

CREDIT CARD AUTHORIZATION FORM



Mail, fax or email* the completed form to:
Flyers Energy, LLC
2360 Lindbergh Street, Auburn CA 95602
1-800-995-0401 Facsimile No.: 530-863-4158
Email Address: AR@4flyers.com

Date: _____ Quick Fuel Account Number: _____

A. COMPANY INFORMATION (Please print clearly)

Legal Company Name: _____
Type of Business: _____ Individual / Sole Proprietor _____ Corporation _____ Partnership _____ Limited Liability Company
Trade Name (if different from above): _____ Years in business: _____
Company Address: _____ City: _____ State: _____ Zip: _____
Company Website: _____
Contact Name-Accounts Payable: _____ Telephone Number: _____ Facsimile Number: _____
Email Address (for accounts payable contact): _____

B. CREDIT CARD INFORMATION

Credit Card Number: _____
Expiration Date: _____ Verification Number (Last Three Digits In Signature Panel): _____
Credit Card Type: _____ Visa _____ MasterCard _____ American Express _____ Discover
Account Type: _____ Personal _____ Business
Name as Appears on the Credit Card: _____
Billing Address: _____ City: _____ State: _____ Zip: _____

*Quick Fuel, A Division of Flyers Energy, LLC is committed to COMPANY's (and the above-identified cardholder's) privacy and security and Quick Fuel, A Division of Flyers Energy, LLC has put in place procedures in an attempt to prevent unauthorized access to and maintain security of the credit card information Quick Fuel, A Division of Flyers Energy, LLC collects. However, no transmission of data over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while Quick Fuel, A Division of Flyers Energy, LLC strives to protect the credit card information set forth in this Section B, Quick Fuel, A Division of Flyers Energy, LLC cannot ensure or warrant the security of any information that COMPANY (and the above-identified cardholder) transmits to Quick Fuel, A Division of Flyers Energy, LLC over the Internet or any wireless network, and COMPANY (and the above-identified cardholder) does so at its own risk.

C. PAYMENT TERMS & CONDITIONS

By signing and delivering to Quick Fuel, A Division of Flyers Energy, LLC this Credit Card Authorization Form, the undersigned signatory hereby represents and warrants to Quick Fuel, A Division of Flyers Energy, LLC that the undersigned signatory: (i) is a duly elected, appointed and acting officer, manager, or representative of COMPANY, (ii) has the power to authorize Quick Fuel, A Division of Flyers Energy, LLC to initiate debit entries to COMPANY's credit card set forth in Section B, above, and such authorization shall remain in full force and effect until Quick Fuel, A Division of Flyers Energy, LLC has received written notification from COMPANY that such authorization has been terminated; provided that Quick Fuel, A Division of Flyers Energy, LLC shall have reasonable time and manner to effect such termination, (iii) has read and understands the Terms and Conditions of Sale of Quick Fuel, A Division of Flyers Energy, LLC (which appear on page 2 of this Credit Card Authorization Form), (iv) has the power to bind COMPANY to the Terms and Conditions of Sale of Quick Fuel, A Division of Flyers Energy, LLC.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

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TERMS AND CONDITIONS OF SALE OF Quick Fuel, A Division of Flyers Energy, LLC

