

PETROLEUM PRODUCT SALES AGREEMENT

Murphy Oil USA, Inc., a Delaware corporation, ("Seller") has agreed to sell and deliver, and _____, a _____ corporation, ("Customer") has agreed to purchase and receive, the product(s) identified below ("Product") in the quantity and at the terms and priced specified below:

WHEREAS, (i) Seller is a supplier of refined fuels and other petroleum products as noted above (the "Products") to refined fuels end users, (ii) Customer desires to purchase the Products identified herein from Seller, and (iii) Seller desires to sell the Products as herein identified 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 Products identified above in the quantity, at the price and during the timeframe specified above under the heading titled Contract "Terms" noted above.
2. **Taxes.** Customer agrees that any and all taxes, duties, fees, surcharges and/or other similar charges, now or hereafter imposed by any federal, state and/or local governmental unit upon, measured by, or incident to, the sale and/or transfer of the Product that is sold by Seller to Customer hereunder ("Taxes"), shall be the sole liability and responsibility of Customer, and in the event that Seller is ever obligated to pay any such Taxes, Customer shall promptly reimburse Seller for all such Taxes paid by Seller.
3. **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, and which, if extended to customer the terms of such line of credit are set forth above. 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. If a line of credit has not been extended to Customer, Customer shall pay, at Seller's sole option, cash in advance or cash at time of delivery as to be specified on each invoice for Products purchased. Seller shall deliver to Customer invoices for the Product 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). Any amounts on such invoices that are not paid in accordance with such remittance terms will be considered overdue, and finance charges will be assessed on such overdue amounts at the lesser of: (i) one and one-half percent (1 1/2 %) per month; (ii) the percentage rate set forth in the finance charge policies of Seller in effect on the date of delivery; or (iii) the maximum amount that is allowed by applicable law. EXECUTION OF THIS AGREEMENT BY SELLER SHALL NOT CONSTITUTE APPROVAL OF A LINE OF CREDIT FOR CUSTOMER.
4. **Financial Information and Credit; Right of Offset.** Customer agrees that Seller shall have the right to request Customer to provide current financial information that Seller, based on its reasonable judgment, believes is necessary for Seller to assess Customer's ability to perform all its financial obligations set forth in this Agreement. Customer agrees that it shall promptly provide such financial information as requested by Seller. Customer likewise authorizes Seller to obtain a credit report or seek credit references relating to Customer at any time as determined by Seller in its sole discretion. If Customer's payment of any amount that is due to Seller is in arrears, or if the financial responsibility of Customer has become impaired or unsatisfactory in Seller's reasonable judgment, then advance cash payment, guaranty, or satisfactory security shall be given by Customer to Seller upon Seller's demand, and deliveries of the Product may be withheld by Seller until such payment or other security is received. Seller may also exercise a right of offset with respect to any payment or obligation that is due to Seller from Customer under this Agreement, or any agreement between Seller and Customer, against any payment, delivery or other obligation owed by Seller to Customer under this Agreement, or any agreement between Seller and Customer. 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.
5. **Warranties and Disclaimer.** Seller warrants that it will convey good title to the Product sold and delivered hereunder. The foregoing warranties are exclusive of all other warranties, whether written, oral or implied, and except for the foregoing, SELLER MAKES NO WARRANTIES OF ANY KIND AS TO THE PRODUCT DELIVERED TO CUSTOMER UNDER TERMS OF THIS AGREEMENT, EXPRESS AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability.** Customer specifically agrees that, except as specifically provided for in applicable law, Customer's exclusive remedy for any and all losses or damages that are, in any way, caused by, or arise or result from, Seller's sale and delivery of the Product, and/or activities associated with such sale and delivery of the Product including, but not limited to, any claim of breach of warranty, breach of contract, negligence and/or strict liability, shall be limited to the replacement value of the specific Product for which such a claim for losses and/or damages is proved. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, PUNITIVE AND/OR EXEMPLARY DAMAGES.

7. **Governing Law; Venue; Service of Process.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas and the applicable laws of the United States of America. Any action or proceeding against the Customer under or in connection with this Agreement may be brought in any state or federal court in Union County, Arkansas. The Customer hereby irrevocably (a) submits to the nonexclusive jurisdiction of such courts, and (b) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in any such court or that any such court is an inconvenient forum.
8. **Force Majeure.** Neither party to this Agreement shall be liable to the other party hereto for any loss or damage resulting from any delay or failure to make or accept deliveries caused by or arising out of acts of God or the elements, storms, wars, acts of terrorism, governmental proration or regulation, when raw materials or supplies are interrupted, unavailable, or in short supply, and/or any other cause beyond such party's commercially reasonable control. Customer specifically agrees that nothing contained in this Section 8. shall ever be construed to relieve Customer of its obligations to promptly pay Seller in full for Product delivered to it, or to pay any other monetary obligations of Customer herein.
9. **Modification and Waiver.** Any of the terms of this Agreement may be waived in writing by the party which is entitled to the benefit thereof; provided, however, that the failure of a party to exercise any right given it hereunder, or to insist on strict compliance with all the terms herein, shall not constitute a waiver of any term, condition, or right under this Agreement, unless and until that party shall have confirmed any such action or inaction to be a waiver in writing.
10. **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.
11. **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.
12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed lobe an original, and all of which shall constitute one and the same Agreement.
13. **No Speculation.** Customer represents and warrants to Seller, acknowledging that Seller intends to rely on such representation and warranty of Customer, that Customer has not entered into this Agreement for the purpose of speculation on the future price of the Product.
14. **Notices.** Written notices in respect of this Agreement may be given by facsimile, hand delivery, courier, or registered mail (return receipt requested) as follows: [add contact information for Seller and Customer].
15. **Termination.** Notwithstanding any other provision herein, Seller may terminate this Agreement at any time, with or without cause, upon fifteen (15) days notice to Customer.
16. **Indemnity.** Customer agrees to indemnify, defend and hold Seller, its officers, employees, directors, agents, and representatives harmless from and against all liability, suits, actions, claims, debts, or damages (including attorney's fees) of any character, type, or description arising from or out of or relating in any manner to this Agreement.
17. **No Third Party Beneficiaries.** There are no third party beneficiaries by reason of this Agreement nor are any third party beneficiaries created in favor of any person by reason hereof.

IN WITNESS WHEREOF, the duly authorized and acting representatives of the parties have caused this Agreement to be effective as of the date first above written.

MURPHY OIL USA, INC.

CUSTOMER NAME:

By: _____

By: _____

Its: _____

Its: _____

