

# CREDIT APPLICATION



Thank you for your interest with PetroCard. To ensure prompt processing of your application, please fill out the application as accurately and completely as possible. Application approval process usually takes 5 to 7 business days. Please mail your application to PetroCard, ATTN. New Accounts PO Box 38 Kent, WA 98035-0038.

## SECTION I - GENERAL INFORMATION

Corporation/Applicant		Phone # ( )	Fax # ( )
Physical Address	City	State	Zip+4
<b>IMPORTANT:</b> Please Check One: <input type="checkbox"/> Owner Operator <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other:			
DBA		Website Address	
Name & Address of Parent Company			
Accounts Payable Contact		A/P Phone # ( )	A/P Fax # ( )
In Business Since	State & Year of Incorporation/Registration	Have You Ever Filed For Bankruptcy:	<input type="checkbox"/> Yes If yes, when?: <input type="checkbox"/> No
Principal(s)/Authorized Officers			Federal ID #
Annual Sales \$	Total # of Employees	SIC Code or Line of Business	

## SECTION II - PROGRAM INFORMATION

Please choose the program(s) of interest: <input type="checkbox"/> CNG Fueling Cards <input type="checkbox"/> Cardlock <input type="checkbox"/> Branded/Unbranded Fueling <input type="checkbox"/> Lubricants			
Monthly Credit Request \$	Est. Monthly Fuel Expenditure(s) or Gallons	E-mail Address	
Mailing Address, if different from above address			(street, city, zip+4)
Contact	Phone # ( )	Fax # ( )	
Please fill out the following only if you've selected Cardlock:			
Are you currently purchasing fuel through another cardlock fuel program?	<input type="checkbox"/> Yes If yes, please provide the name of current fuel vendor(s): <input type="checkbox"/> No	# of Driver(s)	# of Vehicle(s)
Est. # of Card(s)	Do you want to sign up for online account access?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## SECTION III - BANK & TRADE REFERENCES

Primary Bank	Address	City	Zip+4
Bank Contact	Phone # ( )	Checking Account #	
Please provide three trade references with whom you maintain significant balances.			
Company Name	City, State	Contact	Phone # ( )
Company Name	City, State	Contact	Phone # ( )
Company Name	City, State	Contact	Phone # ( )

PetroCard Use Only:

