

## Direct Bill Purchase Agreement Terms and Conditions

In conjunction with the Direct Bill Purchase Agreement (“Agreement”) and Credit Application (“Application”), the following terms and conditions (“Terms and Conditions”) create a binding Agreement between PFJ and Customer. These Terms and Conditions apply to the purchase of fuel and other items and services by Customer using their Account and Card(s) at the Locations. **USE OF YOUR CARD AT THE LOCATIONS IS SUBJECT TO, AND ACKNOWLEDGES YOUR ACCEPTANCE OF, THESE TERMS AND CONDITIONS, AS MAY BE AMENDED FROM TIME TO TIME AS SET FORTH HEREIN. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME IN PFJ’S SOLE DISCRETION. THESE TERMS AND CONDITIONS, AND ANY UPDATES THERETO, CAN BE ACCESSED BY CUSTOMER AT ANY TIME AT THE FOLLOWING WEB ADDRESS: <https://www.pilotflyingj.com/direct-bill-purchase-agreement-terms-and-conditions>.**

**1. Definitions.** The below words have the following meanings:

“**Account(s)**” means the credit extended to Customer by PFJ. An Account may be evidenced by a plastic card or an account number.

“**Account User**” means Customer or any other entity or individual authorized by Customer to use Account or Cards.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which banking institutions are generally authorized or required by law or executive order to close.

“**Card**” means a card or other approved payment device provided by a third party billing company, which allows Customer to make charges on Customer’s Account with PFJ.

“**Controls**” are a set of authorization tools designed to assist Customer with managing purchases.

“**Customer**” is the customer entity who has applied for and been approved for a Direct Bill account with PFJ.

“**Locations**” shall include all U.S. and Canadian locations branded Pilot or Flying J, as well as all locations within the One9 Fuel Network. PFJ cannot guarantee that your Card will be accepted at Licensee or Dealer locations, or locations not owned or operated by PFJ.

“**One9 Fuel Network**” is a PFJ-affiliated nationwide fueling network developed to give professional drivers and trucking companies access to additional travel brands, some of which are owned and/or operated by PFJ and others are not. For a list of Locations in the One9 Fuel Network, please visit: <https://one9fuelnetwork.com/>.

“**PFJ**” shall collectively reference Pilot Travel Centers LLC (“Pilot”) and SFJ Inc. (“SFJ”). For a list of Locations branded Pilot and Flying J throughout the US and Canada, please visit: <https://pilotflyingj.com/store-locator/>.

“**Signer**” is the individual person signing the Application binding the Customer and agreeing to be individually liable as a party hereto.

“**Transaction**” means the use of the Account to buy goods or services at authorized Locations.

“**Unauthorized Transaction**” means a Transaction made on the Account (a) by any person or entity other than an Account User or (b) for the purchase of products other than for approved business or commercial purposes.

### **2. Credit and Accounts.**

2.1. PFJ may in its sole discretion extend credit to Customer and Signer after a complete and accurate application has been completed. PFJ may at any time, investigate the financial condition of Customer or, as applicable, its subsidiaries and affiliates, or Signer. If requested, Customer and Signer agree to furnish PFJ copies of its financial statements, or other financial information as soon as available. Financial statements shall have been prepared in accordance with generally accepted accounting principles, consistently applied and shall be in accordance with the books and records of Customer or Signer. Failure to present requested financial information may result in the termination of Customer’s Account.

2.2. PFJ may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that any balance is past due. Customer and Signer shall, immediately upon request, pay the entire balance due on the Account.

2.3. Customer shall designate its internal contacts authorized to: (i) provide PFJ with the information necessary to establish and maintain Customer’s Account(s); (ii) receive all Account numbers or reports; or (iii) receive other Account information. Customer will provide notice of any change or removal of any contact either in writing or by telephoning PFJ’s customer service department. PFJ is authorized to take instruction from any contact with apparent authority to act on Customer’s behalf. Unless and until Customer reports any errors in Account information, PFJ is entitled to rely on that information for servicing the Account.

