



516 North 7th Avenue, P.O. Box 6850  
 Evansville, Indiana 47719  
 812.422.3251 | 800.422.3645 | Fax: 812.422.3291  
 E-mail: ar@heritageoil.com

## CUSTOMER ACCOUNT SETUP FORM

CUSTOMER INFORMATION					
LEGAL BUSINESS NAME:					<b>EIN: W-9 REQUIRED</b>
If Individual: First, Middle Initial and Last Name					If Individual use SSN#
PHYSICAL STREET ADDRESS, CITY, STATE, ZIP:			MAILING STREET ADDRESS, CITY, STATE, ZIP:		
PHONE:		FAX:	DATE ESTABLISHED:		CREDIT AMOUNT REQUESTED: \$
PRODUCTS USED(mark all that apply): <input type="checkbox"/> Fuel FTL (Full Truck Load) <input type="checkbox"/> Fuel LTL (Less than Truck Load) <input type="checkbox"/> Lubricants <input type="checkbox"/> Fuel Cards					
TYPE OF ACCOUNT:					
<input type="checkbox"/> Agricultural <input type="checkbox"/> Prepay <input type="checkbox"/> Commercial <input type="checkbox"/> Distributor <input type="checkbox"/> Government <input type="checkbox"/> Individual <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesale <input type="checkbox"/> Other _____					
TAX EXEMPTIONS: (mark all that apply) <input type="checkbox"/> Sales Tax <input type="checkbox"/> Federal Excise <input type="checkbox"/> State Excise <b>TAX FORMS REQUIRED</b>		<b>TAX FORMS MUST BE COMPLETED FULLY AND SUBMITTED BEFORE THE EXEMPTION WILL APPEAR ON YOUR INVOICE.</b>			<b>PO'S REQUIRED:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
PREFERRED PAYMENT METHOD :					
<input type="checkbox"/> Check/Cashiers Check <input type="checkbox"/> Check Over the Phone(no fee) <input type="checkbox"/> ACH/EFT <input type="checkbox"/> Credit Card (fees may apply)					
*Please mail all payments to Heritage Petroleum, PO Box 6850 Evansville, IN 47719					
ACCOUNTS PAYABLE CONTACT:			PURCHASING CONTACT:		
PHONE:		EMAIL:	PHONE:		EMAIL:
PRINCIPALS, PARTNERS, OFFICERS & MEMBERS					
NAME & TITLE:		SSN:	NAME & TITLE:		SSN:
ADDRESS:			ADDRESS:		
PHONE:		EMAIL:	PHONE:		EMAIL:
BANK REFERENCES (not required for Prepay customers)					
BANK NAME:			BANK NAME:		
PHONE:		FAX/EMAIL:	PHONE:		FAX/EMAIL:
BANK CONTACT:			BANK CONTACT:		
ACCOUNT NUMBER: (required)		ACCT TYPE: <input type="checkbox"/> Checking <input type="checkbox"/> Saving	LENGTH ACCT OPEN:		ACCOUNT NUMBER: (required)
					ACCT TYPE: <input type="checkbox"/> Checking <input type="checkbox"/> Saving
TRADE REFERENCES (not required for Prepay customers)					
COMPANY NAME:			COMPANY NAME:		
COMPANY ADDRESS:			COMPANY ADDRESS:		
PHONE:		FAX/EMAIL:	PHONE:		FAX/EMAIL:

**PREPAY CUSTOMERS**

**Terms and Conditions of Sale:** The Applicant agrees to pay in full for all purchases prior to delivery. No terms or conditions are extended. No product will be accepted for return without prior approval. Should it become necessary to place the account with a collection agency or attorney for collection, Heritage shall be entitled to its attorneys' fees, paralegal fees, collection costs, and prejudgment interest on any damage claim in addition to all other sums due.

