



## Terms and Conditions

1. All purchases made on account are due and payable the tenth day following delivery of goods or services.
2. Purchaser authorizes Pro Petroleum, Inc., herein known as Seller, to initiate debit and credit entries to Purchaser's designated checking account for the sole purpose of offsetting balances due each other.
3. Purchaser agrees to pay Seller a return item fee equal to, the greater of one percent (1%) of the return item or, twenty five dollars (\$25.00), on any item submitted and returned unpaid by Purchaser's bank. In addition Purchaser agrees any return item not replaced, within five (5) days, with a Purchaser initiated bank wire or cashiers check, delivered to the Seller, shall bear interest from the date the item was initially deposited by the Seller, at the lesser rate of 18% per annum or, at the highest legal rate allowed.
4. Seller shall notify (by written or email correspondence) the Purchaser should any balance owed become delinquent. Failure by the Purchaser to pay said delinquent balance within 5 days of such notice shall be a default hereunder and said delinquent balance shall bear interest from the date of delivery, at the lesser rate of, 18% per annum or, at the highest legal rate allowed. Seller may at that time suspend Purchaser's account without notice.
5. Seller shall have the right to limit the amount of credit available to Purchaser and may increase or decrease this limit at Seller's sole discretion without notice to any person, including the Purchaser.
6. Seller 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 relieve Purchaser from any obligation to pay the outstanding credit balances including interest and other related costs in strict accordance with the terms of this agreement.
7. Purchaser agrees to pay costs of collection, attorney's fees and court costs, as incurred, if any balance on this account becomes 60 days old.
8. This agreement shall be governed exclusively by the laws of the State of Texas regardless of any conflict of law principles. Any legal proceedings between the Seller and the Purchaser will be heard exclusively in a state district court of Lubbock County, Texas. The place of performance of this agreement shall be Lubbock County, Texas. In the event that a court of proper jurisdiction shall determine that any provision of this agreement is deemed to be null and void the remaining provisions shall remain in full force and effect.
9. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SELLER AND PURCHASER KNOWINGLY AND WILLINGLY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, IN ANY ACTION, PROCEEDING, OR OTHER LITIGATION OF ANY TYPE (WHETHER BASED ON CONTRACT, IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY) INCLUDING ANY ACTION, COUNTERCLAIM, OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION OF THIS AGREEMENT. THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT.
10. Purchaser agrees that any and all quotations, prices, contracts or other pricing information ("Pricing Information") provided by Seller is CONFIDENTIAL between Purchaser and Seller and is not to be distributed, disclosed or otherwise disseminated without the prior written consent of Seller. Any unauthorized use, disclosure, or dissemination of Pricing Information shall subject Purchaser to any and all legal recourse governed by the laws of the State of

Texas and that any legal proceedings shall be under the jurisdiction of the courts located in Lubbock County, Texas.

11. No waiver by Seller of any default by Customer shall constitute a waiver of any other default, whether similar or dissimilar in nature. No waiver of default shall be deemed consent to the continuation of such default, but only a forbearance by the Seller. Failure by Seller to exercise any right or remedy with respect to any default shall not prevent or in any way impair the exercise of such right or remedy by the Seller with respect to the same, any other, or any subsequent default.
12. This is the entire agreement between the parties. This agreement may only be amended in writing by the parties represented herein.
13. The person signing this agreement represents they are, either the Purchaser or, a representative of the Purchaser with full authority to enter into this agreement and legally bind the Purchaser to this Agreement.
14. The person signing this represents that the information given in this application and in support of this application is complete and accurate and authorizes Pro Petroleum, Inc., to check with my/our bank, credit reporting agencies, credit references, and other sources disclosed herein to determine the credit worthiness of the Purchaser, such as and not limited to Dun and Bradstreet and Experian Credit Reporting.

Accepted and agreed by:

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Purchaser

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Printed/Typed named of Signer

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Signer's Title

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Signature

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Date