

SULPHUR: 337-625-1117
 LAFAYETTE: 337-235-6760
 EUNICE: 337-457-2969
 HOUSTON: 281-272-0115
FAX: 337-625-1151

Pumpelly Oil Company

Credit Application

Sales # _____
 New Account # _____
 Terms _____
 Date _____
 Approved By _____

Company Name			Dun & Bradstreet #		State in which Incorporated	
Street Address (Physical Address)				City	State	Zip
Mailing Address (Billing Address)				City	State	Zip
Ship To Address				City	State	List other Ship To Add. on separate sheet
Phone Number	Fax Number	E-Mail Address			Cell Phone Number	
Previous Supplier		Type of Business		Yr. Started	Internet Address	
Circle One: Corporation Partnership Sole Proprietor				Federal ID Number		
LIST OF OFFICERS, PARTNER, PROPRIETORS				PERSONNEL WE SHOULD KNOW		
Name		Title	Phone		Bookkeeper/Comptroller:	
Name		Title	Phone		Purchasing Agent:	
Name		Title	Phone		Accounts Payable Clerk:	
Purchase Order Required? YES NO		Blanket Purchase Order New Purchase Order per Order		<input type="checkbox"/>	How would you like to receive invoices? Mail Email Fax	
ITEMS BEING PURCHASED:						
Credit Limit Requested: \$	<input type="checkbox"/> Fuels	<input type="checkbox"/> Lubricants		<input type="checkbox"/> Chemicals	<input type="checkbox"/> Card Lock	
Circle One or Both: Transport Bobtail	Gallons Per Week:	Gallons Per Week:	Gallons Per Week:	Number of Cards Requested:		
TAX INFORMATION						
Sales Tax Status:	State	%	Parish/County	City/Town	%	Total Tax Charged
Exemptions (If exempt, please include Tax Exempt Form with application)			State Tax Exempt? Yes No	Parish/City Exempt? Yes No		Excise Tax Exempt? Yes No
Delivery Point:	Inside City Limits: <input type="checkbox"/>		Outside City Limits: <input type="checkbox"/>			
BANK REFERENCE						
Bank Name		Branch	Contact	Phone	Account Numer	
TRADE REFERENCES						
1	Name		4			
	Phone	Fax				
2	Name		5			
	Phone	Fax				
3	Name		6			
	Phone	Fax				

SIGNATURE REQUIRED ON NEXT PAGE

See next page for Terms & Conditions.

CREDIT AGREEMENT

In consideration of your extending credit to me, I (The Customer) agree to the following regarding all purchases made with Pumpelly Oil (The Company) by me or others authorized to use my account.

- EQUIPMENT LEASING:** Pumpelly Oil Company will place equipment (i.e. tanks) at a commercial customer’s location for the customer’s sole use. Qualification for equipment is based on volume of usage. Customers with lesser volumes can qualify, however a charge may be imposed. The customer must agree that only fuel sold by Pumpelly Oil Company is to be placed in leased tanks. If the customer allows another fuel company to place fuel in the tanks, the tanks will promptly be removed. Pumpelly Oil Company does not lease home heat tanks.
- TERMS:** To pay balance of my account within terms upon receipt of invoice without incurring a finance charge. Payment by Invoice carries the following terms:

Fuel:	Invoice	> 4500 gallons (transport)	10-day terms
	Invoice	≤ 4500 gallons (bobtail)	15-day terms
Lubricants:	Invoice		30-day terms
CFN:	Statement		10-day terms

Customer acknowledges that a non-negotiable service charge of 1 ½ % per month (18% annually) will be charged on all past due amounts and agrees to promptly pay said service charge. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges.

