



1540 Silas Creek Parkway  
Wintson-Salem, NC  
336-722-3441 Fax 336-721-9520

CREDIT APPLICATION and AGREEMENT

Date Rcvd: \_\_\_\_\_

Sales Rep: \_\_\_\_\_

I/WE (hereinafter "Customer" or "Applicant") herewith make application to QUALITY OIL COMPANY (Hereinafter "QOC") for credit, or an increase reconfirmation of our existing account under this Credit Application and Agreement (Hereinafter "Agreement"). The undersigned Applicant gives and grants QOC, or its agent, permission to verify all information stated herein at any time. Applicant hereby agrees that all credit granted and/or extended will be paid timely in accordance with QOC's normal terms. Applicant does affirm that all information is true and correct. PLEASE ANSWER ALL QUESTIONS to the best of your ability. Please sign and date the final page and return to Robert Moore via this email address: [rmoores@qocnc.com](mailto:rmoores@qocnc.com).

**General Information**

Company Name: \_\_\_\_\_ LLC / Partnership / Proprietorship / Incorporated  
State: \_\_\_\_\_ DBA: \_\_\_\_\_ Federal ID#: \_\_\_\_\_  
State Resale #: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
County: \_\_\_\_\_ Are you inside the city limits? Yes / No  
Type of Bus: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
If less than one year, Previous Business name & address:  
\_\_\_\_\_  
\_\_\_\_\_

**Contact Information**

Accounts Payable Contact: Mr. Mrs. \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ E Mail: \_\_\_\_\_  
  
Purchasing Contact (If different from Accounts Payable Contact): \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Has your company ever filed Bankruptcy Yes / No  
What Chapter: \_\_\_\_\_ Date of Filing: \_\_\_\_\_

Contractors License Number: \_\_\_\_\_ Type of License: \_\_\_\_\_

**Officers of the Company and Titles**

Name: \_\_\_\_\_ SS#: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ SS#: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ SS#: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

**Bank Accounts and Contacts**

Bank: \_\_\_\_\_ Acct#: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

Bank: \_\_\_\_\_ Acct#: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

Bank: \_\_\_\_\_ Acct#: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

**Local Business Credit References**

Name: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Current Petroleum Supplier: \_\_\_\_\_ Monthly Volume: \_\_\_\_\_

Does Company own Real Property? No / Yes

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**Assets:**

Certificates of Deposit: \_\_\_\_\_  
Cashing (Checking) Account: \_\_\_\_\_  
Cashing (Savings) Account: \_\_\_\_\_  
Notes (Contracts) Owed to You: \_\_\_\_\_  
Certificates of Deposit: \_\_\_\_\_  
Treasury Bills: \_\_\_\_\_  
Savings Certificates: \_\_\_\_\_  
Life Insurance (Cash Value): \_\_\_\_\_  
Money Market Funds: \_\_\_\_\_  
Precious Metals: \_\_\_\_\_  
Securities (Stocks or Bonds): \_\_\_\_\_  
Individual Retirement Plans (IRA): \_\_\_\_\_  
Real Estate (Market Value): \_\_\_\_\_  
Vehicles (Market Value): \_\_\_\_\_  
Tools and Equipment: \_\_\_\_\_  
Other Assets: \_\_\_\_\_

**Total Assets :** \_\_\_\_\_

**Liabilities:**

Credit Card Obligation: \_\_\_\_\_  
Home Mortgage: \_\_\_\_\_  
Other Mortgages: \_\_\_\_\_  
Auto Loans: \_\_\_\_\_  
Personal Loans: \_\_\_\_\_  
Personal Guarantees: \_\_\_\_\_  
Educational Loans: \_\_\_\_\_  
Business Loan Obligations: \_\_\_\_\_  
Taxes Owed: \_\_\_\_\_  
Other Debts: \_\_\_\_\_

