



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 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 to the best of your ability. Please sign and date the final page and return to Nisbet Oil Company via fax (704) 377-1607 or email (hfreitas@nisbetoil.com).

General Information

Company Name: _____ LLC / Partnership / Proprietorship / Incorporated State: _____

DBA: _____ Federal ID#: _____ State Resale #: _____

Address: _____ City: _____ State: _____ Zip: _____

County: _____ Are you inside the city limits? Yes / No

Type of Bus: _____ Years in Business: _____

If less than one year, Previous Business name & address:

Contact Information

Accounts Payable Contact: Mr. / Mrs. _____

Phone: (____) _____ Fax (____) _____ E-Mail: _____

Purchasing Contact (If different from Accounts Payable Contact): _____

Phone: (____) _____ Fax (____) _____ E-Mail: _____

Has your company ever filed Bankruptcy? Yes / No

What Chapter: _____ Date of Filing: _____

Contractors License Number: _____ Type of License: _____

Officers of the Company and Titles

Name: _____ SS#: _____ Title: _____

Home Address: _____ City: _____ ST: _____ Zip: _____

Name: _____ SS#: _____ Title: _____

Home Address: _____ City: _____ ST: _____ Zip: _____

Name: _____ SS#: _____ Title: _____

Home Address: _____ City: _____ ST: _____ Zip: _____

Bank Accounts and Contacts

Bank: _____ Acct#: _____ City: _____ ST: _____

Phone: (____) _____ Contact: _____

Bank: _____ Acct#: _____ City: _____ ST: _____

Phone: (____) _____ Contact: _____

Bank: _____ Acct#: _____ City: _____ ST: _____

Phone: (____) _____ Contact: _____

Local Business Credit References

Name: _____ City: _____ ST: _____

Phone: (____) _____ Fax: (____) _____

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: _____

Address: _____

Address: _____

Address: _____

Address: _____

Address: _____

Delivery Information

Customer Name: _____

Phone: _____

Delivery Address: _____

Contact: _____

City, State, Zip: _____

Delivery Hours: _____

County: _____

Night Delivery Possible: Yes No

Carrier: _____

Drop Location Locked: Yes No

Instructions:

Tank Sizes:

Above
Ground

Under
Ground

Above
Ground

Under
Ground

Diesel (on-road)

_____K

_____K

Reg.

_____K

_____K

Diesel (off-road)

_____K

_____K

Plus

_____K

_____K

K-1 (Clear)

_____K

_____K

Prem.

_____K

_____K

Kerosene (Dyed)

_____K

_____K

Other

_____K

_____K

Are all tanks properly labeled with approved decals? Yes No

Are tanks and drops clearly labeled to identify product? Yes No

UST PERMIT – Required for Underground Tanks

Nisbet Oil Company must have a copy of a valid UST permit on file at all times or delivery cannot be made.

Facility ID# _____

Certificate # _____

Expiration Date _____

Please include a copy of your UST permit with this application or fax your UST permit to (704) 377-1607.

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:

Gasoline & Diesel Deliveries from Terminal: NET 10 Calendar days from date of delivery.
Small Diesel Deliveries from NOC Yard: NET 30 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.

Authorized Signature

X: _____ Title: _____ Date: _____

Print Authorized Signatory Name: _____

PERSONAL GUARANTY

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, it’s 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.**

Authorized Signature

X: _____

Print Name: _____ Date: _____

**Authorized Agreement
For Prearranged Payments (Debits)**

Checking Acct. #: _____ Savings Acct. #: _____

At the _____ Branch _____

In City, State _____

I understand that this authorization will be in effect until I notify my financial institution in writing that I no longer desire this service, allowing reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (debit or credit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution, if, within 15 calendar days following the date on which I was sent a statement of account or a written notice of such entry or 45 days after posting, whichever occurs first, I give my financial institution a written notice identifying the entry, stating that it is an error and requesting credit back to my account.

This Authorization is nonnegotiable and nontransferable.

Customer Name

X _____
Signature

Date

Printed Name and Title

Attach Voided Check or Deposit slip below: