



CUSTOMER APPLICATION PACKAGE

At your earliest convenience, please complete this packet and return it to your Darden Petroleum representative. The following forms are enclosed:

- Customer Information Sheet
- Commercial Credit Application
- General Terms & Conditions For Purchase and Sale of Products
- EFT Authorization Form

Should you have any questions or comments, do not hesitate to contact Stacy Fitzgerald at 770.792.0909 or sfitzgerald@dardenpetroleum.com.

Darden Petroleum & Energy Solutions
416 Roswell Street, 2nd Floor
Marietta, Georgia 30060
Tel: 770.792.0909 | Fax:
Email: info@dardenpetroleum.com



Customer Information Sheet

Customer Name: _____

Billing Address: _____

City/State/Zip Code: _____

Federal ID Number: _____

Account Payable Contact _____

Phone: _____

Email: _____

Prefer Invoices To Be Sent: Fax to: _____

Email to: _____

Primary Contact _____

Phone / Email / IM _____

Please also attach a copy of your company's most recent W-9 form.



Commercial Credit Application

Terms: Net 10 Days from Delivery Date

Company Name: _____

Street Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ FEIN: _____

Estimated Monthly Usage in Gallons: _____

Company Type (circle one): Corporation Proprietorship Partnership Other _____

Type of Business: _____

Officers / Principals

Full Name _____

Full Name _____

Title _____

Title _____

Home Address _____

Home Address _____

Home Telephone _____

Home Telephone _____

SS# _____

SS# _____

Banking Reference

Bank Name _____

Telephone _____

Address _____

Fax _____

Acct# _____

Contact Person _____

Trade References (petroleum preferred)

1. _____ Fax _____ Tel _____

2. _____ Fax _____ Tel _____

3. _____ Fax _____ Tel _____

Please also include your company's most recent Fiscal Year End Financial Statement.

I hereby certify that all the information on this application and attachments is true and accurate for the purpose of obtaining credit. I give my authorization for Darden Petroleum & Energy Solutions to check the references listed in either this application and/or on the attachment. Darden Petroleum & Energy Solutions reserves the right to assess late payment charges or interest at the maximum rate allowable under state law on all unpaid past due balances. Buyer agrees to reimburse Darden Petroleum & Energy Solutions for all collection expenses, including reasonable attorney's fees, incurred in connection with the collection of any amounts due. I agree to Darden Petroleum's General Terms and Conditions for Sales of Petroleum Products attached hereto.

Date: _____

By: _____

Printed Name of Authorized Officer

Signature of Authorized Officer

Date: _____

By: _____

Printed Name of Darden Petroleum Employee

Signature of Darden Petroleum Employee



**GENERAL TERMS AND CONDITIONS
FOR PURCHASE AND SALE OF PRODUCTS**

1. **DEFINITIONS.**

“Seller” means Darden Petroleum & Energy Solutions, or an affiliated entity that enters into a transaction with Buyer. For the purposes of these terms, an affiliate is defined as any corporation, partnership, person or other entity that at such time directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Darden Petroleum & Energy Solutions. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, partnership, person or other entity, whether through the ownership of voting securities, or by contract or otherwise.

“Buyer” means any person or entity that purchases Product from Seller.

“Parties” means both Seller and Buyer, individually a “Party”.

“Product(s)” means any petroleum product, bio-fuels (including Ethanol), bio-diesel and diesel sold by Seller to Buyer.

“Transaction” means a particular sale of Product by Seller to Buyer.

2. **ADVANCE NOTICE.** Seller requires at least 48 hours advance notice of all orders of petroleum and biofuel products and Seller shall have no obligation, at any time, to sell or deliver Products to Buyer without such advance notice.

3. **PURCHASE/SUPPLY REQUIREMENTS.** Except as may be set forth in a separate agreement between Seller and Buyer, Seller has no obligation to sell any Products to Buyer and Buyer has no obligation to purchase any Products from Seller.

