

CARDLOCK TERMS AND RESPONSIBILITIES

This agreement dated the _____ day of _____, 20___, between Bassett-Hyland Energy Company, hereinafter called "Company", and _____ Customer account number _____, hereinafter called, "customer".

In the event a product spill occurs, Customer shall take immediate action to arrest the spill, contain and clean up spilled product, and prevent any resulting damage. Such action must include fire prevention and control, containment to prevent damage to water or waterways, and collection of product. All of Customers personnel who have occasion to utilize the meter shall receive instruction in its use and in the correct methods of alleviation any product spill which may result. Any agents employed by Customer to utilize the cards system shall be required to employ for such purpose only personnel who have received similar instruction. Customer shall promptly notify local authorities and Company of any spill. Company may supervise and direct the cleanup operations and Customers personnel shall cooperate with Company's personnel and Company's agents in all such activities. If the spill resulted from any act of failure to act on the part of Customers personnel or agents, Customer shall be responsible for all costs and expenses incurred for loss of product and for clean-up operations, including reimbursement to Company for Company's cost and expenses. Any fines or penalties imposed against Customer by any governmental agency as a result of a product spill shall be paid by Customer, subject to Customers right to appeal for any such assessment.

TERMS

Cardlock invoices will be generated twice monthly, the terms of this agreement require that payment for all purchases be made in full within 15 days following the invoice date: Accounts not paid in full within 15 days may be ineligible for Cardlock quantity discounts, and may be turned off until payment is made. Credit is extended at the sufferance of **BASSETT-HYLAND ENERGY COMPANY** for your convenience, and the Company reserves the right to terminate this agreement at any time with out notice to the Customer, upon termination of this line of credit all sums owing on the date of termination shall be immediately due and payable, together with charges applicable thereto.

Customer agrees to be liable and to pay for all products delivered on Customers account number whether or not such product is obtained by Customer or by anyone else acting with or without Customers permission: provided, however, that in the case of loss of, or theft from Customer of a card or cards, Customer will not be held responsible for product which is obtained without Customers permission after the actual receipt of notice in writing by Company that a card has, or cards have, been lost or stolen. An allegation of theft must be substantiated by a report of the theft to local police authorities. An allegation of loss must include full information as to circumstances, including the approximate date and place of loss.

Should neither the Customer nor any agent be present at the time of delivery by **BASSETT-HYLAND ENERGY COMPANY**, the Company shall be authorized to send a copy of the invoice showing the date of delivery and such delivery shall be deemed acceptable as per this agreement unless, within five (5) days thereafter, Customer shall make known to **BASSETT-HYLAND ENERGY COMPANY** in writing, of any alleged error in said invoice.

Customer agrees that should any sums due under this agreement not paid in a timely manner and in accordance with the terms hereof, customer shall pay reasonable collection costs, including reasonable attorney fees incurred a projected if collection is required.

This agreement shall incur to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Company and Customer but no assignment hereof by Customer shall be made valid without consent of Company.

This is part of **BASSETT-HYLAND ENERGY COMPANY** Cardlock agreement.

AGREED AND ACCEPTED:

CUSTOMER

BY _____
SIGNATURE

BASSETT-HYLAND ENERGY COMPANY

BY _____
SIGNATURE