



Coen Oil Company
 1045 West Chestnut Street
 Washington, PA 15301
 724-223-5500 ■ Fax: 724-223-5501 ■ www.coenoil.com ■ accountsreceivable@coenoil.com

COMMERCIAL CREDIT APPLICATION AND ACKNOWLEDGEMENT OF TERMS

| COMPANY INFORMATION AND CONTACT DETAILS | | | |
|---|--------------------------------|--|------------------------|
| Legal Name of Company (“Applicant”): | Telephone: | Fax: | Credit Limit Desired: |
| DBA, if applicable: | | Accounts Payable (“AP”) Contact Person: | |
| Type of Business: | Years in Business: | AP Contact E-mail: | AP Contact Phone/Extn: |
| Estimated Monthly Purchases: \$ _____ | | Taxable? Y/N If no, send Sales Tax Exemption Certificate with Credit Application | |
| Business Address (Street Number, Street, City, State, Zip Code): | | | |
| Business Premises (Check One): Owned: _____ Leased _____ | | If Leased, Name of Owner: | |
| Billing Address, if Different: | | | |
| Delivery Address, if Different: | | | |
| Has the Company ever filed for bankruptcy (corporate or personal)? | If yes, when and what chapter? | Federal Employer ID Number: * | |
| Name of Principal, Partner, Corporate Officer: | Social Security Number: | Title: | Telephone: |
| Additional Principals, Partners, Corporate Officers (attach additional pages as necessary): | Social Security Number: | Title: | Telephone: |



| | | | | |
|-----------------------------|----------------------|-------------------|-------------|-------------------------|
| Check one of the following: | Public _____ | Private _____ | LLC _____ | State of Incorporation: |
| | Proprietorship _____ | Partnership _____ | Other _____ | |
| | Corporation _____ | Non Profit _____ | | |

*Proprietorships, partnerships, and LLC's need to furnish social security numbers and sign personal guaranty.

PERSONAL GUARANTY

I, _____ in consideration of
(name)

_____ ("Company"), of which I am
(creditor)

_____ hereby personally guaranty the payment of all obligations of
(title)

Creditor to Coen Oil Company and I hereby agree to bind myself to pay on demand any sum which may become due to Coen Oil Company by the Creditor whenever the Creditor shall fail to pay the same. This guaranty shall be a continuing and irrevocable guaranty and action may be taken against me for any non-payment without notice thereof.

I hereby consent to any modification or renewal of the credit agreement hereby guaranteed and I will be responsible for any interest, attorney's fees or collection costs which Company shall be obligated to pay.

By signing below you agree to be personally liable for all charges incurred on this account and you further waive your right to and/or your company's right to notice and hearing in any civil collection action. In the event of a collection lawsuit you agree that statutory post judgment interest will accrue on any judgment obtained.

Sign: _____
Print Name:

(Date)

E-MAIL BILLING

Coen Oil Company has adopted the practice of sending customer billing via e-mail. Please provide the appropriate e-mail address(es):

| | |
|--|--|
| E-mail Address #1 for Customer Billing | |
| E-mail Address #2 for Customer Billing | |



ELECTRONIC FUNDS TRANSFER (“EFT”) – ACH DEBIT AUTHORIZATION AGREEMENT

Coen Oil Company commercial credit terms include the provision to be paid by EFT for products and services it sells.

I (we) hereby authorize Coen Oil Company to initiate debit entries to the Applicant’s checking and/or savings account indicated below from the named depository institution (referred to as the “Depository”) and do hereby instruct the Depository to make those debit entries to the same account. I (we) acknowledge that the origination of ACH transactions to the Applicant’s account must comply with the provisions of US law. This is a binding agreement that may be executed by facsimile.

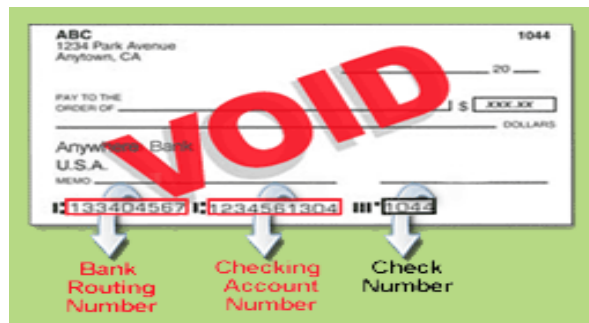
| | | | | |
|--|---------|---------------------------------------|--------|-----------|
| Depository Name: | Branch: | City: | State: | Zip Code: |
| ABA Bank Routing Number (see reference below): | | Account Number (see reference below): | | |

This authority is to remain in full force and effect until Coen Oil Company has received written notification from Applicant of its termination in such time and in such manner as to afford Coen Oil Company and Depository a reasonable opportunity to act on the notification. Notice of termination shall not affect debt entries initiated prior to actual receipt of notice. This agreement allows Coen Oil Company to charge debits to this account at frequent intervals for varying amounts owed for products or services that Coen Oil Company sells to Applicant. Applicant agrees to keep sufficient funds in the account to cover debit entries originated by Coen Oil Company, and further understands that a service charge will be assessed for each EFT that does not clear.

| | |
|------------------------------|---------------------------|
| Authorized Name: | Position: |
| Authorized Person Telephone: | Authorized Person E-mail: |

