



Gasboy Distributor Manual

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This manual is intended to serve as a guide for Gasboy products policies and procedures. The contents are confidential and should not be reproduced and distributed to unauthorized persons. Table of Contents

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Overview

Purpose

This manual is provided as a tool for distributors representing Gasboy products. It outlines policies, programs and procedures that will govern how we manage our business relationship. We believe it is important and we encourage Distributors to maintain this manual to ensure current procedures and policies are followed in our day-to-day business activity.

Distributor Role

Gasboy Distributors are the primary contact for our customers. They provide information, support, and service for the Gasboy products they represent and act as liaison between Gasboy and the end user.

The Distributor can best respond to the customer's unique requirements for product availability, delivery, technical support, and long-term follow-up. Frequent contact with a local company allows the Distributor to address a customer's current and future requirements.

Compliance with Law

Both parties agree to comply with all applicable laws and governmental regulations. They acknowledge that neither party is expected or authorized to take any action in the name of or on behalf of the other that would violate any such laws, rules or regulations. The parties agree that all financial statements, reports and billings rendered will, in reasonable detail, accurately and fairly reflect all activities and transactions handled hereunder.

In addition the parties shall take or cause to be taken all necessary and proper precautions to prevent their agents and subcontractors from receiving, making, providing, or offering to any person who could or might be in a position to influence decisions hereunder of the other with respect to the Agreement, any substantial gift, entertainment, payment, loan or other consideration.

Sales Organization

Brian McDonough, DSM

Eight Rasha Court
Sacramento, CA 95831
Phone: 916-428-8311
Fax: 916-428-1265

James Maginnis, DSM

14 Pin Oak Drive
Quakertown, PA 18951
Phone: 215-538-6183
Fax: 215-538-6182

John Denny, PSM Eastern Region

116 Oxford Road
Lansdale, PA 19446
Phone: 215-688-1833
Fax: 215-855-5646

Mark Huneycutt, PSM Western Region & DSM

2536 Briarcrest Drive
Burleson TX 76028
Phone: 817-484-2537
Fax: 817-484-2538

Bill Tobias, DSM

420 Whispering Oak Lane
Apopka, FL 32712
Phone: 407-889-7688
Fax: 312-413-0310

Tim Andersen, DSM

47 Yale Drive
Enfield, CT 06082
Phone: 860-651-2837
Fax: 860-265-2886

Brian O'Keefe, DSM

33 Woodland Road
Longmeadow, MA 01106
Phone: 413-567-5063
Fax: 413-567-7280

2008 National Team DSM Territory Numbers

Brian McDonough

Brian O'Keefe

Mark Huneycutt
TLS, RJ & Gasboy
Western Region
Product Specialist

John Denny
TLS, RJ & Gasboy
Eastern Region
Product Specialist

Tim Andersen

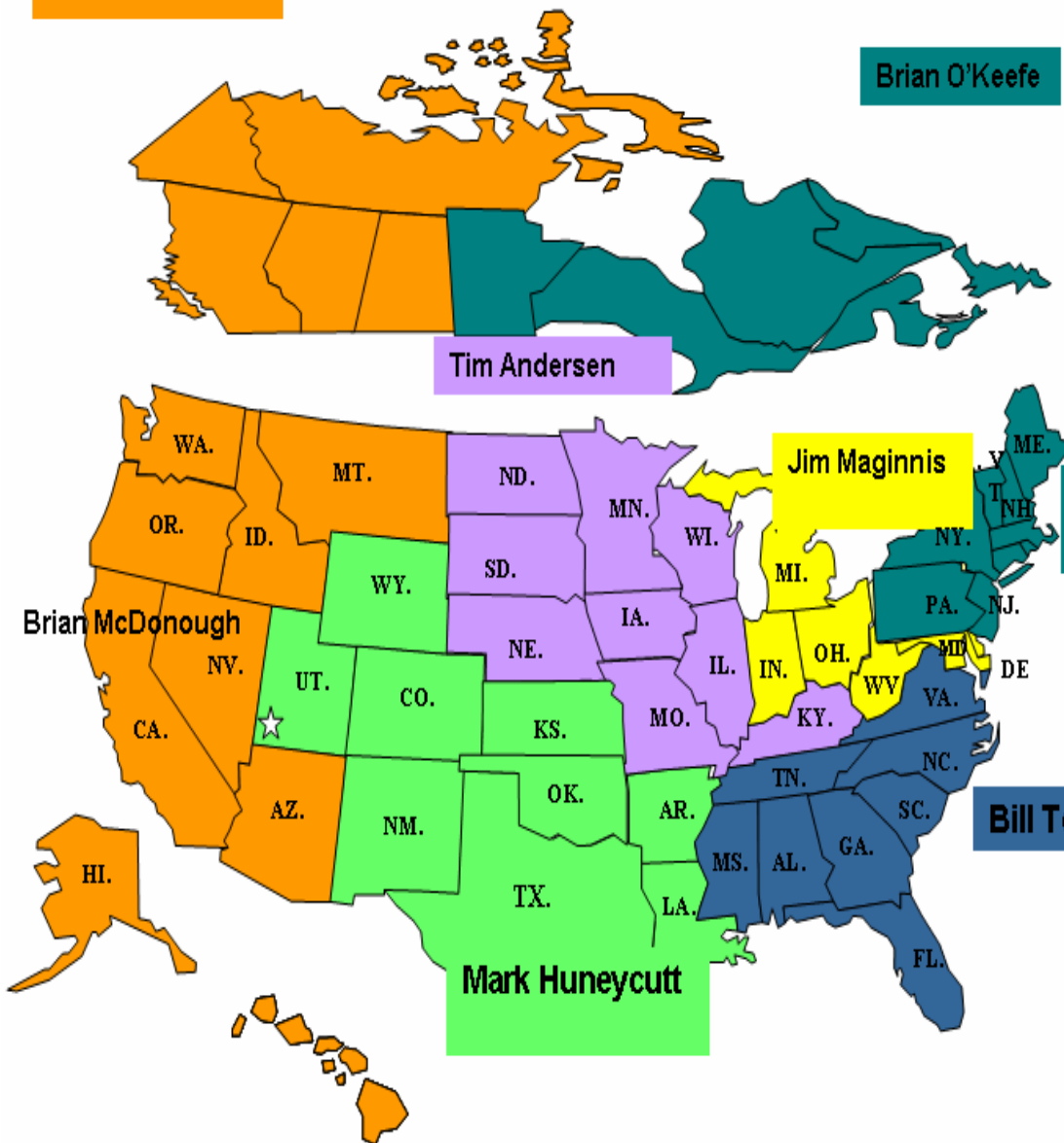
Jim Maginnis

Brian O'Keefe

Brian McDonough

Bill Tobias

Mark Huneycutt





DISTRIBUTOR AGREEMENT

*Distributor Agreement for Authorized Distributors of
Gasboy and Red Jacket Products*

INTRODUCTION

THE MANUFACTURER feels that to maintain a mutually satisfactory relationship with our Distributors, it is necessary that a clearly defined statement of sales policy be established. A statement of this policy is contained in the following pages.

For the purpose of this policy, THE MANUFACTURER Products sold by the Veeder-Root Company and Gasboy LLC will be identified simply as THE MANUFACTURER, WE, OUR, or US, and the Products Distributor as DISTRIBUTOR.

OBJECTIVE

The relationship between THE MANUFACTURER and DISTRIBUTORS has as its objective -- SALES. The desire of THE MANUFACTURER to expand sales of its products through DISTRIBUTOR places responsibilities and obligations on both parties. It is intended that the following statement of Sales Policy shall bring about a fair and mutually profitable relationship.

TERM OF CONTRACT

This contract will remain in effect for a period of three years from the date of contract execution. This contract may be renewed by the execution of a new agreement. Such agreement may take the form of a new business plan accepting all other items and conditions set forth herein.

METHOD OF DISTRIBUTION

THE MANUFACTURER Products are sold to select authorized distributors. Local THE MANUFACTURER representatives, working under company policies, maintain a personal relationship between THE MANUFACTURER and DISTRIBUTORS.

The number of authorized distributors in any territory is determined by THE MANUFACTURER according to the sales potential of that territory. The intent is to provide a maximum quality of coverage with a minimum number of DISTRIBUTORS.

