

## CREDIT APPLICATION and AGREEMENT

I/WE (hereinafter "Customer" or "Applicant") herewith make application to Plavan Commercial Fueling, Inc. DBA Plavan Fleet (hereinafter "Plavan") for credit, or an increase reconfirmation of our existing account under this Credit Application and Agreement (hereinafter "Agreement"). The undersigned Applicant gives and grants Plavan, or its agent, permission to verify and re-verify all information stated herein at any time. Plavan is a reporting member of the San Diego Credit Association & TRW Business Credit. Applicant hereby agrees that all credit granted and/or extended will be paid timely in accordance with Plavan's normal terms. Applicant does affirm that all information is true and correct.

**PLEASE ANSWER ALL QUESTIONS.** (if more space is needed, a continuation sheet may be attached)

Company Name \_\_\_\_\_ LLC \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ Incorporated \_\_\_\_\_ State \_\_\_\_\_

DBA \_\_\_\_\_ Federal ID# \_\_\_\_\_ State Resale # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Type of Bus \_\_\_\_\_

Years in Business \_\_\_\_\_ If less than one year, previous business name & address \_\_\_\_\_

Payables Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

Purchasing Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

Has your company ever filed Bankruptcy? \_\_\_\_\_ No \_\_\_\_\_ Yes, what Chapter? \_\_\_\_\_ Date of filing \_\_\_\_\_

Contractor's License Number \_\_\_\_\_ Type of License \_\_\_\_\_

### LIST ALL BANK ACCOUNTS AND PHONE NUMBERS

Co. Bank \_\_\_\_\_ Acct# \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Contact \_\_\_\_\_

Co. Bank \_\_\_\_\_ Acct# \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Contact \_\_\_\_\_

### BUSINESS CREDIT REFERENCES – PRIMARY SUPPLIERS

Fuel Supplier \_\_\_\_\_ Monthly Gallons \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Does Company own Real Property? \_\_\_\_\_ No \_\_\_\_\_ Yes Address \_\_\_\_\_

### LIST ALL OFFICERS OF COMPANY WITH TITLES

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

Home Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_

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

Home Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_

### 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 Plavan.** Should the Applicant default on any obligation to Plavan, 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 Plavan, 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 San Diego County, and therefore any litigation to enforce the terms of this Agreement will be filed in San Diego 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 Plavan invoice and/or Plavan 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 Plavan invoice and/or Plavan statement, Applicant agrees that the terms of the Plavan document corresponding to the Applicant's purchase order will prevail (i.e., the terms of the Plavan 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 Plavan, the undersigned Customer agrees to the following terms in all credit transactions:  
NET 15 DAYS FROM DATE OF INVOICE.  
In the event said charges are not paid in accordance with the terms above, Customer agrees to pay Plavan 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, Plavan can refuse further charges to Customer. **This service is not an alternative performance provision.**
3. **TAXES.** Customer agrees to pay any and all applicable sales, excise, and use taxes. Customer agrees to provide Plavan with any and all certificates that may allow Customer to be exempt from certain State and/or Federal sales, excise or use taxes.

Initial \_\_\_\_\_



6390 Greenwich Dr, Suite 200  
San Diego, CA 92122

T 800.499.4645  
F 858.348.2596

PLAVAN.COM

4. **CREDIT SUSPENSION.** Plavan 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.
  5. **COLLECTION COSTS.** In the event Customer defaults in the terms of payment, Plavan may recover from Customer all penalties and service charges including, without limitation, reasonable attorney's fees as set forth herein.
  6. **CREDIT LINE.** Plavan may, at its option, increase or decrease the Customer's credit limit.
  7. **DISCLAIMER.** Plavan reserves the right to photograph, videotape, and/or voice record Customer and/or Customer's agents and/or Customer's equipment utilizing Plavan's facilities on Plavan's property for the purpose of surveillance, advertising or any other activity deemed appropriate by Plavan.
  8. **VENUE AND CHOICE OF LAW.** The parties agree that this Credit Application has been executed and delivered in, and shall be construed in accordance with the internal laws of the State of California as applied to contracts between California residents entered into and to be performed wholly within California. Applicant hereby consents to the jurisdiction of any local, state or federal court located within the county of San Diego, State of California; provided, however, nothing contained herein shall preclude Plavan from commencing any action hereunder in any Court having jurisdiction thereof.
  9. **FACSIMILE COPIES.** This Credit Application may be executed in any number of counterparts, any one of which shall be deemed to be the original, although others are not produced, and this Credit Application may be executed by facsimile transmission signature.
  10. **ADDITIONAL TERMS AND CONDITIONS.** In consideration of the utilization of Plavan cards, Customer and Plavan have entered into the following agreement ("Card Agreement").
    - I. Customer and its agents agree to follow all posted instructions for the fueling of vehicles and will comply with all safety procedures.
    - II. Customer hereby accepts the obligation and responsibility for payment for all fuel registered through the Plavan account number(s) assigned to Customer from Plavan. Customer will notify Plavan of any lost cards immediately upon determination that a Plavan 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 registered through the reported Plavan card until Plavan receives such written notice.
    - III. If a Plavan card account is invalidated, Customer must make written application to reinstate such card or account. Plavan reserves the right to refuse to reinstate any Plavan card or account. No invalidated card or account may be reinstated unless all monies owed are paid including all charges and fees.
    - IV. This Card Agreement can be cancelled upon 24-hour's written notice by Plavan or Customer. Should Customer cancel the Plavan account, all monies due will be paid within ten calendar days of such cancellation. Upon notice of such cancellation, Customer will return all Plavan cards to Plavan.
    - V. Customer understands and agrees that its right to use the Plavan card provided by Plavan may not be assigned.
    - VI. It is understood and agreed that all Plavan cards issued to Customer are the sole property of Plavan and must be surrendered upon demand.
    - VII. It is understood and agreed that all Plavan cards issued to Customer are issued solely for the business of Customer, as an accommodation to Customer.
    - VIII. Written notice as required in this Card Agreement will be deemed received by Plavan if a) by facsimile transmission, during Plavan's normal business hours; b) by overnight courier, on the next business day of deposit with courier; and c) by U.S. Post Office certified, return receipt mail, on date of the signed returned receipt.
    - IX. Customer accepts any and all liability arising or resulting from or related to the use, misuse, unauthorized use, loss or theft of any Plavan card resulting in access to the Plavan facility maintained and operated by Plavan. 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.
- Terms and Conditions** above agreed to without exception.

Signed by X \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

### PERSONAL GUARANTEE

Have you ever filed Bankruptcy?  No  Yes What Chapter? \_\_\_\_\_ Date of filing \_\_\_\_\_

**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 Plavan, the undersigned Guarantor agrees: (1) Guarantor is an officer and/or owner of Applicant; (2) Guarantor will act as a personal guarantor to Plavan, and guarantee prompt payment of any and all obligations now or hereafter owed by Applicant to Plavan, agreeing to make payment to Plavan of all sums, including, but not limited to, late charges and attorney fees unpaid to Plavan by Applicant upon the Applicant's default on any obligation to Plavan 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 Plavan on any obligation owed by Applicant; (5) Guarantor waives any right to insist that Plavan 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 Plavan 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 Plavan 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 Plavan 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 Plavan 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 Plavan, 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.**

Signed by X \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

### ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

Plavan is hereby authorized to pay and charge Customer's account electronically for properly supported charges due and owing Plavan 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 Plavan to charge debits to Customer's account at frequent intervals for varying amounts. It is acknowledged and accepted that the debits owed to Plavan will typically be paid on the due date or next business day. Plavan will notify Customer by fax of any and all impending debits. **THERE WILL BE A \$50 CHARGE BY Plavan FOR ANY ELECTRONIC TRANSFER RETURNED UNPAID.** In the event a debit is shown to be made erroneously, Plavan agrees to correct such error immediately.

Financial Institution Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_ Checking Account Number: \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

Signed by X \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_