

Confidential Credit Application & Payment Agreement

Web

Company Name: Telephone: Address: Fax: City: State: Zip: Tax ID/FEIN: Mailing Address if Different: City: State: Zip:

Bank Reference: **Note: Must be Funded Account(s), Sweep Account(s) are Not Accepted** Bank Name: Checking Account: Phone: Fax: References (Most recent history): Please include Name, Address, Account Number, Phone, Fax Numbers & Email Address if available Reference 1: Reference 2: Reference 3:

A/P Contact: Telephone: Email: Terms: EFT 12 ACH 12 NET 10 COD CC (3% Payment Fee)

Your credit Account will be subject to the following terms and conditions. Applicant agrees with seller, Lynch Oil, P.O. Box 450669, Kissimmee, Florida 34745-0669, to pay for all purchases in accordance with the seller's terms. Delinquent accounts are subject to finance charges. The finance charge is computed by periodic rate of 1.5% per month, which is an annual percentage rate of 18% applied to the previous unpaid balance, but under no circumstances shall the rate exceed the highest rate permitted by law. Applicant assumes full responsibility for payment of all materials purchased from Lynch Oil. Applicant agrees to notify seller in writing within ten (10) days of receipt of invoice of any discrepancy in billing. Failure to notify Lynch Oil signifies total acceptance and responsibility for prompt payment in full of account. Any modification and/or alteration by purchase order, purchase agreement, or contract must be in writing and signed by an Officer of Lynch Oil. This provision takes precedence over all subsequent action: written, oral, direct, or implied. If materials ordered are to be delivered to a construction job site applicant assumes liability for the materials at the time of delivery whether or not Applicants representative is on hand to acknowledge receipt of delivery. A service fee will be added to fuel deliveries under 100 gallons. Applicant agrees to pay standard delivery charges as billed. Applicant agrees to supply Lynch Oil with "Notice of Commencement," purchase orders, job numbers and job addresses. Applicant agrees to pay \$39.00 for NSF or ACH charge backs. Lynch Oil reserves the right to send out "Notice to Owners" and file liens on past due accounts and use any legal means available to collect, if such action becomes necessary. Should any portion of this account be referred to an attorney for collection, applicant is required to pay all expenses of collection including reasonable attorney's fees, whether or not suit is filed. Applicant consents to venue in Orange or Osceola County court, as selected by Lynch Oil. By using this credit account, applicant signifies total acceptance of these terms and conditions. With respect to all Merchandise purchased from Lynch Oil, Lynch Oil hereby disclaims all warranties, express or implied, including but not limited to any implied warranties of merchantability and fitness for a particular purpose and shall not be liable for any loss or damage, directly or indirectly arising from the use of such products or for any consequential or incidental. The undersigned has the full authority to bind the applicant to terms of this credit application. Applicant waives the right to trial by jury.

Authorized Signature: Date: Print Name: Title:

For value received and to induce Lynch Oil to undertake or continue to sell goods and/or lease property to applicant, the undersigned, jointly and severally, hereby unconditionally and absolutely personally guarantees payment when due of any and present and future indebtedness owed to Lynch Oil by the applicant and hereby agree to pay such indebtedness punctually if default in payment thereof be made by the applicant. The undersigned expressly waive notice of acceptance of guaranty, demands, notices of non-payment and any right to require Lynch Oil to first proceed against the applicant or exhaust any security held from applicant or pursue any other remedy in your power whatsoever, and consent to any extensions of time of payment of all or any of the indebtedness hereby personally guaranteed. Without in any way limiting the generality of the forgoing, the undersigned acknowledges that this guaranty encompasses applicant's purchases of goods on account (including credit card purchases) and service, handling and delinquency charges incurred thereon applicant's rental obligations for leased real and personal property money borrowed by applicant whether occurred or not, and interest thereon, and applicant's obligations to account for goods consigned to or in the care or custody of applicant. This personal guarantee is unlimited as to the amount and time. The undersigned will indemnify and pay Lynch Oil for all attorneys' fees, court costs and other legal expenses incurred by Lynch Oil in enforcing this personal guaranty or Credit Application. Guarantor consents to venue in Orange or Osceola County court, as selected by Lynch Oil. The undersigned: (1) authorizes Lynch Oil to obtain a consumer credit report through a credit reporting company chosen by Lynch Oil; (2) understands and agrees that Lynch Oil intends to use the consumer credit report for purposes of evaluating my credit and financial status; and (3) understands that this credit report will be retained on file at Lynch Oil and that the information will not be disclosed to anyone without my prior written consent. The undersigned further understands and acknowledges that this Application is for the purpose of obtaining business, not consumer, credit. Guarantor waives the right to trial by jury. Guarantor accepts all terms and conditions of the Credit Application.

Guarantor Signature: Co-Guarantor Signature: Print Name: Print Name: Last Four of SSN: Last Four of SSN:

Lynch Oil will provide no deliveries until completed credit application is approved