THE MANUFACTURER markets a number of different products. In order to provide maximum coverage with a minimum number of distributors, THE MANUFACTURER reserves the right to restrict the products sold to DISTRIBUTORS. Appendix A contains a listing of the assigned products that the DISTRIBUTOR is authorized to sell on the behalf of THE MANUFACTURER (hereinafter "Assigned Products")

DEFINITION OF A DISTRIBUTOR

A DISTRIBUTOR is a local independent organization selling to the trade identified as petroleum, commercial/industrial, and/or LPG marketers, such as major and independent oil companies, retail service stations, oil equipment jobbers, tank builders, fuel oil distributors, commercial/industrial entities, municipalities, etc., in accordance with their own marketing plans.

OBLIGATIONS OF A DISTRIBUTOR

An authorized THE MANUFACTURER DISTRIBUTOR is expected to: (1) maintain an active sales organization to promote the sale and distribution of the Assigned Product Lines; (2) maintain a satisfactory sales volume meeting assigned objectives; (3) maintain a stock of Assigned Products and their parts adequate to service all customers, including service contractors in his market area; (4) afford access to his stock of Assigned Products for inspection by THE MANUFACTURER representatives and assist local THE MANUFACTURER representative in providing information for brief sales reports; (5) follow up inquires which are referred to him; (6) provide service checkout and warranty services; (7) maintain a satisfactory credit rating with THE MANUFACTURER; (8) participate in the development of an annual business plan which sets sales objectives and targets.

Assigned Products may include software (“Software”). DISTRIBUTOR acknowledges that (1) it may not reverse engineer, decompile, or disassemble the Software; (2) the Software is licensed with certain Assigned Products as part of a system, the system, including the Software is a single integrated product, and the Software may only be used with the system; (3) DISTRIBUTOR acknowledges that it may not rent or lease the Software; (4) DISTRIBUTOR will not export or re-export the Software (i) to any country, person, entity or end-user that is subject to U.S. exports restrictions, which currently include, but are not limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to an end-user you know or have reason to know will utilize the Software in the design, development or production of nuclear, aircraft, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal; agency of the U.S. government; (5) Distributor acknowledges that it has no title or ownership interest in the Software.

The MANUFACTURER DISTRIBUTOR acknowledges that these obligations exist individually for each Assigned Products as well as for the entire agreement and the relationship with THE MANUFACTURER.

OBLIGATIONS OF THE MANUFACTURER

THE MANUFACTURER agrees, subject to availability and the terms of this agreement, to sell the Assigned Products set forth in Appendix A and the annual business plan to the DISTRIBUTOR at THE MANUFACTURER's DISTRIBUTOR prices in effect at the date of receipt of purchase order.

THE MANUFACTURER agrees to make available to DISTRIBUTOR, in such quantities as DISTRIBUTOR may reasonably require, technical and promotional literature including product manuals, sales brochures, mail pieces, advertising reprints, and other material used to promote the Assigned Products which THE MANUFACTURER may deem advisable to supply DISTRIBUTORS. The cost of such material shall, at the option of THE MANUFACTURER, be borne by the DISTRIBUTOR.

Any use of THE MANUFACTURER's trademark, trade name, product description, and styles of DISTRIBUTOR in origin must be submitted to THE MANUFACTURER for prior written approval.

THE MANUFACTURER maintains field service representatives to offer assistance in training DISTRIBUTOR salesmen and service personnel. This includes training of customers and contractors. THE MANUFACTURER advertises in publications covering all facets of the petroleum industry and participates in a number of national trade shows. Inquiries resulting from these promotions will generally be referred to DISTRIBUTOR.

SALES BY THE MANUFACTURER

THE MANUFACTURER reserves the right to sell its products, including but not limited to the Assigned Products, directly to any customer including, without limitation, oil companies, City, State and Federal Government agencies. DISTRIBUTOR is not restricted in its sales to these customers.

OTHER POLICIES AND PROCEDURES & GENERAL TERMS & CONDITIONS

THE MANUFACTURER maintains specific policies & procedures related to General Returned Goods, Annual Returned Goods, Quick Ship Program, Warranty policies, Start-up Policies, Warranty & Dispatch Program, as well as general Terms & Conditions. These policies, procedures, and terms & conditions apply to all purchases and commercial transactions that occur by and between THE MANUFACTURER and each DISTRIBUTOR. A copy of the most current policies, procedures, and terms & conditions is included in the most current published Price Books for Veeder-Root and Gasboy Products. Subject to notification, THE MANUFACTURER reserves the right to modify the policies, procedures, and terms & conditions at any time.

AGREEMENT MODIFICATION & TERMINATION

This entire agreement may be terminated and/or the sales of one or more Assigned Products may be discontinued, by either party with cause due to a material breach of an obligation by serving written notice of intent to the breaching party, 90 days prior to the effective date of termination and/or discontinuance of sales of one or more Assigned Products. Upon termination and/or discontinuance of one or more sales of Assigned Products, THE MANUFACTURER will have the option to purchase the DISTRIBUTOR's existing stock of THE MANUFACTURER products and/or the Assigned Products discontinued of THE MANUFACTURER products, as the case may be. Credit for such purchased inventory will be made at the MANUFACTURER DISTRIBUTOR net price. All literature and sales promotion aids and/or the literature and sales promotions aids for the discontinued Assigned Products, as the case may be, shall be returned to THE MANUFACTURER if requested. This agreement does not constitute DISTRIBUTOR as legal representative of THE MANUFACTURER. The DISTRIBUTOR is acting for its own account and shall have no power or authority to assume, create, or incur any liability or obligation against or on behalf of THE MANUFACTURER in transactions with a third party.

This agreement is personal to the parties and shall not inure to the benefit of anyone other than the named DISTRIBUTOR. This agreement may not be assigned in whole or in part.

This agreement supersedes all previous agreements written or oral.

Agreed to by:

Distributor Signature **Title** **Date**

Business Name

Address

THE MANUFACTURER Representative **Title** **Date**

Appendix A – Assigned Products

DISTRIBUTOR is authorized to sell the following THE MANUFACTURER products:

- TLS Branded Automatic Tank Gauging Products
- EMC Branded Automatic Tank Gauging Products
- Red Jacket ProPlus / ProMax Automatic Tank Gauging Kits
- Red Jacket Mechanical Products
- Red Jacket ProLink, ST, and RLM Automatic Tank Gauging Products
- Gasboy Commercial Dispenser Products
- Gasboy FMS Cardlock Systems
- Gasboy Transfer Pump Products

Terms and Conditions of Sale

Acceptance.

Unless otherwise provided, it is agreed that sales of goods (the “Gasboy Products”) from Gilbarco (Seller) to the Buyer are made on the terms and conditions herein, and to the extent of any conflict, these terms and conditions take precedence over Buyer’s terms and conditions. Seller shall not be bound by Buyer’s terms and conditions unless Seller has expressly agreed in writing to be so bound. In the absence of written acceptance of these terms, acceptance of or payment for the Products purchased shall constitute an acceptance of these terms and conditions. Buyer, if a reseller, shall include in its terms and conditions of sale to its customers the disclaimer of warranties and limitations of liability at least as restrictive as those contained herein.

Delivery.

All deliveries are F.O.B. Seller’s facility. Delivery dates are best estimates. Seller reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. Claims for shipment shortage shall be deemed waived unless presented to Seller in writing within thirty (30) days of delivery of each shipment.

IN NO EVENT SHALL SELLER BE LIABLE FOR DAMAGES FOR INCREASED MANUFACTURING COSTS, LOSS OF REVENUE, PROFITS OR GOODWILL, OR ANY OTHER INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Risk of Loss and Title.

Delivery shall be deemed made upon delivery of the Products to a carrier at its point of shipment. Title to the Products and the risk of loss with respect to the Products shall pass to the Buyer upon such delivery. Transportation of the Products is at Buyer’s sole risk, and any claim for loss or damage due to transit shall be made against the carrier only.

Warranty.

The Seller’s standard published warranties in effect at the time of shipment for the particular product shall apply.

SELLER’S STANDARD WARRANTIES DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ARE IN LIEU OF ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES. SELLER’S STANDARD WARRANTIES LIMIT RECOVERY OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, AND PROVIDE FOR THE EXCLUSIVE REMEDIES CONTAINED THEREIN.

