



a division of SC Commercial, LLC



SALES REP: _____

5962 Priestly Drive, Carlsbad, CA 92008-8812
Tel: (760) 804-8460 • Toll Free: (800) 458-2711 • Fax: (760) 929-8028
www.thesocogroup.com

Please submit Financial Statements for Credit Requests over \$10,000.00

Date _____

I/WE herewith make application to The SoCo Group a division of SC Commercial, LLC (hereinafter "Vendor") for credit, or an increase or reconfirmation of our existing account. The undersigned gives and grants Vendor, or their agent, permission to verify or reverify all information stated herein at any time. I/We hereby agree that all credit granted and/or extended shall be paid timely in accordance with the Vendor's normal terms. I/We do affirm that all information supplied is true and correct. SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Inc. / Where

PLEASE ANSWER ALL QUESTIONS

Company Name _____ Partnership Proprietorship Incorporated
Business Name _____ Federal ID# _____ State Resale# _____
Address _____ City _____ State _____ Zip _____ Type of Business _____
Years in Business _____ If less than one year, Previous Business Name & Address _____
Phone (____) _____ Fax (____) _____ Toll Free (____) _____
Email Address _____ Website _____
Does company own any real property No Yes Address _____

LIST ALL BANK ACCOUNTS AND PHONE NUMBERS

Co. Bank _____ Acct# _____ City _____ St. _____ Phone (____) _____
Co. Bank _____ Acct# _____ City _____ St. _____ Phone (____) _____

COMPANY SUPPLIERS

Name _____ City _____ St. _____ Phone (____) _____ Acct# _____
Name _____ City _____ St. _____ Phone (____) _____ Acct# _____
Name _____ City _____ St. _____ Phone (____) _____ Acct# _____
Current Petroleum Supplier _____ Phone (____) _____ Acct# _____
Current Oil & Lubricants Supplier _____ Phone (____) _____ Acct# _____

LIST ALL PRINCIPALS OF THE COMPANY WITH THEIR TITLES

Name _____ SS# _____ Title _____
Home address _____ City _____ State _____ Zip _____ Own
Rent _____
Name _____ SS# _____ Title _____
Home address _____ City _____ State _____ Zip _____ Own
Rent _____
Authorized people to Purchase _____ P.O.# Required: _____ Amount of Credit Desired \$ _____

DEFAULT AGREEMENT

Should the undersigned default on any obligation incurred under this agreement and the Vendor refers this account to his attorney for collection and/or legal action, the undersigned agrees as follows: to pay the principal due, attorney fees and all costs of any nature incurred by the Vendor to pursue the delinquent obligation. In addition 15% of the principal amount due shall be added to the principal as liquidated damages. I acknowledge reading both sides of this document and receiving both sides of this document.

Signed by X _____ Title _____
Date _____

Please SIGN and Print name above. NOTE: Signature must be OWNER, PARTNER, or OFFICER

SPECIAL CONTRACT AS TO JURISDICTION AND VENUE

"Superior Service is Our Ultimate Product"



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In the event of litigation between the parties, it is hereby agreed that the place of entering into the contract and the place of performance of the contract shall be deemed & agreed to be at 5962 Priestly Dr, Carlsbad, California, 92008 and jurisdiction shall be deemed and agreed to be in San Diego County, CA with venue at San Diego Superior Court, Central Division, at 330 West Broadway, San Diego, CA 92101.

Signed _____ by X _____ Title _____
Date _____

Please SIGN and Print name above. NOTE: Signature must be OWNER, PARTNER, or OFFICER

PERSONAL GUARANTEE

The undersigned agrees to act as personal guarantor and co-signer to this agreement for all debts incurred both now and in the future for all monies owed by the Company, Organization, Persons, or Corporations who have signed this credit application and who have been extended credit both now and in the future. Guarantor recognizes, understands and agrees that this guarantee cannot be revoked or rescinded if any balance remains owed and outstanding to the Vendor and Guarantor hereby waives their subrogation or recovery rights.

