



A WORLD FUEL SERVICES COMPANY

Sales Representative:

Email:

CREDIT APPLICATION

Completed application and all additional information can be submitted by email **myapp@gotoapp.com** or fax 866.696.1277

APPLICANT INFORMATION

In this Application, "Applicant" means the business entity applying for credit with Associated Petroleum Products, Inc., a division of World Fuel Services, Inc. ("APP").

Legal Business Name: _____ Name business goes by: _____ Tax ID: _____

Sole Proprietor _____ Partnership/LLP _____ Limited Liability Corp/LLC _____ Corporation _____ Government _____ Non-Profit _____

Entity is register with Secretary of State in County _____ State _____ UBI # _____

Billing Address _____ City _____ State _____ Zip _____ County _____

Physical Address _____ City _____ State _____ Zip _____ County _____

Delivery Address _____ City _____ State _____ Zip _____ County _____

All invoices will be emailed to the following contact person:

Contact _____ Phone _____ Fax _____ Email _____

Are Purchase Orders (POs) required on your invoice? No Yes (Blanket POs are required for auto refilled products)

Sales Tax to be charged? No Yes (If no, you must attach a resale permit to be exempted) Oregon PUC License #

Have you ever declared Bankruptcy? No Yes Year _____ State _____ Case # _____

BUSINESS INFORMATION

*****Attach Additional Sheets if Necessary*****

Name of Owner, Partner, Operator, Shareholder, Director, Manager, Member or Officer

Title

Address, City State Zip

Phone

Taxpayer ID # or Social Security #

Table with 5 columns: Name, Title, Address, City State Zip, Phone, Taxpayer ID # or Social Security #

BUSINESS REFERENCES

Table with 5 columns: Name, City, State, Fax, Email, Contact Name

BANK REFERENCES

Table with 5 columns: Name, City, State, Fax, Email, Contact Name

AUTHORIZATION AND EXECUTION

By completing this Application, Applicant acknowledges and agrees that: (i) Applicant is authorized to complete and execute this Application; (ii) all information provided in this Application is true and correct; (iii) Applicant authorizes APP to request business and consumer credit reports from time to time for purposes of investigating the Applicant's and its affiliates and their respective principals, owners, partners, operators, members, shareholders, directors and officers current and continued credit worthiness; (v) APP is authorized to investigate, obtain, and exchange reports and information regarding this Application and any resulting accounts with credit reporting agencies, and other parties with legitimate business needs for such reports or information and Applicant releases APP from any liability or damages that may be incurred as a result of such an inquiry or the furnishing of such information; (v) APP will review this Application and may, at its sole discretion, grant credit hereunder but is under no obligation to do so; (vi) Applicant shall be liable for all charges incurred hereunder; (vii) if approved for credit, Applicant agrees to be bound by the terms and conditions of this Application and Agreement; (viii) APP shall have the right to, in addition to all other rights and remedies available, offset any amount due by Applicant hereunder by any amount owed by APP; and (ix) if approved for credit, Applicant and APP agree that this Application and Agreement shall constitute the entire agreement between the parties with respect to the matters contained herein and shall become effective on the date approval is made.

*****APP RESERVERS THE RIGHT TO REQUEST ADDITIONAL INFORMATION IN COMPLETEING CREDIT REVIEW OF THE APPLICANT*****



AGREEMENT

A WORLD FUEL SERVICES COMPANY

Applicable for Fleet Card Only

- 1. Upon credit approval, APP will issue and deliver to Applicant fleet fueling cards (collectively "the Card") in accordance with the use parameters on Applicant's Card Requirements Form as approved by APP.
2. The Card is NOT a credit card. Therefore, the state and federal consumer protection laws related to credit cards do not apply and Applicant's liability is not limited thereby for purchases made on lost or stolen cards.
3. APP, without liability to Applicant, may temporarily or permanently disconnect any or all of Applicant's Cards any time payment is delinquent.
4. The Card is the property of APP and may be cancelled, modified and/or repossessed by APP at any time and for any reason.
5. Applicant warrants that the terms and conditions of this Agreement will be outlined to all persons authorized to use the Cards.
6. Applicant agrees that the Card will be used solely for commercial and business purposes and not personal or household purposes.
7. Upon termination, applicant shall immediately surrender all issued Cards and immediately pay all outstanding amounts owed to APP.
8. Applicant acknowledges that the posted retail price may not correspond to the price Applicant will be charged. Other fees may apply.

