



**Greg's Petroleum Service**  
 Marketer, Chevron USA Inc. Products  
 7905 Downing Avenue, Bakersfield, CA 93308  
 Phone (661) 535-4900 FAX (661) 535-4990

**APPLICATION FOR CREDIT**

**BUSINESS INFORMATION**

**FAMILY INFORMATION**

FIRM NAME \_\_\_\_\_  
 SOLE  PARTNERSHIP  CORP   
 OWNERSHIP

1. NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
 NAME OF SPOUSE \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_  
 DATE ESTABLISHED \_\_\_\_\_  
 BUSINESS ADDRESS \_\_\_\_\_  
 BILLING ADDRESS \_\_\_\_\_  
 BUSINESS PHONE \_\_\_\_\_  
 FEDERAL TAX NO. \_\_\_\_\_  
 BANK \_\_\_\_\_  
 BRANCH ADDRESS \_\_\_\_\_  
 ACCOUNT NUMBER \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_  
 BANK \_\_\_\_\_  
 BRANCH ADDRESS \_\_\_\_\_  
 CHECKING  SAVINGS  LOAN   
 ACCOUNT NUMBERS \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_ S.S. NO. \_\_\_\_\_  
 EMPLOYED BY \_\_\_\_\_  
 HOW LONG \_\_\_\_\_

NAMES OFFICERS OR PARTNERS \_\_\_\_\_  
 1. \_\_\_\_\_ TITLE \_\_\_\_\_  
 2. \_\_\_\_\_ TITLE \_\_\_\_\_  
 3. \_\_\_\_\_ TITLE \_\_\_\_\_  
 4. \_\_\_\_\_ TITLE \_\_\_\_\_  
 5. \_\_\_\_\_ TITLE \_\_\_\_\_

2. NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
 NAME OF SPOUSE \_\_\_\_\_  
 HOME ADDRESS \_\_\_\_\_  
 BANK \_\_\_\_\_  
 BRANCH ADDRESS \_\_\_\_\_  
 CHECKING  SAVINGS  LOAN   
 ACCOUNT NUMBERS \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_ S.S. NO. \_\_\_\_\_  
 EMPLOYED BY \_\_\_\_\_  
 HOW LONG \_\_\_\_\_

LOCAL CREDIT REFERENCES – Please Give Complete Name, Address, Account Number, Phone Number and Fax Number

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

[SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO]

If this Application is for Cardlock fuels – How many vehicles will use the facility \_\_\_\_\_ How many cards will be needed \_\_\_\_\_ Estimated monthly use \_\_\_\_\_ What fuels will be used \_\_\_\_\_

AMOUNT OF CREDIT REQUESTED \_\_\_\_\_

**Subject to the General Terms and Conditions.** The undersigned acknowledges and agrees that this “Application for Credit” (this “Application”), any subsequent grant of credit pursuant to this Application, and any sale of goods and/or products by **GREG’S PETROLEUM SERVICES**, a California corporation (“Seller”), to the applicant, is subject to the “General Terms and Conditions” attached hereto and incorporated herein by reference.

**Additional Guaranty Agreement.** If the undersigned is an entity, then Seller reserves the right to require the beneficial owners of such entity to sign a separate “Guaranty Agreement” as a condition of accepting this Application. Such Guaranty Agreement shall be fully executed and delivered contemporaneously with this Credit Application.

| APPLICANT SIGNATURE  |  |
|--|--|
| BUSINESS SIGNATURE(S)  | INDIVIDUAL SIGNATURE(S)                            |
| Date: _____, 20____<br><br>_____, a[n]<br>_____<br><br>By: _____<br>[Print:] _____<br>Its: _____ | Date: _____, 20____<br><br>_____<br>[Print:] _____ |

[SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO]

## GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS (these "Terms and Conditions"), together with the "Application for Credit," to the extent applicable (the "Application") shall govern the credit application process and also any and all deliveries and/or sales of goods or services (the "Products") by GREG'S PETROLEUM SERVICE, a California corporation ("Seller"), to the customer/buyer ("Customer"), except as expressly superseded by any other signed writing between Seller and Customer. These Terms and Conditions and the Application are collectively referred to as this "Agreement" on a generic basis. Seller and Customer are referred to singularly as a "party" on a generic basis and collectively as the "parties."

