



Orange, CA
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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. The undersigned provides authorization to release any information necessary toward the processing of an account application with Southern Counties Lubricants LLC. This information will be kept strictly confidential. The undersigned has read and agrees to the Terms and Conditions 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.

Print Name: _____ [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# _____

AUTHORIZED CORPORATE SIGNER

Name _____ Position _____ Driver's Lic.# _____

Address _____ City _____ State _____

Phone _____ Zip _____

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

AGREEMENT TO PAY CHARGES

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 Southern Counties Lubricants LLC 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 Southern Counties Lubricants LLC are solely for the benefit of Southern Counties Lubricants LLC and may be modified at any time by Southern Counties Lubricants LLC at Southern Counties Lubricants LLC' 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 Southern Counties Lubricants LLC 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 Southern Counties Lubricants LLC to file one or more financing statements signed only by Southern Counties Lubricants LLC 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. Southern Counties Lubricants LLC 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.

Southern Counties Lubricants LLC 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. Southern Counties Lubricants LLC 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 Southern Counties Lubricants LLC 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 personal 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, Southern Counties Lubricants LLC' 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.

Print Name _____ Title _____ [X] Signature _____