



Company Use Only
Date Approved _____
Approved by: _____
Credit Limit _____
Account Number _____



**Credit Application**

**Required Documents Check List** \* Please note: Incomplete or unsigned credit applications will not be processed

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| Signed Credit Application and Terms & Conditions    | Fuel Customers: Include 2 years of audited financial statements or tax returns |
| Include all Tax-Exempt Certificates, Licenses & W-9 | Customer Setup and Tax Information sheet                                       |
| Authorization for ACH Automatic Payments            |  |

**Customer Information**

Legal Entity Name \_\_\_\_\_ Date \_\_\_\_\_

DBA name (if applicable) \_\_\_\_\_ DUNS# \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_ Phone \_\_\_\_\_ Requested Credit Line \_\_\_\_\_

Business Type: Wholesale/Distributor Retail Manufacturer Agriculture Other

Organization Type: Corporation LLC Partnership Sole Proprietorship Other

Parent Company Name/Address \_\_\_\_\_

Years in business under current name \_\_\_\_\_ Prior Name(s) \_\_\_\_\_

Have you ever filed Bankruptcy? Yes No When \_\_\_\_\_ Where? \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

**Ownership Information (use separate sheet if additional space is required)**

Principal/Owner Name	Title	Home Address	Phone
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**Bank References**

Bank Name	Branch Address	Officer/Contact Name	Phone	Email
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**Trade References**

Company Name	Contact Name	Phone	Email/Fax
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Customer authorizes the Company to investigate the above references listed pertaining to Customer’s credit and financial responsibility. Customer consents to the Terms and Conditions on the reverse side hereof.

Signature	Printed Name	Date
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## Terms and Conditions

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Customer hereby agrees to the following terms and conditions (the “**Terms**”) in all transactions with Parkland USA Corporation (the “**Company**”), unless otherwise agreed to in writing by an authorized representative of the Company.

1. **PAYMENT TERMS.** Unless expressly otherwise agreed in writing, full payment is due within 10 days of delivery date for gas, fuel and propane, and within 30 days from delivery date for lubricants. Any amount not paid by its due date is subject to a finance charge of 1.5% monthly (18% annually). Company reserves the right to suspend deliveries if Customer fails to make any payment when due or exceeds an extended credit limit. Charges must be disputed in writing no later than ten (10) days from invoice date or they are considered final and binding. Accounts paid with credit card are subject to a 2.5% processing fee, which is not greater than the cost of acceptance Company incurs in processing the transaction.

2. **RETURNED CHECKS AND EFT TRANSFERS.** A fee of \$50 will be assessed for returned Electronic Fund Transfers (EFT), or if a check delivered by Customer to Company is returned unpaid.

3. **SECURITY AGREEMENT.** As security for the payment of all amounts owed by Customer to Company, Customer grants Company a security interest in all of Customer's inventory, equipment, and accounts receivable, and the proceeds thereof, wherever located and whether now owned or hereafter acquired. Company, at its election, may file a financing statement without further notice to Customer. In the event of a default with respect to any obligations of Customer under these Terms, Company shall have the right to take immediate and exclusive possession of any of the foregoing, with or without judicial process or notice to the Customer to the fullest extent allowed by applicable law.

4. **WARRANTY DISCLAIMER AND LIMITATIONS ON DAMAGES. PRODUCTS ARE WARRANTED TO BE CONSISTENT WITH PRODUCT DESCRIPTION AND SPECIFICATIONS SUPPLIED TO CUSTOMER. COMPANY WILL REPLACE WITHOUT CHARGE PRODUCT THAT DOES NOT CONFORM. SUCH REPLACEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR ANY SUCH FAILURE. UNLESS OTHERWISE AGREED IN WRITING, COMPANY MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, RELATING TO SERVICES RENDERED OR PRODUCTS SOLD. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO OR ARISING UNDER THESE TERMS.**

5. **CARDLOCK USE.** Customer is responsible for all purchases using cardlock cards issued to Customer, regardless of whether the use is unauthorized or fraudulent. Customer represents that any person using a cardlock card issued to Customer shall use proper and safe practices in compliance with applicable regulations when handling the cardlock system. Customer shall indemnify and hold Company harmless from any claims and costs arising from or related to the negligence or misuse of the cardlock system by any person using cardlocks cards delivered to Customer.

6. **REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS.** Customer warrants that all purchases made on its account with the Company will be for commercial use and unless specifically otherwise provided are for domestic use only. Customer certifies that all information provided on the Credit Application relating to Customer is accurate and complete and Customer has not knowingly withheld any material information of an adverse nature. Customer will furnish to Company its most recent accountant prepared, reviewed financial statements (or tax returns if its annual financial statements are not reviewed) within 10 days of written request by the company.

7. **CREDIT & CREDIT INVESTIGATION.** Based on the information provided in this Credit Application, Company may extend credit to the Customer on open account for product purchased from the Company. Notwithstanding, Company reserves the right, at its sole discretion, at any time, to decline credit to Customer or modify Customer's credit status. Customer hereby warrants that it has the authority to authorize, and hereby does authorize, an investigation by Company of credit of the business and each principal in the business for any legitimate purpose associated with this account, including (1) determination of Customer's eligibility for credit approval by Company; (2) reasonable review of Customer's account on an ongoing basis; and (3) taking legal or collection action on the account. Customer agrees that Company may utilize outside credit reporting services to obtain such information.

8. **COLLECTION AND ATTORNEY FEES.** Company's delay or failure to proceed with collection efforts upon delinquency of Customer's account shall not be construed as a waiver of Company's right to do so, or of Company's right to demand strict compliance with the Terms with respect to payment of Customer's delinquent or future accounts. Customer agrees to pay all costs, including but not limited to reasonable attorney's fees, whether or not a suit has been filed, for any matter referred to an attorney or collection agency.

