



1818 Baxter Street, PO Box 35367
Charlotte, NC 28235
704-332-7755 704-377-1607 Fax

Date Rcvd: _____
Sales Rep: _____

CREDIT APPLICATION and AGREEMENT

I/WE (hereinafter "Customer" or "Applicant") herewith make application to NISBET OIL COMPANY. (hereinafter "NOC") for credit, or an increase reconfirmation of our existing account under this Credit Application and Agreement (hereinafter "Agreement"). The undersigned Applicant gives and grants NOC, or its agent, permission to verify or reverify all information stated herein at any time. Applicant hereby agrees that all credit granted and/or extended will be paid timely in accordance with NOC's normal terms. Applicant does affirm that all information is true and correct. **PLEASE ANSWER ALL QUESTIONS.** (if more space is needed, a continuation sheet may be attached)

Company Name _____ LLC Partnership Proprietorship Incorporated State _____
DBA: _____ Federal ID# _____ State Resale # _____
Address _____ City _____ State _____
Zip _____ Type of Bus _____ Years in Business _____

If less than one year, Previous Business name & address

_____ Payables Contact _____
Phone (____) _____ Fax (____) _____ E-Mail _____
Purchasing Contact _____ Phone (____) _____ Fax (____) _____
E-Mail _____ Has your company ever filed Bankruptcy? No Yes
What Chapter? _____ Date of Filing _____
Contractors License Number _____ Type of License _____

LIST ALL BANK ACCOUNTS AND PHONE NUMBERS

Co. Bank _____ Acct# _____ City _____ St _____
Phone (____) _____ Contact _____
Co. Bank _____ Acct# _____ City _____ St _____
Phone (____) _____ Contact _____

LOCAL BUSINESS CREDIT REFERENCES – PRIMARY SUPPLIERS

Name _____ City _____ St _____ Phone(____) _____
Fax(____) _____
Name _____ City _____ St _____ Phone(____) _____
Fax(____) _____

Name _____ City _____ St _____ Phone(____) _____
Fax(____) _____

Current Petroleum Supplier _____ Monthly Volume _____

Does Company own Real Property? No Yes address _____

LIST ALL OFFICERS OF COMPANY WITH TITLES

Name _____ SS# _____

Title _____

Home Address _____ City _____ St _____ Zip _____ Own Rent

Name _____ SS# _____

Title _____

Home Address _____ City _____ St _____ Zip _____ Own Rent

TERMS AND CONDITIONS OF SALE

The Customer fully understands and agrees to comply with the following terms and conditions of this Agreement.

- 1. DEFAULT AGREEMENT TO PAY. Signature states that Customer agrees to pay for products and/or services received from NOC.** Should the Applicant default on any obligation to NOC, the Applicant agrees as follows: (1) to pay all principal due; (2) to pay a late charge on all principal due and unpaid within the time period allowed by NOC, at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law in the event a Court should determine that this late charge is excessive or otherwise unenforceable; (3) to pay all attorneys fees and costs of collection, including but not limited to attorneys fees incurred in preparing and transmitting demand letters and other pre-litigation services, as well as litigation itself; (4) that this Agreement is executed and to be performed in Mecklenburg County, and therefore any litigation to enforce the terms of this Agreement will be filed in Mecklenburg County. In the event there is a conflict between the terms of this Agreement and the terms of any subsequent written agreement between the parties and/or NOC invoice and/or NOC statement provided to Applicant, the Applicant agrees to be bound by the terms of the subsequent document setting forth the monetary obligation of Applicant. In the event of any conflict between the terms of Applicant's purchase orders and this Agreement and/or any NOC invoice and/or NOC statement, Applicant agrees that the terms of the NOC document corresponding to the Applicant's purchase order will prevail (i.e., the terms of the NOC invoice and/or statement pertaining to delivery of the goods referenced in the purchase order will prevail over any conflicting terms contained in the purchase order.).
- 2. PAYMENT.** Unless otherwise agreed to in writing by NOC, the undersigned Customer agrees to the following terms in all credit transactions:
Lubricants deliveries: NET 30 Calendar days from date of delivery.
Motor Fuel deliveries: NET 10 Calendar days from date of delivery.
In the event said charges are not paid in accordance with the terms above, Customer agrees to pay NOC a service charge of One and One Half Percent (1.5%) per month on the unpaid balance and agrees to forfeit any and all volume discounts. Further, NOC can refuse further charges to Customer. This service is not an alternative performance provision.
- 3. ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT.** NOC is hereby authorized to pay and charge Customer's account electronically for properly supported charges due and owing NOC only. This authorization will remain in effect until revoked by Customer in writing, and until such notice is actually received, Financial Institution will be fully protected in honoring any such electronic transfer. This Agreement allows NOC to charge debits to Customer's account at frequent intervals for varying amounts. It is acknowledged and accepted that the debits owed to NOC will typically be paid on the due date or next business day. NOC will notify Customer by fax of any and all impending debits. **THERE WILL BE A \$50 CHARGE BY NOC FOR ANY ELECTRONIC TRANSFER RETURNED UNPAID.** In the event a debit is shown to be made erroneously, NOC agrees to correct such error immediately.

