



# APPLICATION FOR CREDIT

**A FAXED COPY OF THIS DOCUMENT MAY BE USED AS AN ORIGINAL**  
**PLEASE COMPLETE ALL APPLICABLE BLANKS FOR PROMPT PROCESSING**  
**MAIL TO: PO BOX 6030 • PORTLAND, OR 97228 • 503-224-8500 FAX TO: 503-716-4612**  
**EMAIL TO: creditapplications@carsonteam.com**

DATE: \_\_\_/\_\_\_/\_\_\_ SALES REP \_\_\_\_\_

COMPANY, INDIVIDUAL (SOLE PROP), OR CONSUMER NAME		FEDERAL TAX ID NO. OR SSN		STATE BUSINESS LICENSE NO.	
BILLING ADDRESS		ACCOUNTS PAYABLE CONTACT NAME		PURCHASE ORDER REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
CITY & STATE		ZIP CODE		ACCOUNTS PAYABLE EMAIL AND TELEPHONE NO.	
PHYSICAL ADDRESS (IF DIFFERENT)		TYPE OF BUSINESS <input type="checkbox"/> CONSUMER <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> OTHER _____			
E-MAIL ADDRESS		YOUR ESTIMATED ANNUAL GROSS SALES		DATE BUSINESS ESTAB.	BUSINESS LOCATION <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED
TELEPHONE NO.	FAX NO.	DESIRED CREDIT LINE	<input type="checkbox"/> \$1 - \$10,000	<input type="checkbox"/> \$25,001 - \$40,000	<input type="checkbox"/> \$40,001 and over (requires financials)
CELL NO.	WEB ADDRESS	PARENT COMPANY NAME			IS PARENT CO. LIABLE FOR DEBTS? <input type="checkbox"/> YES <input type="checkbox"/> NO
HAS APPLICANT OR ANY PARTNERS, OWNERS, OR MEMBERS FILED FOR BANKRUPTCY. IF SO, WHO & WHEN?			HAVE YOU PREVIOUSLY HAD AN ACCOUNT WITH CARSON OR ANY OF IT'S SUBSIDIARIES? IF YES, UNDER WHAT NAME(S):		
OWNERS, PARTNERS, OFFICERS OR MEMBERS					
NAME: _____ PHONE #: _____ DOB: _____ SSN: _____ % OF OWNERSHIP _____					
ADDRESS: _____					
NAME: _____ PHONE #: _____ DOB: _____ SSN: _____ % OF OWNERSHIP _____					
ADDRESS: _____					
FUEL CUSTOMERS ONLY  OF FUEL USED EACH MONTH		NO. OF TRUCKS/VEHICLES		HEATING OIL CUSTOMERS ONLY  DO YOU <input type="checkbox"/> OWN <input type="checkbox"/> RENT	
<b>PRODUCTS AND SERVICES FOR WHICH CREDIT IS AVAILABLE</b>					
PRODUCT(S) /SERVICE(S) APPLYING FOR <input type="checkbox"/> BULK FUEL <input type="checkbox"/> CARDLOCK <input type="checkbox"/> LUBRICANTS <input type="checkbox"/> HEATING OIL <input type="checkbox"/> HVAC <input type="checkbox"/> DEF <input type="checkbox"/> EQUIPMENT <input type="checkbox"/> INDUSTRIAL SOLUTIONS <input type="checkbox"/> CARWASH <input type="checkbox"/> OTHER: _____					
<b>YOUR PRIMARY BANKING SOURCE</b>					
BANK NAME		CHECKING ACCT NO.		BANK REPRESENTATIVE'S NAME	
				BANK TELEPHONE NUMBER	
<b>TRADE REFERENCES/OTHER SUPPLIERS YOU CURRENTLY TRADE WITH</b>					
NAME			ACCOUNT NO.		
ADDRESS			TELEPHONE NO.		FAX NO.
CITY, STATE & ZIP			E-MAIL		
NAME			ACCOUNT NO.		
ADDRESS			TELEPHONE NO.		FAX NO.
CITY, STATE & ZIP			E-MAIL		
NAME			ACCOUNT NO.		
ADDRESS			TELEPHONE NO.		FAX NO.
CITY, STATE & ZIP			E-MAIL		

**CREDIT AGREEMENT – PLEASE READ AND SIGN BELOW**

In consideration of the mutual covenants and agreements herein contained, and for good and valuable consideration, which is acknowledged by the parties, the parties agree:

The Federal Credit Opportunity Act prohibits creditors from discrimination against credit applicant on the bases of race, color, religion, national origin, sex, material status, or age (provided the applicant has the capacity to contract) because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW Washington, DC 20580.

