



4360 NC HWY 705
Robbins NC 27356
910-464-6222

PO Box 1357
Robbins NC 27356
910-464-3333

Credit Application and Customer Agreement

Application Submission Method: _____ Email - Consolidatedoilllc@gmail.com
Date of Application: _____ Contact: _____
Customer Name: _____ Date Business Started: _____
Trade Name (if different than Customer Name): _____
Address: _____ City: _____
County: _____ State: _____ Zip Code: _____
Phone: _____ E-Mail: _____

This business is a (choose one):

- Proprietorship
- Partnership
- Corporation/ Ltd. Partner
- Government
- Other (please specify)

Organized under the State's Laws of: _____ Federal ID #: _____
Insurance Carrier & Address: _____
Anticipated Monthly Purchases: _____

Sales Tax Exemption: Yes No | Federal Excise Tax Exemption (FET): Yes No
****Attach all Exemption Certificates to this Customer Agreement**

Purchasing Instructions

Purchase Orders: _____ P.O. required
_____ No Purchase Orders Required

Names of Authorized Purchasers (all persons authorized to purchase on the account must be listed below)

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

Any revocation of the authority of an Authorized Purchaser by Customer must be in writing and shall be deemed effective upon confirmed receipt by Consolidated Oil, LLC. Until any such revocation, Consolidated Oil, LLC shall be entitled to rely in good faith on any orders or instructions placed or given by such Authorized Purchasers.

Commercial Trade References – List 3 or more verifiable references (only suppliers extending open account terms)

- (1) Name: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip Code: _____
- (2) Name: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip Code: _____
- (3) Name: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip Code: _____
- (4) Name: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip Code: _____



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Bank References

Bank Name: _____ Contact Name: _____
Account No: _____ Phone Number: _____ Fax Number: _____

Bank Name: _____ Contact Name: _____
Account No: _____ Phone Number: _____ Fax Number: _____

Bank Name: _____ Contact Name: _____
Account No: _____ Phone Number: _____ Fax Number: _____

Principal Owners or Offers (Social Security Numbers Required)

Name: _____ Title: _____ SS#: _____
Home Address: _____ City: _____
State: _____ Zip Code: _____ Phone Number: _____

Name: _____ Title: _____ SS#: _____
Home Address: _____ City: _____
State: _____ Zip Code: _____ Phone Number: _____

Name: _____ Title: _____ SS#: _____
Home Address: _____ City: _____
State: _____ Zip Code: _____ Phone Number: _____

PAYMENT TERMS, CONFIRMATION OF INFORMATION ACCURACY, AND RELEASE OF AUTHORITY TO VERIFY:

The undersigned for the purpose of procuring and establishing credit with Consolidated Oil, LLC and to induce Consolidated Oil, LLC to permit Customer (as specified below) to be indebted to Consolidated Oil, LLC for purchase of services, furnishes the above business and personal credit information. The undersigned, jointly and individually, certify that all information in this credit application is complete, factual, and correct, and understands that Consolidated Oil, LLC will rely on the accuracy of this information for any credit which may be extended. Consolidated Oil, LLC is expressly authorized to contact any parties listed herein and to verify any information contained in this credit application. The undersigned hereby waives any privacy of credit information rights and regulations.

If any representations made on the application prove to be untrue, the undersigned agrees that all obligations of customer to Consolidated Oil, LLC shall immediately become due and fully payable without demand or notice. The undersigned also agrees to pay Consolidated Oil, LLC for all services within 30 days from date of invoice. If terms and obligations are unfulfilled, the undersigned also agrees to pay an attorney's fee of 15% of the balance then due and owed, but no event less than the actual attorney's fees incurred, in the event suit is filed against the below named company to enforce collection. In addition, undersigned also agrees to pay all court costs and collection fees related to the recovery of a balanced owed by Customer to Consolidated Oil, LLC.

