



Cooperative Grain & Supply Fuel Charge Card Contract Summary

The following is a summary of the fuel charge card contract. The actual terms and conditions are specifically detailed in the contract on the back of this page.

- A card will work on the pumps at the location(s) which you request for all fuels available at that location.
- You may purchase as much fuel as you want, as long as Cooperative Grain & Supply, hereafter referred to as CG&S, can provide the fuel without rationing or restrictions.
- Anyone using your card is considered to have your permission and you will be responsible for the purchases they make unless we are notified otherwise. Pin numbers are assigned to each fuel card to prevent unauthorized purchases. If your card is lost or stolen, notify us immediately. Within 48 hours, we must receive written notification. After we receive written notification, you are no longer responsible for purchases made with your card.
- You can terminate this agreement by notifying us in writing. You remain responsible for purchases made on your card(s) until return of card(s) to CG&S. CG&S may terminate this agreement, with or without notice to you, by removing or shutting down the fuel pumps or by changing the pumps so your card will no longer work to pump fuel.
- All fuel card purchases are to be paid in accordance with the regular credit policy of CG&S. This is not a credit card, but is a convenience card. All fuel charged on fuel cards is due at the end of the month following the purchase of the fuel. You will be assessed a finance charge, under the terms of the Charge Account Agreement, if your account is not timely paid.
- You are responsible to reimburse CG&S for any damage you or anyone using your card causes. CG&S is not responsible for injury or damages to card users if they are not following safety rules.

Purchaser Information & Certification

<i>Purchaser Name:</i>	<i>Date:</i>
<i>Purchaser Name:</i>	<i>Account Number:</i>
<i>Number of Cards Needed:</i>	

<i>Locations You Will Use Fuel Card:</i>		
Hillsboro Bulk Plant	Canton Service Center	Lehigh Fuel Center
Hillsboro Ampride	Marion Ampride	

Purchaser Certification: By signing below, I hereby certify that I have read the *Fuel Charge Card Contract on the reverse of this page* and agree to abide by the terms of the contract as set forth. In witness whereof, I have hereunto subscribed the day and year stated above.

Signature of Purchaser: _____ Title (For Companies): _____

Signature of Purchaser: _____ Title (For Companies): _____

This section is to be completed by Seller:

Seller: Cooperative Grain & Supply

Approved By (Print): _____ Title: _____

Signature: _____ Date: _____

Fuel Charge Card Contract

This agreement, made and entered into on the date set forth on the front of this page, by and between the Cooperative Grain & Supply, a corporation organized and existing under the laws of the State of Kansas, with its principal place of business at Hillsboro, Kansas, hereinafter referred to as "Seller", and the Purchaser, whose name and address is set forth on the front of this page, hereinafter referred to as "Purchaser".

Witnesseth, that in consideration of the mutual covenants and promises hereinafter stated, the parties hereto hereby agree and contract as follows:

SECTION ONE FUEL CHARGE CARD

Seller hereby agrees to provide the Purchaser with the stated number of fuel charge cards which will operate Seller's fuel pumps. Fuel pumps are currently located at Seller's facilities at Marion Ampride, or at Lehigh, or at Hillsboro Ampride and Hillsboro Industrial Park facilities, all in Marion County. Also the Seller's fuel pumps located at Canton Service Center in Canton, McPherson County.

SECTION TWO PURCHASES

Seller hereby agrees to allow Purchaser to purchase such quantities of any fuel as Purchaser shall require and Seller is able to supply for so long as Seller is able to supply the same without restriction or rationing. Said purchases may be made by Seller's fuel pumps, which are located at the above described premises.