2.3.1. Personal information provided to or collected by PFJ as part of PFJ’s provision of the Account to Customer is subject to PFJ’s Privacy Notice, which is publicly available for individuals to view at <https://www.pilotflyingj.com/privacy-policy/>.

2.4. During this Agreement, in addition to its initial application, Customer and Signer hereby authorize PFJ to check their respective credit references, credit history, and other business information as needed, in order to service Customer’s account or manage Customer’s relationship with PFJ. To the extent permissible under applicable law, Customer

consents to providing PFJ a secured interest in Customer’s tangible assets, including but not limited to, Customer’s trucks, trailers, equipment, accounts receivable, and the like. Customer consents to PFJ filing a UCC-1 lien on any of Customer’s assets whenever and wherever the assets are located within the United States or Canada. Customer and Signer also agree to promptly provide PFJ with adequate assurances if PFJ has concern over Customer’s or Signer’s ability to honor the terms of this Agreement. Said assurances may include, but are not limited to: (a) a UCC-1 lien on any of Customer’s assets located within the United States; (b) a personal guarantee from a third party which PFJ, in its sole discretion, approves; (c) escrow of funds or (d) execution of a Letter of Credit or similar document under applicable law.

2.5. Customer agrees that PFJ is a critical vendor and that the supply of fuel pursuant to this Agreement is critical to Customer’s day-to-day operations. PFJ’s critical vendor status shall survive the termination of this Agreement as it pertains to fuel sold to Customer pursuant to this Agreement or otherwise.

2.6. CUSTOMER, SIGNER, AND PFJ HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS A BILLING AGREEMENT FOR FUEL PURCHASES AND THOSE OTHER SPECIFIC GOODS AND SERVICES THAT PFJ HAS AGREED TO PROVIDE TO CUSTOMER UNDER THIS BILLING AGREEMENT. CUSTOMER ACKNOWLEDGES THAT NOT ALL GOODS OR SERVICES THAT MAY BE PROVIDED TO CUSTOMER AT THE LOCATIONS ARE GOVERNED BY THIS AGREEMENT.

2.7. Any purchases on Customer’s Account will only be for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Customer shall adopt internal policies and controls to ensure that the Account is used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, alcohol, gift cards, pre-paid cards or other cash equivalent charges, or any other non-business purpose are prohibited.

2.8. Customer may use its Account to purchase dyed special fuel. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Customer understands that it may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. PFJ is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, PFJ may

provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer. Customer and Signer agree to indemnify and hold PFJ harmless for any and all fines, fees, penalties or damages PFJ may suffer due to Customer's misuse of dyed special fuel purchases.

2.9 Customer and Signer acknowledge that this Agreement shall not be binding on PFJ until PFJ has confirmed credit terms (method of payment, invoicing frequency, and payment due dates) in writing in the Terms Confirmation to Customer. Such Terms Confirmation, and any modification or amendment thereto, is incorporated by reference as if set forth verbatim herein. PFJ has the right to revise the credit terms set forth in the Terms Confirmation upon providing a new Terms Confirmation to Customer in writing, which may be done at any time in PFJ's sole discretion. The new Terms Confirmation shall replace any previous Terms Confirmation and shall be effective within twenty-four (24) hours after PFJ sends the new Terms Confirmation to Customer. Notwithstanding the foregoing, please note that Customer's Account may be shut off, effective *immediately*, in PFJ's sole discretion, for nonpayment. Upon payment, Customer's Account will be reactivated upon the same terms as set forth in the most recent Terms Confirmation.

### 3. Controls; Notice of Loss, Theft, or Unauthorized Use.

3.1. Customer and Signer are responsible for all transactions made by its current and former employees, contractors, affiliates, subsidiaries, or subcontractors who run Transactions or use Customer's Account number. It is Customer's responsibility to monitor all Account activity.

3.2. Customer shall enable all available card and account security features provided by the third party card company with which Customer has obtained its fuel credit cards in an effort to prevent Customer's Card or Account Information from being compromised.

