

HFN FUEL CARD TERMS

HFN FUEL CARD, COMMERCIAL:

- A. **Parties to this Contract.** The Parties to this Credit Sale Contract (“Contract”) are Hawaii Petroleum, LLC (“HP”) whose principal place of business is located at 385 Hukilike Street Kahului Maui, HI 96732, also doing business as Hawaii Fueling Network (“HFN”), and the below signed commercial Applicant who acknowledges that the fuel and lubricants to be purchased from HP are primarily for business, commercial or agricultural purposes.
- B. **Definitions.** As used in this Contract the term “you,” “your” and “Buyer” refers to the Applicant who signs this Contract below or any users authorized by you. Guarantors are persons who signed this Contract who agreed to make your payments for you if you fail to make those payments when they are due.

Upon approval of this application by HP, you agree that the use of the HFN Fuel Card, or any other card device issued by HP (“HFN Card”) and/or an HP Commercial Bulk Account (Account) shall be subject to the following terms and conditions:

1. **Responsibility.** You agree to pay for all transactions completed by you or by any authorized or unauthorized person using your HFN Card(s). You specifically agree that you will be responsible for all charges on the HFN Card(s) including charges by those persons who may have stolen the HFN Card(s) as allowed by law.
2. **Billings.** HP will furnish you with a detailed periodic statement of your purchases at least once a month. You agreed to pay upon receipt of the statement those amounts invoiced to you by HP no later than thirty (30) days following the date of the statement. HP reserves the right to require payment earlier than 30 days upon giving you 10 days advance written notice of the change in payment terms. HP may accept credit cards for payment, however a Convenience Fee will be charged. Contact HP for the Convenience Fee amount.
3. **Modification /Cancellation.** HP reserves the right to modify or cancel this authorization and Contract at any time upon written notice to you. However, you will still be responsible for paying HP for any unpaid purchases. You will also be responsible for paying any fees or charges HP incurs to collect what you owe HP.
4. **ANNUAL PERCENTAGE RATE. YOU AGREE THAT ANY AMOUNT NOT PAID WITHIN 30 DAYS FROM THE DATE OF THE STATEMENT SHALL BE CONSIDERED PAST DUE AND YOU AGREE TO PAY A FINANCE CHARGE AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH RETROACTIVE TO DATE OF THE STATEMENT. THE ANNUAL PERCENTAGE RATE OF THE FINANCE CHARGE IS 18 PERCENT (18%) PER ANNUM.**
5. **Credit Limits/ Overdue Accounts.** HP reserves the right to set credit limits at any time upon written notice to you. Accounts with balances over 10 days past due will be suspended until all amounts are paid in full, however any account with a balance over 10 days past due with less than six months of payment history will be suspended permanently. Accounts with balances over 30 days past due will be suspended permanently.
6. **NSF (Non-sufficient funds) Fee.** You will be assessed a \$35.00 handling fee on all returned checks/share drafts.
7. **Attorney’s fees and costs of collection.** If any sums due to HP are not paid in accordance with the terms and conditions set forth above, and the account is turned over to an attorney or collection agency or if suit is brought thereon, you and the Guarantors promise and agree to pay all costs and fees incurred by HP including, but not limited to, attorney’s fees, whether or not suit is filed to the maximum allowed by law. Applicant and HP waive trial by jury in any action, proceeding or counterclaim brought by either of them arising out of this Contract.
8. **Administrative Costs of Collection.** If any sums due to HP are not paid in accordance with the terms and conditions set forth above, and the account is turned over to a third party for collection you promise and agree to pay to HP, in addition to any other sums, fees and costs that may be due and owing as provided for in this Contract an administrative handling fee equal to actual costs and expenses incurred by HP in collecting the account to be included as part of the costs of the action
9. **Protection of Your PIN.** You agree to keep your personal identification number (PIN) separate from the HFN Card(s) so that if the HFN Card(s) is lost or stolen, the PIN will not be available to an unauthorized user. In the event that a HFN Card(s) is lost or stolen, notify HP immediately at (808) 935-6641 on Hawaii Island or (808) 270-2802 on Maui. Your failure to comply with this paragraph may result in you being responsible for all unauthorized charges.
10. **Conditions/Termination.** This Contract contains the entire agreement between you and HP. There are no promises, terms, conditions, or obligations other than those written in this Contract or as written in other contracts between us. Your authorization and Contract will remain in effect until HP has received written notification from you of the termination of this authorization and Contract. HP will also have a reasonable amount of time to act on your request. You understand that you are still responsible to pay for any unpaid purchases made to your HFN Card(s) and/or Account.
11. **Credit/Information.** All information you have stated on this application is correct. You hereby authorize HP to obtain any such information, as HP deems appropriate, regarding your representations in this application. You also authorize HP to check your credit and employment history at any time, to obtain a credit report at any time, and to inquire with others about their credit experiences with you.