### 1. CREDIT APPLICATION.

1.1. Warranty. Customer hereby warrants to Seller that the information supplied by Customer on the Application is accurate, true and correct in all regards as of the date of the Application. Customer also warrants to Seller that by opening an account with Seller, all Products obtained from Seller shall be used only and solely for business, commercial or agricultural purposes.

1.2. Credit Investigation. Customer acknowledges and agrees that the information supplied on the Application is for the purpose of obtaining credit from Seller. Customer hereby expressly authorizes Seller, on behalf of Customer, to conduct a credit investigation, including, without limitation, an investigation of the references listed pertaining to the Customer. Seller may, in its sole and absolute discretion, require Customer to submit and/or execute additional agreements, contracts, and/or loan instruments as a condition of approving the Application.

1.3. Right to Discontinue Credit. Customer acknowledges, understands and agrees that Seller reserves the right to deny and/or discontinue credit to Customer's account for any reason and without prior notice in Seller's sole and absolute discretion.

### 2. PRICING; PAYMENTS; TAXES.

2.1. Pricing. Customer agrees to pay Seller's standard price(s) for the Products in effect at the time such Products are delivered unless otherwise agreed to in writing by the parties. All such pricing is exclusive, i.e., does not include taxes, freight, packaging, insurance, handling and all other charges, whether similar or dissimilar.

2.2. Payments. Customer shall receive an invoice or billing statement from Seller for Products. Payment shall be due and owing per the payment terms specified on the invoice or billing statement provided by Seller and will depend on a variety of factors, including, without limitation, the type of Products and also the Customer's individual credit limit. All payments under this Agreement shall be paid in cash, cashier's or company check, or wire transfer made payable to Seller. Payments shall be made in legal tender of the United States of America and directed to the payment address or other means specified by Seller from time to time. Customer shall make such arrangements for payment as Seller shall from time to time reasonably require and Seller may suspend scheduling, production, shipment or delivery of the Products until such arrangements are made

2.3. Interest and Late Charges. Customer shall pay to Seller interest on any unpaid amount at either eighteen percent (18%) per annum or the maximum rate permitted by the laws of the State of California, on the first (1st) day such amounts first become past due and owing, whichever is less.

2.4. Taxes. To the extent legally permissible, all present and future taxes imposed by any federal, state or local authority that Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of the Products,

including taxes upon or measured by the receipts therefrom (except net income and equity franchise taxes) shall be for the account of Customer.

2.5. Assurance of Performance, Right of Offset/Setoff. If Seller reasonably believes that Customer is or may become unable to perform its duties, obligations or responsibilities hereunder, Seller may require that Customer provide Seller with security for, or other assurance of performance, in either case acceptable to Seller. In the event that Customer fails to do so or fails to make payment in full within the time period set forth on the invoice or expressly agreed upon in writing by the parties, such failure shall constitute a material breach of contract by Customer permitting Seller to suspend scheduling, production, shipment or delivery of the Products under this Agreement or any other contract between the parties. Seller shall have the right to set off against any monies due Seller hereunder any obligations of Seller or its affiliates to Customer.

