



P.O. Box 597
Knox City, Texas 79529
Office: 940-658-3513/Fax: 940-658-3163

APPLICATION FOR CREDIT

(Must be Completed in Full)

Company Name: _____

Established: _____

Type of Entity: _____

FEIN/SSN#: _____

Billing Address: _____

Phone Number: _____

Fax Number: _____

Primary Contact Information:

Account Payable Contact Information:

Bank Reference

Bank Name: _____

Bank Contact Person: _____

Account No: _____

Bank Contact Phone: _____

Bank Address: _____

Bank Email: _____

Trade References:

Company Name: _____

Company Name: _____

Contact Name: _____

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

TERMS AND CONDITIONS OF RECEIVING CREDIT

Any and all purchases by Applicant/Customer shall be subject to the following terms and conditions:

1. **Payment Terms:** Payment terms are displayed on each invoice pursuant to agreement between Customer and Seller.
2. **Finance Charges:** Seller may impose a monthly finance charge at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law. The finance charges will commence thirty (30) days after the due date of the invoice. Seller shall also be entitled to its cost of collection, including reasonable attorney's fees. Acceptance of such finance charge by Seller shall not constitute a waiver of any rights Seller may have against Customer.
3. **Taxes:** Customer agrees to pay all federal, state, city and local use, sales, excise, receipts, and similar taxes applicable to the sale or use of the products sold to Customer. Upon request, Customer shall provide to Seller a copy of its resale certificate.
4. **Delivery:** Customer understands and agrees that Seller's products are delivered provisionally conditioned upon final payment being received from Customer. Customer understands that it will be fully liable for all deliveries made at its request even in the event that none of its employees are available to sign the delivery tickets for such deliveries. When any method of shipment other than Seller's regular method is used at the request of Customer, the freight and delivery charges shall be paid by Customer. Special handling charges by carrier shall be paid by Customer.
5. **Delays:** Seller will not be liable for any delay in the performance of orders received from Customer, or in the delivery of shipment of products, or for any damages suffered by the Customer by reason of such delay.
6. **Delay in Payment:** In the event of any default or delay in payment of Customer's obligations under any Seller's invoice or in the payment of any obligations under other agreements with Seller, or whenever in the judgment of Seller Customer may be unwilling or unable to make timely payment to Seller, or if Seller in good faith believes that the prospects of payment or performance by Customer is impaired, then all obligations incurred by Customer may, at the option of Seller, become immediately due and payable. Failure by Seller to assert this right will not be a waiver thereof.
7. **Seller Security Interest:** As security for the prompt payment and performance of all indebtedness and any other liabilities or obligations of the Customer to Seller, direct or indirect, absolute or contingent, whether now or hereafter arising, regardless of the form of such indebtedness, together with interest thereon and any renewals or extensions thereof, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, together with any costs and expenses of enforcement and attorneys' fees and costs and expenses relating to any of the foregoing, Customer hereby grants to Seller, in addition to any other available right, remedy or security interest, a continuing security interest in all of the following personal property: All of Customer's petroleum products (including, without limitation, butane, diesel fuel, fuel oil, gasoline, kerosene, liquefied natural gas, liquefied petroleum gas, and propane), inventory and other goods manufactured, distributed, consigned or sold by Seller, wherever located, now owned, held or hereafter acquired, and all proceeds there from. Customer hereby authorizes Seller: to prepare and/or file and/or add additional information as it becomes available, or otherwise transmit any and all records, which Seller in its sole discretion shall deem necessary to create and perfect a security interest consistent with this grant of security interest or with any future grant of a security interest by Customer. Nothing herein shall be deemed to be a waiver of any right, remedy or security interest available to Seller as a result of the transactions contemplated by these terms and conditions including, without limitation, any lien rights available to Seller pursuant to applicable law.
8. **Electronic Funds Transfer and Right to Draw on any Letter of Credit:** Customer's execution of this Agreement shall serve as Customer's consent and authorization following default in any payment when due, for Seller to effect a direct, Electronic Funds Transfer from any bank, savings and loan, or other account under the control of Customer directly to Seller's bank, or to draft from any Letter of Credit for which Seller is beneficiary and Customer is the Applicant. By execution of this Agreement, Customer agrees to indemnify and hold harmless any depository holding funds under the control of Customer which transfers funds to Seller.
9. **Limited Warranty:** To the extent permitted under the original manufacturer's warranty, if any, Seller hereby transfers and assigns such original manufacturer's warranty of any Seller's product sold, delivered or consigned by Seller to Customer. Seller's obligation under this warranty shall be limited to replacing product or crediting Customer pursuant to Seller's current credit and return policies. Under no circumstance shall Seller be obligated for consequential or other damages, losses, or expenses in connection with such defective product.

