



9701 NW 89<sup>TH</sup> AVENUE  
MEDLEY, FLORIDA 33178  
(305) 884-0008

### FUEL SALE AGREEMENT

#### BUYER'S INFORMATION

CREDIT CARD TYPE: \_\_\_\_\_ CREDIT CARD No.: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_ PIN: \_\_\_\_\_  
NAME (AS IT APPEARS ON CREDIT CARD): \_\_\_\_\_ PHONE # \_\_\_\_\_  
ADDRESS: STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
FEIN # \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_ DOB: \_\_\_\_\_

#### SALE INFORMATION

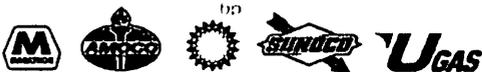
FUEL TYPE: \_\_\_\_\_ QUANTITY (GALLONS): \_\_\_\_\_  
SHIP-TO ADDRESS: STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

#### TERMS AND CONDITIONS

Buyer is providing the above information to Urbieta Oil, Inc. ("Seller") for the purpose of purchasing fuel on a COD basis by credit card. Buyer hereby authorizes Seller to charge the above credit card for the current sale and for future fuel sales between the parties. All goods delivered to Buyer shall be paid in accordance with the following terms and conditions:

1. Guaranty. If the credit card transaction is declined for any reason, Buyer shall pay Seller all amounts owed upon demand.
2. Price. Seller aims to provide its customers with competitive prices relative to fuel sales of a similar market and nature. The purchase price may or may not be provided prior to delivery of the fuel. The purchase price is typically available upon request by contacting a representative from Seller's commercial sales department. If, however, Buyer is unaware of the purchase price prior to delivery for any reason, Buyer's acceptance of the delivery shall waive any and all rights to dispute the purchase price as subsequently provided by Seller's invoice. Seller's detailed pricing information and data are "trade secrets" and will only be provided at Seller's own discretion.
3. Taxes and Fees. Prices quoted may be subject to additional federal, state, or local taxes, plus delivery charges.
4. Default. The parties hereto acknowledge and agree that the Buyer will pay the entire purchase price according to the terms as stated. In the event Buyer defaults, the Seller may charge and collect a finance charge of 1 1/2% per month of the past due balance. The Seller shall also be entitled to all costs of collection including court costs and attorney's fees in the event of the default of the Buyer.
5. Venue and Jurisdiction. Any action to collect past due balances shall be at Seller's discretion, and such action would be filed in the Miami-Dade County Court or Circuit Court. This agreement shall be governed by the laws of the State of Florida.
6. Disclaimer. Seller makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED.
7. Hold Harmless. The Seller shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of goods or claims of purchases for service interruptions. Any remedies of the Buyer from the manufacturer, if any, are exclusive. Seller shall have no liability with respect to any contract, or anything done in connection herewith such as the performance or breach hereof, or from the manufacture, sale, delivery, resale, or use of any goods covered by or furnished under any invoice whether arising out of any contract negligence, strict tort, or under any warranty or otherwise. Notwithstanding the foregoing, should any court of competent jurisdiction determine that this disclaimer shall be ineffective in whole or in part, Buyer acknowledges and agrees that any recovery shall nevertheless be limited to the price of the goods upon which such liability is founded.
8. Title. It is expressly understood that the title to the goods shall not pass to the Buyer but shall remain vested in and be the property of the seller, or its assigns, until the purchase price, finance charges, and all other sums due hereunder have been fully paid. Each and all of the conditions and stipulations of any invoice, including the time for making payments, shall be in and are of the essence hereof, and no agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by the holder hereof.
9. Miscellaneous. For the purpose of enforcing the Seller's right hereunder, the Buyer authorizes Seller to enter on the premises, with or without notice, and remove the property, and hereby waives any action, or right of action, arising out of such entry and repossession. If a third party executes this agreement on Buyer's behalf, the third party hereby represents having full power and authority to execute this agreement and bind Buyer to its terms and conditions. The authorized agent shall assume joint and several liability for Buyer's obligations if Seller does not receive the invoiced purchase price within 30 days of delivery.

Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



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