



6390 Greenwich Dr, Suite 200
San Diego, CA 92122

T 800.499.4645
F 858.348.2596

Pfleet.com

CREDIT APPLICATION and AGREEMENT

I/WE (hereinafter "Customer" or "Applicant") herewith make application to Plavan Commercial Fueling, Inc. DBA P-Fleet (hereinafter "P-Fleet") for credit, or an increase reconfirmation of our existing account under this Credit Application and Agreement (hereinafter "Agreement"). The undersigned Applicant gives and grants P-Fleet, or its agent, permission to verify and re-verify all information stated herein at any time. P-Fleet is a reporting member of the San Diego Credit Association & TRW Business Credit. Applicant hereby agrees that all credit granted and/or extended will be paid timely in accordance with P-Fleet's normal terms. Applicant does affirm that all information is true and correct.

PLEASE ANSWER ALL QUESTIONS. (if more space is needed, a continuation sheet may be attached)

Company Name _____ LLC _____ Partnership _____ Proprietorship _____ Incorporated _____ State _____
DBA _____ Federal ID# _____ State Resale # _____
Physical Address _____ City _____ State _____ Zip _____ Type of Bus _____
Mailing Address _____ City _____ State _____ Zip _____
Years in Business _____ If less than one year, previous business name & address _____
Payables Contact _____ Phone (____) _____ Fax (____) _____ E-Mail _____
Purchasing Contact _____ Phone (____) _____ Fax (____) _____ E-Mail _____
Has your company ever filed Bankruptcy? _____ No _____ Yes, what Chapter? _____ Date of filing _____
Contractor's License Number _____ Type of License _____

LIST ALL BANK ACCOUNTS AND PHONE NUMBERS

Co. Bank _____ Acct# _____ City _____ St _____ Phone (____) _____ Contact _____
Co. Bank _____ Acct# _____ City _____ St _____ Phone (____) _____ Contact _____

BUSINESS CREDIT REFERENCES – PRIMARY SUPPLIERS

Fuel Supplier _____ Monthly Gallons _____ Phone (____) _____ Fax (____) _____
Name _____ City _____ St _____ Phone (____) _____ Fax (____) _____
Name _____ City _____ St _____ Phone (____) _____ Fax (____) _____
Name _____ City _____ St _____ Phone (____) _____ Fax (____) _____

Does Company own Real Property? _____ No _____ Yes Address _____

LIST ALL OFFICERS OF COMPANY WITH TITLES

Name _____ SS# _____ Title _____
Home Address _____ City _____ St _____ Zip _____ Own _____ Rent _____
Name _____ SS# _____ Title _____
Home Address _____ City _____ St _____ Zip _____ Own _____ Rent _____

TERMS AND CONDITIONS OF SALE

The Customer fully understands and agrees to comply with the following terms and conditions of this Agreement.

- DEFAULT AGREEMENT TO PAY. Signature states that Customer agrees to pay for products and/or services received from P-Fleet.** Should the Applicant default on any obligation to P-Fleet, the Applicant agrees as follows: (1) to pay all principal due; (2) to pay a late charge on all principal due and unpaid within the time period allowed by P-Fleet, at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law in the event a Court should determine that this late charge is excessive or otherwise unenforceable; (3) to pay all attorneys fees and costs of collection, including but not limited to attorneys fees incurred in preparing and transmitting demand letters and other pre-litigation services, as well as litigation itself; (4) that this Agreement is executed and to be performed in San Diego County, and therefore any litigation to enforce the terms of this Agreement will be filed in San Diego County. In the event there is a conflict between the terms of this Agreement and the terms of any subsequent written agreement between the parties and/or P-Fleet invoice and/or P-Fleet statement provided to Applicant, the Applicant agrees to be bound by the terms of the subsequent document setting forth the monetary obligation of Applicant. In the event of any conflict between the terms of Applicant's purchase orders and this Agreement and/or any P-Fleet invoice and/or P-Fleet statement, Applicant agrees that the terms of the P-Fleet document corresponding to the Applicant's purchase order will prevail (i.e., the terms of the P-Fleet invoice and/or statement pertaining to delivery of the goods referenced in the purchase order will prevail over any conflicting terms contained in the purchase order.).
- PAYMENT.** Unless otherwise agreed to in writing by P-Fleet, the undersigned Customer agrees to the following terms in all credit transactions:
NET 15 DAYS FROM DATE OF INVOICE.
In the event said charges are not paid in accordance with the terms above, Customer agrees to pay P-Fleet a service charge of One and One Half Percent (1.5%) per month on the unpaid balance and agrees to forfeit any and all volume discounts. Further, P-Fleet can refuse further charges to Customer. **This service is not an alternative performance provision.**
- TAXES.** Customer agrees to pay any and all applicable sales, excise, and use taxes. Customer agrees to provide P-Fleet with any and all certificates that may allow Customer to be exempt from certain State and/or Federal sales, excise or use taxes.

