



COD AGREEMENT

I understand the following and agree to:

1. Customer represents that its financial condition is satisfactory and can meet all financial obligations.
2. Customer agrees to notify Michigan Petroleum Technologies of any changes in ownership of our company or all of its assets.
3. I understand if payment is not made prior to or upon delivery, deliveries may be suspended until payment is made.
4. If Customer defaults on payment of any outstanding invoices, Customer agrees to pay attorney fees and collection expenses incurred as a result of default. If any dispute is brought concerning the terms of this Agreement, product sold by MPT or for collection on the account, the parties agree that venue for such action shall be in St. Clair County, Michigan. If Customer files any counter claim against MPT and MPT prevails on such counterclaim, Customer also agrees to pay the costs and attorneys fees incurred by MPT in responding to Customer's claims.
5. MPT accepts credit cards for your convenience. However, a 3.5% fee will be added to the amount processed on your credit card payments. This fee may be subject to change with any fee changes.
6. There will be a \$25.00 fee charged for NSF checks. Upon receipt of an NSF Check, MPT reserves the right to place the account on a cash only status. MPT does not accept post-dated checks.
7. All applicable taxes will be applied to invoices until tax exemption certificates are received.
8. Customer hereby grants permission to MPT and its employees to enter upon the property for the purposes of providing product, services or checking product levels.
9. Customer agrees and acknowledges that it is Customer's responsibility to examine and maintain all equipment, including but not limited to tanks, pumps, hoses, reels and barrels. MPT is under no obligation to maintain any equipment used by Customer. Customer agrees to waive any claims it may have against MPT, and defend, hold harmless and indemnify MPT from any claims of third parties if it fails to maintain the equipment in working order. Customer assumes all risk with regard to all such equipment and is responsible to notify MPT of any problems or concerns with regard to the equipment.
10. I acknowledge that I am authorized to execute this COD agreement on behalf of the Customer.

X

Signature	Print Name	Title	Date
Company Name	Account Number	Driver's License Number	

Approved by Michigan Petroleum Technologies, Inc.

Michigan Petroleum Signature	Date
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Michigan Sales and Use Tax Certificate of Exemption

INSTRUCTIONS: DO NOT send to the Department of Treasury. Certificate must be retained in the seller's records. This certificate is invalid unless all four sections are completed by the purchaser.

SECTION 1: TYPE OF PURCHASE

- A. One-Time Purchase
Order or Invoice Number: _____
- B. Blanket Certificate. Recurring Business Relationship
- C. Blanket Certificate
Expiration Date (maximum of four years): _____

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

- All items purchased.
- Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

- For Lease. Enter Use Tax Registration Number: _____
- For Resale at Retail. Enter Sales Tax License Number: _____

The following exemptions DO NOT require the purchaser to provide a number:

- Agricultural Production. Enter percentage: _____%
- Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).
- Contractor (must provide *Michigan Sales and Use Tax Contractor Eligibility Statement* (Form 3520)).
- For Resale at Wholesale.
- Industrial Processing. Enter percentage: _____%
- Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).
- Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form).
- Rolling Stock purchased by an Interstate Motor Carrier.
- Qualified Data Center
- Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name	Type of Business (see codes on page 2)
Business Address	City, State, ZIP Code
Business Telephone Number (include area code)	Name (Print or Type)
Signature and Title	Date Signed

Instructions for completing *Michigan Sales and Use Tax Certificate of Exemption (Form 3372)*

Purchasers may use this form to claim exemption from Michigan sales and use tax on qualified transactions. It is the Purchaser's responsibility to ensure the eligibility of the exemption being claimed. All claims are subject to audit. Non-qualified transactions are subject to tax, statutory penalty and interest.

Sellers are required to maintain records, paper or electronic, of completed exemption certificates for a period of four years. Michigan does not issue "tax exempt numbers" and a seller may not rely on a number for substitution of an exemption certificate. Other documentation that sellers in the State of Michigan may accept are the Uniform Sales and Use Tax Certificate approved by the Multistate Tax Commission, the Streamlined Sales and Use Tax Agreement Certificate of Exemption, the same information in another format from the purchaser, or resale or exemption certificates or other written evidence of exemption authorized by another state or country.

SECTION 1:

Place a check in the box that describes how you will use this certificate.

- A) Choose "One-Time Purchase" and include the invoice number this certificate covers.
- B) Choose "Blanket Certificate" if there is a "recurring business relationship." This exists when a period of not more than 12 months elapses between sales transactions between the seller and purchaser.
- C) Choose "Blanket Certificate" and enter the expiration date (maximum four years) when there is a period of more than 12 months between sales transactions.

Print the vendor's name and address in the area provided.

SECTION 2:

Place a check in the box for "All items purchased" or choose "Limited to" and list the items that are covered by the exemption claim.

SECTION 3:

Place a check in the box that applies and provide the additional information requested for that exemption. The exemptions listed are the most common. If the exemption you are claiming is not listed use "Other" and enter the qualifying exemption.

SECTION 4:

Use the number that describes your business or explain any other business type not provided.

01	Accommodations	10	Utilities
02	Agricultural	11	Wholesale
03	Construction	12	Advertising, newspaper
04	Manufacturing	13	Non-Profit Hospital
05	Government	14	Non-Profit Educational
06	Rental or leasing	15	Non-Profit 501(c)(3) or 501(c)(4)
07	Retail	16	Qualified Data Center
08	Church	17	Other
09	Transportation		

Print the name of the business, address, city, state and ZIP code. Sign and provide your title (i.e. owner, president, treasurer, etc.). Provide your printed name and date the certificate.

DO NOT SEND THIS EXEMPTION CERTIFICATE TO THE DEPARTMENT OF TREASURY.