



**PRODUCTS PURCHASE/SALE AND ACCESS AGREEMENT  
FOR RACK CUSTOMERS**

**THIS PRODUCTS PURCHASE/SALE AND ACCESS AGREEMENT FOR RACK CUSTOMERS** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between QT Fuels Incorporated, an Oklahoma corporation, whose address is 4705 South 129<sup>th</sup> East Avenue, Tulsa, Oklahoma 74134 ("QT Fuels"), and \_\_\_\_\_, a(n) \_\_\_\_\_, whose address is \_\_\_\_\_ ("Customer").

**WHEREAS**, QT Fuels has the right to lift petroleum products ("Product") from the terminals listed on Exhibit A attached hereto (the "Terminal Facilities") of other oil companies (the "Terminal Operators");

**WHEREAS**, QT Fuels desires to sell Product to Customer at the Terminal Facilities and Customer desires to purchase Product from QT Fuels at such locations;

**WHEREAS**, pursuant to agreements with the Terminal Operators, QT Fuels is authorized to allow third parties to lift Product from the Terminal Facilities; and

**WHEREAS**, QT Fuels and Customer desire for QT Fuels to issue to Customer terminal access capability to the Terminal Facilities to allow for the purchase and sale of Product by QT Fuels and Customer at the Terminal Facilities, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Applicability.** The terms and conditions of this Agreement apply to QT Fuels' sales of Product to Customer at the Terminal Facilities in the event QT Fuels has Product to sell and Customer desires to purchase from QT Fuels at the Terminal Facilities. Customer acknowledges and agrees that QT Fuels may add terminals to or remove terminals from Exhibit A from time to time by providing written notice of such additions or removals to Customer. This Agreement IS NOT a commitment by QT Fuels to supply any specified quantity of Product to Customer. Customer acknowledges and agrees that Product purchased from QT Fuels will be used for Customer's business, commercial or agricultural purposes and not for Customer's personal, family or household purposes.
2. **Price.** The Product price shall be either (a) the posted price at the Terminal Facilities or (b) the price mutually agreed upon between QT Fuels and Customer. The posted price at the Terminal Facilities is subject to change or withdrawal by QT Fuels without prior notice to Customer. Orders will be accepted by QT Fuels on the basis of "price at time of shipment" from the applicable Terminal Facilities. Any deviation from posted prices are specifically rejected unless expressly accepted by QT Fuels in writing at the time an order is acknowledged.
3. **Shipment Costs.** Customer shall be responsible for payment of any and all transportation charges, fees, quality differentials or other expenses associated with taking delivery at the Terminal Facilities.
4. **Title and Risk of Loss.** Title to and risk of loss of Product sold to Customer, including, without limitation, risk of damage, deterioration or evaporation, shall pass to Customer when Product passes from the flange of the Terminal Facility's delivery point into the receiving equipment of Customer's truck or, if applicable, Customer's common carrier truck.
5. **Tax.** Customer shall pay to QT Fuels, in addition to the applicable Product price, amounts equal to any taxes, duties, inspection fees or other charges or increases in same which may be imposed by any federal, state, municipal or other constituted authority upon the manufacture, use, sale or transportation of Product

purchased by Customer which QT Fuels either pays or becomes liable to pay and which are not included in the applicable prices.

6. **Payment and Credit.** Customer's payment for Product is due in full ten (10) days from the date of delivery to Customer in the amount shown on the QT Fuels' invoice in immediately available funds via ACH debit. Payment for the Product delivered shall be made to QT Fuels against QT Fuels' invoice and a copy of the rack meter ticket or a copy of the bill of lading. Should Customer fail to make payment to QT Fuels by the due date, Customer agrees to pay, in addition to the principal due, a late fee equal to one and one-half percent (1.5%) of the total invoice amount. If the payment due date falls on a Sunday, or on a Monday which is a bank holiday in the place where payment is to be made, payment shall be made in immediately available funds to QT Fuels on the next banking day after such payment due date. If the payment due date falls on a Saturday, or on a bank holiday other than a Monday in the place where payment is to be made, payment shall be made in immediately available funds to QT Fuels on the last banking day prior to such payment due date.