By completing the Application, Applicant agrees to be bound by the following terms and conditions ("Agreement") if approved for credit:

- 1. APP, in its sole discretion, may amend or cancel this Agreement and Applicant's credit limit at any time and for any reason.
2. Buyer acknowledges that accounts are due and payable according to the terms stated on the invoice and Buyer agrees to remit payment in accordance therewith. Past due accounts shall bear interest at the rate of 18% per annum compound monthly (or such the lesser maximum amount allowed by law).
3. All returned checks or electronic payments are subject to a \$35.00 fee. Returned goods will not be accepted without prior authorization.
4. Buyer agrees to promptly notify APP, in writing, of all changes in name, address, ownership, or legal entity status.
5. Buyer consents to jurisdiction in the Superior Court of Pierce County, Washington as the sole and exclusive forum for the resolution of any disputes related to this Credit Application or any purchase and the enforcement thereof, and agrees to pay all costs, expenses, charges, fees, reasonable attorney's fees and costs and litigation expenses, together with interest thereon at 18% per annum (or such lesser maximum interest rate allowed by law) incurred by APP to collect any sums due under this Credit Application or any purchase related thereto.
6. This Agreement is not assignable by Applicant. Applicant shall notify APP promptly if it intends to sell its business and shall be liable for all purchases made hereunder if it fails to provide such notice.
7. Applicant may terminate this Agreement at any time by submitting written notice to APP. APP may terminate this Agreement or the rights granted hereunder upon oral or written notice to Applicant, and may revoke card privileges for any reason at APP's sole discretion.
8. This Agreement incorporates by reference, to the extent not inconsistent herewith, the World Fuel Services Refined Products General Terms and Conditions (effective May 1, 2016 or the most recently amended version thereof) which is located at http://www.wfscorp.com/wfscorp/docs/gtc-land.pdf

Signature Requirement. Each individual executing this Application certifies to APP he/she is authorized by Applicant in accordance with its organization, rules and applicable law to bind Applicant to this Application and Agreement.

Name _____ Signature _____ Date _____
Name _____ Signature _____ Date _____

PERSONAL GUARANTY

For valuable consideration and to induce APP to extend credit for fuel supplied to Applicant, I, joined by my spouse, if any, hereby unconditionally guaranty payment when due of any and all present and future debts owed to APP by Applicant. I expressly waive notice of acceptance of guaranty, demands and notices of non-payment. I agree that in the event of my death, my heirs, executors and administrators shall be bound hereby. I hereby irrevocably forever waive, disclaim, and relinquish all claims, rights, or remedies I may now have or hereafter have or acquire against Applicant, specifically including, without limitation, any claim, right, or remedy of subrogation, exoneration, reimbursement, indemnification, or contribution, I may have against Applicant, including without limitation claims arising by virtue of execution of this Guaranty, so that at no time will I be or become a "creditor" of Applicant within the meaning of 11 U.S.C. 101(10) or 547(B), or any successor provisions of the federal bankruptcy laws, as a result of this guaranty. In the event APP must enforce the terms of this guaranty, I agree to pay APP's collection expenses, attorneys' fees and other legal expenses. I agree that the proper venue for such enforcement is Pierce County, Washington. Revocation of this guaranty may be made in writing, signed by me, and delivered via certified mail return receipt requested to the Credit Manager for APP at P.O. Box 1397, Tacoma, WA 98401 and shall become effective thirty (30) business days after APP receives the written revocation notice. Revocation of this guaranty may result in termination of the Agreement.

Name _____ Signature _____ Date _____
Spouse _____ Signature _____ Date _____

EFT PAYMENT AUTHORIZATION

Applicant authorizes APP at P. O. Box 1397, Tacoma, WA 98401 to initiate credit and/or debit entries to the following account:

Bank Name _____ Address _____ City _____ State _____ Zip _____
Account _____ Routing _____ Checking or Savings (circle account type)

Applicant acknowledges that the origination of electronic funds transfer ("EFT") transactions to this account must comply with the provisions of state and federal law. Applicant agrees to pay APP the applicable return payment fees for each and every EFT returned for insufficient funds. This authorization is to remain in full force and effect unless and until Applicant terminates this authorization in writing, signed by an authorized agent, and delivers it to the to the Credit Manager for APP at P. O. Box Tacoma, WA 98401 via certified mail return receipt requested. Such termination shall become effective fifteen (15) business days after APP receives the termination notice. Termination of this EFT authorization may result in termination of the Agreement. This EFT authorization survives termination of the Agreement for any past due balances owed by Applicant to APP. *****PLEASE ATTACH A VOID CHECK*****

Name _____ Signature _____ Date _____



