



◆ Industrial Lubricants ◆ Mil Spec. Rust Preventatives ◆

Credit Application

The undersigned company is applying for credit with and agrees to abide by the standard terms and conditions of as printed on the reverse side.

Company name _____

DBA (if different) _____

Contact person _____

Address _____

Phone _____ Fax _____

Federal tax ID or Social Security number. _____

Type of business _____ No. of employees _____

Date business established _____

Types of products you will purchase _____

Amount of credit requested \$ _____

Nature of Business _____

CORPORATION

State of incorporation _____ Year of Incorporation _____

Names, titles, and addresses of your three chief corporate officers _____

PARTNERSHIP

Names and addresses of the partners _____

Are you sales tax exempt? Yes _____ No _____ Resale Number: _____

Have you ever had credit with us before? Yes _____ No _____ Under What Name: _____

Have the principals of this business ever been involved in a petition of bankruptcy or forced liquidity? Yes _____ No _____

Authorized purchasers _____

Present Petroleum Supplier _____

Property of Business Locations Is _____ Owned _____ Leased _____ Length of Lease _____ Monthly Rent _____

Name of Lessor _____ Telephone Number of Lessor _____

Address of Lessor _____

Purchase order required? Yes _____ No _____



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TRADE REFERENCES

Reference #1

Name

Address

Phone

Fax

Reference #2

Name

Address

Phone

Fax

Reference #3

Name

Address

Phone

Fax

BANK REFERENCES

Bank#1

Account #

Phone

Fax

Contact person

Name of bank

Address

Bank#2

Account #

Phone

Fax

Contact person

Name of bank

Address



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AGREEMENT TO TERMS AND CONDITIONS

I represent that the above information is true and is given to induce to extend credit to the applicant. My company and I authorize to make such credit investigation as sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS AND PERSONAL GUARANTEE

IN CONSIDERATION OF SELLER, F&L PETROLEUM PRODUCTS SELLING GOODS AND/OR SERVICES TO THE BUYER EXECUTING THIS APPLICATION AND AGREEMENT, BUYER AGREES TO THE FOLLOWING TERMS AND CONDITIONS REGARDING PURCHASES MADE HEREAFTER:

1. ALL SOLVENT & LUBRICANT PURCHASES SHALL BE PAID NO LATER THAN 30 DAYS FOLLOWING THE INVOICE DATE. ALL FUEL PURCHASES SHALL BE PAID NO LATER THAN 15 DAYS FOLLOWING INVOICE DATE.
2. IN THE EVENT THAT FULL PAYMENT IS NOT RECEIVED WITHIN TERMS STATED IN ITEM 1, NO FURTHER CREDIT WILL BE EXTENDED UNTIL ACCOUNT BALANCE IS SATISFIED. FURTHER CREDIT MAY BE CURTAILED WITHOUT PRIOR NOTICE TO BUYER.
3. BUYER AGREES TO PAY SELLERS ATTORNEY FEES, COURT COSTS, AND EXPENSES INCURRED BY SELLER IF BUYERS ACCOUNT AND THIS AGREEMENT ARE REFERRED FOR COLLECTION OR ENFORCEMENT.
4. BUYER AGREES TO PAY SERVICE CHARGES OF 1-1/2% PER MONTH, AN ANNUAL INTEREST RATE OF 18% PER ANNUM ON ANY AMOUNTS PAST DUE 30 DAYS AFTER BILLING DATE.
5. IF IT BECOMES NECESSARY FOR SELLER TO INSTITUTE LITIGATION AGAINST BUYER IT IS AGREED THAT SELLER HAS THE RIGHT TO BRING SUIT IN THE COUNTY OF LOS ANGELES, CALIFORNIA.
6. BUYER AGREES TO SIGN A PERSONAL GUARANTY.
7. BUYER WARRANTS THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND ACKNOWLEDGES THAT CREDIT WILL BE EXTENDED PURSUANT TO THIS AGREEMENT.
8. ANY DISPUTE AS TO BILLING, CHARGES, OR MATERIALS MUST BE RAISED BY BUYER WITHIN 10 DAYS OF BILLING OR SAID DISPUTE SHALL BE WAIVED BY BUYER.
9. SELLER RESERVES THE RIGHT TO CHARGE MASTERCARD, VISA, OR AMERICAN EXPRESS ACCOUNT FOR ANY PAST DUE AMOUNTS.