Initial _____



6390 Greenwich Dr, Suite 200
San Diego, CA 92122

T 800.499.4645
F 858.348.2596

P Fleet.com

4. **CREDIT SUSPENSION.** P-Fleet reserves the right to suspend any and all of Customer's credit privileges without notice in the event that the terms and conditions are not met or kept by Customer as set forth herein.
5. **COLLECTION COSTS.** In the event Customer defaults in the terms of payment, P-Fleet may recover from Customer all penalties and service charges including, without limitation, reasonable attorney's fees as set forth herein.
6. **CREDIT LINE.** P-Fleet may, at its option, increase or decrease the Customer's credit limit.
7. **DISCLAIMER.** P-Fleet reserves the right to photograph, videotape, and/or voice record Customer and/or Customer's agents and/or Customer's equipment utilizing P-Fleet's facilities on P-Fleet's property for the purpose of surveillance, advertising or any other activity deemed appropriate by P-Fleet.
8. **VENUE AND CHOICE OF LAW.** The parties agree that this Credit Application has been executed and delivered in, and shall be construed in accordance with the internal laws of the State of California as applied to contracts between California residents entered into and to be performed wholly within California. Applicant hereby consents to the jurisdiction of any local, state or federal court located within the county of San Diego, State of California; provided, however, nothing contained herein shall preclude P-Fleet from commencing any action hereunder in any Court having jurisdiction thereof.
9. **FACSIMILE COPIES.** This Credit Application may be executed in any number of counterparts, any one of which shall be deemed to be the original, although others are not produced, and this Credit Application may be executed by facsimile transmission signature.
10. **ADDITIONAL TERMS AND CONDITIONS.** In consideration of the utilization of P-Fleet cards, Customer and P-Fleet have entered into the following agreement ("Card Agreement").
 - I. Customer and its agents agree to follow all posted instructions for the fueling of vehicles and will comply with all safety procedures.
 - II. You must report the unauthorized use of your account and/or the loss or theft of a P-Fleet Card immediately by telephoning us at 1-800-499-4645. Do not use the lost or stolen card(s) or Account after you have notified us. Your business will be liable for the unauthorized use of the Account, except that it shall not be liable for the unauthorized use that occurs after we have been properly notified. Should an unauthorized use of the Account or Cards occur, we, at our sole discretion, may choose to immediately cancel and close the account. You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft, or possible unauthorized use of your Card and/or Account and to comply with such procedures as we may require in connection without investigation. Unless otherwise agreed, P-Fleet is not responsible for controlling an authorized user's use of a Card of the Account. If you authorize the use of a Card or the account, you are responsible for all charges made to the Account.
 - III. If a P-Fleet card account is invalidated, Customer must make written application to reinstate such card or account. P-Fleet reserves the right to refuse to reinstate any P-Fleet card or account. No invalidated card or account may be reinstated unless all monies owed are paid including all charges and fees.
 - IV. This Card Agreement can be cancelled upon 24-hour's written notice by P-Fleet or Customer. Should Customer cancel the P-Fleet account, all monies due will be paid within ten calendar days of such cancellation. Upon notice of such cancellation, Customer will return all P-Fleet cards to P-Fleet.
 - V. Customer understands and agrees that its right to use the P-Fleet card provided by P-Fleet may not be assigned.
 - VI. It is understood and agreed that all P-Fleet cards issued to Customer are the sole property of P-Fleet and must be surrendered upon demand.
 - VII. It is understood and agreed that all P-Fleet cards issued to Customer are issued solely for the business of Customer, as an accommodation to Customer.
 - VIII. Written notice as required in this Card Agreement will be deemed received by P-Fleet if a) by facsimile transmission, during P-Fleet's normal business hours; b) by overnight courier, on the next business day of deposit with courier; and c) by U.S. Post Office certified, return receipt mail, on date of the signed returned receipt.
 - IX. Customer accepts any and all liability arising or resulting from or related to the use, misuse, unauthorized use, loss or theft of any P-Fleet card resulting in access to the P-Fleet facility maintained and operated by P-Fleet. Customer understands that the rights conferred herein allow Customer access to purchase products on private premises not open to the general public.
11. **LAW.** California law governs the terms and conditions set forth above.