THE WARRANTY CONTAINED HEREIN IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR OF FITNESS.

IN ADDITION, SELLER SHALL NOT BE LIABLE FOR LOSS, DAMAGE OR INJURY OF ANY NATURE, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH OR RESULTING FROM USE OF MERCHANDISE OR PRODUCTS.

Customer shall not be permitted to extend Seller's warranty contained herein to any person on Seller's behalf, and Seller assumes no obligation or liability, and authorizes no other person to assume for it any obligation or liability, other than its obligation to Customer contained herein.

10. **Controlling Provisions:** The terms and conditions contained herein and in Seller's invoices shall supersede any provisions, terms and conditions contained on any confirmation order, purchase order or any other writing the Customer may give, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. No agent, salesperson or any other person has any authority to obligate Seller with regard to any terms or conditions not contained herein. No terms and conditions contained herein may be modified, changed or amended, or any provision waived by Seller, unless in writing duly signed by an authorized officer of Seller. Any terms and conditions not contained herein or in Seller's invoices, whether contained on any confirmation order, purchase order, or any other writing the Customer may give, unless agreed to in writing signed by an authorized officer of Seller, shall be deemed to be void and of no force and effect. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law principles of that or any other jurisdiction. Venue for any such dispute shall be any court within Knox County in the State of Texas.

11. **Cancellation:** An order once placed with and accepted by Seller can be cancelled only with Seller's written consent. Seller may elect to cancel any order or portions thereof, although previously accepted by Seller.

12. **Returned Product:** Any returns will only be accepted in accordance with Seller's return policies.

Customer Full Legal Name:_____

Authorized by:_____
Printed Name and Title of Authorized Agent

Authorized by:_____
Authorized Agent's Signature

Date:_____

Continuing Guaranty

In consideration of the credit Seller has extended or may extend to Customer and for other valuable consideration, the undersigned ("Guarantor") agrees as follows:

1. **OBLIGATIONS OF GUARANTOR.** Guarantor hereby unconditionally guarantees the performance and payment when due of all of Customer's obligations and Indebtedness now or hereafter owed to Seller, as provided herein. The term "Indebtedness" shall include every payment and performance obligation which Customer has or may have to Seller; absolute or contingent, liquidated, determined or undetermined; regardless of the form thereof and whenever due; whether joint or several; and whether or not barred at any time by any statute of limitations; all in the broadest sense.

2. **AMOUNT AND TERM.** This is a Continuing Guaranty, without limitation of amount or duration; and shall be terminated only in accordance with paragraph 6.

3. **GUARANTOR'S WAIVERS.** Guarantor waives notice of acceptance of this Guaranty, presentment, demand, protest, notice of dishonor, any right to require Seller to commence suit against any party liable on the Indebtedness, and any defense based upon any election of remedies by Seller, including but not limited to an election to proceed by non-judicial foreclosure rather than judicial foreclosure, which destroys or impairs any of Guarantor's rights of subrogation or reimbursement against Customer. Guarantor also waives notice of new or additional obligations of Customer to Seller, and the benefit of any statute of limitations affecting (i) Guarantor's obligations and their enforcement, or (ii) Seller's rights of recovery.

4. **CONSENT TO SELLER'S ACTS.** Guarantor agrees that Seller, without notice or consent, upon such terms as Seller may deem advisable, may do any one or more of the following pursuant to the terms of this Continuing Guaranty, any agreement between Seller and Customer or Seller's rights under law: (a) Renew, compromise, extend, accelerate, or otherwise change the terms of any of the Indebtedness; (b) Take and hold security for all or part of the Indebtedness or for the performance of this Guaranty, and exchange, enforce, waive, and release any security; (c) Direct the order and manner of disposition of security, dispose of all or any part of the security at public or private sale (and purchase at such sale) and apply the proceeds of sale or other disposition against the Indebtedness in such order and manner as Seller may determine; (d) Proceed directly against Guarantor, without first proceeding against Customer or any other person or against any other security Seller may have; (e) Compromise or settle with Customer or any other person liable on the Indebtedness; (f) Assign all or any part of its interest in this guaranty; (g) Repay to Customer, pursuant to court order in any bankruptcy, debt relief or other proceeding, any payment made to Seller on the Indebtedness, and in such event the liability of Guarantor for such amount shall be revived the same as if such amount had not been paid.