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AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS

Customer

Name: _____

Address: _____

City, State, Zip: _____

Bank

Name: _____

Address: _____

City, State, Zip: _____

ABA No.: _____ Account No.: _____

I (We), hereinafter called CUSTOMER, hereby authorize F&L Petroleum Products to originate electronic debit entries to CUSTOMER'S checking account, indicated above and authorize the Depository Institution named above, hereinafter called BANK, to accept and to debit the amount of such entries from CUSTOMER'S account.

Such entries will be transmitted by California United Bank, Encino, California, on behalf of F&L Petroleum Products CUSTOMER will receive notification of the debit entries no less than 24 hours prior to transmission.

This authority is to remain in effect until ten days after F&L Petroleum Products, at the address shown above, and BANK, at the address shown above, have received written cancellation from CUSTOMER and all purchases of petroleum products prior to receipt of cancellation have been paid.

CUSTOMER understands that a debit entry will only be accepted if sufficient funds are available in CUSTOMER'S account. In the event that an entry is not accepted for any reason, BANK is to notify Dion & Sons, Inc. by telephone at the number shown above by close of the banking day on which the entry is presented.

CUSTOMER understands that if he/she/they refuse payment for a debit entry, F&L Petroleum Products may terminate this Agreement immediately.

CUSTOMER Authorization

Authorized Signature Title Date

BANK Acceptance

Authorized Signature Title Date

F&L Petroleum Products Acknowledgement

Authorized Signature Title Date



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2007 RED DYED DIESEL EXCISE TAX EXEMPTION CERTIFICATE

The undersigned purchaser ("Purchaser") hereby certifies that all dyed diesel fuel ordered by the Purchaser for a period beginning January 1, 2007 and ending December 31, 2007 will be used for the following tax-exempt purposes.

Check applicable exemptions:

- ____(1) Use in stationary pumps, compressors and electric power generation equipment.
- ____(2) Use in an off-highway vehicle that is not required to be registered.
- ____(3) For Resale-to be resold to excise tax exempt customers only.

Purchaser is aware that the use of dyed fuel cannot be used for taxable purposes. Purchaser will be prepared to establish by satisfactory evidence the purpose for which Purchaser used the product bought under this certificate.

Purchaser also understands that if dyed fuel is found in the tank of a motor vehicle by inspectors for either the Internal Revenue Service or California State Board of Equalization, the vehicle driver will be subject to fines which could equal \$10.00 per gallon of dyed diesel or \$1000.00 whichever is greater for the first offense. Fines and penalties can be assessed by both governing agencies.

COMPANY NAME _____
 ADDRESS _____
 FED ID# OR SS# _____
 NAME _____ TITLE _____
 SIGNATURE _____ DATE _____

****FOR DION USE ONLY****

ACCOUNT # _____ ENTERED BY _____

CALIFORNIA CERTIFICATE OF RESALE

Name of Purchaser

Address of Purchaser

I HEREBY CERTIFY: That I hold valid seller's permit no. _____ issued pursuant to the Sales and Use Tax Law and that I am engaged in the business of selling _____

That the tangible personal property described herein which I shall purchase from: Dion & Sons, Inc. will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business. It is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price for such property or other authorized amount. Description of property to be purchased: _____

Date: _____

Signature of Purchaser or Authorized Agent

Title



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PERSONAL GUARANTY

In consideration of the extension of credit by the Seller, herein to Buyer herein, the undersigned does jointly and severally personally guarantee to pay and be responsible for payment of all sums, balances and accounts due to Seller and Buyer, including collection charges and/or attorney's fees. This shall be an open and continuing guaranty and shall continue in force not withstanding any change such indebtedness, or renewals or extensions granted by Seller, without obtaining any consent thereto, and until expressly shall not in any manner affect my/us to Seller. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we hereby waive notice of the acceptance of this agreement, notice of default payment or non-payment and waive action required by any statute, against the buyer. No delay on Seller's part in exercising any right hereunder, or taking any secondarily liable with the Buyer, shall operate as a waiver of any such right or in any manner prejudiced Seller's right against me/us. I/we agree that in the event of any default at any time by said Buyer, Seller shall be entitled to look to me/us immediately for full payment without prior demand or notice.

Name _____
Please print

Name _____
Please print

Signature _____

Signature _____