

PETRO ON GO LLC

Advanced Terms & Conditions – Florida Mobile Fuel Delivery

1. SERVICES

Petro On Go LLC provides on-demand mobile delivery and transfer of gasoline, diesel fuel, and approved petroleum products within the State of Florida. Services are subject to safe site access, weather conditions, equipment functionality, regulatory compliance, and Company discretion.

2. CUSTOMER SITE & VEHICLE SAFETY REQUIREMENTS

Customer warrants vehicle is legally parked, engine off, no ignition sources within 25 feet, correct fuel type selected, and tank is in safe condition. Company is not responsible for pre-existing defects, leaking tanks, modified systems, or contaminated fuel systems.

3. WRONG FUEL SELECTION CLAUSE

Customer bears full responsibility for selecting correct fuel type. If incorrect fuel is selected and dispensed, Customer assumes all repair costs and no refund shall be issued.

4. TITLE TRANSFER & RISK OF LOSS

Title and risk transfer immediately upon completion of fuel transfer into the designated tank or container.

5. SPILL & ENVIRONMENTAL LIABILITY

Company complies with Florida Statutes Chapter 206, 49 CFR Parts 100–185, Florida Fire Prevention Code, and applicable DEP regulations. If spill occurs due to unsafe customer property or damaged tank, Customer is responsible for cleanup costs, fines, and third-party damages.

6. FORCE MAJEURE

Company shall not be liable for failure to perform due to hurricanes, flooding, government action, fuel shortages, terminal closures, civil unrest, or acts of God.

7. LIMITATION OF LIABILITY

Company's total liability shall not exceed the amount paid for the specific delivery. No liability for consequential damages, lost profits, downtime, towing, or punitive damages.

8. INDEMNIFICATION

Customer agrees to defend and hold harmless Petro On Go LLC from claims arising from negligence, incorrect fuel selection, unsafe delivery sites, or improper containers.

9. PAYMENT TERMS & CHARGEBACK PROTECTION

Payment due at time of service unless credit terms approved. In disputes or chargebacks, fuel delivered constitutes goods transferred. Customer responsible for collection costs and attorney fees.

10. COMMERCIAL FLEET ADDENDUM

Fleet customers agree to maintain safe fueling environments and indemnify Company for damages caused by employee mislabeling or unsafe site conditions.

11. GOVERNING LAW & VENUE

Agreement governed by laws of the State of Florida. Venue lies exclusively in Brevard County, Florida.

12. ACCEPTANCE OF TERMS

By requesting or accepting fuel delivery, Customer acknowledges and agrees to these Terms & Conditions.