Seller’s standard warranties may not be modified except in writing signed by Seller.

Terms and Conditions of Sale

Patent and Copyright Indemnification.

Seller agrees to defend at its expense any suit against Buyer based upon a claim that any Product furnished directly by Seller infringes a U.S. patent or copyright, and to pay costs and damages finally awarded against Buyer in such suit, provided that the Buyer promptly notifies the Seller in writing of the suit, and the Buyer allows the Seller to defend such suit at its expense. In the event of such a suit, Buyer agrees to render such assistance in defense of the suit as reasonably requested by Seller. If the use or sale of a Product furnished hereunder is enjoined as a result of such suit, Seller, at its option and at no expense to the Buyer, shall either obtain for the Buyer the right to use and sell the Product, or shall substitute and equivalent Product acceptable to Buyer and extend this indemnity thereto. The obligation under this paragraph does not extend to any suit based upon any infringement or alleged infringement of any patent or copyright by the combination of Seller's Products with other elements, nor does it extend to any article of Buyer's design or formula. This paragraph sets forth the Buyer's exclusive remedy against the Seller for patent or copyright infringement of the Products.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS OR COPYRIGHTS.

The sale of the Products furnished hereunder does not grant or convey any license by implication, estoppel or otherwise, under any proprietary or patent rights of Seller covering combinations of these Products with other elements.

Published Prices.

Prices shown on the published price list and other published literature issued by the Seller are subject to change without notice. Buyer will generally be invoiced at the prices in effect at the time the order is received. However, the SELLER reserves the right to invoice at prices in effect on the date of shipment.

Terms of Payment.

Except as otherwise provided herein, terms are cash net thirty (30) days from date of invoice. Amounts past due are subject to a finance charge of 1.5% per month (18% APR), or the maximum contract rate permitted by law, if less than 1.5% per month. If Seller deems that by reason of the financial condition of the Buyer or otherwise the continuance of production or shipment upon the terms specified herein is not justified, Seller may require full or partial payment in advance.

Shipping Charges.

Shipments are F.O.B. Seller's dock, except shipments to Alaska and Hawaii, which are F.O.B. Seller's dock with transportation paid to the port of embarkation on the West Coast of the continental U.S.

Taxes.

The Seller's prices do not include any applicable sales, use, excise or similar taxes ("sales tax" herein). The amount of any sales tax which the Seller may be required to pay or collect will be added to each invoice unless the Buyer has furnished the Seller with a valid tax exemption certificate acceptable to the taxing authorities. When a Buyer fails to furnish the required

documentation, the previously unpaid sales tax will be billed to Buyer. Upon subsequent sales tax audit, if an exemption certificate provided to the Seller by the Buyer is determined to be invalid through no fault of the Seller, the Seller will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use or other documentation from Buyer. If Buyer fails to furnish a valid exemption certificate, notarized affidavit or other necessary documentation, the previously unpaid sales tax will be billed to the Buyer.

Cancellation and Termination.

Buyer shall not cancel this sales contract by reason of Seller’s default unless the Seller has failed to cure the default within sixty (60) days after receipt of written notice of default from the Buyer. Buyer may terminate this order, other than for Seller’s default, only upon prior written acceptance of Seller and upon payment of all Seller’s costs incurred for and reasonably allocated to the terminated portion of the work in accord with generally accepted accounting principles, plus a reasonable profit on such costs. If the termination includes custom Products, cancellation charges for such Product shall equal the order price for the total number of units representing the work in process. Unless otherwise agreed in writing, items scheduled for shipment are not subject to revision, reschedule or termination within sixty (60) days prior to shipment.

If Buyer makes an assignment for the benefit of creditors, if a bankruptcy proceeding is commenced by or against Buyer, or if the Seller for any reason deems itself insecure about the Buyer’s willingness or ability to perform, then Seller shall have the unconditional right to cancel this sales transaction. Such cancellation shall be subject to payment of all of Seller’s costs and reasonable profit as outlined in paragraph 10(b) above.

Regulatory Laws and Standards.

The Seller takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products; however, Seller recognizes that its products are utilized in many regulated applications and from time to time such standards and regulations may be in conflict with each other. The Seller makes no warranties or representations that the Products will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Seller.

Confidential Information.

All drawings, diagrams, specifications and other materials furnished by Seller and identified as confidential relating to the use and service of the Products furnished hereunder, and the information contained therein (the “confidential information”), are proprietary to the Seller. Such confidential information has been developed at great expense and may contain trade secrets of the Seller. Buyer may not reproduce or distribute the confidential information except to Buyers employees who may use the products in their employment. All confidential information relating to the Products supplied directly by the Seller (except information as may be established to be in the public domain) shall be received in confidence, and Buyer shall exercise reasonable care to hold such information in confidence.

Terms and Conditions of Sale

Computer Programs.

Computer programs delivered to Buyer under the sales agreement with Seller are licensed to Buyer in accordance with the provisions in this section. Such computer programs may be delivered in printed form or in any of several possible machine readable forms including without limitation magnetic tape or disk, paper tape or read only memory device (ROM). Upon delivery Buyer shall become a Licensee with respect to such computer program, upon the conditions set forth below, unless otherwise agreed in writing.

IMPORTANT: IF BUYER TAKES EXCEPTION TO ANY PORTIONS OF THIS PARAGRAPH, CONTACT SELLER IMMEDIATELY OR RETURN ANY COMPUTER PROGRAM DELIVERED HEREUNDER TO SELLER IMMEDIATELY FOR A REFUND OF THE LICENSE FEE PAID BY BUYER THEREFOR.

Computer Programs Remain Seller's Property.

The original of any computer program delivered hereunder and any copies made by Buyer in whole or in part shall remain Seller's property.

Limitation of Liability

Seller's total liability to the Buyer is limited to the total price of the goods purchased under this agreement. Buyer's sole remedy is to request the Seller, at Seller's option either to refund the purchase price, repair or replace Products which do not conform to the sales contract.

IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Excluded damages include without limitation loss of profits or revenue, loss of use of the equipment or products and associated equipment or products, cost of substituted equipment, facilities, downtime costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the Products sold hereunder that the Buyer shall secure for the Seller the protection afforded to it under this paragraph.

Assignment

This agreement may not be assigned by the Buyer without the written consent of the Seller.

Terms and Conditions of Sale

Force Majeure

Seller shall not be liable for any delay in delivery or for non-delivery caused in whole or in part by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller, including but not limited to war, sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake or other act of God, shortage of labor, fuel, raw material or machinery or technical failure, where Seller has exercised ordinary care in the prevention thereof. If any force majeure contingency occurs, Seller may allocate production and deliveries among Seller's customers.

Expenses of Collection.

Upon Buyer's default and Seller's placing this agreement with an attorney for collection or repossession of the Products, Buyer agrees to reimburse reasonable attorney's fees and court costs incurred by the Seller in connection therewith.

Commercial Product.

Buyer represents that the products purchased hereunder are purchased for business and commercial purposes only and agrees that under no circumstances shall this agreement be construed as a consumer contract.

Governing Law.

This Agreement shall be construed to be between merchants and shall be governed under the laws of the State of North Carolina.

General.

Buyer acknowledges that these terms and conditions, together with the contract, constitute the complete and exclusive statement of the agreement between the Buyer and Seller, and supersede all proposals, verbal or written, and all other communications between the parties relating to the subject matter hereof. No waiver of any breach or of any provision of these terms shall constitute a waiver of any other breach or provision.

Prices and Discounts – New Units

Prices for Gasboy products and freight allowance are published in the following documents:

GPL-5100	Commercial and Retail Price Book
GPL-5200	Fleet System Price Book
GPL-5300	Consumer Pumps, Hand Pumps, & Meters Price Book
GPL-5400	Global Parts Price Book

The Seller will normally provide thirty (30) days written notice for any price increase, but reserves the right to change any prices and discounts, without prior notice, provided that the changes are made applicable generally to all Gasboy Distributors.

The standard Distributor discount off list price is documented in the Gasboy Distributor Discount Schedule; contact your sales representative for more information.

Early Pay Discounts

The Seller offers an early pay discount of 4%/10 Net to all eligible distributors. To gain and maintain eligibility for the 4%/10 Net discounts, a Distributor must:

- Within three months of the close of each fiscal year, submit an income statement and balance sheet showing results for both the year just ended and for the prior year.
- Keep the open account balance under 30 days.