3.3 In the event that Customer knows of or suspects the loss, theft or possible unauthorized use of its Account, Customer should immediately notify its third party billing company and also notify PFJ (865-588-0146). Until notified, PFJ will assume any and all Account usage is authorized by Customer, and Customer and Signer will be liable for any and all charges.

3.4 Unless otherwise separately agreed between PFJ and Customer's respective billing service, and excluding instances of gross negligence or willful misconduct by PFJ, Customer and Signer shall assume all responsibility and be liable to PFJ for all

unauthorized use or Unauthorized Transactions that occur including, but not limited to, the following: (i) all charges made on a lost, stolen, or otherwise compromised Card until immediate notice is given to PFJ as provided in Section 3.3 of this Agreement; (ii) such use or suspected use occurs as a result of the Customer's lack of reasonable security precautions and Controls surrounding the Cards or Accounts; or (iii) such use results in a benefit, directly or indirectly, to the Customer or Account User. Misuse as defined by internal Customer policy by an Account User or other employee does not constitute unauthorized use or an Unauthorized Transaction.

### 4. Additional Fees.

4.1. Customer and Signer understand and agree that if an Account User receives a cash advance in connection with a transaction on the Account, PFJ may charge Customer and Signer an additional processing fee per cash advance transaction.

4.2. Customer and Signer agree PFJ may charge Customer and Signer an additional processing fee per Cat Scale transaction.

4.3. Should any transfer, check, or other payment from Customer or Signer be returned to PFJ, Customer and Signer agree that it will be charged a \$75.00 processing fee for each payment returned to PFJ for insufficient funds or for any other reason which would cause the funds to be unavailable to PFJ.

4.4. PFJ may charge a \$5.00 fee per request to replace lost or missing receipts.

### 5. Payment Promise.

5.1. Customer and Signer agree to be liable to the respective invoicing party for the payment of the invoices pursuant to this Agreement. Payment is due in full within the pay period set forth within the Terms Confirmation ("Payment Period") and as stated on your invoice. Payment shall be made in the currency requested on the invoice (US Dollars for Pilot and Canadian Dollars for SFJ).<sup>1</sup> If the payment due date falls on a non-Business Day, payment is due on the Business Day after the payment due date. Accounts not paid in full by agreed to terms (including late charges) will automatically be suspended and placed on hold until the outstanding balance is paid in full. PFJ shall also reserve the right to immediately terminate this Agreement if payment is not made within the Payment Period. Reactivation of your Account will be at PFJ's sole discretion. PFJ reserves the right to request additional security or to alter the terms of this Agreement if your Account has any delinquencies.

5.2. In the event of delinquent payments in a Payment Period, Customer and Signer will forfeit any discounts or rebates in the Terms Confirmation and Active Deal Report that PFJ had agreed to give Customer for any purchase made by Customer during the applicable Payment Period(s) and for all purchases made by Customer after PFJ's notice of termination of this Agreement (i.e., Customer and Signer will pay full retail prices and any applicable transaction fees on purchases made during the period of non-payment and after such termination.)

6. **Late Fees.** If Customer's or Signer's timely payment is not received within the Payment Period, Customer's account shall be considered delinquent and the account will be subject to late charges at the rate of twenty percent (20%) per annum or the highest rate allowed under applicable law, whichever is lower, retroactive to date of the unpaid invoice or invoices, or any portions thereof remaining unpaid. PFJ will begin to assess late fees on the first day following the date a payment is due and is not posted to the Account by the end of the Business Day. The late fee will apply to all past due amounts.