**SECTION IV - AUTHORIZED SIGNATURE(S) REQUIRED**

Applicant/Buyer hereby makes this application for credit to PetroCard Systems, Inc. ("Creditor"). In consideration of the issuance of cardlock cards and other good and valuable consideration, Applicant/Buyer agrees to be bound by all of the terms and conditions contained in this Credit Application and Agreement ("Credit Agreement"). **1) Request for Cards.** Applicant/Buyer agrees this Application is for ten (10) cardlock cards, unless the Applicant/Buyer requests otherwise in writing; **2) Multiple Accounts.** In the event that multiple accounts are established with Creditor, the terms and conditions of this Credit Agreement, including but not limited to the terms and conditions set forth in "Section V - Personal Guaranty" below, shall govern all of the subject accounts Applicant/Buyer may have with Creditor; **3) Due Date, Interest on Delinquent Amounts, and Collection Costs.** Applicant/Buyer agrees that all amounts payable on or before the due date as shown on each invoice will be paid by the said due date, and, if not paid on or before said date, are then to be deemed to be delinquent. Creditor may impose and charge a finance charge or delinquency charges of one and one-half percent (1.5% per month or 18% per annum) on any amount which becomes delinquent. Additionally, Applicant/Buyer shall be responsible for all collection costs and attorney's fees in connection with any delinquent amount placed for collection, and any litigation arising there from; **4) Credit Availability Subject to Creditor's Sole Discretion.** Should credit availability be granted by Creditor, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of Creditor; **5) Termination of Credit Availability.** In its sole discretion, Creditor may terminate any credit availability and access to fuel at any time. Upon termination, Applicant/Buyer shall immediately surrender all cardlock cards issued to it, and shall immediately pay all outstanding sums owing to Creditor; **6) Responsibility For Cardlock Card Purchases.** Applicant/Buyer Agrees To Be Responsible For All Purchases By Any Person Using Cardlock Cards Issued To Applicant/Buyer, Including Uses Which Are Unauthorized, Fraudulent Or Larcenous; **7) Applicant/Buyer's Responsibility for Safe Practices.** Applicant/Buyer represents and warrants that all persons using the cardlock cards delivered to Applicant/Buyer are aware of the proper use of the cardlock system. Applicant/Buyer represents and agrees that all products purchased by it from Seller will not be used for any purposes which violate any applicable law, governmental regulation or provision of a binding contract. Applicant/Buyer agrees to indemnify and hold Creditor harmless from any claims and costs including, but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by any person using the cardlock system with cardlock cards issued to Applicant/Buyer; **8) Creditor's Responsibility to Maintain System.** Creditor shall use its best efforts to maintain the cardlock system in good working order and condition at its expense; provided, however, Creditor shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever; **9) Applicant/Buyer's Rights Upon Denial of Credit.** If this application for business credit is denied or if there is a denial of a request for an increase in business credit, Applicant/Buyer has the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Creditor, PetroCard, PO Box 38, Kent, Washington 98035-0038, Phone (253) 852-2777, within 60 days from the date of notification of the adverse credit decision; **10) Business Debt.** In the event that this application is made by individuals, or at any time the obligations referenced by this application are Guaranteed by individuals, the Applicant/Buyer and the guarantors acknowledge and agree that any credit to be extended by Creditor is for business purposes, and that all goods and services sold by the Creditor to the Applicant/Buyer on credit shall not be for personal, family or household use; **11) Setting the Price.** Seller sets, from time to time and in its sole and absolute discretion, based upon the prevailing market conditions and any other factors with are deemed by it to be relevant, the price for the products that are sold to its commercial charge account customers. Buyer expressly understands and agrees that the price Buyer shall pay for Seller's products may be varied by Seller without prior notice to buyer or any other purchasers of such products, and buyer assumes the obligation of inquiring of Seller, in advance of each purchase from Buyer, as to the price of Seller's products at the time of any given purchase or at any other given time; **12) Payment and Sales Terms.** The Applicant/Buyer shall pay for all purchases of goods or services according to the terms of Creditor. No terms or conditions of purchase orders different from the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor; **13) Disclaimer and Exclusion of Implied Warranties.** Applicant/Buyer acknowledges and agrees that, with regard to all goods or services that Creditor shall provide, creditor disclaims and excludes both the implied warranty of merchantability and the implied warranty of fitness for a particular purpose; **14) Exclusion of Liability for Consequential Damages.** Applicant/Buyer acknowledges and agrees that, with regard to all goods or services that Creditor shall provide, UNDER NO CIRCUMSTANCES SHALL CREDITOR BE LIABLE FOR CONSEQUENTIAL DAMAGES; **15) Application of Payments.** Payments may be applied against open charges at the discretion of Creditor. In the event that from time to time Creditor may owe credits, refunds or other monies to the Applicant/Buyer, such indebtedness shall be deemed to be created from this Credit Agreement and Creditor shall have the rights of setoff and recoupment of such credits or refunds within its sole discretion; **16) Change of Ownership.** If there is any change in Applicant/Buyer's business ownership or if substantially all of Applicant/Buyer's assets are sold, Applicant/Buyer will promptly notify Creditor of such change or sale;

**SECTION V--PROVISIONS APPLICABLE TO BOTH THE CREDIT AGREEMENT AND THE GUARANTY**

**1. Governing Law, Jurisdiction, Venue, and Waiver of Jury Trial.** The Credit Agreement, the Guaranty, and all actions relating to the Credit Agreement and the Guaranty shall be governed by the laws of the State of Washington. The parties consent to personal jurisdiction in the state and federal courts located in King, County Washington. In the event of litigation, venue shall be in King County, Washington. THE PARTIES HERETO KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL ON ANY ISSUE OR DISPUTE THAT MAY ARISE. **2. Amendments.** No amendment or waiver shall be effective unless it is in writing and signed. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW. This contract contains the entire agreement between Seller and Buyer, and no promise, representation, warranty or covenant not included in this contract has been or is being relied upon by either or both of them. Seller and Buyer have each relied or is relying upon its own examination of the terms and provision of this contract, the counsel of its own advisors, and the warranties, representations, duties and covenants contained in this contract. **3. Credit Reporting Services.** Applicant/Buyer and Guarantor acknowledge and agree that Creditor may utilize outside credit reporting services to obtain information on the Applicant/Buyer and the Guarantor. In the event that the Applicant/Buyer and/or the Guarantor is/are individual(s), the signing of the Credit Application shall constitute authorization to Creditor to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. **4. Counterparts and Faxes.** Contracts and other documents may be signed in counterparts, and faxes shall have the same binding effect as originals. **5. Personal Certification Of Accuracy.** THE PERSONS SIGNING THIS APPLICATION PERSONALLY AND, IF SIGNING IN A REPRESENTATIVE CAPACITY, ON BEHALF OF THEIR BUSINESS ENTITY, CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND ANY ATTACHMENT OR AMENDMENT IS TRUE, CORRECT AND COMPLETE TO THE BEST OF THEIR INFORMATION, KNOWLEDGE AND BELIEF.