3. **LIMITED PURPOSE; NO EXPORT. THE PRODUCTS ARE ONLY INTENDED FOR COMMERCIAL AND RETAIL PURPOSES. THE PRODUCTS ARE NOT INTENDED FOR DOMESTIC USE OR FOR EXPORT.**

### 4. TITLE; RISK OF LOSS; SHIPPING.

4.1. Title; Risk of Loss. Title to the Products shall pass to Customer upon Seller's receipt of full payment for the Products. Risk of Loss shall pass to Customer at the earliest of: (i) tender of delivery of the Products to the Customer's designated location; or, (ii) if Customer is providing or arranging for shipping of the Products, upon delivery or transfer of the Products to such truck, tank or other carrier designated by Customer to ship the Products. Tender of delivery can be made to Customer, Customer's agent or representative, or Customer's carrier/shipper.

4.2. Incidental Transportation and Storage Charges. Any charges at the delivery point for handling, spotting, storing, switching and/or other accessorial services, and demurrage, shall be for and on Customer's account. Seller shall have the right to assess a storage and handling charge for Products left in Seller's possession after notification to Customer that the goods and/or products are available to ship.

5. SECURITY INTEREST. Seller retains a purchase money security interest under Division 9 of the California Commercial Code concerning security interests in personal property in the Products until payment in full has been made. In the event of default by Customer under this Agreement, Seller shall have all the rights and remedies of a secured creditor under the laws of the State of California, including, without limitation, Division 9 of the California Commercial Code. Customer agrees to execute such financing statements and other documents as Seller may request in order to perfect Seller's security interest in the Products.

6. INDEMNIFICATION. Customer shall indemnify Seller for use and/or resale of the Products under this Agreement where such Products are subsequently used in the creation of any product(s) which are in turn to be sold by Customer or otherwise introduced into the stream of commerce.

7. WARRANTIES; LIMITATION OF LIABILITY; EXCLUSIVE REMEDY; FORCE MAJEURE

7.1. Inspection. Customer's taking of delivery of the Products at Customer's designated location shall be deemed an acceptance of the Products as conforming to this Agreement. Customer's inspection or failure to inspect the Products shall not delay payment.

7.2. Limited Express Warranties; Disclaimer of Other Warranties. Seller warrants title to the Products. Seller also warrants that all Products shall conform to any descriptions on this Agreement of the Products provided by Seller to Customer. Customer is not relying on any representation of Seller concerning quality, usefulness or other attribute of the Products. **NO DESCRIPTIONS OTHER THAN THOSE IN THIS AGREEMENT SHALL BE DEEMED A WARRANTY BY DESCRIPTION OR OTHERWISE HAVE ANY LEGAL EFFECT. IF EXAMPLES WERE EXHIBITED TO CUSTOMER, SAME WERE FOR GENERAL INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE DEEMED A WARRANTY BY SAMPLE OR MODEL OR OTHERWISE HAVE ANY LEGAL EFFECT. THE WARRANTIES IN THIS AGREEMENT CONCERNING THE PRODUCTS ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SELLER DOES NOT WARRANT THE PRODUCTS TO ANY THIRD PARTY FOR ANY PURPOSE OR USE WHATSOEVER.**

7.3. Option to Replace. Seller has the option, at its sole and absolute discretion, to replace any Products which fail to meet the limited express warranties in Section 7.2; provided Seller is promptly notified of any defect and such Products are returned to Seller within three (3) days after delivery. Replaced Products shall be returned to Customer, freight prepaid and insured by Seller. Seller may charge at its standard rates for any handling of such Products. THIS SECTION 7.3 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTIES.

7.4. Limitation of Liability; Waiver of Consequential, Incidental, Indirect or Special Damages. **THE MAXIMUM LIABILITY, IF ANY, OF SELLER FOR ALL DIRECT DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, OR OTHERWISE WITH RESPECT TO THE PRODUCTS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCTS ACTUALLY PAID BY CUSTOMER TO SELLER. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY THIRD PARTY. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER**

**CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

7.5. Exclusive Remedy. In the event a court of competent jurisdiction determines that Sections 7.2 and/or 7.4 are invalid and Seller should be found liable for loss or damage, Seller's liability shall be limited to the amount of the purchase price for same actually paid, if any, for the Products as liquidated damages and not as a penalty. Because of the nature of the Products, it is impractical and extremely difficult to determine the actual damages, if any, which may result from failure on the part of Seller to perform its duties, responsibilities and responsibilities under this Agreement. Such liquidated damages is the exclusive remedy for any failure of the Products, and this Section 7.5 shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any duty, obligation or responsibility of Seller from the negligence, active or otherwise, of Seller, its agents, representatives or employees.