7. **Application of Payments and Early Payments.** Payments will be applied first to unpaid fees and then to any unpaid balances. In addition to any other rights now or hereafter granted under applicable law, PFJ may, without notice, set off and apply any and all monies, and any and all other indebtedness at any time held by PFJ to or for Customer's credit or Account, against or on account of any indebtedness owed by Customer or Signer to PFJ or any of Customer's or Signer's other obligations and liability to PFJ, howsoever arising. Customer, Signer, or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

8. **Disputed Amounts.** If Customer believes an invoice contains information that is incorrect, it must bring the discrepancy to PFJ's attention in writing within the Payment Period or timely pay the invoice in full. If Customer does bring a discrepancy to PFJ's attention in writing within the Payment Period, Customer must pay PFJ the undisputed portion of the invoice within the Payment Period. ***All discrepancies or disputes of charges must be sent in writing to PFJ within sixty (60) days from the billing date or they will be considered final and binding and unconditionally waived by Customer and Signer.*** The dispute should detail Customer's name and Account number, the specific transactions and total dollar amount of the dispute, as well as a description or possible explanation of the error.

### 9. Default.

<sup>1</sup> Currency Exchange. Customer and Signer agree that all indebtedness incurred through use of the Account in the United States or Canada to purchase goods or services or to otherwise obtain funds in a currency other than the currency in which your card is issued will be converted to the currency in which your card is issued. The currency conversion rate used by PFJ to determine the transaction amount is generally the daily noon exchange rate for conversion of Canadian dollars to U.S. dollars, or U.S. dollars to Canadian dollars, **as applicable, as posted by the Bank of Canada each business day, plus two currency basis points.** PFJ may use either a government-mandated rate or a wholesale rate determined by PFJ for the processing cycle in which the transaction is processed. The currency conversion rate PFJ uses on the processing date may differ from the rate that would have been used on the purchase date or Customer's statement posting date.

9.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Customer or Signer to remit payment to PFJ in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, other than an event of nonpayment by Customer or Signer, provided the breach is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (vii) the default by Customer or Signer under any other agreement between Customer and PFJ and/or Signer and PFJ.

9.2. If Customer or Signer Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) PFJ may terminate this Agreement; and (iv) PFJ will have the right to bring suit and exercise all rights and remedies available under applicable law which may include the payment of all reasonable costs of collection, including, without limitation expenses and attorneys' fees. Regardless whether an event of default has occurred, PFJ may, in its sole discretion: (i) immediately suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms with or without notice to Customer or Signer. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

9.3. THE SIGNER AGREES THAT HE/SHE HAS THE AUTHORITY AND HAS COMPLETED THE APPLICATION (1) IN HIS/HER INDIVIDUAL CAPACITY, (2) AS A REPRESENTATIVE OF THE CUSTOMER, AND (3) AS A REPRESENTATIVE OF THE ENTITY IDENTIFIED ON THE DIRECT BILL PURCHASE AGREEMENT AND APPLICATION OR WHOSE BENEFIT THE DIRECT BILL PURCHASE AGREEMENT IS BEING PROCURED (IF THE ENTITY IDENTIFIED ON THE DIRECT BILL PURCHASE AGREEMENT AND APPLICATION IS NOT THE SAME AS THE CUSTOMER OR THE SIGNER). BY HIS/HER EXECUTION OF THE APPLICATION, THE SIGNER PERSONALLY AND INDIVIDUALLY UNDERTAKES AND ASSUMES, JOINTLY AND SEVERALLY WITH THE CUSTOMER, THE FULL PERFORMANCE OF THIS AGREEMENT, INCLUDING PAYMENT OF AMOUNTS DUE HEREUNDER. SIGNER HEREBY WAIVES THE RIGHT TO SEPARATE NOTICE AND AGREES THAT ANY

NOTICE TO CUSTOMER CONSTITUTES NOTICE TO SIGNER.

#### 10. Term and Termination.

10.1. This Agreement is effective upon acceptance of the application for an Account by PFJ and, except as otherwise set forth herein, may be terminated by either party, with or without cause, upon thirty (30) days advance written notice. Upon termination Customer and Signer is still obligated to pay for all Transactions made prior to the effective date of the termination. Customer may retain a copy of any records or Account information for archival or data retention purposes.

10.2. Notwithstanding the other provisions herein, PFJ may, at any time, elect to immediately terminate or modify products or services described in this Agreement.