Authorized Signature: X _____ **Date:** _____

Print Name: _____



***Please attach a voided check similar to the above figure.**



CREDIT AGREEMENT TERMS & CONDITIONS AND AGREEMENT TO PAY CHARGES

As an inducement to Coen Oil Company (“Seller”) to provide credit terms available to the Applicant with respect to the sale of products and services by the Seller to the Applicant, both the Seller and the Applicant agree as follows:

1. Seller shall provide billing showing the amount due on all credit purchases.
2. Applicant hereby grants Seller a security interest in all products and materials sold by Seller. Further, Applicant hereby authorizes Seller on its behalf to execute Uniform Commercial Code Financing Statements and any and all other documents on behalf of the Applicant for the purpose of perfecting such security interest.
3. The Applicant agrees that a service charge of 1.0% per month (or 12% per annum, unless applicable state laws provide for an amount lower than such rate, in which case the amount of the service charge will be the maximum allowed by applicable state laws) on any past due, unpaid balances shall be applied to outstanding balances not paid on or before 15 days after the due date. This is not interest on a loan or a finance charge, but an agreed upon service charge between Applicant and Seller for the failure to timely pay for products and services received by Applicant.
4. Any order for products or services by Applicant shall constitute a representation that Applicant is solvent. Upon Seller’s request, Applicant shall furnish a written representation concerning its solvency at any time prior to shipment. If Applicant’s financial condition at any time does not justify continuance for the work to be performed by Seller hereunder on the agreed upon terms of payment, Seller may require full or partial payment in advance. In the event of Applicant’s bankruptcy or insolvency or in the event any proceeding is brought against Applicant, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller’s rights under this paragraph are in addition to all rights available to it in law or in equity.
5. A service charge of \$35.00 per instance will be charged to the Applicant for any dishonored EFT debit originations or checks.
6. Payment is due 30 days after the receipt of products and services provided by the Seller, unless otherwise agreed to in writing. These terms shall be updated, with reasonable notice, at Seller’s sole discretion.
7. In addition to any price specified herein, Applicant shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder, or Applicant shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.
8. Delivery of product to the Applicant may be made without obtaining a signature upon delivery. Delivery times are “best efforts” only. Seller shall be held harmless and no liability shall be sustained by Seller for any claims or damages whatsoever for failure(s) to fill an order and/or deliver at certain times.
9. All claims against Seller, including, but not limited to, claims for shortages and errors, shall be made within ten (10) days of delivery. Failure to make claim shall constitute acceptance of products and services and waive any such claims. **IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED**



EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWN TIME COSTS, OR CLAIMS OF APPLICANT'S CUSTOMERS OR APPLICANT FOR SUCH DAMAGES.

10. If the Applicant requests purchase orders for products and services purchased from Seller, it will deliver such purchase orders on a timely basis. Seller shall be held harmless and no liability shall be sustained by Seller for any claims or damages whatsoever for failure(s) to fill an order and/or deliver products or services based on the lack of a purchase order or its untimeliness. Seller will be held harmless for faulty/incorrect purchase orders associated with any unpaid balances on products and services delivered in good faith to the Applicant. Purchase orders required by the Applicant are the sole responsibility of the Applicant to track.
11. The Seller has the full right and authority to refer past due amounts owed to a third party collection agency should Applicant default on payment of any invoice. Further, Applicant agrees to pay all costs and expenses incurred by the Seller in any collection efforts, including, but not limited to, reasonable attorney fees, court costs, NSF costs, bank charges, or collection agency expenses.
12. Either party may terminate this Agreement for any reason and at any time. Any outstanding balances due, as of such termination date, shall be immediately due and payable.
13. This Agreement may not be modified except in writing and executed by the Seller.
14. This Agreement shall be construed in accordance with the laws of Pennsylvania. Any and all actions at law, suits in equity, or other judicial proceedings for any breach of or enforcement of this contract, or of any provision hereof, shall be instituted and maintained only in a court of competent jurisdiction located in Washington County, Pennsylvania, the county and state where this Agreement has been made and entered into and each party hereby waives any right to any change in venue. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or it is determined that the Applicant is in breach of same, the Seller shall be entitled to all attorney's fees and costs in addition to any other relief to which the Seller may be entitled.
15. Seller will comply with applicable federal, state and local laws and requirements as of the date of any quotation. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any laws or regulations. The delegation or assignment by Applicant of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.
16. This Agreement supersedes and cancels all prior communications between the parties except as specifically set forth on the face of this Agreement. No other terms or conditions except as set forth herein shall be binding unless made in writing and signed by the authorized representative of Seller. In the event these terms and conditions conflict with those of the Applicant, the terms or conditions of Seller shall control. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of the Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained therein.
17. **Fair credit reporting notice:** Please be advised that as a condition of application of credit, Seller will make inquiry with a credit reporting agency relative to the Applicant's current or former obligations. Applicant's application for credit will be accepted or denied based partially upon this information and Seller will comply with the Fair Credit Reporting Act and other applicable federal, state and local laws. Applicant is further advised



that Seller may also report its experience (e.g. payment history) to a credit-reporting agency as well. By signing below, Applicant acknowledges the acceptance of these terms and the receipt of both this notice and this credit agreement.

Applicant has read and understands the above terms and conditions and agrees unconditionally.

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|---|---------------------------------|
| Applicant Name: | Authorized Person/Position: |
| Applicant Address: | Authorized Person Phone/E-mail: |
| Authorized Signature: X _____ Date: _____ | |