

EZ Fuel & Tank Solutions
Standard Terms & Conditions

General

1a. Acceptance – These Terms and Conditions, together with any information or documents incorporated in by reference or attached to the applicable sales order or sales order acknowledgement, contain the entire and exclusive agreement (“Agreement”) between EZ Fuel and its customer (“Customer”) and supersede any other understandings or agreements, verbal or otherwise, unless expressly set forth in this Agreement. Delivery of the materials or equipment purchased, or installation of the equipment, or Customer’s acceptance of such materials (in writing or orally) or receipt of this invoice coupled with a failure to object to specific provisions within five days shall constitute a binding acceptance by Customer of the materials or equipment delivered or services rendered and all the terms as provided herein.

1b. Applicable Laws – This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A. Any cause of action arising hereunder or related in any hereto shall be brought only in the federal or state courts in or nearest Duluth, Georgia and Customer hereby irrevocably submits to the jurisdiction and venue. Any action arising out of or related to this Agreement against EZ Fuel must be commenced within one (1) year from the date of the right, claim, demand or cause of action shall first occur, or be barred forever.

Prices; Terms of Sale; Credit

2a. Prices - Published prices for goods and services of Blue1USA are quoted in U.S. dollars and are subject to change without notice. All prices are quoted in good faith; however, from time to time, manufacturers may change their prices without notice prior to shipment or we may quote an incorrect price, or applicable taxes may increase, in which case any such price or tax increase may be added to Customer’s price.

2b. Taxes and Fees - All prices and amounts due from this invoice exclude all U.S. and foreign, state, local, municipal taxes or sales, excise, use, property and other taxes and all export or import fees, custom duties or tariffs. All such costs, duties tariffs, taxes and fees shall be paid by Customer unless Customer provides a certificate of exemption or similar document exempting a payment from an applicable tax.

2c. Credit and Payments - All payments are to be made to EZ Fuel at the address indicated and pursuant to the terms on the face of the applicable invoice. All credits and terms of sale must be approved by EZ Fuel at the time of the order and are subject to review and approval during the life of the open order. A finance charge of up to 1.5% per month (or 18% per annum) may be charged on any unpaid balance remaining after the due date under the invoice terms. If payment is not made promptly when due, Customer must pay all costs and expenses of collection, including reasonable attorneys’ fees. An extended payment plan may only be arranged in advance and approved in writing by an officer of EZ Fuel. Offered terms may include a quick pay discount (such as a stated percentage if paid within ten days from invoice date) which shall only be applied if the payment is within those parameters as evidenced by the check date, postmark and other date evidence.

Delivery; Shipment Terms; Freight Damage Claims

3a. Shipping Dates and Delays - Shipping dates are approximate and are contingent on fire, accidents, labor disputes, floods, severe weather, raw material availability, installation schedules, transportation delays, acts of terror or war, acts of God, or other causes beyond the control of EZ Fuel. EZ Fuel will use its utmost effort to perform satisfactorily in its shipping and delivery obligations, but shall not be liable for delay for any reason or for damage in transit of any materials or equipment furnished after F.O.B. point or delivery to a common carrier.

3b. Partial Shipments - EZ Fuel may make delivery in installments unless expressly forbidden in the sales order or its acknowledgement and those installments may be separately invoiced. All such installments, when separately invoiced, shall be paid for when due per invoice, without regard to subsequent deliveries. EZ Fuel reserves the right to charge an expediting fee where special delivery or handling circumstances might apply or are requested.

3c. Shipping Terms and Risk of Loss - The shipping terms, including the F.O.B. point (such as shipper’s dock or designated destination), must be indicated on the face of the invoice. The shipping terms should also include whether the freight is “collect” or “prepay and add”. If these terms are not indicated, then they may be chosen by EZ Fuel. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier, or is received by Customer EZ Fuel’s responsibility ceases and full risk of loss and title passes to Customer and Customer shall be liable to EZ Fuel for the full

price of the merchandise.

3d. Make, Bill and Hold - Delivery of the equipment or material (when all assembly or manufacturing is completed) to the premises of EZ Fuel for purposes of convenience, coordination or price protection shall be considered “delivery” for invoice purposes and the payment terms period shall start when such delivery is made and proper notification to Customer is made.