The Seller must receive all 4%/10 discounted payments, except spare parts, via wire transfer within 10 calendar days of the invoice date. When the tenth day is a Saturday, Sunday, or bank holiday, the next eligible calendar day will be considered the tenth day.

Spare parts payments are to be wired on the 10th and 25th of the month.

Arrange wire transfers through your bank. To ensure proper credit, the following information must be included with the transaction:

This program covers the following:

- No minimum dollar requirement
- 4% 10 days early payment terms apply uniformly to all Gasboy products and orders **except** for Service Contracts, support contracts and software license.

Distributors terminated from this program for noncompliance with eligibility requirements can reapply after 60 days from program termination.

Application form for this program is provided to new distributors. If you need a copy of the application, contact a Customer Service Representative.

Invoice Review Request/Short Payments

If you believe you have been invoiced incorrectly, please notify a Credit Analyst promptly. To insure that your request can be handled in a timely manner, you must provide the following information: invoice number, purchase order number, shipping order number and a detailed explanation of the suspected error. Your request to review an invoice for pricing or payment terms **must be received within six months** of the original invoice date. Older requests cannot be processed.

If you short pay an invoice, document the reason for the short payment and attach a copy of the Seller's invoice.

Early pay discount time starts with the original invoice date. No extension in early terms will be made for invoice disputes.

The Seller will issue credits or debits to your account for any corrections to invoices and missed early pay discounts. **New invoices will not be generated.**

Credit

Credit Qualification

Annual financial statements must be on file with the Seller’s Finance Department. All distributor accounts have a pre-established credit line. Should the distributor account become 15 days past due, shipping will stop until the account is current.

Seller will no longer enter orders for a distributor whose account is past due. Any orders complete but on shipping hold will be cancelled and placed into inventory to be sold to another party ASAP. It is important to remain current with Seller.

Payment Terms and Conditions

All purchase orders are subject to acceptance and credit approval by the Seller. All Gasboy products purchased are subject to Seller’s standard terms and conditions of sale, which are 4%, 10 days, net 30.

Contacts

Direct credit-related inquiries or correspondence to:

Linda Horne Credit Analyst Ph: (336) 547-5363 Fax: (336) 547-5972 <u>linda.horn@gilbarco.com</u>	Cyndi Wilson Credit Analyst Ph: (336) 547-5449 Fax: (336) 547-5972 <u>cyndi.wilson@gilbarco.com</u>	Wendy Blehm Manager Credit Operations Ph: (336) 547-5971 Fax: (336) 547-5972 <u>wendy.blehm@gilbarco.com</u>
Margarita Shiavone Credit Analyst Ph: (336) 547-5429 Fax: (336) 547-5972 <u>margarita.shiavone@gilbarco.com</u>		

**Please contact your customer service representative for returns and pricing issues.

Payment Information

Mail	Gilbarco Inc. 12249 Collections Center Drive Chicago, IL 60693
Courier	Bank of America Lockbox Services 12249 Collections Center Drive Chicago, IL 60693
ACH and Wire Transfer	Bank of America 101 South Tryon Street Charlotte, NC 28255 ABA# 111000012 Account# 3752178876 Account Name: Gilbarco Inc. SWIFT Identifier [Export] BOFAUS6S
Bank Wire	Bank of America

Transfer	101 South Tryon Street Charlotte, NC 28255 ABA# 026009593 Account# 3752178876 Account Name: Gilbarco Inc. SWIFT Identifier [Export] BOFAUS3N
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Send all **other credit-related correspondence** to your credit representative at:

PO Box 22087
Greensboro, NC 27420-2087

To ensure your payments are credited against the correct invoices, please provide a detailed list of the appropriate invoices and amounts with every payment.

ADDITIONAL REMITTANCE REQUIREMENTS

In efforts to apply your payments correctly and timely please provide the following information with your payments:

- Customer Number
- Invoice Number(s)
- Applicable Discount Amount (must be received within the discount grace period)
- Net Payment Amount
- Excel Files or Other Payment Detail Attachments are Encouraged

ALL REMITTANCE INFORMATION **SHOULD BE SENT TO THE FOLLOWING:

1. Fax – 336-547-5972
Attn: Cash Applications

CASH APPLICATIONS SPECIALISTS:

- Betty Ann Bennett – 336-547-5380
- Katherine Willett – 336-547-5594

***If not already included on the check stub or in the ACH/Wire transfer notes)*

If you have not provided Manufacturer with your updated FAX number and/or EMAIL address, please provide at your earliest opportunity so that we may communicate with you in the most effective manner possible.

For questions regarding activity in your account, please contact your Credit Dept. analyst.

Interpreting Your Statement of Account

Every entry on your statement (for price adjustments, invoices, credit memos, payments, etc.) references one of these transaction codes:

AP	A payment or credit memo has been applied to a specific item(s)
CK	An undefined payment has been received
CR	Credit memo
DB	Debit memo
FC	Finance charge
IN	Invoice issued by Seller
AC	ACH payment
CL	AR clearing or clean up transaction
LC	Letter of credit
WT	Wire transfer

Contact a credit representative if you have any questions about your statement of account.

Ordering Equipment & Parts

Order Placement

Fax purchase orders for new unit and parts, and reconditioned parts to your Customer Service Representative. Include price on the purchase order.

Phone 800-444-5579

Fax 800-444-5569

Parts ordering via the Internet is available to Gasboy distributors. Please use electronic ordering for your spare parts orders.

Contacts

Denise Mitchell
Canada
800-800-7840

Nicole Perryman
Latin America
800-800-7840

Janet Jin
Asia, Europe, Africa &
Middle East
800-800-7840

Michael Solare
Northeast USA
866-606-8969

Jeff Seabrease
Southeast Region
866-606-8970

Andy Rogers
Central Region
866-606-8968

Angie Taylor
Western Region
866-606-8967

Order Processing

When an order is received for Gasboy products, model / part numbers and price are cross-checked with the corresponding descriptions. If there is a discrepancy between or if there is any information missing, the order is held as “pending” while we contact the Distributor and obtain correct information.

Order confirmations will initially be faxed and will soon be available on the Extranet Order Inquiry. These notices provide pricing and include anticipated ship dates.

If an item is temporarily out of stock, a “back order” is generated automatically. A back order confirmation is created with the same confirmation number plus a “-01,” but a new invoice number is created when the item is shipped.

Ordering Equipment & Parts

Order Inquiries

Orders status will be available on the Extranet. Direct questions about existing orders to a Customer Service Representative. When making an order inquiry, please have available the Gasboy Order Number, the Distributor purchase order number and date, and the model or part numbers involved.

Dispenser Returns

Most Gasboy equipment is built to the customer's specification. Because of this, our general policy is we do not accept returned dispensers. Any exception to this policy must be approved by the Vice Presidents of Sales and Finance. A 25% restocking fee will apply. If the return of a unit is due to an error made by Manufacturer, contact a Customer Service Representative within 30 days of receipt of order for an RMA# (Return Materials Authorization number) and return the goods to Manufacturer immediately.

Units Order Cancellation/Changes

Manufacturer assesses no cancellation charge for unit orders if cancelled or changed within 2 days of receipt of the purchase order.

Orders cannot be cancelled or changed after 2 days from receipt of the purchase order. A 25% cancellation charge will apply for orders cancelled after 2 days.

Gasboy North America Demo Equipment Program

Purpose: Provide equipment at state and regional shows, distributor training, and showrooms.

General Provisions

- Before you place an order, contact your Inside Sales Representative for delivery schedules.
- Demo Equipment Orders require the same lead-time as other orders.

Requirements

- **Only one order per distributor/branch per calendar year will be approved.**
- All equipment ordered must be displayed at a tradeshow, used for training or displayed at your location.
- Refer to standard lead times when ordering equipment.

Program

- The following equipment listed below will be invoiced at the special demo equipment price of **List Less 40% of current Price List.**
- These special prices qualify for the normal early pay and bonus programs.
- **No other discounts or programs apply.**
- No exception will be made to this program.

