all cardlock cards are issued by M.O. Dion & Sons, Inc. for customers of M.O. Dion & Sons, Inc., Amber Resources LLC d.b.a. Sawyer Petroleum, Amber Petroleum Products, Inc., and any or all of its related divisions, branches, successors, assigns, or related parties including, but not limited to, Amber Industrial Services, Amber Racing Services, Amber Emergency Services and F&L Petroleum Products (collectively, the "Suppliers"). All cardlock invoices will be issued to Buyer in the name of M.O. Dion & Sons, Inc. Buyer acknowledges that the information provided within and the terms and conditions of the Credit Application/Agreement and related documents it has executed apply to M.O. Dion & Sons, Inc. and the Suppliers.
- 2) Purchases by Buyer and its employees or other representative will be for vehicles owned and/or operated by the Buyer for commercial use only. Buyer further understands, acknowledges, and agrees that any and all cardlock cards provided by Seller to Buyer are provided solely for the convenience of Buyer and solely for the exclusive use by Buyer.
- 3) This cardlock card is an access card used to initiate a CFN, Pacific Pride, Amerinet or related network transaction to obtain fuel or other services offered through the cardlock system. This cardlock card is not a credit card. **The parties acknowledge and agree that the cardlock card is an access card and comes within the definition of a "card key" as used in California Civil Code § 1747.02. Therefore the federal and state \$50.00 liability limit for unauthorized use of consumer credit cards does not apply to these commercial network fueling cardlock cards. Buyer acknowledges and agrees** that issuance of a credit limit to Buyer is wholly independent of the process for issuing a network cardlock card. Purchases by Buyer represent a "Supply Contract" between Buyer and Seller for the product(s) purchased and at the prices negotiated by Buyer and Seller. The Supply Contract is entered into by Buyer and Seller (including the Suppliers), with Seller located at 1543 W. 16<sup>th</sup> Street, Long Beach CA 90813. \_\_\_\_\_. **(Initial here.)**
- 4) In the event that any legal action is required to collect amounts owed pursuant to these Cardlock Provisions and the Credit Application/Agreement, Buyer and undersigned Guarantor, if any, agree that any action to enforce or interpret these Cardlock Provisions shall be filed in the Courts of Los Angeles, CA located in Long Beach, CA and that Long Beach (or other, assigned Court in Los Angeles County) shall be proper venue.
- 5) **Buyer shall be solely responsible for all purchases by Buyer or any other person(s) using cardlock cards issued by Seller to Buyer, regardless of whether use by any person is unauthorized or fraudulent and that Seller shall have no liability whatsoever for any unauthorized or fraudulent use of a cardlock card issued by Seller to Buyer. Buyer further covenants to defend, indemnify, and otherwise hold Seller harmless from and against any and all liability for the cardlock card charges, irrespective of whether Buyer authorized such charges or if the charges are fraudulent.** Buyer shall immediately notify Seller in writing (including by e-mail) if a card is lost, stolen or misused including if it is used fraudulently. Buyer shall be solely responsible for all fuel or other products charged to Buyer's account on a lost or stolen cardlock card including fraudulent use until Seller is notified in writing (including by e-mail) of the loss or theft or fraudulent use and given Seller a reasonable amount of time during normal business hours to cancel or lock the cardlock card. Buyer acknowledges and agrees that the monitoring of usage of cardlock cards issued by Seller to Buyer is the sole responsibility of Buyer and Seller shall not have any responsibility for any cardlock card monitoring services. *Buyer agrees that it shall not keep the PIN number/security access code on or near the cardlock card.* \_\_\_\_\_. **(Initial here.)**
- 6) Buyer agrees to be solely responsible for any spills and/or fueling facility or equipment damage whether accidental or due to negligent use.
- 7) Buyer is advised that Buyer will not pay the posted retail prices at cardlock sites that are at/or near retail sites, but will pay the agreed to cardlock price per gallon. Posted prices at or near retail sites do not apply to cardlock fueling purchases.
- 8) Buyer shall timely pay for all cardlock purchases and charges in full, whether or not authorized by Buyer, no later than 10 days from date of the invoice. Failure to pay in full within the prescribed time for purchases may result in immediate lockout. Buyer agrees that Buyer has 10 days from the date of the invoice to dispute, in writing (which includes e-mail), any charge(s) on the invoice.  
  
