



FUELS & LUBRICANTS CREDIT APPLICATION

4102 U.S. Hwy. 59 N. (77905) P.O. Box 1247 (77902-1247) Victoria, Texas Tel: 361-575-1981 Fax: 361-575-2602

RETURN TO: jkethan@newdistributing.com or via fax:361-575-2602

Trade name Phone Parent Company Fax Billing Address City, State, Zip Physical Address City, State, Zip

Type of Business Operates as Corporation Partnership Sole Proprietorship Other LLP Year Established Tax ID # AP Email: President Home Address: Vice President Home Address: President SSN# VP SSN # Amount of Credit Requested

PLEASE ATTACH ALL DIESEL EXEMPTIONS AND SALES TAX EXEMPTIONS

TRADE CREDIT REFERENCES - (3 Required)

Company Name Contact Address Phone/Fax Company Name Contact Address Phone/Fax Company Name Contact Address Phone/Fax Bank Bank Contact Name Acct # Phone Fax

Upon approval of this application, it is agreed that all purchases will be paid in full and in accordance with the terms of sale shown on each invoice. If terms are not met, it is understood that credit privileges may be revoked and deliveries withheld. The undersigned warrants and represents that he/she is authorized and empowered to bind the above named Business Entity to the terms hereof. The undersigned states that the above information is true and correct and is used for the sole purpose of doing business with New Distributing, Inc. In consideration of your extending credit to the above Business Entity at my request, I hereby personally guarantee the payment of all of their obligations with you until withdrawn by me by certified mail. It is agreed that all payments shall be sent to PO Box 1247, Victoria, TX 77902 as stated on the invoices and that venue for any action arising in connection with the above named Business Entity's account shall be in Victoria County, Texas.

SIGNED DATE

PRINTED NAME

Credit Agreement, Terms & Conditions

In consideration of New Distributing, Inc. extending credit to the previously stated Business entity, said Business Entity, by and through its undersigned duly authorized representative, agrees and covenants to pay according to the terms of New Distributing's invoice, the full amount due. **TERMS ARE NET 10 DAYS FROM INVOICE DATE** unless agreed otherwise in writing. To pay interest at the rate of 1.5% per month (18% per annum) on any unpaid past due amount. Payments will be applied first to unpaid interest charges and then to purchases in order of purchase date. If the Business Entity defaults or fails to timely pay an amount when due, then to pay reasonable attorney fees, expenses, travel expenses, and court costs and to reimburse New Distributing's reasonable costs for any employee's time spent in collection efforts or lawsuit proceedings. If New Distributing Inc. gives written notice of a proposed change in the agreement, that such change will become effective on all future purchases once the notice is received by the Business Entity or within five (5) days after the notice is sent, whichever is earlier; and all parties agree that this change will become effective as to all past purchases, unless the Business Entity objects to said change within fifteen (15) days after notice given. All payments shall be mailed to New Distributing's address as stated on the invoice. However, if the Business Entity is in default of any term of this or any other agreement with New Distributing, Inc. and received notice of default or a demand for past due payment, then all past due payments shall be due and payable and the Business Entity covenants to deliver them to PO Box 1247 Victoria, TX 77902. All payments by the individual guarantor are due at the above stated address in Victoria, Texas. In the event a check is returned to New Distributing, Inc. by the customer's bank for non-sufficient funds, the customer is required to replace the NSF check, plus a \$30 returned check fee. This payment must be made with cashier's check or money order. All parties agree that venue for any action between the parties shall be in Victoria County, Texas.

Authorized Signature

Date

Printed Name

Title

The above signed individual warrants and represents that he/she has the authority to bind the above-named Business Entity to the terms of this agreement.

**Electronic Funds Transfer (EFT)
Debit Payment Authorization Agreement**

The named customer as listed in this Credit Application hereby authorizes New Distributing, Inc. entries to customers' bank account indicated below and the bank named below to debit such transactions to such bank.

Bank name: _____ City, State, Zip: _____

Phone: _____ Bank Contact: _____

Routing/ABA #: _____ Account # _____

Account Type: Checking Savings

This authorization will remain in effect until terminated upon 30 days written notice by either the Customer or New Distributing, Inc. at 4102 US Hwy 59 N, Victoria, TX 77905, unless however, bankruptcy or insolvency proceedings are begun by or against Customer, or in New Distributing, Inc.'s sole judgment other impairments exist as to Customer's business, then New Distributing, Inc. may terminate this agreement without notice. Notice of termination shall in no way affect the crediting transactions initiated prior to the effective termination date.

All other credit, terms of sale and requirement between Customer and New Distributing, Inc. remain in effect and it is understood that this authorization is subject to credit approval by New Distributing, Inc.

Authorized Signature: _____ Title: _____

Date: _____

*****PLEASE COMPLETE BOTH PAGES*****

FOR OFFICE USE ONLY

Credit Checked By _____ Credit Approved By _____ Salesman _____ Credit Limit _____