



**BID INVITATION/
CONTRACT FOR SALE OF MATERIALS**

Originating Valero Company: ┌ └	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">File or Reference No:</div> <div>Mail Bid To: Thomas Jones Post Office Box 696000 San Antonio, Texas 78269-6000 ATTN: Investment Recovery-</div>	Bids Must Be Received No Later Than:
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Location of Material:	To Inspect Material, Contact:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Telephone:</div> <div>Buyer must remove material from our property within days after bid is accepted.</div>
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ITEM	QUANTITY	DESCRIPTION	PRICE PER UNIT
		We invite you to bid on the material listed below subject to the attached General Conditions as well as any special conditions or other addenda attached hereto by the selling Valero company.	

Signature:		Telephone:
Tax Exempt Certificate (if applicable):	<input type="checkbox"/> NO BID Check here if you do not wish to bid.	Date:

DO NOT WRITE BELOW THIS AREA
RETURN THE ORIGINAL BID SHEET AND RETAIN A COPY FOR YOUR RECORDS

SALES NOTIFICATION	A copy of the Bid completed below and returned to Bidder, serves as a Sales Order. We accept bid for:	<input type="checkbox"/> All Items	<input type="checkbox"/> Only Item(s) No:	Total: \$
TERMS OF PAYMENT			Company:	
Make Check Payable To:			By: Thomas Jones	
<input type="checkbox"/> Mail to the address above, ATTN: Treasury Department			<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Authorized Agent</div> Date:	
<input type="checkbox"/> Deliver to custodian at time material is picked up			MDR NO:	RMDO NO:

GENERAL CONDITIONS APPLYING TO ALL BIDS AND SALES

As used herein, the term "Agreement" means this Bid Invitation/Contract for the Sale of Materials, once executed by Buyer and Seller, including the General Conditions, Special Conditions and any other terms and conditions contained in any addenda attached hereto and referenced in the main body of the Bid Invitation. The term "Seller" means the Originating Valero Company identified above. The term "Buyer" means the person or entity identified above as the bidder/buyer. This Agreement does not include any terms and conditions contained in any separate invoices, bids or proposals submitted by Buyer except and only to the extent the same are specifically incorporated herein by reference. No terms in any of Buyer's forms which purport to limit Buyer's liability or waive or limit any of its insurance, indemnification or warranty obligations hereunder shall be of any force or effect.

1. Seller makes NO WARRANTY OF MERCHANTABILITY OR SUITABILITY WITH RESPECT TO THE MATERIALS COVERED HEREBY, ALL OF WHICH ARE SOLD ON AN "AS IS AND WHERE IS" BASIS. THERE IS NO WARRANTY THAT MATERIALS SOLD HEREUNDER SHALL BE FIT FOR ANY PARTICULAR PURPOSE NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT THAT SELLER HAS GOOD RIGHT AND TITLE TO SELL.
2. Payment is to be made by cashier's check to Seller and delivered to its custodian of materials, unless otherwise indicated on the front side. Weight tickets, when required, are to be furnished at Buyer's expense from public scales mutually agreed upon, and are to be presented to Seller's custodian of material. When the exact amount due is contingent upon material being weighed or measured, payment shall be required based on the estimated value of material; balance shall be paid when exact amount due is determined. If there is a balance due and/or an overpayment made, which does not exceed \$20, no adjustment will be made to either party.
3. SELLER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS THEREOF, AND THE QUANTITY AND DESCRIPTION OF SUCH MATERIAL MAY OR MAY NOT BE ACCURATE. THEREFORE, SELLER RECOMMENDS THAT BUYER INSPECT THE MATERIALS PRIOR TO SUBMITTING A BID, AND DETERMINE FOR HIMSELF THE ACCURACY AND COMPLETENESS OF THE QUANTITY AND DESCRIPTION.
4. Title to material covered hereby shall pass to Buyer upon Buyer's removal of the same from Seller's premises, or upon such earlier date a Buyer makes payment in full therefor; however, Seller assumes no liability or responsibility for storage of any materials or for any damage or loss to the materials from and after the date of this Agreement.
5. Buyer assumes all risk connected with the removal of the material covered hereby, including compliance with all applicable laws and regulations, and any risk associated with the subsequent possession and use thereof.

