



## DIESEL FUEL SALES CONTRACT

### Purchase and Sale Agreement:

M/S Sufyan Petroleum Services ("Seller") has agreed to sell and deliver, and \_\_\_\_\_ ("Customer") has agreed to purchase and receive, the product(s) identified below ("Product") in the quantity and at the terms and priced specified below during the period

\_\_\_\_\_ through \_\_\_\_\_ (the "Initial Delivery Period").

PRODUCT	QUANTITY	LITERS
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### CONTRACT TERMS

#### DELIVERY MODE – FREE OF COST FOR CUSTOMER'S FACILITY

WHEREAS, (i) Seller is a supplier of refined fuels to refined fuels end users, (ii) Customer desires to purchase refined fuels from Seller, and (iii) Seller desires to sell refined fuels to Customer;

NOW, THEREFORE, in consideration of the foregoing, and all of the promises and agreements set forth herein, which the parties hereto each acknowledge are adequate and sufficient, Seller and Customer do hereby agree:

- 1. Basic Terms. Seller hereby agrees to sell and deliver, and Customer hereby agrees to buy and receive, the refined fuels identified above in the required quantity, at the price and during the timeframe specified above.**
- 2. Payment** In its sole discretion, Seller may decide to extend a line of credit to customer on such terms as seller may specify, from time to time. Seller specifically reserves the right to modify or withdraw such line of credit, at any time, for any or no reason, upon notice to customer.

Unless Seller has extended a credit line to customer, Customer shall pay, at seller's sole option, cash in advance or cash at time of delivery.

Seller shall deliver to customer invoices for the produce sold and delivered pursuant to this agreement, and provided that seller has extended a line of credit to customer, such invoices shall be due for payment according to terms established for customer as indicated on each invoice, and as provided in seller's credit policy (as revised or amended during the term of this agreement).



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Any amounts on such invoices that are not paid in accordance with such remittance terms will be considered overdue.

EXECUTION OF THIS AGREEMENT BY SELLER SHALL NOT CONSTITUTE APPROVAL OF A LINE OF CREDIT FOR CUSTOMER.

**1. Financial Responsibility; Right of Offset.**

The exercise by seller of any rights reserved under this subsection shall be without prejudice to any claim for damages or any other right under this agreement and/or applicable law.

**2. Limitation of Liability, UNDER NO CIRCUMSTANCES SHALL SELLER LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE AND/OR EXEMPLARY DAMAGES.**

In the event of shortages of product: (i) Seller may, in its sole discretion, allocate the availability of such product among its existing customers as seller deems appropriate, without any liability to customer, and (ii) Customer shall have no liability to seller to the extent that Customer's failure to take delivery of the specified quantity is caused by seller's allocation.

- 3. Assignment.** This agreement may not be assigned or transferred by customer. The product to be sold pursuant to this agreement is for use only in customer's operations.
- 4. Entire Agreement.** This agreement contains the entire understanding between the parties hereto relating to the subject matter hereof, and shall supersede all prior negotiations, representations, agreements and understandings, whether oral or written, between these parties with respect to the subject matter herein, and neither party shall be liable or bound to the other in any manner by any warranties or representations (whether oral, implied or otherwise) not set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be effective as of the date first above written. M/S Sufyan Petroleum Services.

Customer Signature: \_\_\_\_\_

