

## \*\*Account Credit Application\*\*

I/We herewith make application to Pacific States Petroleum, Inc. ("Vendor") to establish credit, request an increase or reconfirmation of our existing account. I/We hereby affirm that all information supplied is true and correct. In establishing credit, you agree and authorize the Vendor to send the forthcoming preliminary notice(s) to your mailing address on file in this account application.

Proprietorship:	Partne	rship: 🔲	Inco	orporat	ted: 🔲		Pac	Sates A	ect Mgr:		
Company Name:					Business Name DBA (If applicable):						
Federal ID #:					Resale (Please attach) #:						
Mailing Address:						City:					Zip Code:
Physical Addres	s:				City:				State:		Zip Code:
Phone Number:					Fax:						
Accounting Contact: Accounting Ph					one Number: Accounting				g Email:		
Years in busines	s:	If less	than one y	ear, pro				address:			
Does your comp	any own real prop	erty?	Yes	No	) C	Complete	address:				
	**PLI	EASE LIST	ALL BA	NK A	CCOL	UNTS A	ND PHO	NE NUN	MBERS**	*	
Company Bank:					Acc	count #					
City:			State:					Phone:			
Company Bank:					Acc	count #					
City:			State:					Phone:			
**I	PRINCIPLE(S) A	ND PROJ	ECT CON	TRA(	CTOR	R(S) REI	ERENC	E AND	PHONE I	NUME	BERS**
Owner::		City	<b>:</b>			State:		Phone N	Number:		
General Contractor:		City	<b>:</b>			State:		Phone N	Number:		
Sub- Contractor:		City	<b>:</b>			State:		Phone N	Number:		
		**IM	<b>PORTAN</b>				ORMAT	'ION**			
A PO# is required for delivery:  PO# / Job #  (if applicable)											
(ii applicable)											
**DEFAULT AGREEMENT**  The undersigned authorizes the Vendor or assigns to obtain bank account information and agrees to the following terms in all credit transactions unless otherwise agreed to in writing by authorized company officers. Payment terms NET 15. The purchase price is due and payable upon receipt of invoice and payable as shown under the terms of invoice, and unless paid by that due date, any unpaid balance shall be delinquent and subject to a finance charge applying a periodic rate of 1.5%. The ANNUAL PERCENTAGE RATE IS 18%. The finance charge stated herein is a charge for the credit sale of the goods purchased. It is part of the purchase price when such purchase price is paid for over time rather than when due. Delinquent accounts are costly to the seller to process and carry. The finance charge is an amount which both seller and purchaser agree represents a reasonably attempt to estimate a fair average compensation to the seller for such expense. The buyer and seller agree to presume that the finance charge is equal to the seller's expenses of processing and carrying a delinquent account and they agree that it would be impractical or extremely difficult, to fix the actual expenses. Should the undersigned default on any obligation incurred under this agreement and the Vendor or assigns refers this account to his attorney for collection and legal action, the undersigned agrees as follows: to pay the principal due, attorney fees and all costs of any nature incurred by the vendor to pursue the delinquent obligation. In addition, 15% of the principal amount due shall be added to the principal as liquidated damages to cover any and all additional expenses to vendor. In the event of dispute or litigation between the parties, it is hereby agreed that jurisdiction and venue shall vest in Contra Costa County, California at the sole discretion of the Vendor. All other venues are hereby expressly waived.    Position / Title:   Position / Title:											
Print Name:						Date:					
Time ivalle.						Date.					



## \*\*\*Payment Options\*\*\*

Pacific States Petroleum, Inc. requires COD (cash or check), EFT or credit card for at least the first TWO deliveries. Once credit application has been processed and approved, customers can be placed on NET 15 payment terms for remittance. I (we) hereby authorize Pacific States Petroleum, Inc. to initiate debit entries to my EFT, or credit card accounts indicated below at the depository financial institution named below and to debit the same to said account. I (we) acknowledge that the origination of all transactions to the respective account(s) must comply with the provisions of U.S. Rules and Regulations.

		1st and	st and 2 <sup>nd</sup> delivery payments			Automatic payments				
***Important Billing Information*** Business Name:										
Mailing Ac	dress:		_	<del></del>	_		_			
City:					State:	T	<u> </u>	Zip Code:		
•					State.					
Business P	hone:	(	)			Cell Phon	e: (	. )		
Authorized										
Signature:						T.S. (				
Print Name	ð:					Date:				
Email Address:										
□EFT Option: Pacific States Petroleum, Inc. is authorized to initiate EFT debit entries to my (our) account and the depository named below. <i>Please attach a copy of a voided check</i> .										
Bank Name	e :									
Account #:						Routing #	:			
☐ CREDIT CARD Option: Pacific States Petroleum, Inc. is authorized to initiate debit entries to my (our) account and the depository named below.										
□ Visa			☐ MasterCard					□ Ameri	ican Express	
Credit Card Number:										
Expiration Date:				Security Co						
Name as it appears on card:										

The payment option(s) authorized above will remain in full force until Pacific States Petroleum, Inc. has received written notification by authorized individual(s) of said company for termination. At such time, Pacific States Petroleum, Inc. will make every effort to reasonable remove and/or notify depository to act upon it.



The undersigned company hereby certifies that the **DYED DIESEL FUEL** purchased from **Pacific States Petroleum, Inc.** will be used for the non-taxable purpose specified below:

## (Please select ONE box)

Use in an engine specifically designed for an off-highway construction vehicle.
Use other than as a fuel in a propulsion engine of a diesel powered vehicle or diesel powered boat (such
as home heating oil, use in stationary engines, or power motor to run a refrigeration unit, pump,
generator, or mixing unit).
Use on a farm for farming purposes
Exclusive use of a state or local government
Use in a bus or the exclusive use of a non-profit educational organization
Use in a highway vehicle that is not require and is not required to be registered under the laws of any
state or foreign country (such as specifically designed mobile equipment and construction, mining,
manufacturing, processing, farming, drilling, timbering, or other specially designed equipment.

The buyer acknowledges that in the event any dyed diesel fuel purchased for the use described above is used for the purpose or purposes other than those designated on this certificate, the buyer will be required to report and pay tax under United States and California Diesel Fuel Tax Law. The buyer understands that fraudulent use of this certificate will subject the buyer to payment of the taxes owed and any penalties on each transaction. The penalty is the greater of \$1,000 portion or \$10 per gallon of the dyed diesel fuel involved. After the first violation, the \$1,000 portion of the penalty increases depending on the number of violations. If the penalty is imposed each officer, employee, or agent of a business entity who willfully participated in any act giving rise to the penalty is jointly and severally liable for penalty.

This certificate entitles the seller to exclude sale amount from the measure of sales subject to the additional state sales and use tax imposed on sales and purchases of diesel fuel under sections 6051.8 and 6201.8 of the Revenue and Taxation Code.

I HEREBY CERTIFY: That the purchase of diesel from Pacific States Petroleum, Inc.

Is exempt from diesel fuel taxes (e.g., exempt train operators or exempt off-highway use).

The purchase is not subject to the additional state sales and use tax because it is exempt from the diesel fuel taxes imposed under Revenue and Taxation Code section 60050 and not subject to the backup tax imposed by section 60058 or the payment requirement specified in section 60108.3

Company Name:		
Mailing Address:		
Phone Number:		
Signature:		
Position / Title:	Date:	