

not to exceed the Cost of Gasoline sold to date of withdrawal.

8. The party of the second part shall pay all light and power, water and sewer charges upon said devised premises.

9. The party of the first part's brand name is, *Hy-Pocket*. This brand name or one of the brand names that the party of the first part has registered with the State of South Carolina shall be maintained on all gasoline pumps and facilities. Advertising material if loaned by the party of the first part, shall be used solely for the sale of its products on the premises, shall remain its property and be returned upon termination of this contract. All advertising, including color schemes, or its products shall be subject to the party of the first part's approval.

10. The party of the first part shall not be liable for loss or damage due to delay or defaults in performance when the supplies or the facilities of production, manufacture, transportation, distribution or delivery contemplated by it are interrupted or unavailable by reason of any requirement or request of any governmental authority or person purporting to act therefor, wars, public disorders, acts of enemies, sabotage, strikes, fires, acts of God, accidents, or breakdowns whether or not preventable, or any cause beyond its control. The party of the first part shall not be required to remove such causes or replace the affected source of supply or facility if it shall involve additional expense or a departure from its normal procedures. The party of the first part shall not be required to make up deliveries omitted on account of such cause. In no event shall it be liable for the prospective profits or special, indirect or consequential damages.

If the party of the first part believes that for any reason there is or may be a shortage of supply of gasoline or may be unable to meet demands of all its customers of all kinds, the party of the first part shall have the privilege of allocating among such customers its available and anticipated supply in such manner as is fair and reasonable to all its customers.

11. The party of the first part shall not be liable for the death, personal injury or property damage arising out of (1) the use or condition of the premises or the equipment of facilities thereon, regardless of any defects therein, or (2) the storage and handling of products on the premises.

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