SECTION THREE AGENCY

Purchaser hereby agrees to pay Seller as provided in Section Two above for all products purchased through the use of said Card and Seller hereby agrees that any person or persons utilizing said Card to make purchases from Seller, whether or not the use of said Card was authorized, shall be deemed duly authorized agents of the Purchaser. Pin numbers are assigned to each Card to prevent unauthorized purchases. In the event said Card should become lost or stolen, Purchaser may terminate their liability for purchases made with said Card by:

- 1) Returning to Seller any and all Cards remaining in Purchaser possession, and
- 2) Notifying Seller that said Card has been lost or stolen.
 - a. Said notice to Seller, if given orally to Seller, shall be given to any agent or employee of Seller during Seller's regular business hours or to Seller's General Manager or Service Station Manager during non-business hours, and shall become effective for a period of 48 hours from such notice, during which time Purchaser shall so notify Seller in writing.
 - b. Said notice to Seller, if written, shall be mailed or delivered to Seller at Seller's address first above stated and shall be effective upon Seller's actual receipt of the same. No further notice need be given by Purchaser, and Purchaser is not responsible for purchases made after complying with the provisions of the subsection.

SECTION FOUR TERM AND TERMINATION

This agreement may be terminated at any time as follows:

- 1) Purchaser may terminate this agreement by complying with the provisions for lost or stolen Cards as provided in Section Three above, provided, however, that Purchaser remains responsible for purchases made prior to such notice, and provided that upon return to Seller of all Cards issued to Purchaser, when such return is evidenced by a written receipt from Seller to Purchaser, the written notice provided in Section Three, paragraph 2(b) shall not be required.
- 2) Seller may terminate this agreement without notice to Purchaser by removing the fuel pump or by causing the same to be inoperative, or by changing said pump so that Purchaser's Card will no longer operate the same, and Purchaser remains responsible for purchases made prior to termination.

SECTION FIVE SELLER'S CREDIT POLICY

Purchaser hereby agrees to pay Seller for purchases made under this agreement at the rate per gallon stated in Seller's periodic billing statement. Purchaser further agrees to pay Seller as provided in Seller's Credit Policy, in which that Purchaser agrees to pay Seller for total purchases made hereunder on or before the end of the month of a periodic billing statement; And for Purchaser's failure to keep said account current, as provided in this section, Seller may, at its option, terminate this agreement pursuant to Section Four. All purchases shall be deemed to have been made by Purchaser on the date Seller prepares the billing statement.

SECTION SIX MISCELLANEOUS

- 1) This agreement is entered into for the mutual benefit of the parties hereto, and Purchaser understands and agrees, that they will not be required to sign any sales ticket or other evidence of purchase, and that the dollar amount of purchases shall conclusively be established by the records provided in Seller's periodic billing statement unless Purchaser can demonstrate that Seller's fuel pumps have malfunctioned.
- 2) Seller agrees to allow reasonable inspection of its fuel pumps by any regulatory agency or subdivision thereof of the Federal or State government, and Seller further agrees to cause said pumps to be properly maintained and in a state of good repair, provided however, that should Purchaser determine that said pumps are not being properly inspected or maintained, Purchaser's exclusive remedy is to terminate this agreement as provided above.
- 3) The provisions of this section are not intended to limit or otherwise restrict Purchaser's right to dispute any billing errors, however, Purchaser understands and agrees that individual transactions may be conclusively established by said fuel pumps and that without such terms and conditions Seller would not be able to provide the service, which is hereby requested by Purchaser.
- 4) Purchaser understands that Seller will not have an attendant to supervise the operation of the fuel pump. Purchaser hereby acknowledges that Seller has demonstrated and explained how to safely operate said pumps.
- 5) Purchaser hereby agrees that they will assume the responsibility for, and will reimburse Seller for any damage which may be caused to said pumps or to Seller's other facilities and equipment located on the service station premises by Purchaser's negligence, or failure to observe Seller's rules.
- 6) Purchaser agrees to hold Seller harmless for any injury, or damage to Purchaser's person, employees or agents, or property which may result from the negligence or failure to observe Seller's safety rules, by Purchaser or Purchaser's employees or agent.

SECTION SEVEN BINDING EFFECT

This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, trustees, successors, and assigns, provided however, that this agreement is not assignable by Purchaser without Seller's prior written consent.