



PAYMENT & BILLING POLICY

If your account is COD (Cash on Delivery/Check on delivery) basis, payment in full is required at the time of your order. If you have credit terms on your account, you must pay within the terms on the account. If your payment is not received within 10 days, a finance charge for late payment will be assessed to your account.

LATE PAYMENT CHARGES

LATE PAYMENT CHARGE FOR RESIDENTIAL ACCOUNTS WILL BE DETERMINED BY APPLYING A PERIODIC RATE OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE 18%) TO THE AVERAGE DAILY BALANCE FOR EACH DAY BEYOND 30 DAYS OF THE INVOICE DATE. LATE PAYMENT CHARGE FOR COMMERCIAL ACCOUNTS WILL BE DETERMINED BY APPLYING A PERIODIC RATE OF 2.0% PER MONTH (ANNUAL PERCENTAGE RATE OF 24%) TO THE AVERAGE DAILY BALANCE FOR EACH DAY BEYOND 30 DAYS OF THE INVOICE DATE.

OTHER FEES AND CHARGES

1. \$50.00 RETURNED PAYMENT CHARGE
2. \$75.00 charge for Deliveries under 150 gallons or customer cancelling deliveries.
3. \$150.00 PRIME AND START FEE
4. 2% Surcharge fee for Credit Card Payments

Online Terms and Conditions of Sale

1. GENERAL: Any and all sales of material ("Product") by Supreme Oil & Service Corp., its subsidiaries and affiliates ("SELLER") shall be subject to all the terms and conditions of sale set forth below except to the extent such terms and conditions of sale are incompatible with the provisions that are contained in any other agreement between BUYER (the purchaser of fuel) and SELLER that has been signed by a Corporate officer of SELLER ("Written Agreement"). These Terms and Conditions of Sale shall take precedence over any differing terms in any other documentation of BUYER or SELLER including, but not limited to, any other clauses or terms which appear on any letters, purchase orders, or order slips of BUYER or invoices of SELLER. No terms, conditions, or representations other than those set out in these terms and Conditions of Sale including, but not limited to terms, conditions or representations made by any employee, agent or representative of either party shall be binding on the other party unless expressly agreed to in writing and signed by an authorized representative of such party. If BUYER and SELLER have entered into a Written Agreement, these Terms and Conditions of Sale, together with the Written Agreement, shall constitute the entire agreement between BUYER and SELLER.

2. PRICE AND PAYMENT TERMS: The price for Product will be as specified in the SELLER's invoice. If BUYER does not have credit terms, it is understood that the account will be COD (payment due on Delivery). If the BUYER has applied for and is approved for credit terms, payment will be due within the time frame specified. If payment is not received by SELLER when due, any outstanding amount shall bear interest as follows: If a consumer account, the outstanding amount shall bear interest at the monthly rate of 1.5% (18% per year), if a commercial account, the outstanding amount shall bear interest at the monthly rate of 2% (24% per year) payable on the first day of default and on the first day of every month thereafter until paid in full. BUYER also shall pay to SELLER on demand all expenses, including reasonable legal fees and court costs incurred by SELLER in protecting or enforcing any of its rights under these Terms and Conditions of Sale any Written Agreement, or otherwise. SELLER may, at its sole discretion, grant credit to BUYER in respect of Product purchased hereunder upon such terms and conditions as SELLER may establish from time to time. BUYER agrees and acknowledges that SELLER may at any time refuse to grant or extend credit to BUYER or that SELLER may demand immediate payment of all indebtedness outstanding in respect of Product purchased hereunder.

3. WARRANTIES: The warranties described in this paragraph are in lieu of all other warranties. SELLER warrants that the Product owned and supplied by SELLER to BUYER shall meet the description stated on the invoices or upon the original container in which such product is supplied. BUYER AND SELLER AGREE THAT SELLER DOES NOT MAKE OR INTEND, AND SELLER DOES NOT AUTHORIZE ANY AGENT OR REPRESENTATIVE TO MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED AND THAT SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THAT PURPOSE IS KNOWN TO SELLER. ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, NOT SPECIFICALLY AGREED TO IN WRITING BY SELLER, ARE EXPRESSLY EXCLUDED.



4. **PRODUCT QUANTITY:** SELLER will not be required to deliver to BUYER a quantity of Product exceeding that specified in the Written Agreement or if there is no Written Agreement between BUYER and SELLER, the quantity stated by SELLER at the time SELLER confirms BUYER's order. SELLER reserves the right to deliver Product deviating from the specified weight or quantity.

