



FUEL & RESOURCES

Customer Application

Please fax to: (325) 676-3841 or
email: credit@fmfr.com

www.fmfr.com



FUEL & RESOURCES

133 Caddo Drive Abilene, TX 79602 Ph. 325.676.3835 Fax 325.676.3841

We at Fuel Masters, LLC, DBA "FM Fuel & Resources" appreciate you taking the time to fill out this customer application package. We understand that you are taking a significant amount of time away from your daily routine to provide us with this information. We look forward to providing you and your company with service above and beyond what you have come to expect from a fuel supplier.

The following is a checklist of items that must be completed in order for FM Fuel & Resources to establish a realistic line of credit to fit your company's needs. To guarantee the fastest consideration of your application, please include all items requested. If you have additional questions, please contact us toll free at (866) 455-3835. If you like, you may email your completed customer application to credit@fmfr.com or fax it to (325) 676-3841.

- () Completed and signed Customer Application, Pages 3-5
- () Signed Petroleum Product Sales Agreement, Page 6
- () Completed and signed Electronic Funds Transfer Authorization Agreement, Page 7

Please **Read** and **Keep for Your Records**:

Petroleum Sales General Terms and Conditions, Pages 8-10

- () Please include the following items with your application:
 - a. Copy of current Financial Statements;
 - b. Copy of current tank registration for all locations; and
 - c. Copy of all state tax certificates

We look forward to doing business with you!



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1. Name _____

Doing Business As _____

Street or PO Box _____

City _____ State _____ Zip Code _____

Email _____

Phone _____ Fax _____

How do you prefer to receive invoices? Email Fax

Accounts Payable Contact _____

Accounts Payable Email _____

Accounts Payable Phone _____ Fax _____

2. TYPE OF ENTITY: Corporation Partnership Proprietorship LLC/LLP

Federal Tax Identification Number _____

Corporate Officers _____ SSN: _____

Or Partners _____ SSN: _____

Or Owners _____ SSN: _____

3. BANKING REFERENCE: (Attach Sheet If Necessary)

Name of Bank _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Bank Account Officer _____

Checking Account Number _____

Loan Account Number _____



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4. Dunn & Bradstreet (D&B) Number (if known) _____

5. TRADE REFERENCES:

List current references, including last petroleum supplier(s) with credit lines comparable to limit desired:

Name	Address	Phone/Fax
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Product Volume Requested (Gallons per Month) _____

6. TAX EXEMPTION CERTIFICATES

Do you have a State Motor Fuel License?	Yes	No
Do you have a State Motor Fuel Tax Exemption?	Yes	No
Do you have a State Sales Tax License?	Yes	No
Do you have a State Sales Tax Exemption?	Yes	No

IF "YES" TO ANY OF THE ABOVE, PLEASE ATTACH COPIES.

All applicable taxes and fees will be billed until copies of these certificates are received in our office.

7. STORAGE TANK REGISTRATION:

Are all tanks registered? Yes No

Are all tanks? Underground Above ground Both

(Please attach copies of tank registrations for each of your locations according to the laws in your state)

8. Please attach the most current Financial Statements, including both Balance Sheet and Income Statement, or most current Annual Report.

(Financial Statements are strictly confidential and reviewed only by officers of Fuel Masters, LLC)

{signature page follows}



FUEL & RESOURCES

9. SIGNATURE:

We wish to open an account with Fuel Masters, LLC, DBA "FM Fuel & Resources" and hereby submit the requested information for credit consideration. The information provided is true and accurate to my/our knowledge and belief. Should credit be granted, we agree to remit payment in accordance with applicable terms of payment and credit limit. In applying for credit, I/we authorize my/our references to be contacted.

Name _____

Signature _____

Upon printing, please sign prior to submitting.

Title _____

Date _____



FUEL & RESOURCES

PETROLEUM SALES AGREEMENT

Whereas, Fuel Masters, LLC, a Texas limited liability company doing business as FM Fuel & Resources, whose main office address is 133 Caddo Drive, Abilene, TX 79602, ("FM Fuel" or "Seller") agrees to sell and Buyer agrees to purchase and receive petroleum products ("Product") according to the following terms and conditions:

1. Products available: Gasolines – All Grades/All Blends, Distillates – All Grades/All Blends, Aviation Fuel – All Grades/All Blends, Chemicals/Solvents – All Grades/All Blends
2. Quantity: As agreed
3. Terms: Ongoing
4. Price: Bid basis subject to supplier availability
5. Payment: Net 10 Days from date of Delivery – EFT/ACH (*with approved credit*)
6. Special Provisions: _____
7. The attached Petroleum Sales General Terms and Conditions ("General Terms and Conditions") are incorporated herein by reference and made a part hereof. This Petroleum Sales Agreement and the General Terms and Conditions are collectively referred to as this "Agreement". To the extent of any conflict between the provisions herein and the General Terms and Conditions, the provisions herein shall govern.

