

Ramos Oil Company
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Off-Road Methanol / Race 110 Gasoline Agreement

Off-Road Methanol/Race 110 Gasoline sold under this agreement may not lawfully be dispense into on-road motor vehicle fuel tanks in California. Buyer declares under penalty of perjury that he/she/it will not sell, offer for sale, supply or transfer the fuel for dispensing or dispense the fuel, into on-road motor vehicle fuel tanks in California or into storage facilities where said Off-Road Methanol/Race 110 Gasoline could be sold, offered for sale, supplied, transferred or dispensed into on-road motor vehicle fuel tanks in California.

Buyer agrees to indemnify and hold harmless seller against, and in respect of, any claims, losses, expenses, costs, obligations, and liabilities they may incur by reason of Buyers' breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this agreement.

Ramos Oil Company by providing a copy of this document to buyer of Off-Road Methanol/Race 110 Gasoline is providing due notice of the restrictions included herein. In doing so, Ramos Oil Company hereby disclaims any responsibility for Buyers' illegal use of said fuel. Buyer in accepting a copy of this document is hereby acknowledging receipt of the contents of this notice therein and understands that he/she/it is responsible for following the stated restrictions.

Ramos Oil Company

Buyer Signature

Buyer Name Printed

Address

City, State, Zip Code

Phone Number

Date: _____

Date: _____

Customer Number: _____



**DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES
IN CONNECTION WITH THE PURCHASE AND SALE OF METHANOL**

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF

Ramos Oil Company, a California corporation ("ROC"), offers on a limited basis the sale of methanol (the "Product"). In respect thereto:

1. ROC does not endorse or recommend the appropriate uses to which the Product may be put. It is Customer's decision regarding the appropriate lawful use of the Product.
2. ROC is informed that the Product is carefully tested and inspected before it leaves its point of manufacture and that it meets its manufacturer's specifications at that time. As it is impossible to always detect imperfections, it is Customer's obligation to conduct the necessary and appropriate test or inspections to ensure the Product is suitable for Customer's intended use. Under no circumstances is ROC responsible for any damages beyond the price actually paid ROC for the Product. No damages or charges of any kind, either for labor, expenses, testing or replacement of damaged property, or otherwise suffered or incurred by Customer in connection therewith, will be allowed. The only warranty ROC gives for which ROC may in any way be liable, is to replace the Product as proved defective.
3. **ROC MAKES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE PRODUCT THAT ARE NOT CONTAINED IN THIS WRITING.**
4. In purchasing the Product Customer agrees this writing is a complete and exclusive statement of the understanding of ROC and Customer, and there are no other understandings, agreements, or representations, express or implied, not specified herein regarding Product quality or suitability for purpose.

DATED: _____

CUSTOMER ACCOUNT NAME: _____

ADDRESS: _____

SIGNATURE: _____ PRINTED NAME: _____