Fleet / Commercial Dispensers

- All Commercial Gasboy Dispensers are eligible for the Demo Program pricing.
- **Only one of each type of can be ordered.**

Fleet Management Systems

- Only TopKat, CFNIII, Series 1000, and Keytroll are eligible for Demo Program Pricing.
- Fuel Point Demo requests must be approved by Simon Siew.
- **Only one of each type of can be ordered.**

Consumer Pumps

- 60 Series Pumps.
- Model 620
- 70 Series Pumps
- **Only one of each type of can be ordered.**

Gasboy North America Demo Equipment Order Form

FAX this form with your company purchase order to:

Trade Show Coordinator

Phone: (336) 547-3271

FAX: (336) 547-5299

Date	
Name	
Company	
Street Address	
City/State/Zip/Country	
Phone Number	
FAX Number	
Gasboy Sales Manager	
Purpose	<input type="checkbox"/> Trade Show <input type="checkbox"/> Training <input type="checkbox"/> Showroom
For Trade Show Name/Location/Dates	

For Gasboy Use Only
This order qualifies for the Demo Program.

Trade Show Coordinator

Date

cc: Customer Service Representative

Extranet Access Authorization

Our private web site for Distributors is called the Extranet. It offers access to various features such as GOLD™ online technical documentation; the Knowledge Guide (marketing and pricing information); and various applications related to spare parts and units ordering.

Note: Your company must have Broadband or Dial-up Internet Service, and a valid e-mail account to use the Extranet. Free e-mail accounts are not recommended, as security and capacity are not optimal.

Each user requires an ID and password to gain access to the Extranet.

As an Authorized Distributor, you may appoint a system administrator who can assign user IDs and passwords for authorized individuals within your organization. This system is called Gatekeeper.

Gatekeeper enables your system administrator to create/delete login names and passwords for your employees who will use your customer number to log onto the Gilbarco / Veeder-Root / or Gasboy portions of the Extranet. Your system administrator also determines which features your user accounts may access.

Please note: you will be notified via your E-mail account when access to the Extranet has been established.

To get started, please FAX the following information to (336) 547-5163.

Customer Number: _____

Company Name: _____

Administrator's Name: _____

Administrator's E-mail address: _____

Company's E-mail (if different): _____

By affixing my name and signature, I hereby affirm that this company will abide by the Extranet End-User Agreement.

Principal Name: _____

Principal Title: _____

Principal Signature (required): _____

Today's Date: _____

Extranet Access Authorization

Gatekeeper Administrator Reference Guide

Administrator Responsibilities

The administrator's responsibilities include establishing User Logon ids and passwords and regulating access to Gilbarco Interactive services. Access is granted by assigning a collection of services to a role and assigning a role to each user. Administrators are responsible for disabling users that should no longer access the system. If users have questions regarding access they will be directed to their organization's administrator. The ten-digit customer logon id will be the account in which Seller will communicate with the administrator.

The administrator account has been activated when two new buttons appear- Manage Roles & Manage Users. **IMMEDIATELY CHANGE THE PASSWORD TO THE ADMINISTRATOR ACCOUNT AND INFORM PREVIOUS USERS!** Follow the instructions below to set up individual logon IDs and passwords.

Steps to Creating Logon Ids and Passwords

- Create a Role
- Create a User
- Assign a Role to a User
- Assign a Password to a User

Step 1: Create a Role

A role is a collection of Seller Interactive Services. To create a new account role:

- Choose the "Manage Roles" button from the Navigation Bar on the left.
- Choose the "Create New Account Role" button.
- Name the account role.
- Describe the account role.
- Use grid to grant access to services. Choose either "No Access" to restrict access
- or "Full Access" to grant access.
- Submit role by choosing the "Submit" button.

Tip: You may name the roles as it suits your organization. Do not grant access to the administrator functions (manage roles and manager users) unless you are creating a backup administrator role. In general, grant users "alter password" and "modify account".

Step 2: Create a User

A user is your employee. To create a new user:

- Choose the "Manage Users" button from the Navigation Bar on the left.
- Choose the "Create New User" button. If you are creating a user id for a technician use their Gilbarco tech number for the user id. Once created, **users cannot be deleted**, only disabled.
- Fill in user information.
- *Tip: Example for Logon - last name and first letter of first name (ie.smithj). Follow format for birth date & initial. Required information: logon id, first and last name, billing id, e-mail. See below for obtaining an e-mail address.*
- In Account Policies, mark any check boxes applicable.
- Submit user by choosing the "Submit" button.
- Follow prompt to return to the Manage Users main screen.

Extranet Access Authorization

Gatekeeper Administrator Reference (continued)

Step 3: Assign a Role to a User

Assign a user a collection of services.

- If you are not already on the Manage Users screen, choose the "Manage Users" button from the Navigation Bar on the left.
- Select the specified user from the list.
- Choose the "Assign Account Role" button.
- At the Assign Role to Selected User screen, select the role to assign.
- Assign the role by choosing the "Assign Role" button.
- Follow prompt to return to the Manage Users main screen.

Tip: Remember to select the user so it is highlighted before assigning role.

Step 4: Assign a Password to a User

Assign a user a password.

- If you are not already on the Manage Users screen, choose the "Manage Users" button from the Navigation Bar on the left.
- Select the specified user from the list.
- Choose the "Assign User Password" button.
- Type password two times. Remember to designate upper or lower case.
- Assign the password by choosing the "Submit" button.
- Follow prompt to return to the Manage Users main screen.

Tip: Remember to select the user so it is highlighted before assigning the password. Passwords are case sensitive, so remember if the caps lock is on. Passwords are required to change every 30 days by the user.

E-Mail Addresses

Everyone must have an e-mail address for use with upcoming Gilbarco Interactive applications. There are many free e-mail services on the Internet. For more information, visit www.emailaddresses.com.

Modify a Role

- Choose "Modify Role"
- Select the Role that you want to modify and choose the "Modify Account Role" button.
- Choose either "Full Access" or "No Access" for each application then select the
- "Submit" button.

Extranet Access Authorization

Minimum PC Configuration for Distributors

Following are examples of standard hardware and software profiles for optimally conducting business with our company. These are suggestions based on our standard PC-based operating systems and for accessing Web-based applications including GOLD technical documentation, Parts Lookup, Spares Order Entry, Order Inquiry, Order Confirmation, or various training applications. Please consult your local computer services provider for more information.

Hardware

Dell GX270 Series
2.5Ghz processor with Pentium 4 Processor
512MB SDRAM Memory
DVI Integrated video
40GB IDE Hard drive
Integrated 10/100/1000 NIC
Integrated sound board
Internal speakers
3.5" 1.44 Floppy drive
x48 CD-RW CD-ROM Drive
104 Keyboard
19" Standard Color Monitor or 18" Flat Panel Color Monitor
Wheel Mouse 10/100/1000 NIC

Software

Microsoft Windows 2000
Microsoft Professional Office 2000 (Word, Excel, Powerpoint)
Microsoft Outlook 2000
Norton Antivirus (7.6 or higher)
WinZip (8.0 or higher)
Diskkeeper (7.0 or higher)
Adobe Acrobat Reader 5.0 (or higher)
Internet Explorer 6.0 (or higher)

Black and White Printers

Desktop: Hewlett Packard (HP) 990Cxi
Work group: Hewlett Packard (HP) 5000N

Color Printers

Desktop: Hewlett Packard (HP) Inkjet 2200CSE
Workgroup: Hewlett Packard (HP) Laserjet 4550N
Workgroup: Hewlett Packard (HP) Laserjet 8550N (includes 11x17 capacity)

Scanner

Hewlett Packard (HP) ScanJet 7400C

Extranet Access Authorization

Minimum PC Configuration for Distributors

Power Supply

APC Back-UPS 650

Internet Service and E-mail **

Broadband service is highly recommended.

Cable TV provider (high speed cable)

Telephone Service Provider (DSL phone line)

Dial-up service may work, but will be slower for online applications.

Earthlink

America Online

Microsoft Network

AT&T

** E-mail service is required for exchanging product, account, ordering, or other business-related information.

Parts

Prices for Gasboy parts are published in the latest revision of Global Parts Price List (GPL-5400).

Distributor standard discount for spare parts is 30% off list prices.