4. **SHORTAGE OF SUPPLY.** At any particular time, Seller may not have sufficient supplies of one or more of the Products to be supplied to Buyer from its then contemplated sources of supply to meet the requirements of all of Seller’s customers, contract or otherwise, including for its own use. Whenever that situation exists, Seller shall have the right to reduce deliveries of Product hereunder on any basis that Seller deems equitable and Seller shall not be required to make up for such reduction nor shall Seller be responsible in any manner for failure to deliver.

5. **DELIVERY.** Unless otherwise agreed to between the parties, Buyer shall be responsible for all arrangements necessary to deliver the Product to the delivery point(s) set forth in the Customer Order (the “Delivery Point(s)”) and title and risk of loss of the Product shall pass to Buyer upon delivery of Product to the delivery point. If the

Customer Order, approved by Seller, provides that Seller or Seller's designee shall deliver the Product then, Buyer, at its cost, shall provide Seller with unimpeded and adequate ingress and egress to the storage facilities of Buyer at all times and during all weather conditions. Maintenance, repair, upkeep, and replacement of said storage facilities will be the sole responsibility of Buyer. Seller shall have no obligation to inspect said storage facilities. Seller shall have no responsibility for any damages arising from any defects in the storage facilities of Buyer and Buyer shall indemnify and hold harmless Seller against all such damages. Seller shall not be obligated to make any delivery when Buyer is in default of the payment terms or over their credit limit as specified by Seller.

If Seller agrees to sell Product to Buyer F.O.B. terminal, then the Delivery Point will be the terminal and title and risk of loss for the Product shall pass to Buyer as it is dispensed into Buyer's or its common carrier's vehicle at the terminal. Any common carrier used by Buyer must be approved in advance by Seller. Buyer and any common carrier used by Buyer must comply with all applicable laws and regulations for the transportation of the Product including any requirements of the terminal. Buyer and any carrier must also follow Seller's set up procedures and execute Seller's standard terminal access agreement. Buyer and/or Buyer's common carrier may only obtain Product from Seller after proper release numbers have been issued by Seller on a load by load basis. Buyer must not take possession or ownership of any Product from Seller or Seller accounts without receiving a Seller release number for each load. Buyer must provide Seller with all documentation for load picked up at the terminal within forty-eight hours from lifting the Product at the terminal. In the event that Buyer obtains possession of any Petroleum Product using Seller's account without receiving a proper Seller release number, then such load is unauthorized and Seller may pursue any and all available civil and criminal legal remedies for such unauthorized taking.

If deliveries are to be made by barge, Buyer shall provide free and safe wharfage at the delivery point where the barge may at all times lie safely afloat. Buyer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Buyer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though said failure may have arisen from causes beyond the control of Buyer.

6. **INSURANCE.** Buyer is responsible for providing the following minimum insurance coverage:
- a. Employer's liability and workers' compensation insurance covering the employees of Buyer in compliance with the laws of the state where Buyer's employees are located;
 - b. Commercial or Comprehensive General Liability Insurance on an occurrence basis with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$3,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors and products / completed operations and sudden and accidental pollution; and
 - c. Excess or Umbrella Liability Insurance with a combined single limit of \$1,000,000 each occurrence and annual aggregates of \$1,000,000, for bodily injury and property damage covering excess of Employer's Liability and the insurance described in (a) and (b) above.

7. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing, all amounts due hereunder must be paid via electronic funds transfer (“EFT”) or automated clearing house (“ACH”) within the time period set forth on the applicable invoice. In the event the invoice does not set forth specific payment terms, then all payments are due within 15 days from the date of delivery. If a payment is not received by Seller on or before the due date, then Buyer must pay Seller a late payment charge of 1.5 % per month for each month or portion thereof that payment of any invoice is delinquent or at the highest rate permitted by law, whichever is less. In addition, if Buyer fails to make a payment within the specified terms, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment is received, and to pursue all other remedies available at law and at equity. The acceptance of any payment by Seller after the due date shall not waive any of Seller’s rights hereunder nor shall said withholding of deliveries affect any obligation of Buyer hereunder. Seller shall have the right of offset as to any amount Seller owes Buyer for any reason from any payments due from Buyer to Seller. Buyer agrees to reimburse Seller for all collection expenses, including reasonable attorney’s fees, incurred in connection with the collection of any amounts due.
8. **FINANCIAL RESPONSIBILITY.** The obligations of Seller to make deliveries of Product to Buyer shall be subject to Seller’s continuing credit approval of Buyer and Buyer shall furnish Seller with such information regarding Buyer’s financial condition as Seller, in its sole discretion, may request from time to time. Seller may demand in writing adequate assurance of performance and in the absence of prompt assurance from Buyer, Seller may suspend deliveries. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Seller including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to Seller or a performance bond or guarantee approved by Seller. In the event Buyer shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); or (iv) be unable to pay its debts as they fall due; then Seller shall have the right to either withhold and/or suspend deliveries or payment, net and/or set off all transactions outstanding between the Parties, use all rights, counterclaims and other defenses which it is or may be entitled to at law or at equity. If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other Party shall be entitled to exercise its contractual right to liquidate as a forward contract merchant under Section 556 of the U.S. Bankruptcy Code.
9. **MEASUREMENT.** In the event of a dispute between the parties, quantity, quality and gravity of Product type sold hereunder shall be determined in accordance with generally accepted industry practices in effect at the time and place of sale including using the latest A.S.T.M. or A.P.I. test methods. In accordance with the practice of the prevailing jurisdiction where petroleum products are delivered, volumes shall be corrected to 60° Fahrenheit temperature in accordance with the latest A.S.T.M. test methods and latest edition of the A.P.I. volume correction tables.
10. **INDEPENDENT CONTRACTOR.** In the performance of any Transaction, both parties are engaged in an independent business separate from the business of the other party and nothing herein contained shall be construed as granting either party any right to control or direct the other party or its employees with respect to that party’s conduct of its business. Nothing herein contained shall be construed as granting either party any right to control or direct the other party or its employees with respect to the other party’s conduct of its business.
11. **PREVENTION OF PERFORMANCE.** There shall be no obligation to obtain, furnish, or deliver any Product when, while and to the extent that the obtaining or making deliveries in the customary manner are prevented or

hindered by act of God, or other conditions beyond the control of Seller, including but not limited to, extreme weather conditions, fire, riot, labor disturbances, accidents, war (declared or undeclared), acts of any government or compliance with the laws, regulations, orders, decrees or requests, whether valid or invalid, of any governmental authority (foreign or domestic, federal, state or local) of any person purporting to act under color of governmental authority, partial or total interruption or loss or shortage of transportation facilities or supplies or refinery capacity, shortage of Product deliverable hereunder due to shortage in the supply of available crude oil or natural gas or by other causes beyond the control of the Parties, whether similar to the causes hereinbefore specified or not. Seller shall have no obligation to make up deliveries when the inability to deliver is prevented as described in this paragraph.

12. CREDIT. If credit is extended to Buyer by Seller, Buyer shall furnish Seller with such information regarding Buyer's financial condition as Seller may request from time to time in its sole discretion. Buyer represents and warrants to Seller that the financial data regarding Buyer supplied by Buyer, Buyer's employees and agents to Seller in order to qualify for such credit terms is and shall be, true and correct. Buyer shall continue to provide such financial data at all times and from time to time as may be necessary to provide Seller with all data and information to reflect Buyer's true financial condition and Buyer shall also provide Seller with such other and additional information as Seller may reasonably request.

13. INDEMNIFICATION. Buyer agrees to defend and indemnify Seller (and its officers, directors, employees, successors and assigns) against all claims, suits, liabilities, fines, penalties, assessments, losses and expenses (including attorney's fees and expenses of litigation) arising out of Buyer's business operations, including but not limited to any claims for property damages, personal injuries, or death, from the storage, handling, leakage, spillage, distribution, sale or use of Products, or from any reason whatsoever associated with Buyer's business operations except to the extent caused by the negligence or willful misconduct of Seller.

Seller agrees to defend and indemnify Buyer (and its officers, directors, employees, successors and assigns) against all claims, suits, liabilities, fines, penalties, assessments, losses and expenses (including attorney's fees and expenses of litigation) arising out of the Seller's negligence or willful misconduct in performing its services under Transaction entered into between the parties.

This indemnification provision shall survive any expiration or termination of this contract.

