

20MAR2018



TERMS - LCB

Orange, CA
1825 W. Collins Avenue
Orange, CA 92863
Phone: (800) 984-5823

San Diego, CA
7954 Dagget Street
San Diego, CA 92111
Phone: (858) 277-3822

Vista, CA
1321 Distribution Way
Vista, CA 92081
Phone: (760) 599-9572

Richmond, CA
992 Hensley Street
Richmond, CA 94801
Phone: (800) 808-5823

San Marcos, CA
145 Via Vera Cruz
San Marcos, CA 92078
Phone: (760) 744-5441

WWW.SCLUBRICANTS.COM

Email all other completed forms to **accountsetup@scoil.com**

BUSINESS INFORMATION

The undersigned ("Customer") states that all of the foregoing information is true and correct and requests that Southern Counties Lubricants LLC (herein after SCL) extend credit, and/or continue previously extended credit, to Customer in material reliance upon such information. The undersigned provides authorization to release any information necessary toward the processing of an account application with SCL. This information will be kept strictly confidential. The undersigned has read and agrees to the Terms and Conditions (and Additional Cardlock Terms and Conditions if applicable) attached to this agreement and agrees that all of those Terms and Conditions are binding on the Customer. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature _____ Date: _____ Federal ID# _____

AUTHORIZED COMPANY REPRESENTATIVE - MUST BE FULL LEGIBLE SIGNATURE

Legal Name of Company		DBA		Years in Business	
Telephone		Fax		E-mail	
Business Address	City	State	Zip	How long at this address?	<input type="checkbox"/> Own <input type="checkbox"/> Lease
Check one:	Proprietorship	Partnership	LLC	Corporation	Non Profit
_____ Subsidiary of Parent Company	Name of Parent			Tax Exempt:	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____ Single Entity (not a subsidiary)	Primary Business Activity			Dun & Bradstreet #:	
Has the company ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, when and what Chapter? _____					

BUSINESS BANK INFORMATION

Primary Bank	Address	City	State	Zip
Bank Contact Person/Phone	Fax	Account Type and Number		

CREDIT REFERENCES

Business Name	Address	City	Zip	Phone	Fax
Business Name	Address	City	Zip	Phone	Fax
Business Name	Address	City	Zip	Phone	Fax

OWNER, PRINCIPAL, AND/OR OFFICER OF THE CUSTOMER

Name	Position	SS #
Home Address	City/St	Zip
Home Phone	Driver's Lic#	Date of Birth

☐ Own ☐ Rent

Have you ever filed for personal bankruptcy? ☐ Yes ☐ No

I certify that the information is true and correct. As a principal of the applicant, I authorize and request SCL to obtain and continue to consider my personal credit in conjunction with this application. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature _____ **MUST BE FULL LEGIBLE SIGNATURE**

Name	Position	SS #
Home Address	City/St	Zip
Home Phone	Driver's Lic#	Date of Birth

☐ Own ☐ Rent

Have you ever filed for personal bankruptcy? ☐ Yes ☐ No

I certify that the information is true and correct. As a principal of the applicant, I authorize and request SCL to obtain and to continue to consider my personal credit in conjunction with this application. Facsimile and scanned signatures shall have the same force and effect as an original signature. **MUST BE FULL LEGIBLE SIGNATURE.**

[X] Signature _____

FOR OFFICE USE ONLY
SCL Credit Manager, Date

FOR OFFICE USE ONLY
Sales Person Name & Code

TERMS AND CONDITIONS APPLICABLE TO ALL CUSTOMERS

The entity or individual applicant (hereinafter "Customer") agrees to pay all charges when due. In the event said charges are not timely paid, Customer agrees to pay SCL a service charge of 2.0% per month on the unpaid balance for all charges not paid within the due date (or the highest rate allowed by law). 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.

Customer acknowledges credit limits set by SCL are solely for the benefit of SCL and may be modified at any time by SCL at SCL's sole discretion. Any purchases by Customer in excess of a prior credit limit shall be deemed a waiver of the existing credit limit. Customer acknowledges invoices and statements will provide Customer with actual knowledge of such modifications. Customer agrees to pay for all purchases notwithstanding the credit limit in effect at that time of purchase. Customer represents and warrants that it is a commercial enterprise or a governmental body, and that the account will only be used in the conduct of its business and only for commercial purposes. The fuel and other goods/services purchased will not be made available for personal, family or household purposes.

To secure the payment, Customer grants SCL a purchase money security interest in the products sold under this agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes SCL to file one or more financing statements signed only by SCL without Customer's signature and to use a copy of this agreement as an exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this agreement. SCL shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state where they reside from time to time, which remedies shall be cumulative and not exclusive.

SCL may, at its option, refuse to permit charges to be incurred on the account. Delivery of product to the facilities or trucks of Customer may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. SCL will not be responsible for any claims or damages whatsoever for failure to deliver at certain times. Customer and the undersigned certify that the delivery location is unbranded and will immediately notify SCL of any change in writing by certified mail.