3e. In Transit Damage and Unloading - If any damage is evident upon delivery by a common carrier, Customer must make a notation on the freight bill of lading and have the carrier’s agent sign upon delivery for claim record. Customer must immediately notify EZ Fuel and file a claim with the carrier, as EZ Fuel assumes no responsibility for goods damaged in shipment. Shortages or hidden damages or defects to goods must be reported to EZ Fuel and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Customer’s responsibility.

3f. Force Majeure – Other than a party’s payment obligations under this contract, neither party shall be liable for any default or delay in delivery due to causes beyond its reasonable control such as acts of God, civil or military authority, fires, strikes, floods, tornadoes or government regulation. In the event of such delay, the delivery shall be extended for a period equal to the time lost thereby.

Limited Warranty, Indemnity and Hold Harmless

4a. Warranties for DEF Systems and Products – Except as otherwise set forth in this Agreement, EZ Fuel warrants that all AST Fueling Systems and other petroleum equipment assembled or manufactured by it or its representatives, will meet the specifications and functionality for a period of 12 months from the date of testing and start-up or 15 months from the date of shipment (or availability for shipment) from the EZ Fuel designated shipping point, whichever occurs first. If within the warranty period, such goods shall be proved to EZ Fuel’s satisfaction to be non-conforming, EZ Fuel will either, at its sole discretion, (a) repair the system or assembly, or (b) replace the applicable defective part(s). Customer must notify EZ Fuel in writing within the warranty period of any such alleged defects. EZ Fuel, in its sole discretion, may require Customer to return the defective part or parts to an EZ Fuel assembly or manufacturing site for verification of any claim. THIS WARRANTY IS THE EXCLUSIVE WARRANTY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMED, INCLUDING THE IMPLIED WARRANTY FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4b. Unaltered Parts and Pieces - EZ Fuel does not extend warranties to customers for their purchases of parts and pieces manufactured by others and forwarded or sold unaltered by EZ Fuel. Such products may be warranted by their manufacturer and it is Customer’s obligation to register any applicable warranty with the manufacturer.

4c. Hold Harmless - Customer agrees to hold EZ Fuel harmless from and defend and indemnify it against any losses sustained by Customer or EZ Fuel or claims made against those parties in connection with any property damage, personal injury or death and related attorney’s fees (including, without limitation, claims made by governmental entities and pollution control authorities) except to the extent that said damage, personal injury or death is proven to have been caused by EZ Fuel’s sole negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against EZ Fuel as a result of or in connection with installation of materials and equipment, Customer agrees to hold EZ Fuel harmless from and defend and indemnify it against same.

4d. Limitations of Warranties – The warranties described in these Terms and Conditions shall be valid and remain in effect only if: (1) the goods are used, maintained, installed, stored and repaired by Customer as required by all applicable documentation; (2) Customer has paid EZ Fuel all sums due hereunder; (3) Customer has not in any way modified the goods; (4) the claim is unrelated to normal wear and tear, corrosion or erosion, or to any item normally consumed in its intended operation or that has a normal life inherently shorter than the applicable warranty period; (5) the claim is unrelated to the failure by Customer to follow the most current instructions issued by EZ Fuel with respect to the proper use of the goods; (6) the claim is unrelated to Customer’s provided materials, assembly, specifications or designs or the negligence of act of Customer or any third party; (7) there has been no operation or use of the goods under conditions more severe than those for which the goods were specified; or (8) the claim is unrelated to force majeure.

4e. No Changes - No employee or representative of EZ Fuel is authorized to change this warranty or its limitations in any way.

Cancellation and Return of Goods

5a. Cancellations and Returns - Customer may cancel an order only upon written approval from EZ Fuel and in accordance with all the provisions of any operating agreement and provided Customer agrees to pay EZ Fuel the cancellation and restocking fees as listed in 5b. No assembled system is returnable under any conditions whatsoever.

5b. Cancellation and Restocking Fees –

PRODUCT DESCRIPTION

FEE

For stock items (not shipped):	10%
If parts or materials have been ordered and/or production has commenced for AST Fueling System:	25%