Initial here to acknowledge agreement with M.O. Dion & Sons, Inc. Standard Terms and Conditions set forth in the incorporated Credit Application/Agreement, the terms of which are incorporated herein by this reference and concurrently provided to Buyer: \_\_\_\_\_. **(Initial here.)**
- 9) If there is any change in the ownership of Buyer (a "Transfer") or if substantially all of the assets of Buyer are sold (a "Sale"), Buyer shall promptly notify Seller at least 10 days prior to the completion of such Transfer or Sale. In order to secure the payment of all outstanding sums owing to Seller, such notice shall create a security interest in favor of Seller in all of the assets included in the Sale and in the proceeds of the Sale or, if a Transfer, in the consideration paid to the seller(s) in the Transfer.
- 10) Buyer represents that it and any person using the cardlock cards delivered to Buyer are and shall be aware of the proper use of the 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 the cardlock system. **Buyer agrees to defend, indemnify, and otherwise hold Seller 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 misuse of the cardlock system by Buyer or any person using the cardlock cards delivered to Buyer hereunder.** \_\_\_\_\_ **(Initial here.)**
- 11) Seller shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided, however, Seller shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Buyer agrees that it and any person using the cardlock cards delivered to Buyer shall promptly notify Seller of any malfunctioning of the cardlock system of which Buyer or such person is aware.
- 12) Buyer's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Seller, or upon 10 days written notice (including notice transmitted by e-mail). Upon termination, Buyer agrees to immediately surrender to Seller all cardlock cards issued to Buyer and to immediately pay all outstanding sums owing to Seller. Seller shall promptly refund any deposit to Buyer when all cards are returned and all amounts owing to Seller are paid in full.

**Additional Terms of Cardlock Use  
(Cont.)**

- 13) In the event of any breach of any of the terms of these Cardlock Provisions or any other agreement between Buyer and Seller, including but expressly not limited to the failure to pay sums owing to Seller when due, then in addition to any other sums due or payable to Seller by Buyer, Buyer agrees to pay the actual attorneys' fees, Court costs, if any, and all other expenses or costs incurred by Seller in the enforcement of Seller's rights.
- 14) All of the terms and conditions of these Cardlock Provisions and any Guarantee are for the benefit of Seller and any and all of the Suppliers and shall apply to all of Buyer's cardlock purchases, irrespective of when made.
- 15) In case any provision contained in these Cardlock Provisions should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 16) The following people are authorized to order or change cards on this account for: \_\_\_\_\_

**Company Name**

**For our accounts additional security our four-digit account access pin required to be given for any requests, over the phone as well as through emails, is as follows:** \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**PERSONAL GUARANTY (This is an individual guaranty for payment of the Company's invoices.)**

I have read the Additional Terms of Cardlock Use (Cardlock Provisions). I certify that the statements made in the incorporated Credit Application/Agreement are true and authorize Seller to undertake an investigation of my credit and the Company's credit. I understand that billings may be issued at least twice each month and that payment in full will be due within 10 days of the invoice date. I agree to pay a late charge of 1-1/2% per month (18% per year) or 50 cent minimum on any delinquent balances. **Notwithstanding that the cardlock cards will be provided to a company and that invoices for use of the cardlock cards will be sent to a company, designated herein as Buyer, I personally guarantee prompt payment in full of any and all charges made to the cardlock card(s) issued to Buyer, whether or not such charges were authorized by Buyer.** All purchases made using the cardlock card(s) shall be used solely for commercial use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**FOR MAXIMUM SECURITY, DO NOT PUT PIN NUMBER ON OR NEAR YOUR FUELING CARDS**

Welcome to the



Family of Companies



To: Cardlock Customers

**Subject: Lock Out / Card Cancellation and Replacement**

There are multiple reasons that may arise for the need for a card lockout/ cancellation. Some of these being:

- Customer request due to a card being lost, stolen or broken
- Customer request due to closure of account
- Customer request due to replacement of old cards

Regardless of the reason all card lockout/ cancellation request must be in writing by either email, fax or regular mail.

