

COMMERCIAL CREDIT APPLICATION AND
TERMS OF SERVICE

BY AND BETWEEN: H & W PETROLEUM COMPANY, INC., (HEREINAFTER THE "COMPANY"), AND

APPLICANT: _____ ("APPLICANT")

STREET ADDRESS: _____

CITY: _____ STATE: _____ COUNTY: _____ ZIP: _____

PHONE: (_____) _____ FAX #: (_____) _____

DATE BUSINESS ESTABLISHED: _____ STATE INCORPORATED: _____

(BUSINESS TYPE) CORPORATION: _____ PARTNERSHIP/LLC: _____ PROPRIETORSHIP: _____

FEDERAL TAXPAYER ID _____ DUN & BRADSTREET #: _____

PRINCIPAL BUSINESS ACTIVITY _____ WEBSITE _____

OFFICERS, MEMBERS, AND OR OWNERS *(attach separate sheet if needed)*

NAME: _____ TITLE: _____

PHONE: (Direct Dial) _____ (Mobile): _____ E-MAIL _____

NAME: _____ TITLE: _____

PHONE: (Direct Dial) _____ (Mobile): _____ E-MAIL _____

NAME: _____ TITLE: _____

PHONE: (Direct Dial) _____ (Mobile): _____ E-MAIL _____

IS YOUR COMPANY A DIVISION OR SUBSIDIARY OF ANOTHER COMPANY? _____

IF YES, COMPLETE THE FOLLOWING:

PARENT COMPANY: _____ TAX ID # _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SERVICES TO BE PROVIDED: Mobile Fueling Bulk Fueling Lubricants Generator Services

Heavy Haul Other *(describe)* _____

ESTIMATED WEEKLY PURCHASES *(min/max, volume or \$)*: _____ *(or attach quote sheet)*

SALES OR FUEL TAX EXEMPTIONS *(attach copies of all certificates)*: _____

**UNTIL A TAX EXEMPTION CERTIFICATE IS PROVIDED, ALL TAXES WILL BE CHARGED AND IT WILL BE APPLICANT'S
OBLIGATION TO OBTAIN A REFUND OF ANY TAXES PAID**

Trade References

(1) **NAME:** _____ **PHONE #:** _____
ADDRESS: _____ **CONTACT PERSON:** _____
ACCOUNT #: _____ **HIGHEST ACCOUNT BALANCE:** _____

(2) **NAME:** _____ **PHONE #:** _____
ADDRESS: _____ **CONTACT PERSON:** _____
ACCOUNT #: _____ **HIGHEST ACCOUNT BALANCE:** _____

(3) **NAME:** _____ **PHONE #:** _____
ADDRESS: _____ **CONTACT PERSON:** _____
ACCOUNT #: _____ **HIGHEST ACCOUNT BALANCE:** _____

(4) **NAME:** _____ **PHONE #:** _____
ADDRESS: _____ **CONTACT PERSON:** _____
ACCOUNT #: _____ **HIGHEST ACCOUNT BALANCE:** _____

Bank References

(1) **NAME:** _____ **PHONE #:** _____
ADDRESS: _____
BANK OFFICER: _____ **ACCOUNT #:** _____

(2) **NAME:** _____ **PHONE #:** _____
ADDRESS: _____
BANK OFFICER: _____ **ACCOUNT #:** _____

Terms of Service

- 1) Terms are 10 days from date of delivery of service and/or product (hereinafter "Service"). Payments shall be made to Company in Fort Lauderdale, Florida or such other place as Company may from time to time direct. These Terms of Service shall apply to any Service provided by Company to subsidiaries or affiliates of Applicant.
- 2) Applicant agrees to pay all costs of collection of any past due balance, including but not limited to collection agency fees, attorney fees, court costs and expenses of collection incurred by Company in endeavoring to collect such past due balances. In the event of any dispute or legal action regarding the interpretation or enforcement of this Agreement or balances due, Applicant agrees to jurisdiction and venue in Broward County, Florida or Harris County, Texas or, as Company may elect.
- 3) Company may suspend Service at any time without notice for any reason, including without limitation non-payment or late payment of invoices. Company shall not be liable for any damages to Applicant or others resulting from suspension of Service. Applicant acknowledges that, due to nature of Company's business and industry practices, Service arrangements and prices are subject to change as conditions change.
- 4) Applicant acknowledges that the price for Service quoted to Applicant is based upon the minimum level of Service estimated by Applicant herein and that consistently lower Service requests by Applicant may require an increased price.
- 5) Applicant represents and warrants that it has lawful possession and control of the premises where Service is to occur and of the vehicles or other property ("Property"), if any, for which Service is provided, and authority for all related activities required for Company to provide Service. Applicant hereby grants Company the right to enter the premises and to access the Property as needed to provide Service and related activities. Applicant has and shall maintain at all times all permits and governmental approvals required for Company to provide Service and related activities in compliance with applicable laws, rules and regulations.
- 6) Company is authorized to verify Applicant's credit history and the other information provided by Applicant with private reporting and credit rating services, public agencies, existing and prior creditors, banks and any other source Company deems appropriate under the circumstances. Company is also authorized to confirm or update such information, including Applicant's then current financial condition at any time using any source Company deems necessary.
- 7) Applicant will have sole responsibility for proper use and storage of Property and of fuel, lubricants, chemicals and other products delivered by Company ("Products"), including full responsibility for fuel receptacles, vehicles and tank storage facilities and the premises upon which they are located, including without limitation, risk of loss; compliance with permits, laws, rules and regulations; spills or leaks; environmental obligations and requirements; clean-up and remediation. Applicant will indemnify and hold harmless Company and its employees, agents and representatives from all losses, damages, injuries, demands, expenses, claims, suits, fines, costs, fees, and any other liabilities resulting from or associated with Applicant's use of the Property and Products, except to the extent caused by Company's own gross negligence or willful misconduct. This provision shall survive termination of Service.
- 8) Applicant shall pay a service charge of \$50.00 on any returned check or other items. Payment can be made by credit card only if agreed to by Company in writing prior to Service. Company reserves the right to limit the amounts which can be paid by credit card or to refuse to accept credit card payments entirely.
- 9) Applicant acknowledges that the extension of credit to Applicant is at Company's sole discretion and that credit or the terms thereof may be withdrawn or changed at any time by Company. Invoices not paid when due will bear interest at a rate of one and one half percent per month or eighteen percent per annum, or such lesser maximum rate as is permitted by applicable law.
- 10) Applicant shall provide current financial statements and any other information as may be requested by Company from time to time.
- 11) Applicant shall pay all applicable taxes, including any taxes billed to Applicant by Company for which no Tax Exemption Certificates and/or other data confirming Applicant's qualification for tax exemptions are supplied to Company prior to Service.
- 12) These Terms of Service may not be modified except by a written instrument signed by an officer of Company.
- 13) The authorized representative of Applicant, by signing below, verifies that all of the information provided by Applicant in the Commercial Credit Application is true and correct and agrees to the Terms of Service outlined herein and any and all invoice terms. Provision of Service by Company at Applicant's request also constitutes agreement by Applicant to these Terms of Service.

ACCEPTED AND AGREED TO:

Applicant (Company Name): _____

Authorized Signature: _____

Name (of Signatory): _____ *(Printed or typed)*

Title: _____ **Date:** _____