Along with the standard Discount, the Seller offers these order processing incentives or surcharges, applicable on a “per order” basis, for new Gasboy parts orders:

Order Size	\$100 minimum
Order Volume	\$1,000 - \$1,999 = 5% discount \$2,000 - \$4,999 = 7% discount Over \$5K = 10% discount *Applies only to Extranet orders
Multiple Shipping Sites	Each site processed as separate order
Emergency Shipment Request	\$25 per order
Next Day Air Delivery	Upon request, the Seller will ship Gasboy orders UPS Red at customer’s expense. Ground delivery is no additional charge.
“Early Pay” Option	4% discount/10 days, net 30
Cancellation	\$30 per order
Restocking Charge	20% (parts only)

Additions are not allowed once an order has been entered.

The order volume discount is based on the dollar value of new parts ordered on a single purchase order after standard discounts have been applied, and before applicable federal, state, county, or local taxes.

Parts

Example of Parts Pricing

	<u>New Parts</u>	<u>Reconditioned Parts</u>
+ List Price	\$100.00	\$100.00
- <u>Standard Discount (30% off List)</u>	<u>(30.00)</u>	<u>(30.00)</u>
= Base Price	\$70.00	\$70.00
- *Order Volume Discount (assume >5K total order)	<u>(7.00)</u>	NA
= Net Invoice Amount	\$63.00	\$70.00
- Early Pay 4% Discount (off net invoice)	<u>(2.52)</u>	<u>(2.80)</u>
= Net Net	\$60.48	\$67.20

Emergency Orders

This includes internal expediting and prioritization. Emergency orders for new parts or repaired parts received by 1:00 PM EST will be shipped the same day if the parts are available. Orders received after 1:00 PM EST will be shipped the next business day if the parts are available. The **\$25** charge does not guarantee next day delivery and does not apply to orders that only include graphics and software.

Air Shipments

Upon request, Gasboy orders will be shipped UPS Red at customer's expense. While all domestic ground shipments will continue to be free of charge, next day air shipment charges will now be included on the customer invoice.

Rebuilt Parts

Electronic parts are listed in the front of the Gasboy Parts Price list with a “CR” designation. Exchange prices are equal to the list price with exchange, less the distributor discount of 30% . CR parts are also available without exchange at the list price less the distributor discount of 30%.

To have CR boards rebuilt on an exchange basis, send the part with a copy of the purchase order to:

Board Repair	Printer Repair
Gasboy Repair Operations 7300 West Friendly Avenue Greensboro, NC 27410	Gilbarco Printer Repair 5424 Duff Drive, Dock P Cincinnati, OH 45246
	Gilbarco Printer Repair 11390 Knott Street Garden Grove, CA 92841

Order / Contact Information

Board Repair	Printer Repair
Fax orders to: (336) 547-5345 Customer Service (336) 547-5550 Customer Service (toll free) (800) 800-8340	Fax orders to: (336) 547-5254 Customer Service (336) 547-5254

Core Credit

To receive a core credit against the purchase of the rebuilt part, return the core within 90 days, transportation prepaid to the Gasboy repair address above. Core credit is subject to inspection results and must reference the original purchase order. Core credit can be allowed only if the item received is within economical repair. New spare parts (with a CO designation) will not be eligible for the core credit.

Rebuilt parts orders are not subject to minimum orders fees or expedite fees, and volume discounts do not apply.

Annual Parts Return

Gasboy stocking distributors may return 5% of their previous year's spare part purchases under the following conditions:

- Products returned must appear in the current spare parts price list and be of current design.
- Obsolete parts associated with a product launch within 2 years will be accepted.
- Returns may only be submitted one time a year (see schedule below) and must be accompanied by an offsetting P.O. from the distributor.

If your company name starts with:

- A to F January - March of Each Year
- G to M April – June of Each Year
- N to S July – September of Each Year
- T to Z October - December of Each Year

Submit returns only during this authorized time frame

Please note that all products returned will incur a 10% handling fee and must have prior approval. Submit requested list with part number, quantities, and unit price to the Warranty Returns Department (gso.partsreturn@gilbarco.com or fax to (336) 547-5507. The Returns Coordinator will provide an RMA # within 30 days.

Parts must be returned to the address below within 30 days from approval. All returns must be shipped freight prepaid:

Gasboy International
Attn: Returns Department
7300 W. Friendly Ave
Greensboro, NC 27410

If you have any questions, please call the Warranty Returns Department at (336) 547-5690.

Shipping

All Gasboy products are sold F.O.B. (Free On Board) seller's dock at the factory as outlined on the order acknowledgment/invoice. Ownership and all risk for loss or damage passed from the seller to the buyer at the F.O.B. point. The carrier serves as the agent of the buyer until the products are delivered to their destination.

Shipments to Alaska and Hawaii are sold F.O.B. seller's dock with transportation paid to the port of embarkation on the West Coast of the continental United States.

Unless otherwise specified on the purchase order, the most advantageous and economical routing will be selected. Where freight is allowed, the shipment will be sent prepaid to the destination. Where freight is not allowed, the shipment will be prepaid and the freight charges will be added to the invoice.

Special routing is available on request at an extra cost to the Distributor. Where freight is allowed, such 'special charges' will be invoiced at the full amount less an estimate of the normal shipping charges.

Airfreight parts shipments are sold F.O.B. seller's dock, no freight allowed.

Unloading Heavy Shipments

Under Motor Carrier Rule Tariff, freight carriers are supposed to unload all packages or parts weighing less than 500 pounds, provided the unloading point is accessible to the truck. "Accessible" means there is a platform the same height as the truck bed.

Freight carriers are not required to deliver shipments to any point not easily accessible with the truck (down into basements, up stairs, etc.).

Freight carriers are not required to help unload packages or parts weighing more than 500 pounds unless a request is made for them to do so. The buyer must furnish the additional labor necessary to unload packages or parts weighing more than 500 pounds.

When freight is prepaid, it does not include any extra costs associated with unloading heavy shipments.

Damage Claims

All Gasboy shipments are packed to prevent damage during normal transit and handling. In many cases, packaging exceeds the requirements of common carriers and the United States Postal Service.

If goods are lost, or if damaged goods are received, the carrier may be liable for the loss. Since ownership passes to the Distributor F.O.B. seller's dock, it is the Distributor's responsibility to initiate and settle the claim.

Shipping

Loss of a Shipment

Invoices are mailed as soon as orders are shipped. In some cases, a copy of the bill of lading will accompany an invoice. Contact your Customer Service Representative if a shipment is not received within a reasonable amount of time.

The freight carrier will be asked to trace the lost shipment. If the shipment cannot be located, a replacement order will be shipped and invoiced to the Distributor, who will be advised to file a claim with the freight carrier.

All shipments should be checked against the bill of lading to make sure everything has been delivered. Do not sign the delivery receipt until the shipment has been verified. The carrier representative should be asked to clearly note the number of missing pieces on all copies on the delivery receipt and then sign the statement. The Distributor may then accept partial delivery.

Compare the invoice and bill of lading with the shipment received to determine what is missing, then notify Customer Service immediately.

Whenever an incomplete shipment is delivered to the Distributor “freight collect,” the Distributor must pay the entire freight charge. If the missing materials are located, they will be shipped “free astray” to the Distributor at no charge. If they cannot be located, prorated freight charges should be included in the claim. If the materials are replaced “freight collect”, the additional “freight collect” charges should also be included in the claim.

Do not delay in contacting Customer Service when a shipment appears to be lost. There is only a nine-month period during which claims can be filed.

Shipments Received in Poor Condition

All shipments should also be checked for evidence of damage in transit before the delivery receipt is signed.

The carrier representative should be asked to clearly describe any evidence of damage in transit (and possible concealed damage) on all copies of the delivery receipt, and then sign the statement. The Distributor may then accept delivery.

If the damage is serious, the carrier representative should make an inspection and complete a report in the Distributor’s presence. That report should describe the extent of the damage and the disposition of the damaged material.

Shipping

Shipments with Concealed Damage

Concealed damage must be reported to the freight carrier within 15 days of delivery. Do not further disturb the package after concealed damage is discovered. Call the freight carrier immediately, then confirm the conversation in writing. Insist on a prompt inspection and a complete damage report, which will be used when filing the claim.

Making a Claim

It is important that claims be made properly. The Distributor is required by law to minimize the loss for which the freight carrier is liable. The freight carrier is expected to reimburse the Distributor for the lowest reasonable cost of the loss.

Confirm all telephone conversations with the freight carrier in writing.

