

Cardlock Agreement

I hereby acknowledge receipt of access to the Cardlock Fuelling System, owned and operated by GraHam Energy Limited, through magnetic swipe card(s).

Use of this/these card(s) constitutes acceptance of all terms and conditions of the Cardlock Agreement Form including training by the cardlock account holder of all cardlock users in the Emergency Procedures and Safe Operating Instructions. This training must be done before a cardlock card is given to any person for use and a training record must be kept for each cardholder.

I understand that the encoded card(s) will authorize the withdrawal(s) of GraHam Energy Limited's motor vehicle fuels at all the Cardlock Fuelling Systems owned by GraHam Energy Limited and any Cardlock Fuelling System location that opens in future. See Card Lock Site Locations sheet for current locations, directions to sites and product available at each site.

GraHam Energy Limited's Cardlock metre reading constitutes conclusive proof of the volume of product delivered to the card agreement holder. I agree to cardlock terms of 15 days. A statement will be mailed twice each month, and payment will follow before the next statement.

I agree to pay, or to account for, all products withdrawn by anyone using the encoded card(s). This obligation shall end upon the surrender of the encoded card(s) to GraHam Energy Limited, or upon receipt by GraHam Energy Limited of a registered letter that the card(s) has/have been lost or stolen, or written instructions that the encoded number is to be deleted from the Cardlock system.

I agree to indemnify and save GraHam Energy Limited harmless from and against any and all claims, liabilities, demands, damages and causes of action, and all costs and expenses of investigation and defending same, arising from or in any way connected with the use of the facilities or from injury to person or property, including death, on the facilities.

GraHam Energy Limited shall have the right to demand surrender of the card(s) or to remove the encoded number from the cardlock system at any time.

In the event of any discrepancy between the conditions set out in any other contract concluded between the parties and this agreement, the provisions set out in this agreement shall prevail.

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(Cardholder Name)

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(Signed)

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(Date)