14. ASSIGNMENT. With respect to any Transaction, except through merger, acquisition or Buyer's sale of substantially all of its assets, Buyer shall not assign any rights or delegate any duties that Buyer may have hereunder, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller, subject to any valid requirements of applicable statute.

15. GOVERNMENTAL REGULATION. Both Parties shall comply with all applicable federal, state and local laws, rules, and regulations, related to the sale, purchase, or exchange of Product hereunder. Buyer shall supply Seller with all information that Seller shall requests so Seller may comply with all applicable laws, ordinances and regulations of all governmental authorities. Seller may revise its prices or terminate any purchase order upon the occurrence of a Change In Law Event that results in the imposition of materially detrimental conditions, requirements, or costs with respect to the transactions entered into under this Agreement as reasonably determined by Seller in good faith.

For the purposes of this provision, a Change in Law Event means the occurrence of any of the following: (a) the adoption or taking effect of any law, rule, regulation, treaty or any other exercise of government authority; or (b) the interpretation or application thereof by any government authority; or (c) making or issuance of any request, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, the California LCFS Regulations, Cap and Trade and other AB 32 regulations and all requests, rules, guidelines or directives thereunder or issued in connection therewith shall be deemed a Change in Law Event, regardless of the date enacted, adopted or issued.

- 16. STORAGE AND HANDLING.** The Parties agree that Buyer is both owner and operator of all of the storage tanks, pipes, pumps and other related equipment (the "Equipment") in which Buyer intends to store the Products and through which such Products may be pumped for sale. Seller has no ownership interest, right or responsibility whatsoever regarding of any such Equipment. Buyer hereby represents and warrants to Seller that all of the Equipment of Buyer which will be utilized in connection with the handling of the Products is in good condition, free of leaks and otherwise in compliance with all applicable rules, regulations and laws applicable to such Equipment. Buyer acknowledges that the leakage of Products from the Equipment is a matter that is solely the responsibility of Buyer and to avoid and minimize any such leaks, Buyer will make regular inspections of all such Equipment and will take continual precautions to discover and stop any such leakage. Should any leaks be detected, Buyer shall take any and all action required to promptly repair such leakage and, at its expense, perform any clean-up that may be required for compliance with requirements of all laws and regulations of the United States and of the state in which the Equipment is located. Buyer shall promptly notify Seller in the event any such leaks are detected so that no further Product will be deposited into such Equipment until such leaks are properly repaired. Buyer is solely responsible for any losses and contamination of Products that may result if Buyer uses improper materials.
- 17. SEVERABILITY.** If one or more of the provisions contained herein or in any confirmation, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof or thereof.
- 18. JURISDICTION / VENUE / ATTORNEY FEES.** These terms shall be governed by the laws of the State of Georgia and both Parties hereby submit to the jurisdiction of the Superior Court of Cobb County, Georgia for the resolution of all disputes hereunder and hereby agree that venue is proper in such court. In the event of a dispute, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney's fees incurred in connection with such dispute.



Electronic Funds Transfer (EFT) Authorization

Customer

Customer Federal ID Number

Street Address

City / State / Zip Code

Telephone Number

Fax Number

The above-named Customer hereby authorizes Darden Petroleum & Energy Solutions (27-2021309) to initiate electronic funds transfers (“EFT”), from the Bank / Financial Institution named below for the withdrawal of funds (“Debit Entries”) to effect payment by Customer for invoices due.

Bank/Financial Institution

Transit / Routing Number (ABA)

Street Address or PO Box

Bank Account Number

City / State / Zip Code

Bank Contact Name / Telephone Number

I understand that this authorization will be in effect until I notify my financial institution in writing that I no longer desire this service, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of the debit entry by notifying my financial institution before the account is charged. If an erroneous entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution if, within 15 calendar days following the date on which I was sent a statement of account or a written notice of each entry or 45 days after posting, whichever occurs first. I give my financial institution a written notice identifying the entry, stating that it is in error and requesting credit back to my account.

This authorization is nonnegotiable and nontransferable.

Customer

Date

Witness

Date

Please email this form, along with a copy of your voided check, to accounting@dardenpetroleum.com