**REQUIRED SIGNATURES**

Applicant/Buyer Signature Printed Name Date

X

**SECTION VI - PERSONAL GUARANTY**

Applicant/Buyer has requested goods and services on credit from Creditor. Owing to the Applicant/Buyer's financial condition and/or other factors, Creditor is unwilling to extend or to continue to extend credit to the Applicant/Buyer without the Personal Guaranty of Having a financial interest in the Applicant/Buyer and expecting to benefit from such credit, the Guarantor is willing to furnish this Personal Guaranty. In order to induce Creditor to extend credit to the Applicant/Buyer and for good and valuable other consideration, the Guarantor agrees as follows. **1. Unconditional Guaranty.** The Guarantor hereby unconditionally and irrevocably guaranties to Creditor the punctual payment of all indebtedness, obligations, and liabilities, whether now existing or hereafter incurred, (the "Guaranteed Obligations") of the Applicant/Buyer to Creditor. **2. Guaranty of Payment; Waiver of Defenses, Etc.** This Guaranty is a guaranty of payment and not of collection. This Guaranty is an absolute and independent obligation of the Guarantor, and Guarantor therefore waives any right to require that any action be brought against the Applicant/Buyer, another guarantor or any other person or entity which is liable for all or any part of the Guaranteed Obligations, or to require that resort be had at any time to any security for the Guaranteed Obligations or to any right of setoff or similar right. The Guarantor's obligations hereunder shall be payable on demand and shall be absolute and unconditional irrespective of (and the Guarantor hereby expressly waives any defense or claim of discharge based on): (i) the alteration or modification from time to time (whether material or otherwise) of the Guaranteed Obligations, including the date, time, and place of payment, an increase or decrease in the rate or rates of interest accruing on the Guaranteed Obligations, the period during which the Guaranteed Obligations may be made, the amount of the Guaranteed Obligations; (ii) the waiver by Creditor of the Applicant/Buyer's compliance with any of the terms and conditions of the Credit Agreement or other contracts; (iii) the forbearance by Creditor from exercising any right or remedy it may have under the Credit Agreement or under law; (iv) any inability, failure, neglect or omission to obtain, perfect, maintain, enforce, or realize upon any collateral for the Guaranteed Obligations, or to pursue or obtain any deficiency judgment against the Applicant/Buyer following any foreclosure of any security interest, mortgage or deed of trust; (v) the loss or impairment of any collateral, the subordination or release of Creditor's lien thereon, or the sale, pledge, surrender, exchange or substitution of any collateral; (vi) Creditor releasing, waiving, discharging, or modifying the obligations of one or more other guarantors (whether a party hereto or to a separate agreement with Creditor); (vii) the acceptance by Creditor of any partial payment on the Guaranteed Obligations or any collateral therefor, or Creditor settling, subordinating, compromising, discharging, or releasing the Guaranteed Obligations or any collateral therefor; (viii) the enforceability of the Credit Agreement; (ix) any defenses or counterclaims assertable by the Applicant/Buyer, including any defense or counterclaim based on failure of consideration, fraud, statute of frauds, bankruptcy, statute of limitations, lender liability, and accord and satisfaction; (x) any setoff, counterclaim, recoupment or similar right assertable by the Applicant/Buyer, the Guarantor, or other guarantor (whether a party hereto or to a separate Guaranty); or (xi) any other circumstance which constitutes a legal or equitable discharge of a guarantor or surety. This Guaranty shall continue in full force and effect until five business days after written notice of termination shall have been received by Creditor. Notwithstanding the foregoing, such notice of termination shall not be effective as to any Guaranteed Obligations existing prior to the effective date of termination. **3. Subordination and Subrogation.** The Guarantor agrees that all indebtedness and other obligations of the Applicant/Buyer (now existing or hereafter incurred) to the Guarantor are and shall be subordinated in right of payment to the prior payment in full by the Applicant/Buyer of its obligations to Creditor under the Credit Agreement. During the existence of a default under the Credit Agreement, no payments by the Applicant/Buyer shall be accepted by the Guarantor with respect to such subordinated obligations and, if any such payments are received by the Guarantor, the payments shall be held in trust and promptly turned over to Creditor. **4. Recovery of Payment.** If any payment received by Creditor and applied to the Guaranteed Obligations is subsequently set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of the Applicant/Buyer or the Guarantor), the Guaranteed Obligations to which such payment was applied shall for the purposes of this Guaranty and all instruments or documents executed in connection herewith or securing the Guarantor's obligations hereunder, be deemed to have continued in existence, and this Guaranty shall be enforceable as to such Guaranteed Obligations as fully as if such applications had never been made. **5. Attorney Fees and Costs.** Guarantor shall be responsible for all collection costs and attorney's fees incurred in collecting the Guaranteed Obligations if the Guarantor does not satisfy the Guaranteed Obligations in full immediately upon demand by Creditor.

**REQUIRED SIGNATURES**

Personal Guarantor's Signature Printed Name Date

X

Personal Guarantor's Date of Birth Social Security No. Spouse's Name

Personal Guarantor's Home Address, if different from listed address (street, city, state, zip)

Personal Guarantor's Home # Fax #

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