



P.O. Box 5840 o Mesa, Arizona 85211-5840
PHONE 480-962-6111 o FAX 480-969-4965

OFFICE USE ONLY
Petroleum [] Cardlock []
Approved By _____
Salesperson _____
Account No. _____

CREDIT APPLICATION, AUTHORIZATION & AGREEMENT

COMPANY INFORMATION

Company: _____
Billing Address: _____
City, State & Zip: _____
Delivery Address: _____
City, State & Zip: _____
Authorized Buyer: _____
Phone: (____) _____ Fax: (____) _____
Accounting Email: _____
Purchasers Email: S _____

Check One:
Government [] Corporation []
Limited Liability Co. [] Partnership []
Sole Proprietorship []
Nature of Business: _____
Federal Tax ID: _____
Date Business Started: _____
Accounting Contact: _____
Cardlock Contact: _____

REFERENCES

Bank: _____
Name Street, City, State & Zip Account No.
Contact (____) Phone (____) Fax

Petroleum Supplier: _____
Name Street, City, State & Zip
Account No. (____) Phone (____) Fax

Trade Reference _____
Name Street, City, State & Zip
Account No. (____) Phone (____) Fax

Trade Reference _____
Name Street, City, State & Zip
Account No. (____) Phone (____) Fax

OWNERS, PARTNERS & SHAREHOLDERS

Title [] Name [] [] Home Address [] [] Telephone [] [] Social Sec. No.
(____)
(____)
(____)

(OVER)

APPLICATION, AUTHORIZATION & AGREEMENT TERMS

The undersigned ("Customer") states that all of the foregoing information is correct and requests that Brown Evans Distributing Co. ("Distributor") extend credit, and/or continue previously extended credit to Customer.

To assist Distributor in determining the nature and extent of credit, if any, to be extended or continued, Customer hereby authorizes Distributor to obtain consumer credit reports and to investigate any credit and financial records, including banking records, which are in the name of Customer or its principal officers and owners and authorizes Distributor to share the information received from any consumer credit report with Distributor's affiliates, officers and owners. If requested by Customer, Distributor will disclose whether a consumer credit report has been obtained in connection with this application and, if so, the identity of the agency that furnished the report.

Customer hereby directs any credit bureau, credit reporting agency and any other person, agency or firm having data or information concerning Customer or its principal officers and owners to accept a photocopy of this authorization as Customer's release and direction to furnish copies of all such data and information to Distributor.

Customer agrees to assume full responsibility for all purchases made on Customer's account and to pay all bills when due. Customer agrees to not exceed the credit limits set by Distributor and in the event Customer does exceed any such limits, Customer agrees to assume full responsibility and to pay additionally any such amounts which have exceeded the credit limits previously set by Distributor.

Customer acknowledges and agrees that:

- i) except as agreed otherwise in writing by Distributor, payment terms are NET 15 DAYS.
- ii) any dispute or disagreement about billings, charges or goods delivered shall be deemed conclusively to be waived if not raised by Customer in writing within 10 days after billing.
- iii) all late payments and any unpaid balance shall be subject to interest at the rate of 1% per month or at the highest legally authorized rate of interest if the same is less than 1% per month.
- iv) If Distributor refers this account to any attorney or agency for collection, Customer will pay all costs and expenses, including attorney's fees and court costs, incurred by or on behalf of Distributor and any such amounts not promptly paid upon demand shall be added to the unpaid balance.
- v) any litigation arising out of or related to this Credit Application, Authorization & Agreement, to credit extended by Distributor or to products purchased by Customer shall take place in Maricopa County, Arizona.

Print Name: _____ Signature: _____

Title: _____ Social Security No.: _____ Date: _____

CONTINUING GUARANTEE AND CONSENT

As an inducement to Distributor to extend credit to Customer, and in consideration of such extension and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Guarantor(s)") jointly and severally unconditionally, irrevocably and personally guarantee full payment of all indebtedness incurred by Customer, including, without limitation, all purchases, debts, obligations and liabilities of Customer, now or hereafter incurred or entered into by Customer. Guarantor(s) agree that separate actions may be brought against Guarantor(s) whether or not Customer or others be joined in any such action. If litigation is instituted to enforce this Continuing Guarantee, the Guarantor(s) agree to the venue specified in the Credit Application, Authorization & Agreement.

Guarantor(s) hereby waive diligence, demand and notice from Distributor and authorize Distributor to, for time to time, renew the extension of credit to Customer, modify Customer's payment schedule and modify Customer's credit limits by credit limits, without notice to Guarantor(s)

The liability of Guarantor(s) shall not be affected by any compromise, modification, release or discharge of Customer's indebtedness, whether by operation of law or otherwise, or by any change in the form of the indebtedness, or by any modification of the forms of sale made by the parties thereto, or by the release, substitution or addition of any other guarantor. Nothing in this agreement shall diminish or alter Customers indebtedness, or affect the rights of Distributor against Customer.

Guarantor(s) hereby authorizes Distributor to investigate any credit and financial records, including banking records, which are in the name of Guarantor(s) or its principal officers and owners and authorizes Distributor to share the information received from any consumer credit report with Distributor's affiliates, officers and owners. If requested by Guarantor(s), Distributor will disclose whether a consumer credit report has been obtained in connection with this guarantee and, if so, the identity of the agency that furnished the report.

Guarantor(s) hereby consent to Distributor's use of a non-business consumer credit report on Guarantor(s) to evaluate the credit worthiness of Guarantor(s) in connection with the extension of business credit as contemplated by this credit application. Guarantor(s) hereby authorize(s) Distributor to utilize a consumer credit report on Guarantor(s) from time to time in connection with the extension or continuation of the business credit represented by this credit application. Guarantor(s) as individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15USC ~1681, etseq.

Guarantor(s): (If married, spouse must sign)

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____