- 1) Payments. COMPANY's obligation to pay all amounts due to Quick Fuel, A Division of Flyers Energy, LLC is absolute and unconditional with no right of off-set. COMPANY shall pay to Quick Fuel, A Division of Flyers Energy, LLC all amounts due in accordance with the terms of the applicable invoice. If COMPANY fails to pay Quick Fuel, A Division of Flyers Energy, LLC in accordance with the terms of the applicable invoice, Quick Fuel, A Division of Flyers Energy, LLC (i) may assess against COMPANY interest on all past-due amounts at a rate of 1.5% per month, or at the highest rate of interest allowed by law, whichever is less, until all past-due amounts and interest accrued thereon are paid in full; and (ii) may suspend performance of services until all past-due amounts and interest accrued thereon have been paid to Quick Fuel, A Division of Flyers Energy, LLC. Following receipt by Quick Fuel, A Division of Flyers Energy, LLC of all past-due amounts and interest accrued thereon, Quick Fuel, A Division of Flyers Energy, LLC will have a reasonable period in which to reinstate performance of services. Quick Fuel, A Division of Flyers Energy, LLC, in its sole discretion and without waiver of its rights, may allow COMPANY additional time to make past due payments in lieu of suspension of performance of services. Without prejudice to the foregoing and notwithstanding the same, if COMPANY fails to pay any amount due Quick Fuel, A Division of Flyers Energy, LLC within ninety (90) days from the date of invoice, Quick Fuel, A Division of Flyers Energy, LLC may immediately terminate services without liability to Quick Fuel, A Division of Flyers Energy, LLC.
- 2) Termination Upon Insolvency. Notwithstanding anything contained in the immediately preceding payment provision, Quick Fuel, A Division of Flyers Energy, LLC may terminate services without further liability to COMPANY in the event COMPANY: (i) becomes insolvent or takes or fails to take any action which constitutes an admission of inability to pay its debts as they mature, (ii) makes an assignment for the benefit of creditors, files a petition in bankruptcy, petition or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial portion of its assets, (iii) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, (iv) has filed against it any such petition or application in which an order for relief is entered or which remains undismissed for a period of sixty (60) days or more, or (v) indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of custodian, receiver or trustee for itself or a substantial portion of its assets, or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.
- 3) Consequences of Termination. Upon termination of QUICK FUEL, A Division of Flyers Energy, LLC's services, for any reason, COMPANY shall pay Quick Fuel, A Division of Flyers Energy, LLC for the products and the services provided by Quick Fuel, A Division of Flyers Energy, LLC to COMPANY. Notwithstanding anything to the contrary contained herein, QUICK FUEL, A Division of Flyers Energy, LLC's right to terminate QUICK FUEL, A Division of Flyers Energy, LLC's services is in addition to, and not exclusive of, all other remedies available to Quick Fuel, A Division of Flyers Energy, LLC at law or in equity.
- 4) Limited Warranty. Quick Fuel, A Division of Flyers Energy, LLC warrants that: (i) the products delivered by Quick Fuel, A Division of Flyers Energy, LLC shall meet the specifications therefor as required by applicable law; and (ii) title to the products delivered by Quick Fuel, A Division of Flyers Energy, LLC is free and clear of all security interests, liens, claims, charges or encumbrances. COMPANY agrees that the limited warranty set forth in the immediately preceding sentence is the exclusive warranty given by Quick Fuel, A Division of Flyers Energy, LLC and Quick Fuel, A Division of Flyers Energy, LLC disclaims, and COMPANY hereby waives, all implied warranties for the products and services provided by Quick Fuel, A Division of Flyers Energy, LLC, including any implied warranty of merchantability and warranty of fitness for intended use or a particular purpose. Quick Fuel, A Division of Flyers Energy, LLC shall not be liable to COMPANY for any exemplary, punitive, special or consequential damages, including, but not limited to, lost revenues or lost profits. In no event shall QUICK FUEL's liability (if any) in connection with the products and services exceed the total amount actually paid by COMPANY during the then most recent twelve (12) month period.
- 5) Entire Agreement. These Terms and Conditions of Sale, together with the Master Services Agreement between Quick Fuel, A Division of Flyers Energy, LLC and COMPANY (if applicable), constitute the entire agreement (the "Agreement") between Quick Fuel, A Division of Flyers Energy, LLC and COMPANY concerning the subject matter hereof and thereof. The Agreement supersedes all prior communications, representations, warranties and covenants (whether oral or written) between Quick Fuel, A Division of Flyers Energy, LLC and COMPANY concerning the subject matter hereof and thereof. None of the terms and conditions of the Agreement may be added to, modified, superseded or otherwise altered except by a written agreement signed by Quick Fuel, A Division of Flyers Energy, LLC and COMPANY. COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY TERMS AND CONDITIONS APPEARING ON ANY AGREEMENT, DOCUMENT OR INSTRUMENT OF COMPANY, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER, ACKNOWLEDGMENT OR INVOICE OF COMPANY, ARE REJECTED IN THEIR ENTIRETY BY Quick Fuel, A Division of Flyers Energy, LLC AND COMPANY AND SHALL HAVE NO EFFECT ON THIS AGREEMENT. In the event of any conflict between the provisions of these Terms and Conditions of Sale and the Master Services Agreement, the provisions of the Master Services Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Quick Fuel, A Division of Flyers Energy, LLC and COMPANY and their respective legal representatives, successors and assigns. COMPANY may not assign or otherwise transfer its rights, interests or obligations under the Agreement without the prior written consent of Quick Fuel, A Division of Flyers Energy, LLC (which consent may be withheld in QUICK FUEL's reasonable discretion). No waiver of any term, provision or condition of the Agreement whether by conduct or otherwise, in any one or more instances, shall be construed as a further or continuing waiver of any such term, provision or condition. Quick Fuel, A Division of Flyers Energy, LLC and COMPANY agree that, if any provision of the Agreement shall, under any circumstances, be deemed invalid or inoperative, the Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of Quick Fuel, A Division of Flyers Energy, LLC and COMPANY shall be construed and enforced accordingly.
- 6) Governing Law / Jurisdiction. THESE TERMS AND CONDITIONS OF SALE AND ALL DISPUTES ARISING HEREUNDER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. EACH OF Quick Fuel, A Division of Flyers Energy, LLC AND COMPANY CONSENTS TO THE EXCLUSIVE JURISDICTION OF FEDERAL AND STATE COURTS LOCATED IN THE STATE OF WISCONSIN, COUNTY OF MILWAUKEE, IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS OF SALE.