**Total Liabilities :** \_\_\_\_\_

**Total Assets:** \_\_\_\_\_

**Total Liabilities (subtract):** \_\_\_\_\_

**Net Worth:** \_\_\_\_\_

**Tank Information**

Tank Sizes:	Above Ground	Under Ground		Above Ground	Under Ground
Diesel (on-road)	_____K	_____K	Reg.	_____K	_____K
Diesel (off-road)	_____K	_____K	Plus	_____K	_____K
K-1 (Clear)	_____K	_____K	Prem.	_____K	_____K
Kerosene (Dyed)	_____K	_____K	Other	_____K	_____K

Are all tanks properly labeled with approved decals?     Yes  No

Are tanks and drops clearly labeled to identify product?  Yes  No

**UST PERMIT – Required for Underground Tanks**

Quality Oil Company must have a copy of a valid UST permit on file at all times or delivery cannot be made.

**Facility ID#** \_\_\_\_\_

**Certificate #** \_\_\_\_\_

**Expiration Date** \_\_\_\_\_

Please include a copy of your UST permit with this application or email this document to Robert Moore at [rmoore@qocnc.com](mailto:rmoore@qocnc.com).

**TERMS AND CONDITIONS OF SALE**

The Customer fully understands and agrees to comply with the following terms and conditions of this Agreement.

- 1. **DEFAULT AGREEMENT TO PAY.** Signature states that Customer agrees to pay for products and/or services received from QOC. Should the Applicant default on any obligation to QOC, the Applicant agrees as follows: (1) to pay all principal due; (2) to pay a late charge on all principal due and unpaid within the time period allowed by QOC, at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law in the event a Court should determine that this late charge is excessive or otherwise unenforceable; (3) to pay all attorneys fees and costs of collection, including but not limited to attorneys fees incurred in preparing and transmitting demand letters and other pre-litigation services, as well as litigation itself; (4) that this Agreement is executed and to be performed in Forsyth County, and therefore any litigation to enforce the terms of this Agreement will be filed in Forsyth County. In the event there is a conflict between the terms of this Agreement and the terms of any subsequent written agreement between the parties and/or QOC invoice and/or QOC statement provided to Applicant, the Applicant agrees to be bound by the terms of the subsequent document setting forth the monetary obligation of Applicant. In the event of any conflict between the terms of Applicant’s purchase orders and this Agreement and/or any QOC invoice and/or QOC statement, Applicant agrees that the terms of the QOC document corresponding to the Applicant’s purchase order will prevail (i.e., the terms of the QOC invoice and/or statement pertaining to delivery of the goods referenced in the purchase order will prevail over any conflicting terms contained in the purchase order.).
- 2. **PAYMENT.** Unless otherwise agreed to in writing by QOC, the undersigned Customer agrees to the following terms in all credit transactions:

**Gasoline & Diesel Deliveries from Terminal: NET 7 Calendar days from date of delivery.**

In the event said charges are not paid in accordance with the terms above, Customer agrees to pay QOC a service charge of One and One Half Percent (1.5%) per month on the unpaid balance and agrees to forfeit any and all volume discounts. Further, QOC can refuse further charges to Customer. This service is not an alternative performance provision.

- 3. **ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT.** QOC is hereby authorized to pay and charge Customer’s account electronically for properly supported charges due and owing QOC only. This authorization will remain in effect until revoked by Customer in writing, and until such notice is actually received, Financial Institution will be fully protected in honoring any such electronic transfer. This Agreement allows QOC to charge debits to Customer’s account at frequent intervals for varying amounts. It is acknowledged and accepted that the debits owed to QOC will typically be paid on the due date or next business day. QOC will notify Customer by fax of any and all impending debits. **THERE WILL BE A \$50 CHARGE BY QOC FOR ANY ELECTRONIC TRANSFER RETURNED UNPAID.** In the event a debit is shown to be made erroneously, QOC agrees to correct such error immediately.  
 Financial Institution Name: \_\_\_\_\_ Branch: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Bank Routing Number: \_\_\_\_\_ Bank ABA Number: \_\_\_\_\_  
 Checking Account Number: \_\_\_\_\_
- 4. **TAXES.** Customer agrees to pay any and all applicable sales, excise, and use taxes. Customer agrees to provide QOC with any and all certificates that may allow Customer to be exempt from certain State and/or Federal sales, excise or use taxes.
- 5. **RECEIPT OF DELIVERIES.** Customer authorizes QOC to make requested and/or scheduled deliveries of its products whether or not Customer or Customer’s 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.
- 6. **CREDIT SUSPENSION.** QOC 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.
- 7. **COLLECTION COSTS.** In the event Customer defaults in the terms of payment, QOC may recover from Customer all penalties and service charges including, without limitation, reasonable attorney’s fees as set forth herein.
- 8. **CREDIT LINE.** QOC may, at its option, increase or decrease the Customer’s credit limit.
- 9. **DISCLAIMER.** QOC reserves the right to photograph, videotape, and/or voice record Customer and/or Customer’s agents and/or Customer’s equipment utilizing QOC’s facilities on QOC’s property for the purpose of surveillance, advertising or any other activity deemed appropriate by QOC.
- 10. **LAW.** North Carolina law governs the terms and conditions set forth above.