Claims should include the following:

- Standard Form for Presentation of Loss and Damage Claims. This standard form can be obtained from the freight carrier's claim office. It is also available from many office supply stores.
- Proof of Value, in duplicate. Include two copies of the Gasboy invoice to establish the value of the shipment.
- Statement of Claim. Provide a detailed breakdown of the claim. Include copies of any invoices for labor, materials, shipping, etc.

When a parcel post shipment has been lost or damaged, a letter to Customer Service detailing the claim will be sufficient. Attach any applicable receipts to the letter.

Warranty

See the following Warranty document on the Extranet under the GOLD system in the Gasboy Consumer Pump Series:

Gasboy Warranty Policy Statement for USA and Canada (MDE – 4255)

**GILBARCO / VEEDER-ROOT / GASBOY EXTRANET
GILBARCO, INC.
ELECTRONIC END-USER AGREEMENT**

**NOTICE TO USER
THIS IS A CONTRACT. BY USING THIS SITE,
YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

This End User Agreement is a contract between Gilbarco Inc. (the Host Company), which includes its various business names, including Gilbarco Veeder-Root, Veeder-Root, and/or Gasboy International. This End User Agreement accompanies the Gilbarco Veeder-Root Gasboy EXTRANET product and related materials ("EXTRANET"). Please read this Agreement carefully. At the end, you will be asked to accept this Agreement and continue or, if you do not wish to accept this Agreement, to decline this Agreement, in which case you will not be able to use EXTRANET.

1. Grant

Upon your acceptance of this Agreement, the Host Company grants to you a non-exclusive, non-transferable license to use particular features of EXTRANET provided that you abide by all of the terms of the following contract.

The Host Company is in no way licensing User/Authorized Company (as defined below) the right to use or access all features of EXTRANET.

Gilbarco reserves the right to revise any or all features of EXTRANET at any time and without prior notice.

2. Definitions

2.1 "EXTRANET" shall mean that restricted private areas of the websites hosted by Gilbarco Veeder-Root, The Veeder-Root Company, and/or Gasboy International LLC, which is accessed using a password supplied by the Host Company.

2.2 "Authorized Company" shall mean a Distributor Company, an Authorized Service Contractor, an Alliance Partner, or any other entity that has signed an agreement or a contract to do business with Gilbarco Inc., The Veeder-Root Company Inc., and/or Gasboy International LLC, and said agreement or contract is still in force, Authorized Company has been permitted by the Host Company to use the EXTRANET, has had a principal sign a hard copy of this Agreement, and has agreed to be held legally accountable for any misuse of EXTRANET by its employees.

2.3 "Authorized User ('User')" shall mean a person employed by an Authorized Company or a person granted access to EXTRANET by an Authorized Gatekeeper Administrator. Authorized User has been issued (according to the terms of this Agreement) a password, a User ID and has agreed to the terms and conditions of this Agreement.

2.4 "The Gatekeeper System" shall mean the EXTRANET feature that allows each Authorized Company to have their own administrator who, in accordance with all of the terms of this Agreement, will be permitted by the Host Company to provide passwords only to company paid employees or other Authorized individuals.

2.5 "The Site Administrator" shall mean the Authorized Company's administrator who, in accordance with all of the terms of this Agreement, is an Authorized User, and is permitted by the Host Company to provide passwords to its Authorized Company's company paid employees.

2.6 "Intellectual Property ('IP')" shall mean all current and future copyrights, patents, trade secrets, trademarks, service marks and other proprietary rights to EXTRANET and to all of the Gilbarco, Veeder-Root or Gasboy information that appears on EXTRANET.

2.7 "EXTRANET Confidential Information" shall mean any information displayed on EXTRANET after entering EXTRANET.

2.8 "Unauthorized User" shall mean any person or company using EXTRANET who has not agreed to all of the terms of this Agreement, who has not been issued a password or user ID directly by the Host Company or Authorized Company's Site Administrator to enter the EXTRANET gateway.

2.9 "Technical Documentation" shall include, but is not limited to, documents that blueprint the layouts, specifications, photographs, designs, or instructions describing installation, programming, commissioning, operation, repair, or retrofit of Gilbarco Inc. products.

2.10 "EXTRANET Document" shall mean any page or collection of information that can be viewed on

EXTRANET.

- 2.11 "Part" shall encompass any product listed on a particular feature of EXTRANET for sale or for purchase.
- 2.12 "New Part" shall mean any Part listed on a particular feature of EXTRANET that is from factory; that has an original, unbroken Gilbarco seal; that has never been used; that is undamaged; and that is shipped with original Technical Documentation.
- 2.13 "Remanufactured Part" shall mean any Part listed on a particular feature of EXTRANET that is rebuilt by Gilbarco Inc. to like new condition, and that has not been put into service since being rebuilt, and is shipped with proper Technical Documentation.
- 2.14 "Used Part" shall mean any Part, other than new or remanufactured, listed on a particular feature of EXTRANET that may or may not be functional, and may or may not be in the condition to be rebuilt.
- 2.15 "Authorized Individual" shall mean a person employed by a company that has signed an agreement or a contract to do business with Gilbarco Inc., The Veeder-Root Company Inc., and/or Gasboy International LLC, and said agreement or contract is still in force. Authorized Individual has been permitted by the Host Company to use the EXTRANET.

3. Authorized Use Only

- 3.1 No Unauthorized User shall use EXTRANET.
- 3.2 Users must logoff of EXTRANET when leaving their access unsupervised.
- 3.3 Users and Authorized Companies shall ensure that no Unauthorized Users obtain access or use their user ID and password to obtain access to EXTRANET.
- 3.4 User/Authorized Company may set up and give user IDs and passwords only to its company paid employees under the Gatekeeper feature of EXTRANET by assigning a Site Administrator to distribute and manage access to EXTRANET within the User/Authorized Company.
- 3.5 The Site Administrator and Authorized Individual will be bound to the terms of this contract.
- 3.6 The Site Administrator will be responsible for immediately deactivating or canceling passwords assigned to personnel who are no longer in need of EXTRANET access or are no longer working for the Authorized Company.
- 3.7 The Site Administrator will be responsible for all actions on EXTRANET by employees to whom a password and user ID was assigned.
- 3.8 The Authorized Company and Site Administrator will be jointly and severally liable for all Users' actions on EXTRANET that are in breach of this Agreement.

4. Confidentiality

- 4.1 Disclosure. User shall not disclose or disseminate EXTRANET Confidential Information to anyone who is not an Authorized User. Exceptions to this provision will be EXTRANET Confidential Information that:

is or becomes available to the public through no breach of this Agreement or through no breach of the rights of Gilbarco Inc., The Veeder-Root Company Inc., and/or Gasboy International LLC; or

is lawfully obtained from a third party without restriction and without breach of this Agreement or any other agreement; or

is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the Host Company receives adequate notice to allow it to request a protective order and the receiving party reasonably cooperates with the efforts of the Host Company to receive a protective order.

- 4.2 Duration. The obligations hereunder with respect to each item of Confidential Information shall survive any termination or expiration of this Agreement.

5. Intellectual Property Protection

- 5.1 Ownership. The Host Company owns all Intellectual Property (IP) displayed in EXTRANET. IP is defined as information displayed in EXTRANET expressed in words, data, photographs, drawings, charts, illustrations or animation unless the displayed information is clearly marked as: property, to include but without limitation, a copyright, trademark, service mark, and or patent of another company. (see section 2.6)

5.2 Rights. All Intellectual Property rights are reserved unless expressly granted in this Agreement. No Authorized User or Authorized Company shall use, modify or reproduce Intellectual Property without the express written consent of Gilbarco Inc., or The Veeder-Root Company Inc., and/or Gasboy International LLC. Host Company copyright information shall be unaltered and displayed prominently on all materials from EXTRANET that are available for reproduction or distribution in any medium. All trademarks service marks and/or copyright superscripts must be properly displayed on a downloaded or distributed materials.

6. Disclaimer of Warranties

6.1 This Agreement in no way obligates the Host Company to make EXTRANET available. The Host Company can suspend or cancel EXTRANET at any time without notice.

6.2 UNLESS OTHERWISE STATED IN THIS AGREEMENT, GILBARCO INC. MAKES, AND USER/AUTHORIZED COMPANY RECEIVES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE, OR WARRANTY OF ASSUMPTION OF RESPONSIBILITY TO USER/AUTHORIZED COMPANY FOR USE OF EXTRANET.

