

**COD Only**

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145 Via Vera Cruz San Marcos, CA 92078 • (760) 744-5441 • FAX (760) 744-5024 1321 Distribution Way Vista, CA 92081 • (760) 599-9572 • FAX (760) 599-0417

BUSINESS INFORMATION

This will give authorization to release any information necessary toward processing of an account application with one or more of Southern Counties Lubricants, LLC, Southern Counties Oil Co. Ltd., Cardlock Fuels System Inc., SC Fuels. This information will be kept strictly confidential.

[X] Signature _____

Date of Application _____

Legal Name of Company _____

Telephone# _____

Fax# _____

E-Mail _____

Main Business Activity _____

Years in Business _____

Resale ☐End User ☐

SIC Code _____

Company's Current Address _____

City _____

State _____

Zip _____

How Long At This Address? _____

Billing Address, If Different _____

City _____

State _____

Zip _____

Telephone _____

Check one of the following:

☐

Proprietorship

☐

Partnership

☐

LLC

☐

Corporation

☐

Non Profit

Federal ID# _____

PRINCIPALS OF THE COMPANY

Name _____ Position _____ Driver's Lic.# _____

Address _____ City/St. _____ Zip Code _____

Phone _____

I certify that I am the person named above and that the foregoing is true and correct. [X] _____

Signature

AGREEMENT TO PAY CHARGES

To induce one or all of The Companies to grant financial accommodations to or permit charging of products by or extend credit to or otherwise become the Creditor of the business listed above.

Herein after called "the Customer," the undersigned hereby personally guarantees to The Companies the payment, when due, of every claim (including but not limited to service charges, reasonable attorney's fees and costs) of The Companies against the customer. This is a continuing guaranty and shall remain in full Force until written revocation from the undersigned is actually received by The Companies, but such revocation shall be effective only as to claims of The Companies that arise out of transactions entered into after its receipt of such notice. Notwithstanding the full payment of any claim or receipt of any revocation, This guaranty shall remain in full force and effect or be reinstated with respect to claims against the Customer if the Customer files for bankruptcy protection, or in any court proceeding an order or judgment is entered compelling The Companies to return or refund any amount of payment made with respect to the claims. Further the undersigned agrees to and hereby does waive any and all right to subrogation against the Customer for monies paid to The Companies under this Agreement or any other binding the undersigned or the Customer. Customer and the undersigned certify that the delivery location is unbranded and will immediately notify the Companies of any change in writing by certified mail.

The Customer and the undersigned agree to pay all charges upon delivery of product(s) and/or services rendered and, in the event said charges are not so paid, then the Undersigned agrees to pay The Companies a service charge of 2% per month on the unpaid balance for all charges not paid within terms. This is not interest on a loan or a finance charge, but an agreed to service charge for the failure to timely pay for goods and services received. The Companies may, at their option, refuse to permit charges to be incurred on the account. Delivery of products to the undersigned's facilities or trucks may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. The companies will not be responsible for any claims or damages whatsoever for failure(s) to deliver at certain times. The customer and the undersigned agree that if the account is referred for collection to any attorney, the undersigned will Pay reasonable attorney's fees and costs of collection. It is understood and agreed that all sales, billing, and processing of accounts receivables, applications and Credit and performance of this Agreement is entirely in Orange County, California. Thus, only the laws of the Sate of California shall apply to interpretation of the Agreement. Orange County is the only proper venue for litigation filed by either party. We further covenant and agree, if suit or litigation is filed by either party to this Agreement, the Municipal or Superior Courts of Orange County, California retain both in rem and in personam jurisdiction over us and all our assets.

Signature _____

Please Print Name _____