

# TERMS OF Fleet2Go/CARDLOCK USE

- 1) Purchases will be for vehicles owned and/or operated by the Account/Purchaser.
- 2) **Fleet2Go card(s), are considered access cards used to initiate a transaction to obtain fuel or other services offered through locations within the Fleet2Go network. Fleet2Go issued access card(s), are not credit cards. By signing this application it is understood that the federal \$50.00 liability limit for credit cards will *not* apply to any Fleet2Go access cards issued and used on the account. You agree by signing this application that any/all purchases will be the responsibility of the Account/Purchaser. Please note that all purchases on this account whether at cardlock locations, or when used at a Retail accepting fuel site or at a partner accepting merchants are the responsibility of the Account/Purchaser.**
- 3) Minimum purchase of 2,400 gallons of fuel per year from all fuel sources is required.
- 4) **In the event that any legal action is required to collect on this account, Gaubert Oil Co. LLC will determine venue for such legal matters, and the Account/Purchaser will cover all collection and/or legal costs, fees and late fees at 18% annual interest**
- 5) **Account/Purchaser shall be responsible for any and all purchases made by the Account/Purchaser and/or those of *any* other persons using cards issued to Account/Purchaser, regardless of whether use was by another person is/was authorized or is fraudulent. The Account/Purchaser will *immediately* notify the Gaubert Oil Co. LLC of a lost, stolen or misused card, and when a card needs to be invalidated due to employee termination. The Account/Purchaser agrees that they will not have the DIN#/PIN#/security access code on/near the card, should it be lost or become used fraudulently in anyway and will invalidate terminated employee access to all cards upon their last date of employment.**
- 6) **The Account/Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.**
- 7) **The Account/Purchaser and/or their Fleet driver shall be advised that cardlock sites that are near or on shared property with that of Retail sites will not be invoiced at the posted Retail price at the site but the actual cardlock price per gallon.**
- 8) **If your card is used at any Retail site or truck stop the posted price and/or the receipt price may either reflect that of cash or credit card purchases (as designated at the Retail seller's location)**
- 9) **or may not match your statement invoice charge(s). Since these fuel site purchases are possibly out of network, you will be invoiced at a different rate than that shown at the site or on the receipt obtained at time of purchase.**
- 10) **The Account/Purchaser agrees that they have 45 days from their billing statement date to dispute any charge(s) noted within that statement.**
- 11) If there is any change in the ownership of the Account/Purchaser or if substantial assets of Purchaser are sold, the Account/Purchaser shall promptly notify Gaubert Oil Co. LLC of such sale and Gaubert Oil Co. LLC shall have a lien on all the assets of Account/Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Gaubert Oil Co. LLC. If there are ownership changes made a new application will be filled out reflecting all current company ownership information by Account/Purchaser. The account balance with the original Account/Purchaser must be paid in full on the date the ownership changes.
- 12) Account/Purchaser represents that it and any person using the Fleet2Go cards delivered to Account/Purchaser are and shall be aware of the proper use of the retail and cardlock systems and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the retail and cardlock systems. The Account/Purchaser agrees to indemnify and hold Gaubert Oil Co. LLC harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence of misuses of the cardlock system by the Account/Purchaser of any person using the cardlock cards, delivered to the Account/Purchaser hereunder.
- 13) Gaubert Oil Co. LLC shall use its best efforts to maintain the retail and cardlock systems in good working order and condition at its expense provided however Gaubert Oil Co. LLC shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the retail and cardlock systems in any manner whatsoever Account/Purchaser agrees that it and any person using the Fleet2Go cards delivered to the Account/Purchaser shall promptly notify Gaubert Oil Co. LLC of any malfunctioning of the retail and cardlock systems of which Account/Purchaser of such person is aware.
- 14) Account/Purchaser's right to purchase fuel through the Fleet2Go network may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Gaubert Oil Co. LLC. Upon termination, Account/Purchaser agrees to immediately surrender all Fleet2Go cards issued to Account/Purchaser and to immediately pay all outstanding sums owing to Gaubert Oil Co. LLC. Gaubert Oil Co. LLC shall refund any deposit to Account/Purchaser when all cards are returned and all amounts owing to Gaubert Oil Co. LLC are paid in full.
- 15) In the event of any breach of any of the terms of this agreement or any other agreement between Account/Purchaser and Gaubert Oil Co. LLC, including but expressly not limited to the failure to pay sums owing to Gaubert Oil Co. LLC when due, then in addition to any other sums due or payable to Gaubert Oil Co. LLC by Account/Purchaser, Account/Purchaser agrees to pay the reasonable attorney fees and costs incurred by Gaubert Oil Co. LLC including late fees in the enforcement of Gaubert Oil Co. LLC's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of Gaubert Oil Co. LLC then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
- 16) All terms and conditions of this Agreement are intended to cover Account/Purchaser's account as well as all of Account/Purchaser's other branch or regional accounts, whether set up now or in the future.
- 17) **A \$36.00 handling fee will be charged for all checks returned from the bank for any reason. This charge will be noted on your next statement following the returned check. If two or more checks are returned within a one-year period your account may be cancelled and your access card(s) invalidated.**

**Please note the above information is subject to legislative change at any time, no matter your execution date of this document, by either the respective State or at the Federal level and will be enforced to obtain payment due accordingly.**

Customer Name (Account/Purchaser): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_