- Prepayment Options:**
- Credit Card (fees may apply) – Applicant's credit card will be authorized prior to delivery and be held as a pending transaction until delivery is complete and the billing is finalized.
  - ACH/EFT/Check Over The Phone – Applicant provides Heritage with required information to complete the transaction. There is a 3 day wait on this type of PP to be sure the transaction clears the bank.
  - Check – Applicant can pay by check in advance. There is a 3 to 5 day wait time for delivery, as delivery cannot occur until the check clears the bank. If check is returned for NSF, there is a \$25 fee.
  - Wire – The applicant can wire the funds to Heritage prior to delivery.

<i>APPLICANT SIGNATURE</i>	<i>PRINTED NAME AND TITLE</i>	<i>DATE</i>
<i>APPLICANT SIGNATURE</i>	<i>PRINTED NAME AND TITLE</i>	<i>DATE</i>

**CUSTOMERS REQUESTING CREDIT**

The Applicant hereby applies to Heritage Petroleum, LLC ("Heritage") for credit. It is understood and agreed that the undersigned specifically consents to Heritage investigating the Applicant's, and Applicant's owner's, if applicable, credit history and may utilize outside credit reporting services to obtain information on the Applicant/owners. Applicant further agrees to give permission to make inquiry of financial and related matters at applicant's bank(s). All information provided on this Commercial Credit Application is warranted by the undersigned and Applicant to be complete and accurate. Heritage shall determine the creditworthiness of the Applicant in its sole discretion, and further Heritage may increase, decrease or terminate the credit availability to Applicant at any time within its sole discretion.

**Payment Terms:** If credit is extended, the Applicant understands that all invoices are due and payable to Heritage Petroleum, LLC as follows: Full Truck Load (Transport): due and payable net ten (10) days after the date of delivery and are past due eleven (11) days after delivery; Less than Truck Load (Tankwagon): due and payable net fifteen (15) days after the date of delivery and are past due sixteen (16) days after delivery; Lubricants: due and payable net thirty (30) days after the date of delivery and are past due thirty-one (31) days after delivery; Fuel Cards (Pacific Pride): due and payable net fifteen (15) days after the invoice date and are past due sixteen (16) days after invoice delivery, invoices are bi-monthly. If Applicant has not paid all sums due Heritage by the due date stated on the invoice a minimum monthly finance charge of 1.5% per calendar month or the highest amount legally allowed shall accrue and be payable each month until paid in full. The waiver of a finance charge or any portion thereof shall not be deemed to be a waiver of any future finance charges.

**Terms and Conditions of Sale:** The Applicant agrees to pay for all purchases according to the terms of Heritage. No terms or conditions of purchase orders different from the terms of Heritage will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Heritage. No product will be accepted for return without prior approval. Applicant agrees that all deliveries are FOB place of delivery and that title passes to Applicant upon delivery with or without the presence of Applicant or Applicant Employees and with or without Applicant's signature of acceptance. Should it become necessary to place the account with a collection agency or attorney for collection, Heritage shall be entitled to its attorneys' fees, paralegal fees, collection costs, and prejudgment interest on any damage claim in addition to all other sums due. Applicant will pay a returned check fee equal to the greater of \$25 or the maximum allowed by law.

**Security Interest:** To secure payment of all amounts due to Heritage, the Applicant hereby grants to Heritage a security interest in all the inventory and goods purchased by Applicant from Heritage (the "Collateral") and the proceeds of such Collateral, and all accounts receivable and proceeds from the sale or use of said Collateral, insurance proceeds and products thereof from such Collateral; and all accessions, substitutions and additions thereto, and all proceeds thereof. The Applicant further authorizes Heritage to file a UCC-1 financing statement without Applicant's signature to perfect the security interest of Heritage.

