



## Limited Credit Terms Agreement

(Customers requesting less than \$5,000 of credit)

Alta Fuels, LLC provides credit as a means to facilitate payment for its products and services. Credit is not extended for the purpose of financing sales for customers. Provided credit is extended terms are as follows:

1. All purchases made on this account are due and payable the tenth (10<sup>th</sup>) day of the month following the month of purchase of product or performance of service.
  - a. Oil sales made on this account are due and payable the thirtieth (30<sup>th</sup>) day following the date of delivery of product.
  - b. Transport loads (i.e. 4,000 gallons or more) are due and payable the ninth (9<sup>th</sup>) day following the date of delivery of product.
  - c. Additional exceptions must be noted in writing and agreed to by Alta Fuels, LLC.
2. Purchaser agrees to pay Alta Fuels, LLC a return item fee equal to the greater of one percent (1%) of the return item or twenty-five dollars (\$25) on any item returned unpaid by Purchaser's bank. In addition Purchaser agrees any return item not replaced, within five days, by a Purchaser initiated bank wire or cashier's check delivered to Alta Fuels, LLC, shall bear interest from the date the item was initially deposited by Alta Fuels, LLC.
3. It is Purchaser's responsibility to make payment within the terms listed above. As a courtesy to our customers, Alta Fuels, LLC will issue statements to Purchaser's once during each calendar month. All delinquent balances shall bear interest from thirty days after the date of delivery of product or performance of service as invoiced. Interest will accrue at the lesser rate of eighteen percent (18%) per annum or at the highest legal rate allowed. *This additional charge is a penalty – not means to subvert terms set forth above.*
4. Alta Fuels, LLC shall have the right to limit the amount of credit available to Purchaser. Alta Fuels, LLC may increase or decrease this limit at its sole discretion without notice to any person, including Purchaser.
5. Alta Fuels, LLC 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. Termination of the agreement or credit account shall not terminate or otherwise affect Purchaser's obligations, as they existed prior to termination. This includes but is not limited to accruing interest and costs of collection.
6. If action or suit by an attorney is required to enforce collection, Purchaser agrees to pay all costs of collection, including but not limited to reasonable attorney's fees and court costs, as incurred and as allowed by laws of the State of Colorado. This Agreement shall be governed and construed under the laws of the State of Colorado without regard to its conflict of laws principles.
7. The undersigned warrants that they are the Purchaser or a representative of the Purchaser with full authority to enter into legally binding agreements on behalf of the purchaser. The undersigned further warrants that the above agreement has been carefully read and the Purchaser understands the same.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name of person signing

\_\_\_\_\_  
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 have endorsed it on behalf of the above Purchaser in good faith.

\_\_\_\_\_  
Witness' signature

\_\_\_\_\_  
Printed name of Witness

\_\_\_\_\_  
Date