

HALLUM INC.

IN CONSIDERATION OF HALLUM INC'S EXTENSION OF CREDIT, AND/OR ITS CONTINUATION OF PREVIOUSLY EXTENDED CREDIT, THE UNDERSIGNED PURCHASER HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. All fuel purchases made on this account are due and payable the seventh (7th) day following delivery.
2. Purchaser agrees to pay Hallum Inc. by EFT (electronic funds transfer) for delivered fuel loads.
3. Purchaser agrees to pay Hallum Inc. a return item fee equal to the greater of: one percent (1%) of the return item; or twenty-five dollars (\$25.00), on any item submitted and returned unpaid by Purchaser's bank. In addition, Purchaser agrees any return item not replaced, within five (5) days, with a self initiated bank wire or cashier's check, delivered to Hallum Inc., shall bear interest from the date the item was initially deposited by Hallum Inc. at the rate of eighteen percent (18%) per annum, or if such rate is not allowed under state law, then the maximum rate allowed under state law in which Purchaser is located.
4. All late payments and any unpaid balance shall bear interest at the rate of eighteen percent (18%) per annum, or if such rate is not allowed under state law, then the maximum rate allowed under state law in which Purchaser is located.
5. Any dispute or disagreement regarding invoices, billings, charges, receipt or delivery of goods shall be deemed conclusively waived if not raised by Purchaser, in writing, within seven (7) days following Purchaser's receipt of invoicing therefore.
6. Hallum Inc. shall have the right to limit the amount of credit available to the Purchaser and may increase or decrease this limit at Hallum Inc.'s sole discretion without notice to any person, including Purchaser and Guarantor(s). In the event that Customer makes purchases that exceed any previously requested and/or approved credit limit, such purchases shall be deemed a request by Customer to increase such credit limit, Customer will be deemed to have actual knowledge of such additional credit purchases, and Customer agrees to assume full responsibility and to pay additionally any such amounts which exceed the credit limits previously set by Distributor.
7. Hallum Inc. shall have the right to terminate this credit agreement and any credit account arrangement it has with Purchaser for any reason whatsoever and without notice to any person, including Purchaser and Guarantor(s). Termination of this agreement or credit account shall not relieve Purchaser from any obligation to the outstanding credit balances including interest, costs and fees in strict accordance with the terms of this agreement.
8. In the event that Hallum Inc. finds it necessary, within its sole and absolute discretion, to refer this matter to an attorney or collection agency for collection, Customer will pay an additional fee equal to twenty-five percent (25%) of the outstanding balance, which amount may be added to the principle balance owed by Customer without further notice as a reasonable attorney's/collection fee, in addition to any taxable costs and accruing interest.
9. Jurisdiction and venue for any litigation or legal proceedings arising out of this credit agreement shall be in a court of appropriate jurisdiction located in Coconino County, Arizona, and shall be governed in accordance with the laws of the State of Arizona,
10. To assist Hallum Inc. in its decision to extend credit to Purchaser, Purchaser hereby authorizes, but does not require, Hallum Inc. to obtain consumer credit reports and to investigate any credit and financial records, including banking records, which are in the name of the Purchaser or its principal officers and owners and authorizes Hallum Inc. to share the information received from any consumer credit report with Hallum Inc.'s affiliates, agents, attorneys, officers and owners. If requested by Purchaser, Hallum Inc. will disclose whether a consumer credit report has been obtained in connection with this application, and if so, the identity of the agency that furnished the report. Purchaser hereby directs any credit bureau, credit reporting agency and any other person, agency or firm having data or information concerning Purchaser or its principal officers and owners to accept a photocopy of this authorization as Purchaser's authorization to release and direction to furnish copies of all such data and information to Hallum Inc.
11. Should any provision of this agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.
12. The person signing this agreement represents that they are either the Purchaser or a representative of the Purchaser with full legal authority to enter into legally binding agreements on behalf of the Purchaser.

Purchaser/Company name

Printed or typed name of Signer

Signer's Title

Signature

Date

The person whose signature is listed above is known to me. He/She has represented to me that they have read and understood this document and has endorsed it on behalf of the Purchaser in good faith.

Witness's signature

Date