- 1. TERMS OF SALE. Unless otherwise agreed to, payment will be made by electronic funds transfer (EFT). All accounts, with the exception of card processing, will be invoiced at time of service; card processing accounts will be invoiced twice a month unless otherwise agreed. Payment is DUE at our designated payment location on the due date. Card processing accounts will be invoiced twice a month unless otherwise agreed. Payment terms and method subject to credit approval. Any special billing considerations must be agreed upon in writing by both Company and Applicant. Acceptance of payment for past due amounts shall not affect the terms of this agreement. Cash discounts are not offered unless specified on the invoice and payment must be received within discount period to be taken. Payments must be in U.S. dollars. Payments made by credit card are subject to a processing fee at the time of payment. Company shall have the right to electronically deposit any check payment received.
2. CREDIT WITHDRAWAL. Accounts may be placed on hold or on a COD/cash only basis at the Company's option without advance notice. In no event shall the Company be liable for any consequential damages or other loss which may result from the exercise of its option under this clause.
3. COSTS AND ATTORNEY FEES; CHOICE OF LAW; CONSENT TO JURISDICTION. Applicant will pay such costs, collection agency commissions, expenses and reasonable attorney fees (including at trial and on appeal) as Company may incur in any manner of collection of any sums past due. If this application becomes the subject of any suit, arbitration or other proceeding or if Applicant becomes the subject of any bankruptcy proceeding (including with respect to any motion for relief from the automatic stay, objection to a plan or reorganization or confirmation or other similar proceeding), the prevailing party will be entitled to its costs and attorneys' fees, whether incurred in such proceeding or in any post judgment proceeding. Oregon law, without resort to its choice of law provisions, will govern. The parties consent to the nonexclusive jurisdiction of any venue in any state or federal court located in Multnomah County, Oregon.
4. SERVICE CHARGES. Should payment for any billing sent by Company to Applicant not be received within the invoice terms, Applicant agrees to pay as a service charge a payment equal to one and one-half percent (1 1/2%) per month on all principal balances outstanding. Minimum finance charge \$3.00. Pending credits from product returns, exchange or otherwise shall not be deemed payment unless and until such credits have been approved and are reflected on Customer's invoice or statement.
5. LIMITATIONS ON DAMAGES, STATUTE OF LIMITATIONS. Company's sole liability for breach of this warranty will be to repair or replace any defective goods or petroleum products and then only if Applicant gives company written notice specifying in detail the nonconformity or defect within 30 days after the date of the invoice and Applicant returns the goods to Company, Company will not be liable for any loss of profit, interruptions of business or any other special or consequential or incidental damages suffered or sustained by applicant, whether arising under contract, tort or any other theory. Any action for breach of contract must be commenced within one year from the date of delivery of the goods.
6. FORCE MAJEURE. If a delivery date is specified, that date will be extended to the extent that delivery is delayed by reason of fire, flood, war, riot, strike, natural disaster or any other event beyond Company's reasonable control.
7. SECURITY AGREEMENT. To secure payment and performance of all Applicant's current and future obligations to Company, Applicant grants to Company a security interest in all inventory and equipment that Applicant has purchased or will at any time in the future purchase from Company and in all accounts, other forms of receivables, documents, returns and general intangibles that are related in any way to such inventory and equipment. A copy of this application may be filed as a financing statement in which case Applicant is the debtor and Company is the secured party. Applicant grants Company a purchase money security interest in any goods Applicant purchases until purchase price is paid in full. Applicant shall perform all standard acts which may be necessary to perfect and assure retention of such security interest in Company. Applicant agrees that Company shall have all rights and remedies of a secured party under the Uniform Commercial Code.
8. WAIVER. The failure by Company to exercise rights or privileges conferred herein shall not constitute a waiver of Company's rights at any time thereafter to enforce such terms.
9. CARSON BRAND. Applicant acknowledges that by entering into this Agreement, the Applicant is bound to the terms and conditions of this Agreement as it relates to CECO, Inc, Carson Oil Co., Inc., Woodbury Energy Company, Inc., Carson Propane, LLC, NEXGEN Logistics, LLC and NEXGEN Products Company, LLC, or any of the successors or assigns of the entities identified herein (collectively "Party" and/or "Companies"). Applicant also acknowledges that the "Carson" brand and logo is a trademarked brand of Carson Technologies, LLC used under license from Carson Technologies, LLC.
10. If applicant is a sole proprietorship or partnership, I (we) agree that in the event of incorporation, all terms of this agreement will apply to the corporation, including applicant's personal guarantee, unless applicant expressly notifies holder otherwise. Applicant shall notify seller at least 30 days prior to any change in its business structure, including the conversation from a sole proprietorship or partnership to a Corporation or Limited Liability Company ("LLC"). Notification shall be made in writing and acknowledged by Seller.
11. Any change in applicant's business structure shall not affect applicant's obligations under this agreement unless seller agrees otherwise in writing. Applicant cannot transfer or assign the account relationship without seller's prior written consent.
12. Applicant agrees that its continued solvency is a precondition to any extension of credit. On request, the Applicant agrees to provide the Seller a statement representing that the Applicant is and remains solvent.
13. The individual(s) signing this credit application warrant and represent that he or she has the authority to execute this document and to bind the applicant to its terms and conditions.
14. Severability. If any provision of this Agreement shall be held to violate any applicable law or be unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.
15. Unless otherwise requested in writing. All statements & invoices will be sent in electronic format to the AP email address provided. Alternative email address:

Applicant certifies that information stated on application is true and authorizes investigation of any and all sources listed on this application as well as credit bureau reports for the establishment and maintenance of a credit account. Applicant hereby acknowledges understanding and acceptance of the above terms and conditions of sale and that Applicant will adhere to them. Please fill out this form completely, incomplete forms may not be processed.

AUTHORIZED APPLICANT REPRESENTATIVE SIGNATURE PRINTED NAME & TITLE DATE

AUTHORIZED APPLICANT REPRESENTATIVE SIGNATURE PRINTED NAME & TITLE DATE

**PERSONAL GUARANTY**

In consideration of the extension of credit to the above named applicant, and to induce the extension of credit, the undersigned do(es) hereby personal guaranty as an individual and not in his/her corporate capacity to Companies (hereafter called Company) the prompt payment when due of every claim, account, past due service charge or money due which may currently exist and/or hereafter arise in favor of the Company against the purchaser named. This is a continuing guaranty and shall remain in force until revoked by me (us) by notice in writing to the benefit of, as the circumstances may require, not only to the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns, as well. This obligation shall cover the renewal of any claim, account or money due guaranteed by this instrument or extension or time payment thereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. Company may release one or more guarantors, add or reduce the interest charged to applicant and add to or reduce the credit limit of applicant without affecting the obligation of guarantor(s). The undersigned further agree(s) to pay any and all reasonable collection agency, attorney and/or courts costs whether or not action is instituted for collection thereof, and if action is instituted for collection, such reasonable attorney fees as the court may award, including any attorney fees on appeal. I/we agree that jurisdiction and venue for any suit or action to enforce the terms of this agreement shall be brought in Multnomah County, State of Oregon. The undersigned consent(s) to Company obtaining their consumer credit report for the purpose of evaluating credit worthiness in connection with this credit application.

**INDIVIDUAL GUARANTOR #1**

PRINTED NAME SIGNATURE
DATE OF BIRTH SS# DL# DATE
ADDRESS CITY STATE ZIP

**INDIVIDUAL GUARANTOR #2**

PRINTED NAME SIGNATURE
DATE OF BIRTH SS# DL# DATE
ADDRESS CITY STATE ZIP