- METHODS OF PAYMENT:** The following payment methods are acceptable for the corresponding transactions:
 Payments on Account: Cash, Check, ACH, EFT
 Payments at Time of Purchase: Cash, Check, Credit Card
 Please Remit Payment to: Pumpelly Oil Company, PO Box 2059, Sulphur, LA 70664
- FAILURE TO PAY:** Pumpelly Oil Company may declare the full remaining unpaid balance immediately payable if I fail to make any required payment in full when due. If the account is referred to an attorney for collection, all cost of collection incurred by Pumpelly Oil Company, including but not limited to, Attorney’s fee, small claim fees, collection agent fees, and expenses, not exceeding the amount permitted by state law, will be paid by me (The Customer).
- CREDIT LIMITS:** Based on the information I supplied and a subsequent credit inquiry, my account is subject to credit limits. Credit limits are adjusted as needed based on my payment history. Pumpelly Oil Company reserves the right to limit the extent of my purchases.
- CREDIT INQUIRY:** You (The Company) are authorized to investigate my credit history including bank and trade references both now and for future updates. You (The Company) are also authorized to report to proper persons and bureau my performance under this agreement.
- REVISION AND TERMINATION OF AGREEMENT:** You (The Company) may revise this agreement at any time upon giving me proper notice. Either you (The Company) or I (The Customer) may terminate this agreement upon giving proper written notice to the other. However, such termination shall not affect my then-existing obligations under this agreement.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Signature _____

Title _____

Print Name _____

Date _____

Company Name _____

PERSONAL CONTINUING GUARANTY

In consideration for the extension of credit to the Customer, the undersigned Guarantor(s) jointly and severally, absolutely and unconditionally, guaranty to Pumpelly Oil Company the prompt payment when due from time to time, of the unpaid balance of the price of all goods, wares, and merchandise sold and to be sold to Customer by Pumpelly Oil Company together with all service charges, attorney's fees, costs, and expenses. This Guaranty is a continuing guaranty and is to be in full force and effect until revoked by the undersigned Guarantor(s) as to future sales by written notice delivered to Pumpelly Oil Company.

WAIVERS: Guarantor(s) hereby waive any notice of the sale of any goods, wares, and merchandise made to Customer and covered by this Guaranty. Guarantor(s) further waive any right to acquire Pumpelly Oil Company to (a) make any demand, presentation or notice of any kind, including notice of any change of terms of repayment, default or failure to pay by Customer or any guarantor or surety; (b) any action or no action taken by Customer, or Pumpelly Oil Company or any other guarantor or surety of Customer; and (c) any right to require seller to (i) proceed against Customer; (ii) proceed against the security received from Customer or others, if any, and/or proceed with any mechanic's lien, stop notice and/or bond claims; (iii) pursue any other remedy in Pumpelly Oil Company's power whatsoever.

Guarantor(s) further waive any defense that they may have resulting from the absence, impairment or loss of any rights of reimbursement or subrogation or any other right or remedy against Customer or any surety, if any.

Guarantor(s) further waive any and all rights of defenses that they may have by reason of (i) any disability or other defense of Customer and any other guarantor or surety or any person, (ii) cessation from any cause whatsoever or other than the payment in full of the indebtedness, (iii) the application of proceeds or indebtedness by Customer for purposes other than the purposes understood and intended by Guarantor(s) and Pumpelly Oil Company, and (iv) any act or omission or commission by Pumpelly Oil Company which directly or indirectly results in or continues to the discharge of Customer or any other guarantor or surety or of the indebtedness of the loss or release of any security by operation of law or otherwise. Further, Guarantor(s) waive any and all rights or defenses arising by reason of any modification or change in the terms of the amounts due from Customer, including, without limitation, renewal, extension, acceleration, or other change in the time of payment.

Guarantor(s) also agree that this Guaranty shall not be affected by the taking of any note or other obligation for payment of the prices of said goods, wares, and merchandise, or any part thereof, sold to Customer by Pumpelly Oil Company or by taking or accepting any security for such payment or extended the time of payment thereof.

Date: _____

Customer's Signature as Guarantor: _____

Additional Guarantor: _____