**Terms and Conditions above agreed to without exception.**

**Authorized Signature**

**X:** \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Authorized Signatory Name: \_\_\_\_\_

**PERSONAL GUARANTY**

**Signature States Signateur (“Guarantor”) personally Guarantees (“Guarantee”) debts for the above Applicant. In consideration for the extension of any terms for payment of Applicant purchased by Applicant from QOC, the undersigned Guarantor agrees: (1) Guarantor is an officer and/or owner of Applicant; (2) Guarantor will act as a personal guarantor to QOC, and guarantee prompt payment of any and all obligations now or hereafter owed by Applicant to QOC, agreeing to make payment to QOC of all sums, including, but not limited to, late charges and attorney fees unpaid to QOC by Applicant upon the Applicant’s default on any obligation to QOC and/or any filing of bankruptcy by Applicant; (3) liability will accrue under the Guarantee without notice to the undersigned; (4) Guarantor waives any and/or all rights to notice of action or inaction by QOC on any obligation owed by Applicant; (5) Guarantor waives any right to insist that QOC first seek recovery against the Applicant, or to pursue any other remedy, or seek recovery against any property owned by Applicant, prior to demanding payment upon and/or enforcing payment pursuant to the Guarantee; (6) that QOC will have no duty to advise Guarantor of any modification of terms to Applicant or to advise Guarantor of any information regarding Applicant’s financial condition; (7) that QOC may enforce this Guarantee against Guarantor without proceeding against Applicant or anyone else; (8) that Guarantor agrees not to assert any claim that Guarantor may now or later have against Applicant for any payment or transfer that Guarantor is obligated to make to QOC under this Guarantee; (9) that Guarantor waives all subrogation or recovery rights; (10) that this Guarantee may not be revoked or rescinded if any balance remains owed and outstanding to QOC from Applicant; (11) that Guarantor will pay all attorney’s fees and costs incurred in enforcing this Guarantee; (12) that any married Guarantor who signs this Guarantee hereby expressly agrees that recourse may be had against Guarantor’s separate property for all obligations and/or liabilities hereunder. **The undersigned individual Guarantor, recognizing that his/her individual credit history may be a factor in the evaluation of the credit of the Applicant, hereby consents to and authorizes QOC, it’s nominees and assigns, to obtain and use a consumer credit report on the undersigned, now and from time to time, as may be needed in the credit evaluation and review process and waives any right or claim he/she would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.****

**Authorized Signature**

**X:** \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Authorized Agreement  
For Prearranged Payments (Debits)**

Checking Acct. #: \_\_\_\_\_ Savings Acct. #: \_\_\_\_\_

At the \_\_\_\_\_ Branch \_\_\_\_\_

In City, State \_\_\_\_\_

I understand that this authorization will be in effect until I notify my financial institution in writing that I no longer desire this service, allowing reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (debit or credit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution, if, within 15 calendar days following the date on which I was sent a statement of account or a written notice of such entry or 45 days after posting, whichever occurs first, I give my financial institution a written notice identifying the entry, stating that it is an error and requesting credit back to my account.

This Authorization is nonnegotiable and nontransferable.

\_\_\_\_\_  
Customer Name

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**Attach Voided Check or Deposit slip below:**