7. Limitation of Liability

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN OR IN ANY COMPANY WARRANTY ACCOMPANYING EXTRANET, GILBARCO INC. WILL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES SUFFERED BY USER, USER'S CUSTOMERS, OR OTHERS ARISING OUT OF OR RELATED TO THE USE OF EXTRANET FOR ANY CAUSES OF ACTION INCLUDING, BUT NOT LIMITED TO: TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, AND/OR BREACH OF WARRANTY, EVEN IF GILBARCO INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnification.

Unless otherwise stated in this Agreement, the User/Authorized Company will indemnify Gilbarco Inc. for any third party claims brought against Authorized User/Authorized Company or Gilbarco Inc. that arise out of Authorized User's/Authorized Company's negligent, gross negligent or intentional use of EXTRANET, to include misappropriation.

9. Accuracy of Data

The Host Company shall not be responsible for the accuracy of the data entered into EXTRANET by third party users. The Host Company shall use its best efforts to ensure that data entered onto EXTRANET, to include but without limitation--parts and pricing are current and accurate. User/Authorized Company shall ensure that all information entered into a particular feature of EXTRANET by User/Authorized Company shall be accurate and truthful. The Host Company shall have the right to modify any information listed on EXTRANET at any time--without notice to User/Authorized Company.

10. Purchase/Sale of goods using particular feature of EXTRANET

10.1 SELLER's OBLIGATIONS

10.1.1 Seller shall assume all responsibility for shipping of Part to buyer in time agreed upon between buyer and seller.

10.1.2 Seller must agree to ship part to buyer; risk of loss is not passed from seller to buyer until the Part arrives at buyer's facility.

10.1.3 Seller warrants to buyer that the Part to be shipped is in the condition described in the Part's description

10.1.4 All refunds shall be based on the seller's standard policy.

10.2 BUYER's OBLIGATIONS

10.2.1 Buyer shall be responsible for being informed of the seller's refund and sales policies.

10.2.2 Buyer shall pay seller according to the seller's sales policy once the buyer accepts the Part.

10.2.3 If purchasing spares Parts from Gilbarco through a particular feature of EXTRANET, User/Authorized Company must go to the Order Inquiry menu to ensure that the order was processed and to learn the status of the order.

GILBARCO's LIMITED LIABILITY If Gilbarco is not the buyer or the seller in a transaction taking place using a

particular feature of EXTRANET, then:

- (i) Gilbarco shall have no liability to buyer or seller for Parts transferred between buyer and seller; and
- (ii) Gilbarco shall not become involved in any litigation or proceeding between buyer and seller.

11. Damages

User/Authorized Company shall be liable to Gilbarco for all direct and consequential damages for breach of this Agreement.

12. Alteration of Documents

Unless otherwise stated in this Agreement, the User/Authorized Company shall alter no Gilbarco EXTRANET Document once downloaded.

12.1 Document Distribution. User/Authorized Company, Authorized Individual agrees not to distribute Technical Documentation to Gilbarco Competitors and shall use its best efforts to ensure compliance with this provision. If User/Authorized Company, Authorized Individual distributes Technical Documentation to a contractually obliged third party, the User/Authorized Company, Authorized Individual shall ensure in writing with the signature of the third party, that the third party will comply with this provision.

12.1.1 User/Authorized Company, Authorized Individual shall ensure that all safety, warranty, and legal information are included with any Technical Documentation that is distributed.

12.2 Authorized Use of Documentation.

12.2.1 Technical Documentation can be used, viewed, read, and downloaded only by Gilbarco authorized customers, contractors, sub-contractors, sales personnel, distributors, and third parties specifically engaged by any of the above entities.

12.2.2 Technical Documentation may not be used:

- i. for any competitive purpose with Gilbarco.
- ii. in a manner that confuses Gilbarco customers, including, but not limited to portraying that Authorized Company's products and/or services are manufactured and/or provided by Gilbarco, and/or portraying that Authorized Company is owned by Gilbarco.
- iii. on any web sites displaying and/or promoting lewd and/or lascivious material.

12.2.3 Technical Documentation that is no longer needed or in use shall be destroyed.

12.3 Current Documentation.

12.3.1 Gilbarco shall use its best efforts to make available the latest version of Technical Documentation.

12.3.2 It is the User's/Authorized Company's, Authorized Individual's responsibility to access EXTRANET to obtain the latest version of Technical Documentation.

12.4 **DISCLAIMER OF LIABILITY** If Gilbarco updates a document but User/Authorized Company, Authorized Individual does not comply with section 2.2 or 3.2 above, Gilbarco shall not be responsible for any damages arising from further use of the older versions of the document.

13. Term and Termination.

13.1 Term. This Agreement shall remain in effect unless terminated by Gilbarco or User/Authorized Company or Authorized Individual in accordance with provisions 12.2, 12.3, or 12.4.

13.2 Gilbarco Termination. Gilbarco may terminate this Agreement if User/Authorized Company, Authorized Individual is misusing EXTRANET and/or is not abiding by the terms of this Agreement. Gilbarco may also terminate this Agreement with written notice to User/Authorized Company, Authorized Individual without cause.

13.3 User Termination. User may terminate this Agreement if User/Authorized Company, Authorized Individual issues Gilbarco a written notice of the intent to terminate sixty (60) days in advance of termination.

13.4 Either Party Termination. Either party may immediately terminate this Agreement without cause if the other party makes a general assignment for the benefit of creditors, a receiver is appointed for such party, or a petition for bankruptcy or corporate reorganization under any bankruptcy or similar law is filed by or against such other party or the party's company is dissolved for any reason.

13.5 Effect of Termination. Upon the effective date of any termination of this Agreement, the rights granted herein shall terminate. Within ten (10) business days of the effective date of any termination of this Agreement, User/Authorized Company, Authorized Individual shall return to Gilbarco any information received from Gilbarco via EXTRANET. **USER/AUTHORIZED COMPANY AUTHORIZED INDIVIDUAL SHALL ALSO CANCEL/DEACTIVATE ALL PASSWORDS AND USER IDs ISSUED UNDER THIS AGREEMENT.**

14. Miscellaneous

14.1 **Survivability.** Sections 4, 5, 7, and 8 of this Agreement shall survive any termination of this Agreement.

14.2 **Force Majeure.** Gilbarco shall not be liable for failure to fulfill its obligations under this Agreement; to include but without limitation, Gilbarco shall not be responsible for EXTRANET downtime, or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, man-made or natural disasters, earthquakes, fire, riots, flood, material shortages, strikes, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

Notices. Any notice, communication or statement relating to this Agreement shall be in writing and sent by overnight courier or by certified mail or registered mail, return receipt requested and postage prepaid, or by verified facsimile transmission to the address set forth below. Notices will be deemed effective on the earlier date of actual receipt or three days after mailing as just described.

Gilbarco, Inc, 7300 Friendly Avenue, P.O. Box 22087, Greensboro, NC 27420, ATTN: Gilbarco Web Master

14.4 **Waiver.** Any waiver of any kind by a party of a breach of this Agreement must be in writing, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by a party shall not impair any right, power or remedy which either party may have with respect to a future breach or default.

14.5 **Severability.** If it is determined by a court of competent jurisdiction as part of a final non-appealable ruling, government action or binding arbitration that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms. To the extent any provision (or part thereof) cannot be enforced in accordance with the stated intentions of the parties, such provision (or part thereof) shall be deemed not to be a part of this Agreement; provided that in such event the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Agreement.

14.6 **Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of North Carolina without regard to its conflict of laws principles. North Carolina will be the State of forum for any action brought as a result of this Agreement.

14.7 **Subsections.** Unless otherwise provided in this Agreement, all of the provisions above (sections 1 through 13) are in effect and must be abided by for all of EXTRANET. Subsections of this Agreement pertaining to particular features of EXTRANET are provided subsequently, and must be carefully read before accepting the terms of this Agreement.

15. Entire Agreement

This is a complete Agreement that will extend and apply to all future services that become incorporated into EXTRANET. Gilbarco reserves the right to modify this agreement at any time and without prior notice. Acceptance of this Agreement is part of the procedure for entry into the EXTRANET. It is the User's responsibility to read this Agreement each time it appears on the EXTRANET site before agreeing or rejecting the terms contained herein.