If the above Applicant is a corporation, limited liability company, limited liability partnership, or limited partnership, the following Personal Guarantee must be filled out and executed by a corporate officer, limited liability company member, or partner acceptable to HP.

HFN FUEL CARD, PERSONAL:

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- B. **Definitions.** As used in this Contract the term “you,” “your” and “Buyer” refers to the Applicant who signs this Contract below or any users authorized by you.

Upon approval of this application by HP, you agree that the use of the HFN Fuel Card or any other card device issued by HP (“HFN Card”) shall be subject to the following terms and conditions:

1. **Responsibility.** You agree to pay for all transactions completed by you or by any authorized or unauthorized person using your HFN Card(s). You specifically agree that you will be responsible for all charges on the HFN Card(s) including charges by those persons who may have stolen the HFN Card(s) as allowed by law.
2. **Billings.** HP will furnish you with a detailed periodic statement of your purchases at least once a month. You agreed to pay upon receipt of the statement those amounts invoiced to you by HP no later than thirty (30) days following the date of the statement. HP reserves the right to require payment earlier than 30 days upon giving you 10 days advance written notice of the change in payment terms. HP may accept credit cards for payment, however a Convenience Fee will be charged. Contact HP for the Convenience Fee amount.
3. **Modification/Cancellation.** HP reserves the right to modify or cancel this authorization and Contract at any time upon written notice to you. However, you will still be responsible for paying HP for any unpaid purchases. You will also be responsible for paying any fees or charges HP incurs to collect what you owe HP.

4. **ANNUAL PERCENTAGE RATE, YOU AGREE THAT ANY AMOUNT NOT PAID WITHIN 30 DAYS FROM THE DATE OF THE STATEMENT SHALL BE CONSIDERED PAST DUE AND YOU AGREE TO PAY A FINANCE CHARGE AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH RETROACTIVE TO DATE OF THE STATEMENT. THE ANNUAL PERCENTAGE RATE OF THE FINANCE CHARGE IS 18 PERCENT (18%) PER ANNUM.**
5. **Credit Limits/Overdue Accounts.** HP reserves the right to set credit limits at any time upon written notice to you. Accounts with balances over 10 days past due will be suspended until all amounts are paid in full, however any account with a balance over 10 days past due with less than six months of payment history will be suspended permanently. Accounts with balances over 30 days past due will be suspended permanently.
6. **NSF (Non-sufficient funds) Fee.** You will be assessed a \$35.00 handling fee on all returned checks/share drafts.
7. **Attorney's fees and costs of collection.** If any sums due to HP are not paid in accordance with the terms and conditions set forth above, and the account is turned over to an attorney or collection agency or if suit is brought thereon, you promise and agree to pay all costs and fees incurred by HP including, but not limited to, attorney's fees, whether or not suit is filed to the maximum allowed by law. Applicant and HP waive trial by jury in any action, proceeding or counterclaim brought by either of them arising out of this Contract.
8. **Administrative Costs of Collection.** If any sums due to HP are not paid in accordance with the terms and conditions set forth above, and the account is turned over to a third party for collection you promise and agree to pay to HP, in addition to any other sums, fees and costs that may be due and owing as provided for in this Contract an administrative handling fee equal to actual costs and expenses incurred by HP in collecting the account to be included as part of the costs of the action.
9. **Protection of Your PIN.** You agree to keep your personal identification number (PIN) separate from the HFN Card(s) so that if the HFN Card(s) is lost or stolen, the PIN will not be available to an unauthorized user. In the event that a HFN Card(s) is lost or stolen, notify HP immediately at (808) 935-6641 on Hawaii Island or (808) 270-2802 on Maui. Your failure to comply with this paragraph may result in you being responsible for all unauthorized charges.
10. **Conditions/Termination.** This Contract contains the entire agreement between you and HP. There are no promises, terms, conditions or obligations other than those written in this Contract or as written in other contracts between us. Your authorization and Contract will remain in effect until HP has received written notification from you of the termination of this authorization and Contract. HP will also have a reasonable amount of time to act on your request. You understand that you are still responsible to pay for any unpaid purchases made to your HFN Card(s) account.
11. **Credit/Information.** All information you have stated on this application is correct. You hereby authorize HP to obtain any such information, as HP deems appropriate, regarding your representations in this application. You also authorize HP to check your credit and employment history at any time, to obtain a credit report at any time, and to inquire with others about their credit experiences with you.

NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT. WHEN YOU SIGN THIS CONTRACT, YOU ARE ENTITLED TO A COPY OF IT THAT IS FILLED IN, IN EVERY NECESSARY RESPECT. YOU SHOULD KEEP IT. THIS CONTRACT IS COVERED BY HAWAII'S CREDIT SALE LAW, AND YOU THE RIGHTS OF A BUYER UNDER THAT LAW. YOU ALSO MAY HAVE RIGHTS UNDER OTHER STATE AND FEDERAL LAWS.

If the purchases by Applicant are primarily for a business, commercial or agricultural purpose or the Applicant is a corporation, Limited Liability Company, limited partnership, general partnership, or a limited liability partnership Hawaii's Credit Sales law will not apply to this Contract.

RELOADABLE HFN FUEL CARD:

The Reloadable HFN Fuel Card ("Reloadable HFN Card") is a service of Hawaii Petroleum, LLC ("HP"), and the Reloadable HFN Card can only be used for the purchase of motor fuels at fueling stations that display the "HFN" fueling logo. You can add funds to the Reloadable HFN Card. Call HP at (808) 935-6641 on Hawaii or (808) 270-2802 on Maui during regular business hours for the location nearest you. If there is no activity on your Reloadable HFN Card by either purchasing fuel or adding funds within any 12 consecutive month period, HP will charge a non-use fee of \$15.00 at the end of each 12 month period following the last activity date. If you have questions or want to know the balance of the Reloadable HFN Card, call HP at (808) 935-6641 on Hawaii or (808) 270-2802 on Maui. Reloadable HFN Cards are not redeemable for cash, and can only be used for the purchase of Motor Fuels.

You agree to keep your Reloadable HFN Fuel Card personal identification number ("PIN") separate from the Reloadable HFN Card so that if the Reloadable HFN Card is lost or stolen, the PIN will not be available to an unauthorized user. Treat your Reloadable HFN Card as if it were cash. In the event that a Reloadable HFN Card is lost or stolen, notify HP immediately during regular business hours at (808) 935-6641 on Hawaii or (808) 270-2802 on Maui. In order to cancel the Reloadable HFN Card so it cannot be used by unauthorized users you must actually talk to a person at HP and confirm that the Reloadable HFN Card has been canceled. Leaving a message will not result in the cancellation of the Reloadable HFN Card. In order to cancel a Reloadable HFN Card, you will need to know the name under which the Reloadable HFN Card was issued, the Reloadable HFN Card number, and the PIN. HP will not reimburse you for unauthorized charges on the Reloadable HFN Card.

You will receive a printed receipt at the dispenser after each uses of the Reloadable HFN Card, which will include the remaining balance available on your Reloadable HFN Card. Please keep this receipt for your records. If you believe that there is an error regarding the funds added to your Reloadable HFN Card or the outstanding balance on your Reloadable HFN Card, contact HP during regular business hours to resolve any discrepancies.

Your use and acceptance of the Reloadable HFN Card constitutes acceptance of all the terms and conditions set forth above. A copy of these rules and Regulations can be found on the HP website, <http://hawaiipetroleum.com/hfnterms>.

FEE DISCLOSURE

Non activity fee after each 12 months: \$15.00

Convenience Fee:

If a debit or credit card is used to add funds to the Reloadable HFN Card, a convenience fee will be charged in an amount established by HP. Please inquire as to what that convenience fee will be prior to using your credit or debit card.

Replacement card fee: \$2.50