AGREED TO BY:

Buyer: _____

Name _____

Signature _____

Upon printing, please sign prior to submitting.

Title _____

Date _____



FUEL & RESOURCES

Electronic Funds Transfer Authorization Agreement

BUYER NAME: _____

BUYER STREET ADDRESS CITY STATE ZIP

Buyer does hereby authorize Fuel Masters, LLC, DBA "FM Fuel & Resources" to initiate debit and or credit entries to Buyer's checking account indicated below for payment/refund of and debt incurred for the sale of Product; and does further authorize the depository institution named below to debit/credit such entries to the Buyer's account.

BANK NAME

BRANCH

ACCOUNT NUMBER

CITY STATE ZIP

ROUTING AND TRANSIT NUMBER

BANK CONTACT TELEPHONE

This authority shall remain in effect until terminated upon (15) days written notice by either Buyer or Fuel Masters, LLC. Notice of termination shall in no way affect debit/credit entries initiated prior to actual receipt of notice. All credit and other terms and requirements between Buyer and Fuel Masters, LLC remain in effect.

AUTHORIZED this _____ day of _____, 20__.

AUTHORIZED BY

Upon printing, please sign prior to submitting.

PRINTED NAME

TITLE



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**Keep for your Records*

PETROLEUM SALES GENERAL TERMS AND CONDITIONS

1. **TITLE; RISK OF LOSS:** For deliveries made into trucks supplied by Buyer or Buyer's representative at a refined products terminal (Terminal") title and risk of loss shall pass to Buyer as Product passes the last flange connection of the delivery line. For sales delivered Freight on Board (FOB) to Buyer's destination, title and risk of loss shall pass to Buyer as Product leaves the last flange of the delivery vessel.
2. **TAXES:** Buyer shall pay, or reimburse Seller for all taxes, duties and other governmental charges of whatever kind (except for income taxes) imposed on any transaction, sale, purchase, manufacture, distribution, use or delivery of Product hereunder.
3. **QUANTITY:** All quantities of Product shall, unless otherwise agreed, be determined in accordance with the following and adjusted to a standard temperature of sixty (60) degrees Fahrenheit in compliance with applicable A.S.T.M. methods. The term "barrel" as used herein shall mean forty-two (42) U.S. gallons. The term "gallon" as used herein shall mean a U.S. gallon of two hundred thirty one (231) cubic inches. Any objection or claims as to quantity must be made within ten (10) days of Buyer's receipt of Seller's invoice and, if not made within such time, then the quantity shall be conclusively established as the quantity shown on Seller's invoice.
4. **SCHEDULING** To the extent flexibility is allowed hereby for time or size of deliveries the parties shall cooperate to the extent reasonably possible to coordinate period(s) of time(s) for deliveries hereunder; and Buyer shall give reasonable prior notice as to quantities and scheduling desired. Buyer hereby expressly agrees that scheduling of deliveries may be made orally. Seller shall have no responsibility for determining whether or not such communications from Buyer concerning scheduling of deliveries are made by authorized individuals.
5. **DELIVERY/LOADING:** Should Seller arrange and dispatch Product for delivery to Buyer's destination, the volumes so delivered for Buyer must be full transport loads unless expressly approved by Seller prior to dispatch. With prior approval by Seller, full transport loads may also be split with other product (i.e. Diesel/Gasoline Gasoline/Diesel) at the request of Buyer. For deliveries at Terminal, Seller shall not be required to make such deliveries unless Buyer's trucks are in full compliance with all applicable legal requirements, including any required license certificate or registration. Furthermore, Buyer and Buyer's employees, representatives, contractors and agents shall strictly comply with all rules and regulations that Seller may establish from time to time regarding the conduct of third parties on Terminal premises. Seller shall have the right to prohibit anyone from entering Terminal premises for any non-compliance of Seller's or the Terminal's rules and regulations. Buyer shall provide a list of all trucks utilized for deliveries at Terminal, including truck number, license model, make and tank size, to Seller. Buyer must contact Seller for a Purchase Order Number ("PO #") prior to each loading at Terminal. At the time that PO # is issued, Seller will provide loading instructions inclusive of Terminal location, supplier name, and loading number. Should Buyer not adhere to these loading instructions for any reason, then the difference in cost of Product will be assessed to Buyer.
6. **PAYMENT AND CREDIT:** All payments made by Buyer shall be due and payable in Abilene, Texas at Seller's address set forth in this Agreement, and Buyer's performance in Abilene, Texas, is a material condition. Seller's duty to perform and Buyer's right to purchase hereunder are at all times subject to Seller's approval, and continuing approval, of Buyer's credit with Seller. No assurance or guarantee is made of Buyer's credit or continuation thereof; and Seller reserves the right, without limitation, to sell Product on pre-paid, COD, standby letter of credit, or other secured or collaterally