7.6. Force Majeure/Excused Performance. All matters herein notwithstanding, any delay or failure in the performance by Seller of its duties, obligations or responsibilities under this Agreement shall not be a breach of this Agreement and Seller shall not be liable to Customer for any such delay or failure if such failure or delay arises out of, is caused by or results from acts beyond Seller's reasonable control, including without limitation, acts of God, acts of any government body or unit, acts of materialmen or subcontractors, accidents, breakdowns, compliance with or other actions taken to carry out the intent and purpose of any applicable laws or regulations, drought, explosion, fires, floods, frost, interruption of utility services, labor disputes, mechanical breakdown, sabotage, shortages and/or delays in obtaining suitable equipment, facilities, labor, material, parts and/or transportation, temporary or permanent plant shutdown, terrorism, transportation strikes, vandalism, or any similar or dissimilar cause beyond Seller's reasonable control. Also, and if due to a such force majeure or excusable performance event, Seller is unable to produce sufficient Products to meet all demands from all of its buyers, including, without limitation, Customer, Seller shall have the right to allocate production among its buyers in any manner that Seller may determine, acting reasonably. This Section 7.6 is to be applied in conjunction with California Commercial Code Section 2615; provided, however, that in the event of a conflict, this Section 7.6 shall control, govern and otherwise take precedence.

8. TERMINATION OR CANCELLATION; LIMITATION OF ACTIONS.

8.1. Termination by Seller; No Cancellation by Customer. In addition to any other remedies available to Seller at law, in equity or under this Agreement, Seller may terminate any contract with Customer in the event that: (i) Customer breaches or fails to perform its duties, obligations or responsibilities under this Agreement; (ii) Customer ceases to carry on its business substantially as such business is conducted on the date of this Agreement and such change in circumstances modifies Seller's duties, obligations or responsibilities or impairs either party's ability to discharge its duties, obligations or responsibilities under this Agreement; (iii) Customer suffers voluntary or involuntary bankruptcy, reorganization, liquidation receivership or similar proceedings; (iv) Customer generally becomes unable to pay its debts as they become due; or (v) a force majeure or excused performance event under Section 7.6 continues for a period of more than thirty (30) days. Customer may not cancel an order for the Products once placed with Seller.

8.2. Limitation of Actions. **ANY ACTION BY CUSTOMER AGAINST SELLER FOR BREACH OF THIS AGREEMENT OR**

**BREACH OF WARRANTY OR FOR ANY OTHER CLAIM, WHETHER IN TORT OR CONTRACT, MUST BE COMMENCED WITHIN ONE YEAR (1 YR.) OF THE DELIVERY OF THE PRODUCTS.**

9. MISCELLANEOUS.

9.1. Remedies Cumulative. No right or remedy herein conferred upon or reserved to Seller are intended to be exclusive of any other right or remedy herein or by law, provided that each will be cumulative and in addition to every other right or remedy given herein or now, or hereafter, existing at law or in equity.

9.2. Waiver. A waiver of any breach of this Agreement by any party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other condition, covenant, provision or term of this Agreement.

9.3. Attorneys' Fees and Costs. In the event of any arbitration or action at law or in equity between the parties to enforce or interpret this Agreement, the non-prevailing party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred therein by such prevailing party and, if such prevailing party shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees and disbursements may be included in and as a part of such judgment. The prevailing party shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, then the prevailing party shall be determined by the court or the arbitrator, as applicable.