#### 11. Force Majeure.

11.1. In no event shall either party be liable to the other party (except for payment of money on outstanding amounts on the Account) for any failure or delay in performance wholly or in part due to causes or circumstances beyond its reasonable control and without its fault or negligence including, but not limited to the following: Acts of God; acts of the public enemy; civil disturbance; war; acts of the United States of America or any state, territory or political division of the United States of America; fires; floods; natural disasters; pandemic or epidemic events, regional, statewide, or nationwide strikes, or any other general labor dispute not specific to that party; communication line failures; and/or freight embargoes (collectively "force majeure"). A party's failure to perform its obligations under this Agreement due to force majeure events will not be considered breach or Default if the party has made its best efforts to: (i) comply with its obligations; (ii) avoid an interruption of its performance; and (iii) resume its performance.

11.2. The party claiming a failure or delay in performance under this Agreement due to force majeure must promptly notify the other party in writing. In the event that any such force majeure failure or delay continues for a period of more than ten (10) business days, the other party may, upon written notice to the other party, have the option of terminating this Agreement without incurring additional liability.

#### 12. Assignment and Amendment.

12.1. Neither Customer nor Signer may assign this Agreement or any interest, payment or rights under this Agreement for any reason, without PFJ's prior written consent.

12.2. The Terms Confirmation, Active Deal Report, and these Terms and Conditions may be revised at any time by PFJ, with or without notice, in accordance with applicable law. These Terms and Conditions, and any amendments thereto, can be accessed by Customer or Signer at any time at the

following web address: <https://www.pilotflyingi.com/direct-bill-purchase-agreement-terms-and-conditions/>. Should the Customer or Signer seek any further amendments or modifications to the Agreement, the Terms Confirmation, the Active Deal Report, or these Terms and Conditions, such revisions must be in writing and executed by authorized representatives of both parties.

#### 13. Covenants.

13.1. The parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable agreement of each party, and its execution and performance of this Agreement: (i) does not constitute a breach of any agreement of either party with any other party, or of any duty arising in law or equity; (ii) does not violate any law, rule or regulation applicable to it; (iii) is within the party's corporate powers; and (iv) has been authorized by all necessary corporate action of the parties. Customer agrees to provide any evidence of corporate (or other organizational) existence and authorization that PFJ may reasonably request, in its sole discretion. Failure of PFJ to request evidence of corporate (or organizational) existence may not be used against PFJ.

13.2. For PFJ's continued compliance with banking and credit underwriting standards, Customer will provide PFJ with advance written notice of: (i) any change in Customer's legal structure or legal name; (ii) any consolidation, merger or sale of a substantial part of Customer's assets; or (iii) any change of control of Customer as well as if an employee of Customer that has provided a guaranty of payment has terminated their relationship with Customer. PFJ reserves the right to make any necessary modifications to the Account terms based upon changes made by Customer as referenced above.

13.3. As part of PFJ's commitment to customer service, its managers periodically will monitor telephone communications between its employees and its customers to ensure that high quality service standards are maintained. Customer consents to that monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with PFJ's representatives that periodic monitoring of conversations will occur.

13.4. In your Application, you authorized and consented to PFJ delivering or causing to be delivered to you messages, telephone calls, texts and/or SMS messages, including advertisements or telemarketing messages, using an automatic telephone dialing system or an artificial or pre-recorded voice, to the telephone number(s) provided in the Application. As stated in your Application, you are not required to consent to these types of advertisement or telemarketing communications as a condition of purchasing any goods or services hereunder. You may opt-out of receiving these messages at any time by following the instructions included in the message by which you can opt-out of receiving any further messages, or you can contact PFJ directly.