assured basis acceptable to Seller. Unless credit is approved and arranged by Buyer with Seller, payment shall be due in full and in cash prior to loading of Product. Without limitation on Seller's rights and remedies against Buyer, if Buyer fails to promptly pay any amount due hereunder or if Seller needs assurance, or further assurance, of Buyer's credit worthiness, Seller may cancel this Agreement, demand different payment terms, suspend or recall deliveries or shipments, impose different credit terms, or impose different requirements for collateral assurance of payment. Seller is hereby given an express right of off-set against any amount whatsoever owing or becoming due to Buyer, or any amount owing by or becoming due from Seller or any company that is directly or indirectly subsidiary to, parent of, or affiliated with Seller. Buyer, by execution of this Agreement, gives Seller authorization to check the credit records and make any investigations or inquiries Seller may deem necessary to satisfy Seller as to the credit worthiness of Buyer and its guarantor(s), owner(s), or co-sign(s).

7. **WARRANTIES AND DISCLAIMER:** Seller warrants that it will convey good title to the Product sold and delivered hereunder, and that all such Product shall be in compliance with the specifications, if any, referred to in the applicable purchase order. The foregoing warranties are exclusive of all other warranties, whether written, oral or implied, and except for the foregoing, **SELLER MAKES NO WARRANTIES OF ANY KIND AS TO PRODUCT SOLD AND/OR DELIVERED TO BUYER, EXPRESS AND/OR IMPLIED, INCLUDING BUT NOT LIMITED TO:** (A) ANY WARRANTIES AS TO PRODUCT QUALITY, COMPOSITION, CHARACTERISTICS, ENVIRONMENTAL OR HUMAN SAFETY OR HAZARD OR HEALTH AFFECTS, PERFORMANCE OR LIKE MATTERS; and/or (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
8. **ACCEPTANCE :** Solely as a means of early identification of any possible problems or disputes, and not in limitation of Seller's rights hereunder, Buyer shall sample and test all shipments of Product in order to determine conformity at the time of delivery; and if Buyer determines nonconformity, Buyer shall: (a) immediately notify Seller of non-conformity; and (b) not use or resell or otherwise transfer the same unless Seller gives Buyer written notice to proceed with use, resale or transfer. Any use, resale, or transfer of product by Buyer shall be deemed as Buyer's irrevocable acceptance thereof. In the event that a dispute arises as to the conformity of Product, a conformity determination shall be made by an independent inspector to be employed at the equally shared expense of the parties. Acceptance shall be deemed to have irrevocably occurred when the governing sample of the product, as determined by the independent inspector, for the purpose of conformity determination has been found by the independent inspector to conform to the specifications set forth in the applicable purchase order.
9. **FORCE MAJEURE:** Seller shall be excused from its performance hereunder if performance has been prohibited or delayed by any foreseeable or unforeseeable cause(s) beyond the reasonable control of Seller including, but not limited to: acts of nature; labor disputes; strikes or threats of strike; fire; explosion; earthquake; storm; flood; landslide; avalanche; drought or other adverse weather condition; interruption or delay in transportation; war; insurrection; riot; laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; judgments or orders of any court; inability to obtain, on reasonably acceptable terms, any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective, enforcement of federal, state or local environmental standards; unavoidable casualties; shortage of labor, equipment fuel, material, parts, supplies, or services; refinery or terminal breakdown; failure of mechanical or chemical function of equipment used for manufacturing, handling or delivering Product; or any disabling cause, whether similar or dissimilar to the foregoing enumeration.
10. **LIMITATION OF REMEDIES AND LIABILITY:** BUYER'S EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES THAT ARE, IN ANY WAY, CAUSED BY, ARISE OR RESULT FROM, THE AGREEMENT AND/OR SELLER'S SALE OR DELIVERY OF PRODUCT, ANY FAILURE OR DELAY IN DELIVERY OF PRODUCT, OR ACTIVITIES ASSOCIATED WITH ANY SUCH SALE OR DELIVERY OF PRODUCT, INCLUDING BUT NOT LIMITED TO, ANY CLAIM FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE AND/OR STRICT LIABILITY, IS EXPRESSLY LIMITED TO REPLACEMENT OF ANY PRODUCT WHICH DID NOT CONFORM TO THE SPECIFICATIONS SET FORTH IN THE APPLICABLE PURCHASE ORDER AT THE TIME OF DELIVERY TO BUYER. **SELLER SHALL NOT BE LIABLE FOR ANY LOST PROFITS, ECONOMIC LOSS, OR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL, PUNITIVE AND/OR EXEMPLARY DAMAGES WHETHER ARISING UNDER WARRANTY, FAILURE OF ESSENTIAL**

PURPOSE, CONTRACT, GUARANTEE, TORT, NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, OR OTHERWISE.