Lock out request must include:

- Company Name
- Date
- Card and/or pin number of card(s) requiring lockout/cancellation

Until we receive this request in writing, any and all charges continue to be the customer's responsibility. A regular lockout/cancellation takes 24 hours to take effect network wide.

**Requests may be sent to the following:**

Email: [CardlockAdmin@DionandSons.com](mailto:CardlockAdmin@DionandSons.com)

Fax: (877)-741-6105 Attn: Cardlock Admin

Address: Dion & Sons, Inc. Attn: Cardlock Admin  
1635 W. Gaylord Street  
Long Beach, CA 90813

Please make note, that in issuing any replacement/ updated card(s) for your company, Dion & Sons Inc. **WILL NOT** automatically cancel **ANY** existing cards. We must receive written direction from an **authorized user** to lockout/ cancel these cards.

Please acknowledge your receipt and acceptance of these terms

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



### Web Access Agreement Form

Date:

Company Name:

Address:

Account Number:

The purpose of this form is to:

- 1) Certify that the company named above is accepting all liability for cards ordered online through any only cardlock web portal including Pacific Pride or CFN.
- 2) Certify that the company named above has read and understands the M.O. Dion and Sons, Inc. Credit Application including General Terms and Conditions, Additional Terms of Cardlock Use and related documents.
- 3) Certify that the company named above understands that the cards ordered online are shipped with live access, but do require a pin number to purchase.
- 4) The undersigned is a principal of the above company or is in a management position and has authorization to sign for and accept these cards.
- 5) Certify that all cards and their associated PIN numbers ordered and received will be kept in a secure manner at all times including after the cards have been issued.
- 6) Certify that the company understands that all cards ordered must be set with purchase controls. If no controls are set we will default the cards 2 transactions and 50 gallons per fill.

The following Authorized Users are given permission to access the web portal for card management:

Authorized User Name #1:

User #1 Email Address:

Authorized User Name #2:

User #2 Email Address:

**The Principal of the Company Listed Above Must Sign This Form**

Signature:

Date:

Printed Name:

Title:



## MULTIPLE TRANSACTION WAIVER

Dear Valued Customer,

With the additional security features that have been added to the CFN / Pacific Pride Networks, you now have the ability to limit the number of transactions that each fuel card can access in a 24 hour period. In addition, you can now restrict your cards to be available only during your company's business hours, and restrict the days to fit your company's schedule.

Since most unauthorized fueling takes place after hours and on the weekends, we strongly recommend that you use these new limits on your cards. This process is free to you and is accomplished through the CFN / Pacific Pride Network computer system and can be altered at any point should your needs change.

M.O. Dion and Sons, Inc., recommends the following restrictions as a maximum: 3 or less transactions per day during normal operating hours. We understand that not all businesses are the same. These card limits are flexible and we can tailor them to your needs; however, we feel that the cards set with large transaction and gallon limits in combination with no hour or day restrictions leave you the customer very vulnerable.

Since you have chosen to have less restrictive limits for your fuel cards, we ask that you sign this letter showing that you are aware of the risks involved in doing so.

We thank you for your business, and strongly encourage you to use all the security measures that are now available to your company through M.O. Dion and Sons, Inc.

By signing below, I signify that I understand the risk involved with my choice of transactions limits on my fuel cards.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_ Title: \_\_\_\_\_



Bulk Fuels ♦ Lubricants ♦ Cardlock ♦ Services ♦ Solvents ♦ Equipment

# GO GREEN WITH DION!

## ***SAVE TIME, ELIMINATE CLUTTER, & CUT WASTE WITH PAPERLESS BILLING***

Dion & Sons, Inc. has always encouraged Paperless Billing as an opportunity to help our environment, but now it's time for our cardlock customers to take advantage!

### **What Dion & Sons Paperless Billing looks like?**

We will email you a copy of your invoice, rather than sending it in the mail.

### **How much does it cost to have Paperless Billing?**

Nothing... It is FREE!!

### **How soon will I receive my invoice?**

Immediately after the invoice is processed, you will have a copy sent to your email.

Account Name: \_\_\_\_\_

**Yes, I would like to receive invoices emailed to me.  
Please email my invoices to...**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

**No, I would like my invoices mailed to me via mail.**

