

The Seller agrees to fill all orders with reasonable promptness, but shall not be held responsible for losses resulting from delays in filling orders or making delivery by reason of partial or total interruption of transportation, fires, strikes, differences with workmen, interference of civil or military authority, or any causes beyond its control.

Seller reserves the right to reject this order because of unsatisfactory financial rating of purchaser or for any other reason which it deems sufficient.

It is expressly agreed that the prices stipulated on reverse side to be paid by said Buyer are based upon freight rates in force at date hereof between Seller's refineries and Seller's distributing station from which shipment is made, and that if during the remainder of this contract the said freight rates do increase or decrease, then and in that case there shall be added to or deducted from the prices stipulated on reverse side on all deliveries made thereafter, a sum equal to any such increase or decrease in freight rates, figured to the nearest tenth of a cent per gallon or per pound.

It is also agreed that the price named by Seller is made with the understanding that any internal revenue tax, war tax, import, export, impost, tonnage, shipping or other charge, or tax of any kind, effective at the present time or hereafter made effective (except current taxes levied by governmental authority of this country, and which are at present in force) and levied by any governmental authority on the product, on the product container, on the transportation of the product, or on the contract or agreement, price, profits or any matter connected therewith, shall be added to the price furnished, and paid by the Buyer; unless Buyer elects to waive the right to demand delivery of the product, or unless Seller elects to pay same, or in event that by reason of war conditions, Seller cannot deliver said product under normal freights, insurance and other costs, it will not be obligated to make delivery of said product.