QT Fuels reserves the right to modify the payment terms at any time for any reason upon QT Fuels' providing written notice to Customer. Further, if QT Fuels grants credit to Customer, QT Fuels shall have the right to change the terms of such credit if QT Fuels determines Customer's financial condition warrants such a change. If (a) Customer's credit becomes impaired or unsatisfactory to QT Fuels, (b) Customer fails to make any payment when due to QT Fuels, or (c) Customer defaults in the performance of any of its obligations under this Agreement, QT Fuels may suspend deliveries to Customer until such time as Customer has made satisfactory credit arrangements with QT Fuels (which may include providing a letter of credit or payment of cash in advance of delivery), all at QT Fuels' discretion, reasonably exercised, and without prejudice to its other legal remedies.

In addition to the foregoing, at any time, and from time to time, QT Fuels may setoff or offset ("Setoff"): (i) any amounts owed by QT Fuels or any of its affiliates to Customer under this Agreement or under any other agreement between Customer and QT Fuels or any of its affiliates; and/or (ii) any amounts owed by Customer to QT Fuels or any of its affiliates under this Agreement or under any other agreement between Customer and QT Fuels or any of its affiliates, including, without limitation, all expenses, charges, fees, taxes, insurance, attorneys' fees and expenses of sale, and any applicable interest accrued and accruing (collectively, the "Obligation"). QT Fuels shall give Customer notice of any Setoff pursuant to this paragraph, as soon as practicable thereafter, provided that failure to give such notice shall not affect the validity of the Setoff or the Obligation or the exercise of its rights upon Customer's default.

7. **Force Majeure.** QT Fuels shall not be liable or responsible in any manner to Customer for failure or delay in supplying any Product purchased hereunder or for any other failure to perform under this Agreement when such failure or delay is due to the result of strikes or other labor disputes and/or difficulties, fires, floods, crude oil or other material or petroleum company product shortages, QT Fuels' allocation of Product among its customers (whether voluntary or mandatory), labor shortages, equipment repairs or installations, embargos, stoppages in transit, direct or indirect acts, regulations, requisitions, order or requests of any government, war, sabotage, acts of God or the public enemy, or any other cause beyond QT Fuels' control.
8. **Product Warranty.** QT Fuels warrants that all Product purchased pursuant to this Agreement will meet all applicable federal, state and local government specifications for the Product in effect at the time and place of delivery and QT Fuels will convey good and marketable title to the fuel purchased hereunder, free of all liens and claims of third parties. THE FOREGOING NOTWITHSTANDING, QT FUELS IS NOT LIABLE FOR NORMAL DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. UNLESS EXPRESSLY STATED IN THIS AGREEMENT, QT FUELS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THIS AGREEMENT.
9. **Claims and Returns.** Product purchased hereunder may not be returned for credit to Customer's account or exchanged for other Product without the prior written consent of QT Fuels. Claims of Customer on account of shortage, quality of Product or for any other cause, shall not be considered unless QT Fuels is given notice by Customer within twenty-four (24) hours of the time of delivery to Customer. Customer is responsible for

the costs of returning to QT Fuels any Product. Upon such return, QT Fuels' liability for any defective Product shall be limited to delivery to Customer of a quantity of any such Product sufficient to replace the quantity of such Product acknowledged by QT Fuels not to be of the quality specified in the warranty.