9.4. Entire Agreement; Modification. This Agreement contains all of the agreements of the parties with respect to the matters contained herein, and supersedes all prior agreements, representations or understandings pertaining to any such matter. Except as provided below, this Agreement only may be amended or modified by an agreement in writing signed by duly authorized representatives of each of the parties. Notwithstanding the foregoing, Seller reserves the right to amend or modify, or submit new terms and conditions, and if Seller so elects, Seller shall provide to Customer such amended or modified, or new terms and conditions. Thereafter, Customer's subsequent purchases of the Products shall operate as Customer's acceptance in their entirety of any such amended or modified, or new terms and conditions. In the event of a conflict between these Terms and Conditions and any invoice, order, proposals, purchase order, quotes, release, requests for quotes or other document expressly made a part of this Agreement and signed by all of the parties, the conditions, provisions and terms of the signed document shall prevail. Customer's placement of an order or release for, or taking delivery of, any Products by Seller to Customer that are the subject of this Agreement shall constitute acceptance of the Seller's offer under these Terms and Conditions and Seller hereby objects to and rejects any and all additional or different terms proposed by Customer, whether contained in Customer's order, proposal, purchase order, release, requests for quotes, shipping release form, related correspondence or any other documents including emails.

9.5. Severability. If any condition, covenant, provision or term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect. However, unless such stricken condition, covenant, provision or term goes to the essence of the consideration bargained for by a party, the remaining terms, provisions, covenants and conditions of this Agreement shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

9.6. Assignment; Source of Production. Seller may sell, assign, transfer, convey or encumber this Agreement or any right or interest herein or hereunder. Customer shall not assign, convey encumber, sell or transfer this Agreement or any right or interest herein or hereunder without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Seller reserves the right, exercisable in its sole and absolute discretion, to source production of the Products hereunder from facilities other than its own.

9.7. Binding Effect; No Third Party Beneficiary. This Agreement shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, agents, directors, employees, independent contractors, joint venturers, members, officers, partners, predecessors, representatives, stockholders, successors, and all others acting for, under, or in concert with it, present and future. Notwithstanding the foregoing, this Agreement is made for the sole benefit of the parties and their respective successors and permitted assigns and no other person or persons shall have any right of action hereon.

9.8. No Partnership or Joint Venture Created. The parties' relationship is that of a seller and a buyer, and this Agreement is not intended to nor does create a partnership or joint venture or relationship between the parties.

9.9. Governing Law; Venue. This Agreement shall be construed, enforced, governed by, interpreted and performed pursuant to the internal laws, and not the law of conflicts, of the State of California applicable to agreements, contracts and understandings made and to be performed in such state. The parties also agree that this Agreement is made and to be performed in Kern County, California, and therefore that the only proper venue for any litigation shall be the Kern County Superior Court, Metropolitan Division.

9.10. Further Action; Time of the Essence. The parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement. Time is of the essence in the performance of the parties' respective duties, obligations, and responsibilities under this Agreement.

9.11. Separate Counterparts. This Agreement may be executed in counterparts (including by facsimile or e-mailed portable document format file), all of which shall constitute one document, and that by the signature(s) hereto, the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes.

9.12. Warranties of the Parties; Authority of the Parties. Each party understands, acknowledges, agrees, represents and warrants to the other party that it has received independent legal advice from its attorneys with respect to the advisability of entering into this Agreement or has intentionally elected not to seek the advice of counsel and has carefully reviewed and considered these Terms and Conditions, that it is empowered to execute this Agreement, and that its execution of this Agreement is free and voluntary. Where required in this Agreement, the parties shall deliver documentation which authorizes the transaction contemplated herein and which further evidences the authority of the individuals or officers who are empowered to execute and carry out the terms of this Agreement.

9.13. Effective Date. This Agreement shall become effective upon the earlier of either: (i) the date Customer orders or requests any Products from Seller; or, (ii) the date upon which any Products are delivered to Customer by Seller.