Buyer shall maintain at all times while work is being performed at any Valero facility the following insurance coverages, with insurers satisfactory to Seller and with limits not less than those specified:

A. (1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000 each occurrence
B. Commercial General Liability coverage endorsed to provide (i) contractual liability assumed under this Agreement; (ii) Property damage arising from losses resulting from Explosion, Collapse, and Underground Damage; and (iii) Products and Completed Operations	\$500,000 combined single limit
C. Automobile Liability, endorsed to cover all Owned, Non-Owned, hired, and leased automobiles	\$500,000 combined single limit
D. Umbrella Coverage	\$1,000,000 combined single limit bodily injury and property damage in excess of the employer's liability, commercial general liability and automobile liability coverages described above, with coverage that will "drop down" for exhausted aggregate limits under the above liability policies or where the above liability policies do not provide coverage

Prior to commencing any work, Buyer shall furnish Seller with a Certificate of Insurance evidencing that the above minimum coverages are in effect, and replacement certificates shall be furnished for all renewals of such insurance. Such insurance shall name Valero Energy Corporation, its affiliates, and their respective directors, officers, employees, agents, and

representatives as additional insured(s). Buyer shall provide to Seller, or require its insurer to provide to Buyer, written notice of cancellation or adverse material change in such insurance; such cancellation or change will not be effective as to Seller until thirty (30) days after written notice is received by Seller.

Such insurance shall be endorsed to provide that the coverages afforded the additional insured(s) under the policies shall be primary over, and not contributory with, any insurance maintained by the additional insureds; if the additional insured(s) has other insurance which is applicable to a loss, such other insurance shall be on an excess or contingent basis. The amount of Buyer's, its contractors', or subcontractors' insurance shall not be reduced by the existence of insurance of Seller.

Buyer shall require that all policies in any way related to any work and maintained by Buyer, as well as all its contractors or subcontractors, shall include clauses providing each underwriter agrees to waive its rights of subrogation against Seller. In the event Buyer maintains liability insurance with limits exceeding the minimum limits required herein, such limits in excess of the limits required shall inure to the Seller's benefit. The limits of liability shown for each type of insurance coverage to be provided by Buyer pursuant hereto shall not be deemed to constitute a limitation of Buyer's liability for claims hereunder.

In the event Buyer engages contractors or subcontractors for all or a portion of any work, Buyer shall require any and all such contractors or subcontractors to also assume all of the duties, obligations, and requirements of this section.

6. Buyer shall require such contractors or subcontractors to provide Seller with Certificates of Insurance evidencing compliance with such insurance requirements and naming Seller as an additional insured.
7. Buyer shall pick up and remove materials at his expense, including dismantling if required. Material will be removed or dismantled during Seller's business hours, and completed within the time specified on the reverse side, or at such times as Seller, in its sole discretion, shall select.
8. Seller shall not be liable for Seller's failure to perform hereunder due to any contingency beyond its reasonable control, e.g., acts of God, fires, floods, wars, accidents, labor disputes, shortages, governmental laws, and any other unexpected or emergency situations, as may be so designated by Seller.
9. Buyer shall not assign its interest under this Agreement, in whole or in part unless Seller gives its prior written approval thereto; such approval will not be unreasonably withheld.
10. Seller shall have the right, on five days' written notice to Buyer, to terminate this Agreement (a) if performance by Buyer is not undertaken and completed within the time specified in this Agreement or within a reasonable time if no time is specified, or (b) if performance is otherwise not being carried out according to the provisions, terms, and conditions of this Agreement. In the event of such termination, Seller shall have no liability to Buyer.
11. One copy of this bid sheet should be mailed so as to be received no later than the bid due date indicated.
12. All inquiries covering this transaction should be directed to the Seller's office to which this bid is to be mailed.
13. Seller may accept the bid as to any item or group of items, unless the bidder qualifies his bid by specific limitation. An acceptance in writing, mailed (or otherwise furnished by Seller to the successful bidder) shall constitute a binding contract on the general condition herein provided; or if varied, as agreed to by Seller without further action by either party.
14. Seller reserves the right to reject any and all bids for any reason.