14. **Severability and Waiver.** If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

15. **Waiver of Jury Trial, Service of Process and Class Action Rights.** EXCEPT TO THE EXTENT NOT ALLOWED UNDER THE LAWS OF ANY JURISDICTION, CUSTOMER AND SIGNER HEREBY WAIVE ANY RIGHT THAT IT HAS TO HAVE ANY DISPUTE RELATING TO THIS AGREEMENT, CUSTOMER'S APPLICATION FOR CREDIT, OR ANY RELATED DOCUMENTS, HEARD BY A JURY. EXCEPT TO THE EXTENT NOT ALLOWED UNDER THE LAWS OF ANY JURISDICTION, ANY CLAIM BROUGHT BY CUSTOMER OR SIGNER AGAINST PFJ MUST BE BROUGHT IN THE CUSTOMER'S OR SIGNER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). CUSTOMER AND SIGNER EXPRESSLY WAIVES ANY ABILITY TO MAINTAIN OR PARTICIPATE IN ANY CLASS ACTION IN ANY FORUM. Customer and Signer waive personal service of process in connection with any action or proceeding commenced by PFJ in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in PFJ's records.

16. **Attorneys' Fees & Costs.** Customer and Signer shall be liable to PFJ for any and all attorneys' fees, expenses, and costs incurred by PFJ to enforce this Agreement.

17. **Indemnity.** CUSTOMER AND SIGNER AGREE TO PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND PFJ, ITS MEMBERS, OFFICERS, DIRECTORS, MANAGERS, AND EMPLOYEES, AGAINST ALL ACTIONS, CLAIMS, DAMAGES, DEMANDS, SUITS, AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES AND COSTS OF LITIGATION ARISING OUT OF, IN WHOLE OR IN PART, CUSTOMER, SIGNER, OR CUSTOMER'S EMPLOYEES' OR AGENTS' BREACH OF ANY TERM OF THIS AGREEMENT, OR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT, OR WHILE SAID EMPLOYEES OR AGENTS ARE FOUND AT A LOCATION.

**18. Disclaimers and Limitations.**

18.1. PFJ is not liable for any loss sustained by any party resulting from any act, omission or failure to act by PFJ, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by PFJ's gross negligence or willful misconduct. PFJ's liability under this Agreement shall be limited to actual damages incurred by Customer or Signer as a direct result of PFJ's gross negligence or willful misconduct. IN NO EVENT WILL PFJ BE LIABLE FOR

LOST PROFITS, DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES AND, ANY RIGHT OR CLAIM TO EITHER IS EXPRESSLY AND UNCONDITIONALLY WAIVED.

18.2. Except as otherwise required under law, PFJ makes no warranty with respect to goods, products or services purchased on credit through PFJ. PFJ further disclaims all warranties with respect to goods, products and services purchased on the Account, including, without limitation, the implied warranty of merchantability.

18.3. Customer and Signer acknowledge and agree that PFJ is not liable to Customer or Signer for any loss, liability or damages Customer or Signer suffers which result from, are related to, or in any way are connected with any fraud control or purchase restriction measures PFJ elects to implement from time to time, unless such loss, liability or damage is a direct result of PFJ's gross negligence or willful misconduct in implementing fraud control or purchase restriction measures PFJ has expressly agreed in writing to undertake for Customer.

**19. Governing Law.**

19.1. For Pilot Purchases: The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendments hereto or modifications hereof shall be governed by the substantive laws of the State of Tennessee, without reference to its conflicts of laws principles.

19.2 For SFJ Purchases: The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendments hereto or modifications hereof shall be governed by the substantive laws of the Province of Ontario, without reference to its conflicts of laws principles.

20. **Notices.** Any notice required or permitted shall be in writing and shall be validly given only if delivered in person or sent by registered or certified mail (return receipt requested, postage prepaid), reputable overnight courier, emailed to the email address listed, or faxed to the fax number listed for each Party (any notices sent by PFJ to Customer by email or fax are effective immediately upon transmission). Customer's contact information for notice purposes shall be as listed in Customer's Application. Customer shall be solely responsible for updating its contact information, including its address, email addresses, and phone numbers at any and all times in the future so long as it continues to maintain a business relationship with PFJ. PFJ, along with its authorized employees, agents, representatives, successors and assigns, shall be entitled to rely on the contact information you as Customer have provided as accurate, current, and the means by which you as Customer have consented and agreed to be contacted as otherwise outlined and set forth in the Customer's Application and these Terms and Conditions. Such update notices shall be sent in writing to PFJ as set forth below.

