



# E. F. KLUDT & SONS, INC.

PETROLEUM PRODUCTS JOBBER  
 1126 E. Pine Street • Lodi, CA 95241  
 Lodi (209) 368-0634 • Stockton (209) 466-8969  
 Fax (209) 368-9016 • www.kludtoil.com

## CREDIT APPLICATION (PLEASE FILL OUT BOTH SIDES COMPLETELY)

<b>COMPANY</b>	ACCOUNT TYPE	<input type="radio"/> BULK DELIVERY	<input type="radio"/> CARDLOCK	<input type="radio"/> BOTH	DATE
	COMPANY NAME				DBA:
	MAILING ADDRESS	CITY	STATE	ZIP	
	STREET ADDRESS	CITY	STATE	ZIP	
	BUSINESS PHONE	CELL PHONE	FAX	EMAIL	

<b>LEGAL</b>	<input type="checkbox"/> SINGLE ENTITY, NOT A SUBSIDIARY	<input type="checkbox"/> SUBSIDIARY OF PARENT COMPANY	<input type="checkbox"/> CORPORATION STATE _____	<input type="checkbox"/> PARTNERSHIP
	FEDERAL ID # _____	YEARS IN BUSINESS _____	TYPE OF BUSINESS _____	
	LIST NAMES AND ADDRESS OF PARTNERS OR CORPORATE OFFICERS: _____ _____			

<b>OWNERS / OFFICERS</b>	OWNER / OFFICER #1	TITLE	OWNERSHIP %	DL #	SSN		
	HOME ADDRESS	CITY	STATE	ZIP	HOW LONG	<input type="radio"/> OWN	
	EMPLOYER	ADDRESS			PHONE	<input type="radio"/> RENT	
	SPOUSE NAME	SPOUSE EMPLOYER			PHONE	SSN	<input type="radio"/> OTHER
	OWNER / OFFICER #2	TITLE	OWNERSHIP %	DL #	SSN		
	HOME ADDRESS	CITY	STATE	ZIP	HOW LONG	<input type="radio"/> OWN	
	EMPLOYER	ADDRESS			PHONE	<input type="radio"/> RENT	
	SPOUSE NAME	SPOUSE EMPLOYER			PHONE	SSN	<input type="radio"/> OTHER

<b>REFERENCES</b>	HAVE YOU EVER FILED BANKRUPTCY?	<input type="radio"/> NO	<input type="radio"/> YES	WHERE	WHEN
	BANK NAME BRANCH			CITY	STATE
	NAME OF BANK OFFICER			ACCOUNT #	PHONE
	TRADE REFERENCE			ACCOUNT #	PHONE
	TRADE REFERENCE			ACCOUNT #	PHONE
	CURRENT FUEL SUPPLIER			ACCOUNT #	PHONE
	ESTIMATED MONTHLY USAGE: GALLONS / s			ACCOUNTS PAYABLE CONTACT	PHONE

**AGREEMENT & GUARANTY** I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. Statements shall be issued twice each month and payment will be due in full within 15 days of invoice date. I agree to pay a late charge of 1.5% per month or \$5.00 minimum on any delinquent balances. THE AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF HEREOF. Facsimile signatures of applicant shall have the same force and effect as original signature. A service charge of \$25.00 will be charged for each check returned un-paid. CUSTOMER SHALL NOT WRITE CUSTOMER'S PIN NUMBER ON THE CARDLOCK FUEL ACCESS CARDS OR PROTECTIVE SLEEVE. Customer acknowledges that, for security purposes, it is mandatory that the PIN numbers be kept separate from the Cardlock access cards. Notwithstanding that this account is established in the name of a company, I personally guarantee payment of the account.

SIGNED	PRINT NAME	DATE
_____	_____	_____

## AGREEMENT TO PAY CHARGES

In consideration of the opening of a Delivered Fuels, Mobile Fueling or CardLock account, and receiving any fuel cards, the undersigned hereafter referred to as "Customer," agrees to the following terms in all credit transactions with E.F. Kludt & Sons, Inc. (hereafter referred to as "Supplier") unless otherwise agreed to in writing by authorized Company officers

### Payment Terms

Delivered Fuels Invoices (Less than 4000 gallons) - 15 days from date of delivery  
Delivered Fuels Invoices (More than 4000 gallons) - 10 days from date of delivery  
CardLock and Mobile Fueling Invoices - 15 days from last day of billing period

Customer represents, warrants and acknowledges that credit extended by Supplier will be for business purposes and not for personal, consumer or household purposes.