10. **Limitation of Liability.** IN NO EVENT IS QT FUELS RESPONSIBLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ALL DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE.
11. **Designation of Customer.** QT Fuels agrees to take such action as may be necessary to authorize Customer or, if applicable, Customer's common carriers ("Customer's Carriers"), to enter and lift Product from any of the Terminal Facilities as designated by QT Fuels to Customer from time to time.
12. **Access.** QT Fuels shall furnish to Customer, following the execution by Customer of this Agreement, "Access Devices" that shall include, but not be limited to, key card(s), customer card(s), loading numbers, codes or other devices, knowledge or information necessary for Customer or, if applicable, Customer's Carriers to access Product from the applicable Terminal Facilities. Upon receipt, Customer hereby agrees that it shall be fully and completely liable to QT Fuels in all respects for all Product lifted or received from the Terminal Facilities by use of each such Access Device. Customer hereby agrees that Customer and Customer's Carriers will not at any time lift or receive any Product in excess of the limits of volume or dollar value imposed by QT Fuels and agreed to by Customer from time to time. Customer agrees that Customer's Carriers shall only use the Access Devices provided by QT Fuels or the Terminal Operators and further agrees that no copies or duplicates will be made of any such Access Devices.
13. **Customer's Responsibilities.** Customer agrees that with respect to the rights extended and the Access Devices entrusted to it, Customer and, to the extent applicable, Customer's Carriers will:
  - A. Observe for QT Fuels' benefit all covenants and conditions imposed upon terminal users (including common carriers) by any of the Terminal Facilities from which Customer is lifting Product;
  - B. Be responsible and liable to QT Fuels for all Product that is lifted by Customer or Customer's Carriers pursuant to this Agreement from the Terminal Facilities by the use of the Access Devices entrusted to Customer and Customer's Carriers;
  - C. Notify QT Fuels within twenty-four (24) hours upon the loss of any Access Device by contacting the QT Fuels office in Tulsa, Oklahoma, by business telephone at (469) 265-4964. If an Access Device for which Customer is responsible is lost after normal business hours or on a weekend or holiday, Customer should furnish the information to the person on call at the same number. Further, Customer shall immediately confirm such telephone notification of lost Access Devices by letter mailed by certified mail, return receipt requested, to: QT Fuels, Attn: Director or Manager of Petroleum Supply & Distribution, 4705 South 129<sup>th</sup> East Avenue, Tulsa, Oklahoma 74105, within twenty-four (24) hours of such telephone notification;
  - D. Abide by all state and federal statutes and regulations impacting upon the proper operation of Customer's business;
  - E. Continuously maintain an updated list of Customer's Carriers; and
  - F. Pay to QT Fuels any money due to QT Fuels that comes into the possession of Customer resulting from Product lifted by the use of the Access Devices entrusted to Customer.
14. **Insurance Requirements.** Prior to exercising the privileges granted in this Agreement, Customer and Customer's Carriers shall carry, the following insurance coverages, with minimum limits as delineated:
  - A. Commercial General Liability Insurance with combined single limits of not less than \$2,000,000 as to any one occurrence for bodily injury and property damage;
  - B. Commercial Auto Liability Insurance covering each of its vehicles with combined single limit of not less than \$2,000,000 for bodily injury and property damage, as to any one accident, including MCS-90 endorsement;

- C. Such additional Worker's Compensation or Employer's Liability Insurance as required by each state wherein operations under this Agreement are carried out; and
- D. Such higher limits for each of the above referenced coverages as may be required by any applicable federal or state laws or regulations, or by the rules and requirements of any Terminal Facility or Terminal Operator.

For the purpose of such insurance, Customer specifically agrees that the terminal or other property where deliveries are made or received shall not be considered property under the carrier's care, custody or control. Customer shall, and shall require that Customer's Carriers, furnish Terminal Facility and Terminal Operator with certificates of insurance evidencing coverage as above and providing that no material change or cancellation of the policies shall occur until Terminal Facility and Terminal Operator have received ten (10) days' prior written notice.

15. **Transportation Equipment.** If Customer utilizes its own transportation, Customer represents and warrants that all transport equipment, including any cargo tanks, is in a properly maintained and safe condition, free from any material defects, and that the equipment is in all respects suitable for the loading and transport of the specific Product to be handled. Customer shall maintain in full force and effect any and all required permits, certificates or licenses required for the receipt, handling, storage, transportation or delivery of Product and agrees that such permits, certificates and licenses for each transport equipment shall be made available to QT Fuels upon request. Customer shall fully comply with all federal, state and local laws, statutes, ordinances, rules and regulations applicable to the maintenance or operation of its transportation equipment, or the receipt, handling, storage, transportation or delivery of Product. In particular, Customer shall fully comply with the pertinent provisions of Public Law 93-633, the "Hazardous Materials Transportation Act" as fully set forth in 49 United States Code Section 1801 et seq, its amendments and implementing regulations, as well as other applicable federal, state and local laws and regulations pertaining to the receipt, handling, storage, transportation, delivery or disposal of hazardous substances, material or waste, or solid waste. Furthermore, Customer shall comply with all operating, reporting and record keeping procedures required by applicable law designed to ensure: (a) that no unauthorized release of any Product occurs; (b) that in the event any Product is released, all applicable reporting and recordkeeping requirements are fully complied with and (c) that in the event any Product is released, all Product and any contaminated environmental medium or media is expeditiously and properly cleaned up and remediated. Customer shall require that Customer's Carriers using the Access Devices shall hold a current license, in good standing, appropriate for the conveyance and carriage undertaken by said driver and transportation equipment. Customer shall also require that Customer's Carriers be fully trained, competent and informed and familiar with operating guidelines of the Terminal Facilities. Customer represents and warrants that it is and has been made fully aware of all hazards and risks associated with the receipt, handling, storage, transportation and delivery of Product and that it shall at all times and in all respects comply with all laws and regulations pertaining to the providing of warnings or information with respect to such hazard(s) or risks, or otherwise pertaining to hazard communication or right-to-know.