Pilot Travel Centers LLC or SFJ Inc.	w/ copy to:
5508 Lonas Dr.	Pilot Travel Centers LLC or SFJ Inc.
Knoxville, Tennessee 37909	5508 Lonas Dr.
Attn: Credit Dept.	Knoxville, Tennessee 37909
Fax: (865) 297-1417	Attn: Legal Dept.
	Fax: (865) 297-0532

21. **Confidentiality.** All information furnished by either party or by any affiliate of PFJ in connection with this Agreement will be kept confidential by the Customer and Signer (and will be used by the Customer and Signer only in connection with this Agreement), except to the extent that the information: (i) is already lawfully known when received; (ii) becomes lawfully obtainable from other sources; (iii) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; or (iv) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Customer or Signer proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit PFJ to take legal action to prevent the disclosure. Customer and Signer shall ensure that appropriate technical, physical, and organizational measures, commensurate with the sensitivity of the information furnished to Customer or Signer, are taken against unauthorized or unlawful disclosures, access, acquisition, loss, destruction, alteration, or damage to the information. Without limiting the generality of the foregoing, neither Customer nor Signer may divulge to or discuss with third parties any pricing, pricing proposals, billing terms, credit limits, trade secret, system, program, or any other matter on which this Agreement is made, including word product or other programs or systems of PFJ, or other information regarding PFJ, including any agreements or contracts PFJ has with other companies or firms. Customer and Signer must take all necessary steps to ensure that the confidential information is not disclosed to, or used by any person, firm, or entity, except that Customer's own employees and agents, and then only to the extent necessary to permit Customer or Signer to perform this Agreement. Notwithstanding the foregoing, nothing in this section or this Agreement prohibits PFJ from providing any information to its affiliates or third-party servicers in connection with the operation and maintenance of PFJ's Direct Bill or other programs or services, and Customer expressly agrees to these disclosures and use of information. From time to time, such information will be shared by and between PFJ and other third parties in accordance with normal business practices including, but not limited to, to approve or decline Customer's application, servicing and/or maintaining Customer's Account(s), the exchange of trade credit information, in furtherance of an investigation into suspected Unauthorized Transactions, in furtherance of an investigation into suspected fraudulent Account set-up, evaluating

Customer's transactions and payment experiences, opening and/or closing Account(s), credit decisions, and to market additional PFJ products and services to Customer.

**22. Pilot Receivable LLC.** Pilot Receivables LLC is a wholly owned subsidiary of Pilot Travel Centers LLC. Any payments received or processed by or through Pilot Receivables LLC will be credited to Customer's Account hereunder, to Pilot or SFJ, respectively, and shall be considered a valid and binding payment under this Agreement.

**23. Relationship of the Parties.** Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between PFJ and Customer, or PFJ and Signer.

**24. Headings.** These headings contained in these Terms and Conditions are for convenience of reference only and shall not affect the interpretation or meaning of this Agreement.

**25. Entire Agreement.** This Agreement, these Terms and Conditions, the Application, the Terms Confirmation, and Active Deal Report, which are incorporated fully as if set forth verbatim herein, constitute the entire agreement with respect to the billing arrangement between Customer, Signer, and PFJ and supersedes any previous oral or written agreements.

**26. FOR QUEBEC RESIDENTS:** Customer, Signer, and SFJ hereby acknowledge that for all Quebec residents, this document has been drafted in the English language only, at Customer's and Signer's request. In addition, the parties agree that all invoices sent pursuant to this agreement shall be in English and agree to waive any requirement, defense, law or ordinance that the invoices generated pursuant to this agreement must be in French. Le client et les SFJ reconnaissent par ceci cela pour tous les résidents du Québec, ce document a été rédigé dans l'anglais seulement, à la demande du client. En outre, les parties conviennent que toutes les factures envoyées conformément à cet accord seront en anglais et accepteront d'écarter n'importe quelle condition, défense, loi ou ordonnance qui les factures produites conformément à cet accord doivent être en français.