5. **DELIVERY:** Title, together with the risks and benefits of ownership, including without limitation the risk of loss or delay of Product, shall pass to BUYER when the Product is delivered to the BUYER or when placed in the custody of the first carrier engaged to transport the Product, if not delivered by SELLER. Each delivery shall be a separate and independent transaction. Delivery times or dates provided by SELLER are estimates for planning purposes only and time shall not be of the essence and SELLER's liability for early, late or failure to deliver is expressly subject to the provisions of section 7 and section 8 of these Terms and Conditions of Sale. The Company is not responsible for oil spills, leaks or other damages that may result from information that was submitted incorrectly by the customer. This is including but not limited to tank size, tank location, disconnected tanks etc. Company is responsible for the delivery of the product to the receiving pipe or outlet designated by the customer.

6. **TRANSPORTATION DESTINATION:** Unless otherwise agreed, SELLER shall arrange for transportation of Product to the transportation destination specified in the invoice or [bill of lading] ("Transportation Destination"), if within our trade/market area. Cost for delivery will be at the expense of the BUYER and will be reflected in either the selling price of Product or as a separate delivery or handling charge.

7. **LIABILITIES-CLAIMS-INDEMNIFICATION:** BUYER shall inspect all Products before use or incorporation into any manufacturing or other process of BUYER. Delivery of Product to BUYER by SELLER in accordance with section 5 of these Terms and Conditions of The sale shall be considered acceptance of same and a waiver by BUYER of claims with respect thereto, unless BUYER gives SELLER written notice of claim within thirty (30) days after the date such Product was delivered. SELLER's TOTAL LIABILITY FOR PRODUCT SOLD HEREUNDER, WHETHER BASED ON CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE SELLING PRICE OF THE PRODUCT INVOLVED IN THE CLAIM AND NEITHER PARTY WILL BE LIABLE FOR ANY PROSPECTIVE PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. BUYER assumes all risk and responsibility for handling of Product following delivery, for the results obtained using Product in a manufacturing process or otherwise, and for the results obtained by the use of Product in combination with other substances, irrespective of the fact that such use or handling of Product is in accordance with any description, advice or suggestion of SELLER. The provisions of this Section 7 will survive termination or performance of this transaction. BUYER will indemnify, defend and hold harmless SELLER and its partners, managers, officers, directors, employees and agents against any liability (whether strict or otherwise) for any claim, loss or expense, direct or indirect, on account of any injury, disease or death of any person (including BUYER's employees) or damage to property (including BUYER's) arising out of BUYER's transportation, storage, handling, sale, use or disposal of Product supplied by Seller.

8. **EXCUSES FOR NONPERFORMANCE:** SELLER will be excused from the obligations hereunder to the extent that performance is delayed or prevented by any circumstances (except financial), direct or indirect, reasonably beyond its control including but not limited to fire, war, civil disturbance, floods, accidents, explosion, mechanical breakdown, strikes or other labor trouble, plant shutdown, unavailability of or interference with the usual means of transporting the Product or compliance with any law, regulation, order, recommendation or request of any governmental authority (collectively, "Force Majeure"). In addition, the SELLER will be so excused in the event it is unable to acquire from its usual sources on terms it deems to be reasonable, any Product due to Force Majeure reasons. If, because of such circumstances, there should be a shortage of any Product from any of SELLER's suppliers for Force Majeure reasons, SELLER will not be obligated to change its supply point for BUYER, purchase Product for BUYER or to change the facility where Product is obtained for BUYER in order to perform this Agreement and SELLER may apportion its available Product among itself, its affiliates and all its customers in such manner as SELLER, in its sole discretion, determines is reasonable.

9. **REMEDIES:** If the BUYER fails to pay, when due, any invoice or any other indebtedness to SELLER (whether or not under these Terms and Conditions of Sale or another Written Agreement), with or without notice, or fails, within 10 days of receiving notice of a breach of any other obligations hereunder, to remedy such breach, SELLER may, in addition to any other remedies, suspend shipments or deliveries, change terms of payment, credit, or terminate any order for Product or any Written Agreement forthwith without notice to BUYER. BUYER's obligation to perform will not be limited by any previous waiver by SELLER. Any order governed by these Terms and Conditions of Sale or any Written Agreement shall immediately terminate at the sole option of SELLER without the necessity of written notice should BUYER be declared insolvent, file or have filed against Buyer, a petition in bankruptcy, make a general assignment to its creditors, or be dissolved or liquidated.

10. **NOTICES:** Notice by either SELLER or BUYER shall be by prepaid mail or electronic mail addressed to the other Party at its address set out in any Written Agreement. If there is no Written Agreement, notices to BUYER will be sent to the address to



which invoices are sent by SELLER and notice to SELLER will be sent to the attention of: Supreme Oil & Service Corp. 75 South Broadway Suite 400 White Plains NY 10601. Notice will be considered given upon receipt.

11. SEVERABILITY AND WAIVER: Should any provision of these Terms and Conditions of Sale be or become illegal or unenforceable, such provision shall be considered separate and severable from these Terms and Conditions of Sale and the remaining provisions shall remain in force and be binding upon SELLER and BUYER as though such provision had never been included. Any waiver by SELLER of any breach of any term or condition of these Terms and Conditions of Sale shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.

