



Associated Petroleum Products (APP)
 Attn: Inside Sales
 PO Box 1397 . Tacoma, Washington 98401

Contact APP
 myapp@gotoapp.com
 Fax: (866) 696-1277

NON-CREDIT CUSTOMER PRODUCT & SERVICE PURCHASE AGREEMENT

Residential or Business Name: _____ **FEIN/SS# (Required):** _____

Contact Name (if Business): _____

Phone: _____ Work Phone: _____ Fax Phone: _____

Invoices & Statements to be emailed to Billing Email Address Billing Email: _____

Delivery Address: _____

City: _____ State: _____ Zip: _____

Associated Petroleum Products (APP) is pleased to sell various products and services subject to the following Terms and Conditions.

1. All amounts due for products and services purchased from APP are payable at 2320 Milwaukee Way, Tacoma WA 98421.
2. The undersigned customer (Customer) is liable to APP for all products purchased and received, whether or not Customer receives an invoice. All amounts due to APP are payable as stated on APP's invoice. All past due amounts are subject to a late charge of 1½% per month. Customer acknowledges APP's invoice may reflect a price variance between products purchased with cash, check, or electronic transfer and products purchased with a debit or credit card.
3. In the event the account is turned over to an attorney or collection agency for collection, Customer will pay all reasonable attorneys' fees, plus all attendant collection costs whether or not suit is commenced.
4. Customer will notify APP by certified mail of any pending change of personal status and further agrees to be liable for all purchases should Customer fail to comply with said notification. If the guarantee included within this agreement is executed by more than one person, then in such event the liabilities and obligations of the Customer shall be joint and several, and singular words herein shall be read as if written in plural.
5. The products and/or services purchased from APP are not payable in installments, but payable in full per invoice.
6. This Agreement applies only to purchases made by COD or credit card and will not be interpreted as an extension of credit to customer unless otherwise agreed in writing by APP.
7. By signing this Agreement you authorize APP to charge the products obtained from APP and all related charges to any debit/credit card number or bank account number you provide to APP, if applicable.
8. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or electronic means, and any facsimile, electronic, or photocopy signature shall have the same legal effect as an original and shall be equally enforceable in a court of law.
9. All disputes that may arise out of the Agreement will be within the exclusive jurisdiction of and will be resolved under the laws of the State of Washington. Venue shall be in Pierce County, Washington.
10. Option to waive: APP may, at its option, waive any of its requirements, or excuse Customer's non-compliance with any of its obligations. However, any such waiver or excuse shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent APP from declaring a breach or non-compliance by Customer, either of the same term or otherwise.
11. Returned goods will not be accepted without prior authorization. All returned goods are subject to a restocking fee.
12. All returned checks or electronic payments are subject to a \$35.00 fee.
13. APP may terminate this Agreement or the rights granted hereunder upon oral or written notice to Customer for any reason at APP's sole discretion.

APP appreciates the opportunity to enter into this Agreement with Customer. We recognize that Customer has a choice of suppliers for his / her products and related service requirements.

Customer Name(s) (please print): _____

Signature: _____

Date: _____