By using CardLock Fuel Access Cards, Customer hereby accepts the obligation and responsibility for full payment for all fuel registered through the Commercial Fueling Systems account number(s) assigned to Customer by Supplier. CUSTOMER will notify Supplier of any lost card immediately upon determination that a CardLock card has been lost or stolen. Notice may be given orally but must be confirmed in writing within 24 hours, by registered or certified mail. CUSTOMER agrees to pay for all products delivered through the Commercial Fueling System prior to such written notice.

**All debts and other obligations of any kind, regardless of credit limit requested or extended, are subject to the terms and conditions of this agreement. Written notification must be served on and received by Supplier should applicant or guarantor wish to limit products deliveries. Applicant's or guarantor's obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice.**

The undersigned further agrees that Supplier may assess a late fee of 1.5% per month (18% annual rate) on all balances over 30 days at the end of each month; a handling charge of \$25 for each returned check or EFT, Credit Card; and all collection costs and legal fees, which will be paid at our office in Lodi, California.

CUSTOMER agrees to review all statements provided by Supplier in either electronic or printed form, and to notify Supplier no later than 15 calendar days after the date of each statement of any errors or disputes with respect to transactions and other information reflected therein. After 15 calendar days, each such statement and the transaction therein shall be binding on CUSTOMER.

I warrant the above information to be true, correct and complete and I authorize the references listed on this application to release to Supplier information related to applicant's accounts. **I authorize Supplier to secure information regarding applicant's or guarantor's credit history from any commercial or consumer reporting agency or trade organization and authorize the release of information regarding applicant's account with Supplier to such agencies.**

All applications are processed, payments received and posted, and records maintained at Supplier's Lodi office. Therefore this agreement is determined to be entered into only upon the execution by Supplier at its headquarters in Lodi, CA. It is also understood and agreed between the parties that any CardLock Fuel Access cards issued are solely for the business of the CUSTOMER as an accommodation to CUSTOMER.

SIGNATURE

PLEASE PRINT NAME & TITLE

DATE

### CONTINUING PERSONAL GUARANTEE

Person(s) signing Personal Guarantee: The undersigned individually, jointly and severably unconditionally guarantees to Supplier due and punctual payment performance, and discharge of all debts, obligations, and liabilities, as may now exist and as may hereafter arise, and agree to be bound by all of the terms and conditions described in this application, including but not limited to the provisions of the Credit Agreement. A separate action or actions, may be brought and prosecuted against the undersigned whether action is brought against the company or whether the company be joined in any such action or actions; and the undersigned waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

GUARANTOR SIGNATURE HERE

PRINT FULL NAME ONLY HERE

## ADDITIONAL TERMS & CONDITIONS

1. Purchases will be for vehicles owned and operated by the Customer. Customer shall be responsible for all purchases by Customer or any other person using cardlock cards issued to Customer, regardless of whether use by any other person is unauthorized or fraudulent.
2. If a card is lost, stolen, or misplaced promptly notify E.F. Kludt & Sons, Inc. by calling and then forwarding written notice. Customer will be liable for all charges with lost, stolen or misplaced cards until Supplier is notified as specified as above.
3. If there is any change in the ownership of Customer or if substantially all of the assets of Customer are sold, Customer shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Customer and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
4. Customer represents that it and any person using the cardlock cards delivered to Customer are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in handling the fuels dispensed from the cardlock system. Customer agrees to indemnify and hold Supplier harmless from any claims and costs including, but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Customer or any person using the cardlock system with cardlock cards issued to Customer hereunder.
5. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Customer agrees that it and any person using the cardlock cards issued to Customer shall promptly notify Supplier of any malfunctioning of the cardlock system of which Customer or such person is aware.
6. Customer's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Customer agrees to immediately surrender all cardlock cards issued to Customer and to immediately pay all outstanding sums owing to Supplier.
7. In the event of a breach of any of the terms of this agreement or any other agreement between Customer and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Customer, Customer agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action in addition to all other sums provided by law. In the event that any legal action is required to collect on this account, venue for such legal matter will be Lodi, CA.
8. Customer will be responsible for the clean up on any and all fuel spills and damaged equipment repairs. It will be the responsibility of the Customer to report any such spill or damage to Supplier immediately and contain said spill with absorbent material furnished at site.
9. All terms and conditions of the Agreement and Guaranty are intended to cover Customer's account as well as all of Purchaser's branch accounts whether set up now or in the future.