12. ASSIGNMENT: Neither these Terms and Conditions of Sale nor any Written Agreement may be assigned in whole or in part by either party, whether by operation of law or otherwise, without the express prior written consent of the other party, which consent may be withheld for any reason whatsoever. In the event of an ownership change of BUYER, SELLER must be notified in writing immediately for credit underwriting of the new owner(s) until such time as the new owner is approved for credit terms the account will default to a COD (payment due on delivery) account.

13. CONFESSION OF JUDGMENT: BUYER HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY, ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR BUYER, AND, WITH OR WITHOUT NOTICE OR OPPORTUNITY TO CURE, CONFESS JUDGMENT AGAINST BUYER, AND IN FAVOR OF SELLER, FOR UNPAID OBLIGATIONS NOW DUE AND/OR TO BECOME DUE AS A RESULT OF CREDIT EXTENDED UNDER THIS COMMERCIAL CREDIT APPLICATION, INCLUDING, WITHOUT LIMITATION, ALL ACCRUED AND UNPAID INTEREST, CHARGES, EXPENSES, OR OTHER AMOUNTS PAYABLE HEREUNDER, WHETHER BY ACCELERATION OR OTHERWISE, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION EQUAL TO THE GREATER OF (A) FIVE HUNDRED DOLLARS (\$500) OR (B) FIFTEEN PERCENT (15%) OF ALL AMOUNTS TO BE COLLECTED, WITH RELEASE OF ALL ERRORS, WAIVING ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION, TO THE EXTENT THAT SUCH LAWS MAY LAWFULLY BE WAIVED. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAYBE EXERCISED FROM TIME TO TIME AND AS OFTEN AS SELLER SHALL ELECT, UNTIL SUCH TIME AS ALL OBLIGATIONS HEREUNDER SHALL HAVE BEEN SATISFIED.

14. GOVERNING LAW. These Terms and Conditions of Sale will be interpreted, and the rights, obligations and liabilities of the Parties determined in accordance with the laws of the New York, without regard to its conflicts of law principles. BUYER hereby consents to the jurisdiction of state and federal courts situated in Westchester County, NY in the event of any action related to or arising from these Terms and Conditions of Sale or any Written Agreement and waives any right to object to venue laid therein. BUYER waives the right to a trial by jury.

15. CREDIT LIMITS: BUYER acknowledges that the account with SELLER will have a credit limit if approved for terms. Otherwise, the account will be considered COD (Cash on Delivery). The account limit is determined based upon a combination of SELLER's customer requirement needs, credit scores and any other relevant information. Credit limits are typically reviewed annually unless circumstances change to support a more frequent review. Any open order amount combined with the existing outstanding invoice balance that exceeds the account credit limit will require an order to be placed in "Hold Status" until such issue is resolved.

16. ORDER HOLD: Outstanding invoices greater than SELLER approved terms from the invoice date at the time of order placement will require an order to be placed in Hold Status and requires payment prior to release.

17. LIQUIDATED DAMAGES FOR COLLECTIONS: In the event BUYER defaults on this account and SELLER refers collection of this account to an attorney or debt collection agency, BUYER agrees to pay by way of liquidated damages, and not as a penalty, a sum equal to the greater of (A) Five Hundred Dollars (\$500) or (B) fifteen per cent (15%) of all amounts to be collected as SELLER's reasonable counsel or other collection fees.

18. CONFIDENTIALITY: Neither party shall disclose any confidential and proprietary information of another party or the existence and/or the terms of these Terms and Conditions of Sale to any third party unless upon prior written consent of the other party.

19. MISCELLANEOUS PROVISIONS: The terms hereof shall be binding upon the heirs, successors, administrators and assigns of the BUYER. The obligations of all persons signing as BUYER hereunder shall be joint and several. No waiver by SELLER of default of any provision hereof shall operate as a subsequent waiver of any default under the same or any other provision hereof. Acknowledgement of acceptance of this agreement by SELLER is waived by BUYER. This Commercial Credit application



may be signed by the BUYER and deliver to SELLER by electronic or facsimile transmission which shall be as effective as delivery of a manually executed counterpart hereof. If delivered by electronic or facsimile transmission, BUYER shall promptly deliver a manually executed counterpart hereof, provided that any failure to do so shall not affect the validity hereof. BUYER acknowledges that this Commercial Credit Application is for business customers only (including sole proprietorships) and any credit provided by SELLER in connection herewith is not to be used for the purchase of equipment or services for personal, household or family purposes.

Everything stated in this Application and Terms and Conditions of Sale is true and correct to the best of BUYER's knowledge. BUYER understands SELLER will retain the account information whether the BUYER is approved for terms. BUYER has read and agrees to the Terms and Conditions of Sale.