16. **Indemnification.** Customer agrees to defend, indemnify and hold harmless QT Fuels and its affiliates, officers, directors and employees (the "Indemnified Parties") from and against any and all claims, damages, losses and expenses (including but not limited to reasonable attorney's fees and any fines, penalties, compliance costs, remediation, and cleanup costs) incurred by the Indemnified Parties arising out of or resulting from Customer's or Customer's Carriers' (a) use, possession, sale, distribution, handling, storage or transportation of any Product sold by QT Fuels, (b) operation or use of the Terminal Facilities, (c) transportation of any Products lifted from the Terminal Facilities, or (d) negligence or willful misconduct (collectively, "Customer's Actions"). Without limiting the generality of the foregoing, this indemnity shall cover: (i) any and all loss, injury or damage to any property (whether owned by the Indemnified Parties, Customer or third parties) or any person (whether personnel of Customer or QT Fuels or its affiliates or a third party) directly or indirectly arising from or related to (A) Customer's Actions or (B) any seepage, spill or loss of any Product or hazardous substance caused by Customer's Actions or Customer's or Customer's Carrier's vehicles, trucks or equipment. It is the intent of the parties that Customer shall be liable and responsible in the circumstances described except to the extent where the claim, damage, loss or expense arises out of or results from the gross negligence or willful misconduct of any of the Indemnified Parties. This indemnification from Customer in favor of QT Fuels shall not be affected by any limitation of the

amount or type of damages, compensation or benefits payable by or for QT Fuels under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

17. **Customer Default.** QT Fuels' obligations under this Agreement shall terminate upon any of the following events: Customer's cessation of operations, change of ownership, liquidation, dissolution (or death in the case of a proprietorship), bankruptcy, insolvency, or appointment of receiver or any other such act or occasion. Customer (or Customer's personal representative in the case of a proprietorship) shall give written notice by Certified Mail, Return Receipt Requested, to QT Fuels immediately or in any event no later than ten (10) days after the occurrence of any such event. If Customer does not give QT Fuels notice of the occurrence of any such event in the manner specified, Customer and its successors, assigns or personal representatives shall be liable for any sales of Product under this Agreement until such notice is received by QT Fuels.
18. **Termination.** This Agreement may be terminated by either party with or without cause by written notice delivered to the other effective as of the date of receipt of such notice.
19. **Non-Waiver of Rights.** Failure of QT Fuels to enforce, in any one or more instances, any term or conditions of sale or to exercise any right or privilege herein conferred shall not be construed as waiving same, and these terms, conditions, provisions, rights and privileges shall continue and remain in full force and effect.
20. **Assignment.** This Agreement may not be assigned by Customer without the prior written consent of QT Fuels, which consent may be withheld in QT Fuels' sole and absolute discretion. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.
21. **Notices.** Any notice required by this Agreement shall be considered as properly given as of the date of mailing if sent by Certified Mail, Return Receipt Requested, addressed to QT Fuels at the address of QT Fuels' office first shown above and addressed to Customer at the address of Customer first shown above.
22. **Construction.** The headings of the various paragraphs herein are provided for convenience only and may not be considered in the interpretation of this Agreement. The parties agree that the provisions of this Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of this Agreement.
23. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to the contrary to law or public policy, the remaining provisions of this Agreement shall remain in full force and effect.
24. **Choice of Law.** This Agreement shall be governed by the laws of the State of Texas and Customer hereby submits to the jurisdiction of the courts of such State for purposes of construction and enforcement of the terms of this Agreement.
25. **Entire Agreement.** This Agreement and any other documents executed in connection herewith constitutes the entire agreement of the parties, superseding any and all previous agreements and understandings whether oral or written. No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, the Agreement has been executed by the parties on the day and year first above written.

