



COMMERCIAL CREDIT APPLICATION

BUSINESS NAME & DBA'S: _____

ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

PHONE: () _____ FAX: () _____

CELL PHONE: () _____ EMAIL: _____

TAX ID # _____ RESALE # _____ EPA # _____

CORPORATION _____ PARTNERSHIP _____ SOLE PROPRIETOR _____

STATE OF INCOPRORATION _____ DATE _____ CORPORATE ID # _____

FORMER BUSINESS NAMES(S) & ADDRESS(S): _____

PRIOR BANKRUPTCY/JUDGMENT INFORMATION (describe): _____

OWNER/PARTNER/OFFICER INFORMATION:

(Name) _____ (Home Address) _____

(Home Phone) _____ (Spouse) _____

(DOB) _____ (Social Security Number) _____

BANK _____ ACCOUNT # _____

TRADE REFERENCES: (PLEASE LIST LOCAL BUSINESS'S ONLY, NO CREDIT CARD COMPANIES)

NAME _____ ACCOUNT # _____ CONTACT _____

NAME _____ ACCOUNT # _____ CONTACT _____

NAME _____ ACCOUNT # _____ CONTACT _____

TYPE OF ACCOUNT APPLYING FOR:

___ TRUCK & TRAILER FUELS ___ BOBTAIL FUELS ___ CFN ___ LUBES &/OR WAREHOUSE

CREDIT LIMIT REQUESTING \$ _____ (AMOUNT OF CREDIT EXTENDED MAY BE DIFFERENT)

CREDIT AGREEMENT

Applicant(s) acknowledge and affirm that the information contained herein is given for establishing a credit account with Seiberts' Oil, that is true and correct, and that our credit account shall not become effective until this application is executed by Seiberts' Oil. Applicant(s) signatory hereto are authorized agents of guarantors for the Business. Applicant's credit account may be denied, restricted, or terminated by Seiberts' Oil if any information herein is false or inaccurate, or if applicant ceases to do business or is named in a bankruptcy petition (11 USC Sect, 101 et seq.), receivership or assignment for benefit of creditors, or fails to timely pay sums do Seiberts' Oil. If Applicant's credit account is terminated for any reason, all outstanding sums due Seiberts' Oil are due and payable immediately. Applicant's credit account may not be assigned.

All open book account purchases from Seiberts' Oil are due 10 days from the statement date. Statements are sent on the 1st and 16th of each month. **Truck and Trailer accounts are due within 10 days from invoice or load to load, whichever occurs first.** A late or finance charge shall be added to purchased amounts not paid within the times specified above. Because of the impracticality and difficulty of ascertaining precise damages to Seiberts' Oil if an account is not paid when due, there shall be added to the account balance as a form of liquidated damages, a monthly charge of 1 ½% (18% per annum) of the unpaid balance which shall be billed as a late or finance charge. If civil action is required to recover sums due Seiberts' Oil, venue shall be in the County of Fresno, State of California. Seiberts' Oil shall be entitled to the principal balance due (which shall include accrued monthly liquidated damages), plus the monthly charge on said sum of 1 ½ % (18% per annum) from commencement of the action until entry of judgment. Seiberts' Oil shall be entitled to recover from Applicant costs and expenses of collection (prejudgment or otherwise), including attorney's fees, regardless of whether a civil action is brought or not, or whether a civil action is settled or dismissed prior to judgment, or costs, expenses or fees incurred by Seiberts' Oil in any voluntary or involuntary bankruptcy proceeding concerning Applicant.

CARD-LOCK

Card-lock customers hereby accept responsibility for payment of all charges made on card-lock cards issued to Applicant. Applicants will remain liable for charges of lost or stolen cards until Seiberts' Oil is notified in writing (verbal notification can be made to 559-493-0645 to invalidate lost or stolen cards).

Accounts locked out due to delinquency are subject to a \$25.00 reactivation fee. The fee for replacement cards (lost or stolen) is \$5.00 each.

RELEASE

Seiberts' Oil Company, Inc. is authorized to contact trade references/financial institutions to determine whether to extend credit to the undersigned. A copy (or facsimile) of this RELEASE only, given to trade references and/or financial institutions shall serve as my/our consent and it's their release from liability for disclosing my/our credit information to Seiberts' Oil whether this Credit Agreement is approved or not.

I/WE HAVE READ, UNDERSTAND, AGREED TO THE TERMS AND CONSENT PERSONALLY ON BEHALF OF THE BUSINESS TO THE FOREGOING AND HAVE EXECUTED THIS DOCUMENT ON THIS _____ DAY OF _____, 202__.

BUSINESS: _____

TITLE: _____

SIGNATURE: _____

PRINT NAME: _____

PERSONAL GUARANTY (FOR ACCOUNTS REQUESTING CREDIT OVER \$10,000)

I, _____, in consideration of your extending credit to _____, at my request (hereinafter referred to as the "Company"), of which I am the _____, hereby personally guarantee payment to Seiberts' Oil Company, Inc. at 1340 N. Crystal, Fresno, Ca. or Seiberts' Oil Company, Inc., designate, of any obligation of the Company whenever the Company shall fail to pay the same. It is understood that this personal guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Guarantor agrees to pay Seiberts' Oil Company, Inc.'s costs and expenses including legal expenses incurred in connection with enforcement of this guaranty whether or not suit is filed.

The undersigned personal guarantor recognizes that his/her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of consumer credit report on the undersigned, by Seiberts' Oil Company, Inc. in the credit evaluation process. It is further understood that this guaranty may be called upon for payment directly against the guarantor in the event of default by the obligator without first exhausting any other security posted for the debt or without first proceeding directly against Seiberts' Oil Company Inc. for payment of same.

Signature _____ Print Name _____

Social Security Number _____

Spouse Signature _____ Print Name _____

Social Security Number _____

Residence _____

January 2024

We have enclosed a credit application and card request form for you to complete, sign, and return to us, if you are interested in our services. If you are requesting a credit limit of \$10,000 or higher, we also require the personal guarantee be signed.

Cardlock invoices are billed on the 1st and 16th of the month. The invoice is due and payable in 10 days, and past due if not paid by the next invoice billing.

A cash discount is available for customers who maintain a credit balance on their account. The discount is .06 cents on diesel and .02 cents on gasoline.

All customers receive the following volume discount on monthly gallon purchases provided their account is kept current:

250-499	.01
500-749	.015
750-999	.02
1000-1499	.025
1500-1999	.03
2000-2499	.035
2500 +	.04

If your account is locked out for non-payment and is approved to be reinstated by our credit office, you will be charged \$5 to have the account unlocked.

Please contact our office if you have any questions. Thank you for considering Seiberts' Oil for your fueling needs.

Seibertsoilco.com
559-493-0645(Office)
559-485-7817 (Fax)