Terms and Conditions above agreed to without exception.

Signed by X _____ Title _____ Date _____

Print Authorized Signatory Name _____

PERSONAL GUARANTEE

Have you ever filed Bankruptcy? No Yes What Chapter? _____ Date of filing _____

Signature States Signateur ("Guarantor") Personally Guarantees ("Guarantee") debts for the above Applicant. In consideration for the extension of any terms for payment of Applicant purchased by Applicant from P-Fleet, the undersigned Guarantor agrees: (1) Guarantor is an officer and/or owner of Applicant; (2) Guarantor will act as a personal guarantor to P-Fleet, and guarantee prompt payment of any and all obligations now or hereafter owed by Applicant to P-Fleet, agreeing to make payment to P-Fleet of all sums, including, but not limited to, late charges and attorney fees unpaid to P-Fleet by Applicant upon the Applicant's default on any obligation to P-Fleet and/or any filing of bankruptcy by Applicant; (3) liability will accrue under the Guarantee without notice to the undersigned; (4) Guarantor waives any and/or all rights to notice of action or inaction by P-Fleet on any obligation owed by Applicant; (5) Guarantor waives any right to insist that P-Fleet first seek recovery against the Applicant, or to pursue any other remedy, or seek recovery against any property owned by Applicant, prior to demanding payment upon and/or enforcing payment pursuant to the Guarantee; (6) that P-Fleet will have no duty to advise Guarantor of any modification of terms to Applicant or to advise Guarantor of any information regarding Applicant's financial condition; (7) that P-Fleet may enforce this Guarantee against Guarantor without proceeding against Applicant or anyone else; (8) that Guarantor agrees not to assert any claim that Guarantor may now or later have against Applicant for any payment or transfer that Guarantor is obligated to make to P-Fleet under this Guarantee; (9) that Guarantor waives all subrogation or recovery rights; (10) that this Guarantee may not be revoked or rescinded if any balance remains owed and outstanding to P-Fleet from Applicant; (11) that Guarantor will pay all attorney's fees and costs incurred in enforcing this Guarantee; (12) that any married Guarantor who signs this Guarantee hereby expressly agrees that recourse may be had against Guarantor's separate property for all obligations and/or liabilities hereunder. **The undersigned individual Guarantor, recognizing that his/her individual credit history may be a factor in the evaluation of the credit of the Applicant, hereby consents to and authorizes P-Fleet, it's nominees and assigns, to obtain and use a consumer credit report on the undersigned, now and from time to time, as may be needed in the credit evaluation and review process and waives any right or claim he/she would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.**

Signed by X _____ Print Name _____ Date _____

ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

P-Fleet is hereby authorized to pay and charge Customer's account electronically for properly supported charges due and owing P-Fleet only. This authorization will remain in effect until revoked by Customer in writing, and until such notice is actually received, Financial Institution will be fully protected in honoring any such electronic transfer. This Agreement allows P-Fleet to charge debits to Customer's account at frequent intervals for varying amounts. It is acknowledged and accepted that the debits owed to P-Fleet will typically be paid on the due date or next business day. P-Fleet will notify Customer by fax of any and all impending debits. **THERE WILL BE A \$50 CHARGE BY P-Fleet FOR ANY ELECTRONIC TRANSFER RETURNED UNPAID.** In the event a debit is shown to be made erroneously, P-Fleet agrees to correct such error immediately.

Financial Institution Name: _____ Branch: _____

Bank Routing Number: _____ Checking Account Number: _____ Phone Number (____) _____

Signed by X _____ Print Name _____ Date _____