Financial Institution Name: _____ Branch: _____

Contact Person: _____ Phone Number: _____

Bank Routing Number: _____ Bank ABA Number: _____

Checking Account Number: _____

4. **TAXES.** Customer agrees to pay any and all applicable sales, excise, and use taxes. Customer agrees to provide NOC with any and all certificates that may allow Customer to be exempt from certain State and/or Federal sales, excise or use taxes.
5. **RECEIPT OF DELIVERIES.** Customer authorizes NOC to make requested and/or scheduled deliveries of its products whether or not Customer or Customer's representatives are present to sign the delivery invoice. Customer agrees to pay for all such delivered products under the terms and conditions more fully set forth.
6. **CREDIT SUSPENSION.** NOC reserves the right to suspend any and all of Customer's credit privileges without notice in the event that the terms and conditions are not met or kept by Customer as set forth herein.
7. **COLLECTION COSTS.** In the event Customer defaults in the terms of payment, NOC may recover from Customer all penalties and service charges including, without limitation, reasonable attorney's fees as set forth herein.
8. **CREDIT LINE.** NOC may, at its option, increase or decrease the Customer's credit limit.
9. **DISCLAIMER.** NOC reserves the right to photograph, videotape, and/or voice record Customer and/or Customer's agents and/or Customer's equipment utilizing NOC's facilities on NOC's property for the purpose of surveillance, advertising or any other activity deemed appropriate by NOC.
10. **LAW.** North Carolina law governs the terms and conditions set forth above.

Terms and Conditions above agreed to without exception.

Signed by **X** _____ Title _____ Date _____

Print Authorized Signatory Name _____

PERSONAL GUARANTEE

Have you ever filed Bankruptcy? No Yes, what Chapter? _____ Date of Filing _____

Signature States Signateur ("Guarantor") Personally Guarantees ("Guarantee") debts for the above Applicant. In consideration for the extension of any terms for payment of Applicant purchased by Applicant from NOC, the undersigned Guarantor agrees: (1) Guarantor is an officer and/or owner of Applicant; (2) Guarantor will act as a personal guarantor to NOC, and guarantee prompt payment of any and all obligations now or hereafter owed by Applicant to NOC, agreeing to make payment to NOC of all sums, including, but not limited to, late charges and attorney fees unpaid to NOC by Applicant upon the Applicant's default on any obligation to NOC and/or any filing of bankruptcy by Applicant; (3) liability will accrue under the Guarantee without notice to the undersigned; (4) Guarantor waives any and/or all rights to notice of action or inaction by NOC on any obligation owed by Applicant; (5) Guarantor waives any right to insist that NOC first seek recovery against the Applicant, or to pursue any other remedy, or seek recovery against any property owned by Applicant, prior to demanding payment upon and/or enforcing payment pursuant to the Guarantee; (6) that NOC will have no duty to advise Guarantor of any modification of terms to Applicant or to advise Guarantor of any information regarding Applicant's financial condition; (7) that NOC may enforce this Guarantee against Guarantor without proceeding against Applicant or anyone else; (8) that Guarantor agrees not to assert any claim that Guarantor may now or later have against Applicant for any payment or transfer that Guarantor is obligated to make to NOC under this Guarantee; (9) that Guarantor waives all subrogation or recovery rights; (10) that this Guarantee may not be revoked or rescinded if any balance remains owed and outstanding to NOC from Applicant; (11) that Guarantor will pay all attorney's fees and costs incurred in enforcing this Guarantee; (12) that any married Guarantor who signs this Guarantee hereby expressly agrees that recourse may be had against Guarantor's separate property for all obligations and/or liabilities hereunder. **The undersigned individual Guarantor, recognizing that his/her individual credit history may be a factor in the evaluation of the credit of the Applicant, hereby consents to and authorizes NOC, its nominees and assigns, to obtain and use a consumer credit report on the undersigned, now and from time to time, as may be needed in the credit evaluation and review process and waives any right or claim he/she would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.**

Signed by X _____ Print Name _____

Date _____

Delivery Information

Customer Name: _____

Phone: _____

Delivery Address: _____

Contact: _____

City, State, Zip: _____

Delivery Hours _____

County _____

Night Delivery Yes No

Carrier _____

Directions / Special

Instructions _____

Tank Sizes:	Above Ground	Under Ground	Above Ground	Under Ground
Diesel(on-road)	_____	_____	LF _____	_____
Diesel(off-road)	_____	_____	Plus _____	_____
K-1 (Clear)	_____	_____	Prem. _____	_____
Kerosene(Dyed)	_____	_____	Other _____	_____

Are all tanks labeled NON-HWY USE ONLY?

Yes No

Does customer have a pump?

Yes No

All tanks or drops clearly labeled to identify product?

Yes No

UST PERMIT - Required

Facility ID# _____

Certificate # _____

Expiration

Date _____