11. INDEMNITY : Buyer shall indemnify and defend and hold harmless Seller as to any breach of this Agreement by Buyer and from any liability and/or remedy , of whatever nature or kind, to which Seller might become subject to directly or indirectly resulting from Buyer's use, misuse, transportation or disposal of Product purchased hereunder, including but not limited to liability for environmental violations and employee or consumer health or safety. These indemnity , defense and hold harmless obligations shall apply without regard to fault on the part of the Buyer and shall survive termination of this Agreement.
12. INSURANCE: At all times during the term of this Agreement, Buyer shall maintain, at its sole cost and expense, insurance: (a) as required by applicable Laws; (b) sufficient to cover its indemnification obligations herein; and (c) to meet the requirements of each delivery at Buyer's destination or at Terminal, as applicable . All such insurance shall include waivers of subrogation in favor of Seller, or if Buyer is self-insured, Buyer shall waive all subrogation rights. Buyer shall require all of its contractors and agents to carry such insurance to the extent their performance on behalf of Buyer is in connection with Buyer's performance of this Agreement. There shall be no material change in or cancellation of the insurance policies required herein without at least thirty (30) days prior written notice to Seller.
13. COMPLIANCE WITH LAWS: Buyer shall comply with all applicable laws, regulations, rules and orders (collectively, "Laws") pertaining to its operations and performance under this Agreement, and Buyer's indemnity obligations shall include any failure to do so. If Buyer fails to comply with any such Laws, then Seller shall have the right to suspend deliveries or terminate this Agreement , in addition to all other remedies that Seller may have.
14. GOVERNING LAW, FORUM AND CLAIMS: The rights and duties of the parties hereto and the validity, construction , enforcement and interpretation of this Agreement, shall be construed under and governed by the laws of the State of Texas. The venue or forum for any legal action arising out of or relating to this Agreement, the breach thereof or transactions between the parties shall be in the Courts of Taylor County, Texas and the parties specifically waive any right to a venue that either might otherwise have in any other location . If claims or legal proceedings are asserted or instituted by Seller against Buyer to enforce Seller's rights or remedies hereunder or related hereto, Seller shall be entitled to recover from Buyer all court costs, reasonable attorney's fees and expenses incurred by Seller incident to such.
15. WAIVERS: Waiver by Seller of a breach by Buyer of any provision of this Agreement shall not be deemed a waiver of future compliance therewith. No delay or failure on Seller's part to enforce any right or claim which it may have hereunder shall constitute a waiver on Seller's part of such right of claim.
16. NON-EXCLUSIVE; NO PARTNERSHIP; NO JOINT VENTURE: This is a non-exclusive agreement with no contractual restriction on Seller's ability to sell Products to anyone in any manner. Notwithstanding any other provision of this Agreement, Seller reserves a discretionary right to sell Product anywhere by any means it elects. The parties to this Agreement are independent contractors. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the other. Except as otherwise specifically provided herein, no party is authorized to act as agent of or otherwise represent, the other party to this Agreement.
17. ASSIGNMENT: Buyer shall not assign this Agreement or any part hereof without the express written consent of Seller.

MISCELLANEOUS : This Agreement constitutes the entire agreement of the parties and shall control over any notice, request, acknowledgment, or other communication required or permitted by or pertaining hereto. This Agreement may not be amended, modified, or supplemented except by an instrument in writing signed by all parties hereto. All notices required hereunder shall be in writing and delivered to the other party at the address listed herein. Any such notice, request or other communication shall be by certified mail or nationally recognized courier or messenger service with confirmed delivery, or by personal service and shall be deemed served upon receipt.

THIS AGREEMENT IS AN OFFER OF SALE BY SELLER. IF BUYER DOES NOT ACCEPT THIS OFFER BY EXECUTION OF THIS AGREEMENT WITHOUT ALTERATION HEREOF OR ADDITION HERETO, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THIS OFFER BY ORDERING, PURCHASING OR TAKING DELIVERY OF PRODUCT FROM SELLER. ANY ACCEPTANCE IS EXPRESSLY LIMITED TO THESE GENERAL TERMS AND CONDITIONS . Without limitation on Seller's rights, no term in Buyer's purchase order or any other document, correspondence or communication from Buyer which conflicts with the terms of this Agreement is, or shall be, accepted by Seller except in a separate writing executed by an officer of Seller. Headings are provided for convenience, and Seller's rights and remedies hereunder are in addition to and not in lieu of Seller's other rights and remedies.