Guarantor X _____ Guarantor
X _____

TERMS AND CONDITIONS OF SALE

The CUSTOMER fully understands and agrees to comply with the following terms and conditions of THE SOCO GROUP ("VENDOR"):

1. **PAYMENT.** Unless otherwise agreed to in writing by VENDOR the undersigned CUSTOMER agrees to the following terms in all credit transactions:
Motor Fuel Deliveries: _____ calendar days from date of delivery.
All other purchases from the first through the fifteenth calendar day of each month are due and payable no later than the last calendar day of the same month. All other purchases from the sixteenth through the last calendar day of each month are due and payable no later than the fifteenth calendar day of the month following purchase.
In the event said charges are not so paid. CUSTOMER agrees to pay VENDOR a service charge of 1.5% per month on the unpaid balance and agrees to forfeit any and all volume discounts. Further VENDOR can refuse further charges to CUSTOMER. This service is not an alternative performance provision.
2. **TAXES.** CUSTOMER agrees to pay any and all applicable sales excise and use taxes. CUSTOMER agrees to provide VENDOR with any and all certificates that may allow CUSTOMER to be exempt from certain State and/or Federal sales excise or uses taxes.
3. **RECEIPT OF DELIVERIES.** CUSTOMER authorized VENDOR to make requested and/or scheduled deliveries of its products whether or not CUSTOMER or his/her representatives are present to sign the delivery invoice. CUSTOMER agrees to pay for all such delivered products under the terms and conditions more fully set forth.
4. **SERVICE STATION CHARGES.** CUSTOMER agrees to provide VENDOR with a formally written list of persons and/or vehicles authorized to purchase products on the CUSTOMER'S behalf. The undersigned CUSTOMER in his/her individual or representative capacity, herein agrees to pay all charges incurred as a result of the use of the service station(s) unless and until VENDOR has been notified in writing of any change in the authorization list.
5. **CREDIT SUSPENSION.** VENDOR reserves the right to suspend any and all of CUSTOMER'S credit privileges without notice in the event that the terms and conditions are not met or kept by CUSTOMER as set forth herein.
6. **COLLECTION COSTS.** In the event CUSTOMER defaults in the terms of payment. VENDOR may recover from CUSTOMER all penalties and service charges including, without limitation, reasonable attorney's fees as set forth herein.
7. **TERMS AND CONDITIONS.** VENDOR'S acceptance of any order is conditioned upon CUSTOMER'S acceptance of the foregoing terms and conditions, which shall prevail.
8. **CREDIT LINE.** VENDOR may, at his option, increase or decrease the CUSTOMER'S credit line.
9. **DISCLAIMER.** VENDOR reserves the right to photograph, videotape and/or voice record CUSTOMER and/or CUSTOMER'S agents and/or CUSTOMER'S equipment utilizing VENDOR'S facilities on VENDOR'S property for the purpose of surveillance, advertising or any other activity deemed appropriate by VENDOR.
10. **AUTOMATED FUELING SYSTEM (AFS) TERMS AND CONDITIONS.** In consideration of the opening of an AFS account CUSTOMER and VENDOR have entered the following agreement.
 - I. CUSTOMER and his/her agents agree to follow all posted instructions for the fueling of vehicles and will comply with all posted safety procedures.
 - II. CUSTOMER hereby accepts the obligation and responsibility for payments for all fuel registered through the AFS account number(s) assigned to CUSTOMER from VENDOR. CUSTOMER will notify VENDOR of any lost cards immediately upon



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determination that a AFS card has been lost or stolen. Notice may be given orally but must be confirmed in writing within 24 hours of first notice. CUSTOMER agrees to pay for all products delivered through the reported AFS card until such written notice is received by VENDOR.

- III. If an AFS card or account is invalidated, written application must be made to reinstate such card or account. VENDOR reserves the right to refuse to reinstate any card or account. No invalidated card or account may be reinstated unless all monies owed are paid including all charges and fees.
- IV. This agreement may be canceled upon 24-hour written notice by VENDOR or CUSTOMER. Should CUSTOMER cancel the AFS account all monies due will be paid within ten calendar days of such cancellation. Upon notice of such cancellation. CUSTOMER shall return all AFS cards to VENDOR.
- V. CUSTOMER understands and agrees that his/her right to the AFS may not be assigned.
- VI. It is understood and agreed that all AFS cards issued to CUSTOMER are the sole property of VENDOR and must be surrendered upon demand.
- VII. It is understood and agreed that all AFS cards issued to CUSTOMER are issued solely for the business of CUSTOMER as an accommodation to CUSTOMER.
- VIII. CUSTOMER accepts any and all liability arising or resulting from the use, misuse, unauthorized use, loss or theft of any AFS card resulting in access to the AFS maintained and operated by VENDOR. CUSTOMER understands that the rights conferred herein allow CUSTOMER access to purchase products on private premises not open to the general public.

- 11. **LAW.** California law governs the terms and conditions set forth above.