9. **ASSIGNMENT AND CHANGE OF OWNERSHIP.** Customer may not assign these Terms (including assignment by operation of law) without prior written consent by Company and shall notify Company in writing at least ten (10) business days before any organizational change, including changes in corporate structure or ownership, Customer's place of business, and business name. Company may elect that all amounts due shall become immediately payable in the event of an organizational change.

10. **VENUE AND CHOICE OF LAW.** This application and all transactions performed thereunder shall be governed by Texas law without regard to its choice of law provisions, and any legal actions or proceedings in connection with these Terms and the transactions performed thereunder shall be instituted and maintained only in a court of competent jurisdiction in the State of Harris County, Texas.

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**Personal Guarantee**

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In consideration of, and in order to induce Parkland USA Corporation (the "Company") to extend credit to Customer under this Credit Application (the "Application"), the undersigned (the "Guarantor") hereby unconditionally and irrevocably and personally guaranties the full and prompt payment of any and all indebtedness of every kind and nature for which Customer may now be indebted or may later become indebted towards Company, whether by acceleration or otherwise, and the full performance of the Customer's obligations under the Application (all of the aforementioned jointly the "Obligations"), and expressly waives presentment, demand, protest, notice of extension of credit, and notice of dishonor on any and all forms of such indebtedness, and also expressly waives notice of acceptance of this guaranty, acceptance on Company's part being exclusively presumed by its request for this guaranty and delivery of the same to Company. The liability hereunder of Guarantor shall not be impaired, altered or otherwise affected by the taking of any other or additional security for, or guarantee of the indebtedness or any part thereof, or by any neglect, failure or omission to hold, protect or rely or realize upon any such other or additional security or guarantee, or by any renewal, extension, modification, compounding, compromise or discharge of the indebtedness or any part thereof. I understand that this is a guaranty of payment and not of collection and that Company is relying upon this guaranty in its extension of credit under the Application. This personal guaranty shall be governed by and construed in accordance with the laws of the State of Texas. In the event Company institutes collection proceedings on this guaranty, Guarantor agrees to pay all costs of such proceedings including but not limited to attorney's fees, court costs and fees for collection. This guaranty shall remain in full force and effect until (i) all the Obligations of Customer have been paid or performed; (ii) all of the expenses, including legal expenses, incurred by Company pursuant to enforcing this guaranty have been paid; and (iii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by Company upon the insolvency, bankruptcy or reorganization of either Customer or the Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made. Company, without notice of any kind, may sell, assign or transfer any of the indebtedness to a third party, and in such event, each successive assignee, transferee or holder of any of the indebtedness shall have the right to enforce this guaranty for the benefit of such assignee, transferee or holder. This guaranty shall not be transferable by Guarantor without the express written consent of Company but shall be binding on the heirs, legal representatives, successors, and assigns, of the undersigned and shall inure to the benefit of Company its successors and assigns. Should the undersigned make any payment or performance, all rights of subrogation against the Customer are expressly waived to the fullest extent provided by law.

Guarantor hereby authorizes an investigation of credit of Guarantor by Company for the purposes of (1) determination of Guarantor's eligibility to act as guarantor for Customer; (2) review of Guarantor's credit on an ongoing, reasonable basis; and (3) if Customer in Company's sole discretion defaults in complying with its obligations under the Credit Application Terms and Conditions, and/or Company intends to seek legal or collection action against either Customer, Guarantor or both. Guarantor acknowledges and agrees that Company may utilize outside credit reporting services to obtain information on Guarantor.

Guarantor Signature

Printed Name

Guarantor SSN

Home Address

City

State

Zip

Date

**Customer Setup and Tax Information**

**AP/Billing**

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Email for invoice delivery \_\_\_\_\_  
 Does your company require a purchase order?    Yes    No

**Tax Information**

Is your company sales tax exempt?    Yes    No                      License Number \_\_\_\_\_

In order to accurately report taxable and tax-exempt transactions to the appropriate state taxing authorities, please provide your license number(s) and corresponding type(s) below for each of the states you are currently licensed to merchandise fuels, including Ethanol. If you are actively pursuing a license in a state, but have not yet been approved for the license, please note "Pending" in the License Number column and list the License Type you have applied for. Unless expressly otherwise provided, all prices are exclusive of, and Customer shall pay, all sales and other taxes, assessments, surcharges, levies, or similar items assessed by a governmental body (other than taxes on the net income of Company) ("Taxes"). Company may invoice Customer for all applicable Taxes, which Customer shall pay in accordance with this Agreement.

**Include a copy of your sales tax exemption certificates, licenses and a W-9 when submitting your credit application. Taxes will be charged on your purchases if your certificate is not received. Please also include any additional tax information that may be applicable.**

Wholesaler/Reseller, please provide each of your state license numbers:  
 (This is not your tax exempt number)

State	License Number	License Type

**Authorization for ACH Automatic Payments**

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I authorize Parkland USA Corporation to initiate ACH transactions against our company's account in payment of outstanding invoices due per the terms established for our company. Payment due dates are listed on all invoices.

Customer Name

Address City State Zip

ACH Contact Name

ACH Contact Phone Number

Email address(es) for ACH notifications

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**Customer Bank Account Information**

Account Type    Checking    Savings

Account Number

ABA Routing Number

Bank Name

Bank Address City State Zip

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**Please attach a company voided check, deposit slip or bank verification letter including the details for the bank account listed above.**

This authorization will remain in full force and effect until Parkland USA Corporation has received written notification from me of its termination in such time and manner as to afford Parkland USA Corporation a reasonable opportunity to act on it.

Signature

Printed Name

Title

Date