**QT FUELS:**

QT FUELS INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Terminal Facilities

Magellan Midstream Partners, LP  
Odessa Terminal  
2700 S. Grandview Ave.  
Odessa, TX 79766

Magellan Midstream Partners, LP  
Aurora-Chase Terminal  
15000 E. Smith Rd.  
Aurora, CO 80011

Magellan Pipeline Company, LLC  
Dupont Terminal  
8160 Krameria St.  
Commerce City, CO 80022

Magellan Pipeline Company, LLC  
Fountain Terminal  
1004 S. Santa Fe Ave.  
Fountain, CO 80817

Magellan Midstream Partners, LLC  
Great Bend Terminal  
48 Northeast Highway 156  
Great Bend, KS 67530

Buckeye Terminals, LLC  
Birmingham Terminal  
1600 Mims Avenue SW  
Birmingham, AL 35211

Buckeye Terminals, LLC  
East Chicago Terminal  
400 East Columbus Drive  
East Chicago, IN 46312

Buckeye Terminals, LLC  
Knoxville Terminal 2  
4801 N Middlebrook Pike  
Knoxville, TN 37921

Buckeye Terminals, LLC  
S. Albany Terminal  
1722 W Oakridge Dr  
Albany, GA 31707

Buckeye Terminals, LLC  
Spartanburg Terminal 1  
650 Delmar Rd  
Spartanburg, SC 29304

Kinder Morgan CALNEV  
Las Vegas, NV  
5049 N Sloan Ln  
Las Vegas, NV 89115

Magellan Midstream Partners, LP  
Aledo, TX Terminal  
6000 I H 20  
Aledo, TX 76008

Magellan Midstream Partners, LLC  
El Paso Terminal  
13551 E. Montana Ave.  
El Paso, TX 79938

Magellan Midstream Partners, LLC  
Scott City Terminal  
100 Highway 4  
Scott City, KS 67871

Zenith Energy Terminals Holdings, LLC  
Selma, NC Terminal  
2999 West Oak St.  
Selma, NC 27576

Buckeye Terminals, LLC  
North Augusta Terminal  
221 Sweetwater Rd.  
North Augusta, SC 29860

Caljet of America, LLC  
Phoenix Terminal  
5601 W. Van Buren Street  
Phoenix, AZ 85043

Zenith Energy Terminal Holdings, LLC  
Baltimore, MD Terminal  
2201 Southport Ave  
Baltimore, MD 21226

Buckeye Terminals, LLC  
Belton, SC  
14300 Hwy 20 N  
Belton, SC 29627

Buckeye Terminals, LLC  
Charlotte Terminal 2  
7924 Mount Holly Rd  
Charlotte, NC 28214

Zenith Energy Terminal Holdings, LLC  
Norfolk Terminal  
1317 Halifax Ln  
Chesapeake, VA 23324

Magellan Pipeline Company, LLC  
Oklahoma City Terminal  
251 N Sunny Lane  
Oklahoma City, OK 73117

Buckeye Terminals, LLC  
Selma Terminal  
4414 Buffalo Road  
Selma, NC 27576

Buckeye Terminals, LLC  
Nashville Terminal 1  
1609 63<sup>rd</sup> Ave. N.  
Nashville, TN 37209

Buckeye Terminals, LLC  
Chattanooga Terminal 1  
4235 Jersey Pike  
Chattanooga, TN 37416

U.S. Energy Venture  
North Augusta Terminal 2  
217 Sweetwater Rd.  
North Augusta, SC 29860

Magellan Pipeline Company, LLC  
Tulsa Terminal  
2120 S 33rd W Ave  
Tulsa, Ok 74107

Magellan Pipeline Company, LLC  
Little Rock Terminal  
3222 Central Airport Rd.  
North Little Rock, AR 72117

Buckeye Terminals, LLC  
Macon Terminal  
2505 Allen Road  
Macon, GA 31206

Buckeye Terminals, LLC  
Nashville Terminal 2  
1441 51<sup>st</sup> Ave. N.  
Nashville, TN 37209

U.S. Energy Venture  
North Augusta Terminal 1  
222 Sweetwater Rd  
North Augusta, SC 29860