Applicant shall provide Heritage with at least 15 days' notice of any change in principals or any change in Applicants legal name or legal identity. The Applicant and any guarantor hereunder agree to provide Heritage with updated financial information upon request. Heritage reserves the right to terminate or reduce any credit issued to the Applicant with no notice to Applicant. Upon the failure to make any payment when due and/or any default or breach of this Agreement, Heritage may exercise any and all rights and remedies provided by law. Should any collection efforts be instituted to collect any amount any debts of the undersigned, the undersigned and/or any guarantor agree to pay all cost of collection, including but not limited to attorney fees and interests on the past due amount at the highest rate legally available. This Agreement is governed by the laws of the State of Indiana without regard to its internal laws respecting conflicts of laws. The Applicant and each guarantor below accepts unconditionally the exclusive jurisdiction of any state or federal court located in Vanderburgh County, Indiana over any action or proceeding arising out of this Agreement and waives any claim that the State of Indiana is not a convenient forum or the proper venue.

The Applicant agrees that any EXTENSION OF CREDIT FOLLOWING APPROVAL OF THIS COMMERCIAL CREDIT APPLICATION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS on this Account Agreement and Terms of Sale. You affirm and represent that you are authorized to execute this Commercial Credit Application on behalf of Applicant and that you have read the above Account Agreement and Terms of Sale and agree to be bound by them. This Commercial Credit Application and Account Agreement and Terms of Sale contains the entire and only understanding between Applicant and Heritage Petroleum, LLC relating to the subject of the matter hereof. No provision of this Agreement can be waived, amended or modified, except by an instrument in writing signed by a duly authorized representative of Heritage Petroleum, LLC. The execution of this Commercial Credit Application and Account Agreement and Terms of Sale will be legally binding upon the Applicant.

By signing this Commercial Credit Application, I acknowledge that I have read and agreed to the terms and conditions set forth in the above Account Agreement and Terms of Sale.

<i>APPLICANT AUTHORIZED SIGNOR/OWNER SIGNATURE</i>	<i>PRINTED NAME AND TITLE</i>	<i>DATE</i>
<i>APPLICANT AUTHORIZED SIGNOR/OWNER SIGNATURE</i>	<i>PRINTED NAME AND TITLE</i>	<i>DATE</i>

**CONTINUING PERSONAL GUARANTY (not required for Prepay customers)**

In consideration of Heritage Petroleum, LLC (the "Lender") extending credit and/or providing other financial accommodation to the Applicant identified above on the Commercial Credit Application (the "Applicant"), the undersigned (collectively the "Guarantors"), jointly and severally hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to Lender on open account or otherwise, including without limitation service charges, finance charges and reasonable attorneys' fees and legal expenses, paid or incurred by the Lender in endeavoring to collect any obligation of the Applicant or enforcing this Guaranty. The Guarantors authorize the Lender to obtain credit and financial information concerning him or her at any time and from any source. The liability of the Guarantors is continuing, direct and unconditional, and Lender shall have the right to proceed against the Guarantors immediately upon any default by the Applicant and shall not be required to take any action or proceedings of any kind against the Applicant or any other party liable for the Applicant's debts or obligations before proceeding against the Guarantors hereunder; and the Guarantors further waive all demands for performance, notices of non-performance, and the incurrence or modifications of existing or additional indebtedness. No delay in enforcement of this personal Guaranty shall affect the liability of any of the undersigned. This Guaranty is governed by the laws of the State of Indiana without regard to its internal laws respecting conflicts of law. The Guarantors accept unconditionally the exclusive venue and jurisdiction of any state or federal court located in Vanderburgh County, Indiana over any action or proceeding arising out of this Agreement.

By signing this Continuing Personal Guaranty, I acknowledge that I have read and agreed to the terms and conditions set forth in the above Guaranty and Account Agreement and Terms of Sale.

<i>GUARANTOR SIGNATURE</i>	<i>GUARANTOR PRINTED NAME AND TITLE</i>	<i>DATE</i>
<i>GUARANTOR SIGNATURE</i>	<i>GUARANTOR PRINTED NAME AND TITLE</i>	<i>DATE</i>