**E.F. KLUDT & SONS, INC.**  
**1126 W. Pine Street/P.O. Box 166/Lodi, CA 95241-0166 (209) 368-0634**

TO ALL CUSTOMERS: The following represents changes, modifications, or explanations regarding the use of your account (cardlock and/or bulk delivery) with E.F. Kludt & Sons, Inc. YOUR USE OF YOUR FUEL ACCESS CARD AFTER AUGUST 1, 2006 WILL INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS:

1. Customer agrees to the following terms in all credit transactions with E.F. Kludt & Sons, Inc. (hereafter referred to as "Supplier") unless otherwise agreed to in writing by authorized Company officers:

Payment Terms  
Delivered Fuels Invoices (Less than 4000 gallons) -15 days from date of delivery  
Delivered Fuels Invoices (More than 4000 gallons) - 10 days from date of delivery  
Cardlock and Mobile Fueling Invoices - 15 days from last day of billing period
2. Customer represents warrants and acknowledges that credit extended by Supplier will be for business purposes and not for personal, consumer or household purposes.
3. By using Cardlock Fuel Access Cards, Customer accepts the obligation and responsibility for full payment for all fuel registered through the Commercial Fueling Systems account number(s) assigned to Customer by Supplier. Customer will notify Supplier of any lost card immediately upon determination that a Cardlock card has been lost or stolen. Notice may be given orally but must be confirmed in writing within 24 hours, by registered or certified mail. Customer agrees to pay for all products delivered through the Commercial Fueling System prior to such written notice.
4. All debts and other obligations of any kind, regardless of credit limit requested or extended, are subject to the terms and conditions contained herein. Written notification must be served on and received by Supplier should applicant or guarantor wish to limit products deliveries. Applicant's or guarantor's obligations shall remain in full force and effect for all Indebtedness Incurred prior to such written notice.
5. Customer agrees to pay a late charge of 1.5% per month or \$5.00 minimum on any delinquent balances. A service charge of \$25.00 will be charged for each check returned un-paid.
6. Customer agrees to review all statements provided by Supplier in either electronic or printed form, and to notify Supplier no later than 15 calendar days after the date of each statement of any errors or disputes with respect to transactions and other information reflected therein. After 15 calendar days, each such statement and the transaction therein shall be binding on Customer.
7. All applications are processed, payments received and posted, and records maintained at Supplier's Lodi office. Therefore this agreement is determined to be entered into only upon the execution by Supplier at its headquarters in Lodi, CA. It is also understood and agreed between the parties that any Cardlock Fuel Access cards issued are solely for the business of the CUSTOMER as an accommodation to CUSTOMER.
8. Purchases will be for vehicles owned and operated by the Customer. Customer shall be responsible for all purchases by Customer or any other person using cardlock cards issued to Customer, regardless of whether use by any other person is unauthorized or fraudulent.
9. CUSTOMER SHALL NOT WRITE CUSTOMER'S PIN NUMBER ON THE FUEL ACCESS CARDS. Customer acknowledges that, for security purposes, it is mandatory that the PIN numbers be kept separate from the Cardlock Access Cards. If a card is lost, stolen, or misplaced promptly notify E. F. Kludt and Sons, Inc. by first calling and then forwarding written notice. Customer will be liable for all charges with lost, stolen or misplaced cards until Supplier is notified as specified herein.
10. If there is any change in the ownership of Customer, or if substantially all of the assets of Customer are sold, Customer shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of customer and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
11. Customer represents that it and any person using the cardlock cards delivered to Customer are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in handling the fuels dispensed from the cardlock system. Customer agrees to indemnify and hold Supplier harmless from any claims and cost including, but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Customer or any person using the cardlock system with cardlock cards issued to Customer.
12. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense, provided however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Customer agrees that it and any person using the cardlock cards issued to Customer shall promptly notify Supplier of any malfunctioning of the cardlock system of which Customer or such person is aware.
13. Customer's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Customer agrees to immediately surrender all cardlock cards issued to Customer and to immediately pay all outstanding sums owing to Supplier.
14. In the event of a breach of any of the terms contained herein or any other agreement between Customer and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Customer, Customer agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights, whether or not a suit or action is actually filed in Court, in addition to all other sums provided by law. In the event that any legal action is required to collect on this account, venue for such legal matter will be Lodi, CA.
15. Customer will be responsible for the clean up on any and all fuel spills and damaged equipment repairs. It will be the responsibility of the Customer to report any such spill or damage to Supplier immediately and contain said spill with absorbent material furnished at site.
16. In the event Customer chooses to pay any invoice with a credit card, Customer will be assessed an administrative fee equal to three percent (3%) of the amount so paid.