



# Credit Terms

Pro Petroleum provides credit as a means to facilitate payment for its products and services. Credit is not extended for the purpose of financing sales for customers. Provided credit is extended terms are as follows:

1. All purchases made on this account are due and payable the tenth day following the date of delivery of product or performance of service invoiced.
2. Purchaser authorizes Pro Petroleum to initiate debit and credit entries to Purchaser's designated bank account for the sole purpose of offsetting balances due each other. Pro Petroleum is under no liability to do so.
3. Purchaser agrees to pay Pro Petroleum a return item fee equal to the greater of one percent of the return item or twenty five dollars on any item returned unpaid by Purchaser's bank. In addition Purchaser agrees any return item not replaced, within five days, by a Purchaser initiated bank wire or cashier's check delivered to Pro Petroleum, shall bear interest from the date the item was initially deposited by Pro Petroleum. Interest shall accrue at the lesser rate of eighteen percent per annum or at the highest legal rate allowed. These additional charges are penalties not means to subvert terms set forth above.
4. Pro Petroleum shall notify the Purchaser should any balance owed become delinquent. Should Purchaser fail to pay the delinquent balance within five days of such notice, the delinquent balance shall bear interest from the date of delivery of product or performance of service as invoiced. Interest will accrue at the lesser rate of eighteen percent per annum or at the highest legal rate allowed. This additional charge is a penalty not means to subvert terms set forth above.
5. Pro Petroleum shall have the right to limit the amount of credit available to Purchaser. Pro Petroleum may increase or decrease this limit at Pro Petroleum's sole discretion without notice to any person, including the Purchaser.
6. Pro Petroleum shall have the right to terminate this credit agreement and any credit account arrangement it has with Purchaser for any reason whatsoever and without notice to any person, including Purchaser. Termination of this agreement or credit account shall not terminate or otherwise affect Purchaser's obligations, as they existed prior to termination. This includes but is not limited to accruing interest and costs of collection.
7. Should any balance governed by this agreement become 45 days old, Purchaser agrees to pay all costs of collection, including but not limited to reasonable attorney's fees and court costs, as incurred and as allowed by applicable law.
8. Any legal proceedings between the Pro Petroleum and the Purchaser will be heard in a court of proper jurisdiction. At Pro Petroleum's discretion, the proceedings may be held either in the county and state where the Purchaser resides, the county and state where the product or services were received by the Purchaser, in Lubbock County Texas, or in Maricopa County Arizona. This agreement shall be governed by and construed in accordance with the law of the jurisdiction which Pro Petroleum elects to bring action without resort to principles of conflicts of law. Should any provision of this agreement be considered by the court to be invalid, illegal or unenforceable for any reason, said provision shall be considered changed or omitted to conform, while the remaining provisions hereof shall remain in full force and effect.
9. The undersigned warrants that they are either the Purchaser or a representative of the Purchaser with full authority to enter into legally binding agreements on behalf of the purchaser. The undersigned further warrants that the above agreement has been carefully read and the Purchaser understands the same.

\_\_\_\_\_  
Purchaser / Company name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Signer

\_\_\_\_\_  
Signer's Title

The person whose signature is listed above is known to me. He/She has represented to me that they have read and understood this document and have endorsed it on behalf of the above Purchaser in good faith.

\_\_\_\_\_  
Witness' signature

\_\_\_\_\_  
Printed name of Witness

\_\_\_\_\_  
Date