5. **GUARANTOR'S RESPONSIBILITY.** Guarantor accepts full responsibility for keeping informed of Customer's financial condition, and of all other circumstances bearing upon the risk of nonpayment of the Indebtedness, which diligent inquiry would reveal. Absent a request by Guarantor for specific information, Seller shall have no duty to give Guarantor any information known to Customer.

6. **TERMINATION.** This Guaranty shall continue until Guarantor receives notice in writing, signed by Seller or Seller's legal representative, of Seller's termination hereof, and any such notice shall be effective only upon actual receipt by Guarantor. No such termination shall relieve Guarantor or Guarantor's estate from liability for Indebtedness incurred prior to Guarantor's receipt of such notice, and for 30 days thereafter.

7. **NOTICES.** Any notices or other documents with respect to this Guaranty shall be in writing and delivered personally or by registered or certified mail, postage prepaid, addressed to the other party at the address shown below and (except for a notice of termination) shall be effective when personally delivered or as shown on the receipt.

8. **GENERAL.** This Guaranty shall be governed and construed by and in accordance with the laws of the State of Texas. Guarantor hereby represents and warrants that it is in Guarantor's direct interest to assist the Customer because of Guarantor's position and/or economic relation with Customer. If Seller enforces this Guaranty, Seller shall be entitled to reasonable attorneys' fees and costs, plus interest thereon, and on the Indebtedness, from due date until paid, at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less. This Guaranty shall inure to the benefit of and be enforceable by Seller, its successors and assigns, and shall bind Guarantor and the heirs, representatives, successors, and assigns of Guarantor. If any part hereof shall be unenforceable, the balance shall remain in effect unless it thereby defeats the intention of the parties as expressed herein.

9. **FORUM SELECTION.** Guarantor agrees that all actions or proceedings arising directly or indirectly in connection with, out of, related to or from this Agreement shall be litigated only in courts having situs within the State of Texas, in the County of Knox, and Guarantor hereby consents and submits to the jurisdiction of any local, and state or federal court located within such venue or which has original jurisdiction over matters which may arise in County of Knox. Guarantor waives any objection that it may now or hereafter have

to the venue of any such action or proceeding in any such court or that any such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.

10. **JOINT AND SEVERAL.** If two or more parties are guarantor, they shall be jointly and severally liable, and the terms “Guarantor” shall be construed to refer to each of them, as if each had signed a separate Guaranty. This Guaranty shall not be terminated or affected, as to a party, by the termination or release of any liabilities or security of or from any other party.

11. **CREDIT INVESTIGATION.** Guarantor hereby authorizes Seller to perform a credit investigation, make credit inquiries, order credit reports and obtain such credit information about Guarantor as Seller in its sole discretion may deem necessary or appropriate.

Date:_____

Seller’s address:
Penman Services, LTD
609 E. Main St.
Knox City, Texas
79529

Guarantor:_____
By:_____
Address:_____
SSN#_____

Guarantor:_____
By:_____
Address: _____
SSN#_____

Electronic Funds Transfer Authorization Agreement

_____(hereinafter "Customer")
(Customer legal Name) (Customer address) (state)(zip)

Does hereby authorize Penman Services, LTD to initiate debit and/or credit entries to Customer's account at Customer's financial institution, as indicated below, relative to payment by Customer for products purchased from Penman Services, LTD.

Financial Institution Information

Financial Institution Name: _____

Transit/ABA No.: _____ Account No.: _____

Financial Institution Address: _____

Financial Institution Contact: _____ Phone No.: _____

This Agreement will be effective as to Penman Services, LTD's invoices dated after Penman Services, LTD's acceptance of this Agreement and will remain in effect until terminated by either party by giving fifteen (15) days prior written notice to the other party at Customer's address above or if to Penman Services, LTD, 609 E. Main St. Knox City, Texas 79529. Notice of termination of this Agreement will in no way affect any debit or credit transactions initiated prior to the expiration of this Agreement, nor release Customer from its payment obligations to Penman Services, LTD for products purchased from Penman Services, LTD for which payment is outstanding at the time of termination of this Agreement.

Customer further authorizes the named financial institution to debit and/or credit Customer's account as set forth in this Agreement. Entries, debit and credits, to Customer's account will be made only as authorized by the terms of this Agreement. Penman Services, LTD agrees that no single entry initiated under this Agreement will be in excess of the amount due unless specifically authorized by the Customer. Customer agrees to reimburse Penman Services, LTD for any administrative, legal and/or banking costs and expenses incurred or charged to Penman Services, LTD as a result of returned items.

Executed and Agreed to be effective as of the _____ day of _____.

Penman Services, LTD

By: _____

Its: _____

Date: _____

Customer: _____

By: _____

Its: _____

Date: _____