



Cardlock Agreement

In consideration of seller, Dion & Sons, Inc., selling goods and/or services to the purchaser executing this agreement, purchaser agrees to the following terms and conditions regarding purchases made hereafter:

1. This access card is used to initiate a Pacific Pride, Amerinet, or Gasboy transaction to obtain fuel or other services offered through the card lock system. This access card is not a credit card. Therefore the federal \$50.00 liability limit for credit cards will not apply to these network fueling access cards. Please note that issuance of credit to the Purchaser is independent of the process for issuing a network access card.
2. All purchases shall be paid no later than 10 days from date of invoice. Failure to pay within prescribed time for products delivered can result in immediate lockout.
3. Purchaser assumes responsibility to protect access cards and security codes issued by Dion & Sons, Inc. *For maximum security, do not put your PIN number on or near your fueling cards.*
4. Purchaser shall be responsible for all purchases by Purchaser or any other persons using card lock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent. The Purchaser will immediately notify the Supplier if a card is lost, stolen, or misused in writing. The Purchaser is responsible for all product charged to his account on a lost or stolen card until seller is notified in writing of the loss. The Purchaser agrees that they will not have the PIN number/security access code on or near the card so that it is not used fraudulently if lost or stolen
5. Purchaser understands that the monitoring of their card usage is their responsibility. Dion & Sons, Inc. does not provide any card monitoring services.
6. Purchaser agrees to pay seller's attorney fees, court costs, and expenses incurred by seller if the purchaser's account, and this agreement, are referred for collection or other legal enforcement.
7. Purchaser agrees to pay service charges of 1-1/2% per month, a true annual rate of 18% per annum, on any amounts past due 30 days after billing date.
8. If it becomes necessary for seller to institute litigation against buyer, it is agreed that seller has the right to bring suit in the county of Los Angeles, California.
9. Purchaser agrees to sign a personal guaranty.
10. Any dispute as to billing, charges, or materials must be raised by purchaser within ten days of billing or said dispute shall be waived by purchaser.

Dion & Sons, Inc. is not responsible for damages or injury due to unsafe use of equipment by cardholder. The undersigned agrees to familiarize all authorized employees with safety information that is available upon request from Dion & Sons, Inc. before using equipment.

The following people are authorized to order or change cards on this account:

Name: _____ Phone#: _____

Signature (must be owner, partner, or officer) _____ Date _____

Print/Type name of signer _____ Title _____

Company: _____ Account No.: _____