The parties agree that, if the account is referred for collection to an attorney, the Customer and the undersigned will pay reasonable attorneys' fees and costs of collection.

The parties agree, notwithstanding applicable conflict of laws, that the laws of the State of California shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this agreement, whether based in contract, tort, statute or otherwise. The parties further agree that, because this contract is made and is to be performed in Orange County, CA., if any litigation is commenced to arising out of this agreement, the sole and exclusive venue for resolution of these disputes will be in Orange County, California, in either the California Superior Courts for the County of Orange or the U.S. District Courts for the Central District of California (Southern Division). Customer and undersigned guarantor further agree that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waive all right to seek venue elsewhere. The parties further covenant and agree, if suit or litigation is filed by either party to this agreement, California retains both *in rem* and *in personam* jurisdiction over both parties and their assets.

This agreement constitutes the final agreement between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by this agreement.

To the maximum extent permitted by the applicable law, SCL's total aggregate liability to Customer for any claim arising out of or in connection with this agreement for breach of contract, breach of warranty, breach of statutory duty or negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the invoice value of the relevant delivery of Product, if delivered, or if the above breach of Agreement consists of a failure to deliver, the invoice value of the Product had it been delivered and invoiced. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE COST, EXPENSE, LOSS OR DAMAGE OF ANY KIND.

[X] Initial _____

[X] Initial _____

CONTINUING PERSONAL GUARANTY

As a direct and material inducement to one or all of the SCL's companies to grant financial accommodations or otherwise extend credit to Customer, the undersigned (jointly and severally) hereby unconditionally personally guarantees to SCL the payment, when due, of every claim (including but not limited to service charges, reasonable attorneys' fees and costs) of SCL against the Customer. This is a continuing personal guaranty and shall remain in full force until written revocation from the undersigned is actually received by SCL, but such revocation shall be effective only as to claims of SCL that arise out of transactions entered into after its receipt of such notice. SCL shall not be required to first proceed against applicant or enforce any other remedy before proceeding against either of the undersigned. As a continuing personal guaranty, this shall not be discharged by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor assignee of SCL. The term of this guaranty shall be for the duration of the agreement, and any addendum thereto, and shall guarantee all obligations that may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. Notwithstanding the full payment of any claim or receipt of any revocation, this continuing personal 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, in any court proceeding an order or judgment is entered compelling SCL to return or refund any amount of payment made with respect to the claims and will not be affected or terminated (by operation of law or otherwise) by any compromise, settlement, release or discharge of the Customers indebtedness, or subsequent addition of other guarantors, unless expressly agreed to in writing. Further, the undersigned agrees to and hereby does, waive any and all right to subrogation against the Customer for monies paid to SCL under this or any other agreement binding the undersigned or the Customer. The undersigned waives all statutory rights available to them as sureties. The undersigned further agrees to pay all reasonable costs, expenses and attorneys' fees incurred in the enforcement of this continuing personal guaranty, or in the enforcement of any obligation as a result of the extension of credit. The jurisdiction and choice of law provisions of the terms and conditions apply to this guaranty. Facsimile and scanned signatures shall have the same force and effect as an original signature. Guarantor acknowledges that any claim made pursuant to this personal guaranty relates to a commercial obligation and is not covered by the FDCPA.

[X] Signature _____

Please Print Name _____

[X] Signature _____

Please Print Name _____

MUST BE FULL LEGIBLE SIGNATURE

20MAR2018

CUSTOMER FUELING PROFILE

Number of Vehicles	Expected Monthly Fuel Volume	Initial Credit Limit Requested
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Please specify the number of Vehicles in fleet per type of fuel

Gasoline _____ Number of vehicles	+	Diesel _____ Number of vehicles	+	All Products _____ Number of vehicles	= Total number of vehicles _____
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ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

We hereby authorize SCL and each of its successors and assigns and other affiliated companies to initiate debit entries to our checking account indicated below and the depository named below (hereinafter called "Depository") to debit the same to such account. This is a binding agreement that may be executed by facsimile.

DEPOSITORY BANK NAME _____ TELEPHONE _____
BANK ACCOUNT # _____ ABA# (Routing#) _____

This EFT agreement is to remain in full force and effect until SCL and the Depository have received written notification from us in such time and manner as to afford SCL and the Depository a reasonable opportunity to act on the notification. This agreement allows SCL to charge debits to this account at frequent intervals for varying amounts.

LEGAL NAME OF COMPANY

[X] Signature _____ **DATE** _____

AUTHORIZED SIGNER ON THE BANK ACCOUNT - MUST BE FULL LEGIBLE SIGNATURE

John Doe 1234

PAY TO THE ORDER OF DATE

VOID

0 DOLLARS

FOR Cash

12345 Anywhere
Anywhere, CA 12345
123-456-7890

123-4567890 1234567890 1234

ATTACH VOIDED CHECK

INVOICE OPTIONS

Fax: _____ Attention: _____

E-Mail

P.O. Required:	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Blanket P.O.	<input type="checkbox"/> Each Order
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