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Offen Petroleum LLC subsidiaries:
Riggi Oil Company



Purchase Agreement Terms and Conditions

In Consideration of the opening of a Fuel and/or Lubes account, the applicant(s), hereafter referred to as "Customer" agrees to the following terms in all credit transactions with Offen Petroleum LLC and/or its subsidiaries, a Colorado Limited Liability Company, hereafter referred to as "Offen Petroleum and/or its subsidiaries" unless otherwise modified in writing by an authorized representative of Offen Petroleum LLC and/or its subsidiaries:

- 1) This agreement is a continuing agreement and shall remain in force until such time as all amounts due from Customer are paid in full and Offen Petroleum and/or its subsidiaries receives written notice of termination from Customer. Offen Petroleum and/or its subsidiaries reserves the right, at its sole discretion and without notice, to terminate this agreement, change credit limits or other credit terms at any time.
- 1a) TERMS: Customer agrees that the account terms are set at the sole discretion of Offen Petroleum's Credit Management team. Terms are included on invoices.
- 2) Customer, by signing this document, authorizes any of Customer's financial account holders and references to answer Offen Petroleum and/or its subsidiaries's questions regarding Customer's credit history and any financial matters, and the release to Offen Petroleum and/or its subsidiaries of any oral or written information related to Customer's accounts with Customer's references or financial account holders, and authorizes Offen Petroleum and/or its subsidiaries to secure information regarding Customer's credit history from any commercial or consumer reporting agency or trade organization.
- 3) Customer agrees that all amounts payable, as shown on Offen Petroleum and/or its subsidiaries invoice, will be paid by the due date stated on the invoice, and if the amounts due are not paid on or before the due date, the account is delinquent. Customer agrees if an account is delinquent, Offen Petroleum and/or its subsidiaries may assess a late fee and a finance charge, on or after the day the account becomes delinquent.
- 4) For each returned check or electronic funds transfer, Customer agrees Offen Petroleum and/or its subsidiaries shall collect the amount of the check or the amount due plus an insufficient return fee charge of \$250.00 per occurrence.
- 5) For each request to change or push a draft due date, Customer agrees Offen Petroleum and/or its subsidiaries shall collect an ACH PUSH fee of \$50.00 per invoice per day.
- 6) Customer represents, warrants and acknowledges that credit extended by Offen Petroleum and/or its subsidiaries will be for business use only and not for personal, consumer or household use.
- 7) In the event Offen Petroleum and/or its subsidiaries retains an attorney and/or commences any legal proceeding or action to collect amounts due, Customer agrees to pay (in addition to all sums due Offen Petroleum and/or its subsidiaries for product purchased and service charges) all expenses incurred by Offen Petroleum and/or its subsidiaries including attorney fees, collection fees, court costs, and finance charges.
- 8) Customer understands that we must promptly notify Offen Petroleum and/or its subsidiaries in writing of any change in ownership, the name of the business, and/or structure of the business under which credit is established.
- 9) PERSONAL GUARANTEE: In Consideration of Offen Petroleum and/or its subsidiaries granting credit to Customer as listed in the "Customer/Business Information" section of this Commercial Credit Application, said person signing will personally and unconditionally guarantee to Offen Petroleum and/or its subsidiaries, payment of each and every claim, demand, indebtedness, right or cause of action of every nature whatsoever against the Customer now or hereafter existing, due or to become due, held by Offen Petroleum and/or its subsidiaries together with any and all expense including reasonable attorney's fees and costs of litigation, incurred by Offen Petroleum and/or its subsidiaries, in enforcing this agreement, at the offices of Offen Petroleum and/or its subsidiaries. It is understood that this guarantee shall be continuing and irrevocable guaranty and indemnity for all such indebtedness of the Customer. Said person(s) understands that by signing the personal guarantee, he/she/they will authorize Offen Petroleum and/or its subsidiaries, to obtain one or more credit bureau report(s) about he/she/them now and at anytime in the future. Said person(s) further authorize any bank with whom he/she/they is/are doing or have done any type of business with to give any and all necessary information to Offen Petroleum which will assist Offen Petroleum in a credit investigation and release any claim said person(s) may have for breach of contract or invasion of privacy because of information furnished to Offen Petroleum.
- 10) ACH/EFT AUTHORIZATION: Customer hereby authorizes Offen Petroleum and/or its subsidiaries to initiate debit & credit entries to Customer's Bank account indicated for goods & services provided by Offen Petroleum and/or its subsidiaries. Customer further certifies the information set forth is correct and that they have contacted and authorized the named Bank to accept such debit & credit entries from Offen Petroleum and/or its subsidiaries. This authority shall remain in full force and effect until Offen Petroleum and/or its subsidiaries has received written notice from Customer of its change or termination in such a manner as to afford Offen Petroleum and/or its subsidiaries and the Bank a reasonable opportunity to act on it. Customer understands that this Electronic Funds Transfer service is governed by the rules of The Automated Clearing House and that Offen Petroleum and/or its subsidiaries can terminate or modify it at any time.
- 11) CONFIDENTIALITY: All information furnished by Customer in connection with this agreement will be kept confidential except to the extent that the information: (a) is already lawfully known when received; (b) becomes lawfully obtainable from other sources; (c) is required by law to be disclosed; (d) account becomes delinquent and Offen Petroleum must obtain outside sources to collect the debt owed.
- 12) This agreement is made under and shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Colorado. Customer waives any objection to jurisdiction and venue in any action instituted against them and agrees not to assert any defense based on lack of jurisdiction or venue. By signing this agreement, the Customer submits to the personal jurisdiction of the courts of the State of Colorado for resolution of any claim, and agrees not to contest the venue.
- 13) Offen Petroleum retains the right to modify these terms and conditions as necessary and will be available upon request.