This Customer Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the Laws of the State of North Carolina and Customer consents to both jurisdiction and venue in the North Carolina courts. Further, Customer consents to jurisdiction and venue to Moore County, North Carolina. The term "Guarantor" shall mean all and each one of the persons executing this guaranty agreement below, and their obligations to Consolidated Oil, LLC shall be joint and several.

Consolidated Oil's billing date is the date of invoice with balances due and payable according to the invoice terms. A LATE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE ASSESSED TO ALL LATE PAYMENTS (the "Default Rate"). This Default Rate will continue through and survive any judgement and post judgement interest will also be the Default Rate as allowed by law.

X _____
Signature:
Authorized Consolidated Oil Credit Representative

Name of Individual Firm or Corporation

Title

X _____
Signed By

Date

Title

Date



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FOR CONSOLIDATED OIL'S USE ONLY

Credit Approved: _____	Limit: \$ _____	Date: _____
Credit Approval Pending – Personal Guarantee signed: _____		Limit: \$ _____
Number of Guarantors Needed: _____		Date: _____
Credit Denied: _____	Reason: _____	
Account Number: _____	Sales Rep Name and Number: _____	
Date Account Opened: _____	Signature: _____	

**FOR CUSTOMER USE ONLY IF REQUESTED BY CONSOLIDATED OIL
PERSONAL GUARANTEE**

Guarantor hereby unconditionally guarantees to Consolidated Oil the full and prompt payment of all indebtedness (as hereinafter defined) of Customer due and to become due to Consolidated Oil except as may otherwise be limited below. The term "indebtedness" shall mean any and all indebtedness, liabilities, and obligations of every kind, nature and description owed to Consolidated Oil by Customer, whether direct or indirect, absolute or contingent, whether now due and owing, or which hereafter from time to time, be or become due and owing, whether hereafter created or arising, including all amounts owing to Consolidated Oil, LLC. This is a guarantee of payment and not of collections, and Guarantor agrees that Consolidated Oil shall not be obligated prior to seeking recourse against or receiving payment from Guarantor, to exercise any diligence whatsoever in collecting or attempting to collect the indebtedness by any means. Guarantor's liability for payment of the indebtedness shall be absolute and unconditional, and nothing except the actual full payment to Consolidated Oil of all of the indebtedness shall operate to discharge Guarantor's liability under this agreement. Accordingly, Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guaranty or suretyship law would otherwise operate to impair or diminish the liability of Guarantor for the Indebtedness including without limitation any extension, modifications, indulgence, compromise, settlement or verification of any of the terms of the Indebtedness. This Guaranty shall inure to the benefit of Consolidated Oil and its successors and assigns. This Guaranty and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the Laws of the State of North Carolina and Guarantor consents to both jurisdiction and venue in the North Carolina courts. Further, Guarantor consents to jurisdiction and venue in Moore County, North Carolina. The term "Guarantor" shall mean all and each one of the persons executing this guaranty agreement below, and their obligations to Consolidated Oil shall be joint and several. This guaranty is freely and voluntarily given to Consolidated Oil by Guarantor, without duress or coercion, and after Guarantor has either consulted with legal counsel or has reviewed the terms and provisions of this Guaranty. This Guaranty shall remain in full force and effect until time as Consolidated Oil shall receive by certified mail, return receipt requested, from Guarantor, a written notice of revocation. Such revocation shall not in any way relieve Guarantor from liability for any indebtedness incurred prior to actual receipt by Consolidated Oil of said notice. Should Consolidated Oil be required to institute any legal action, including but not limited to a lawsuit or arbitration, for any debt for which the Guarantor is liable, Consolidated Oil is entitled to recover all costs expended to recover the indebtedness including, but not limited to, its reasonable attorney's fees.

First Name	Middle Int.	Last Name	Home Address	
City	State	Zip Code	Phone	Social Security
Guarantor's Signature			Title	

First Name	Middle Int.	Last Name	Home Address	
City	State	Zip Code	Phone	Social Security
Guarantor's Signature			Title	

First Name	Middle Int.	Last Name	Home Address	
City	State	Zip Code	Phone	Social Security
Guarantor's Signature			Title	