



Application for New Account or Credit Terms and Account Agreement

1201 Royal Parkway, Ste 200 ♦ Euless, TX 76040
800-284-2540 ♦ (fax) 817-282-7497
www.RicochetFuel.com

Credit Card Accounts *must* complete Business Information.
Credit Terms *must* complete All Information on All Pages.

<i>Sales Rep.:</i>

BUSINESS INFORMATION				
<i>Legal Company Name</i>	<i>Taxpayer ID</i>	<i>Federal ID#</i>		
<i>Billing Address</i>	<i>City</i>	<i>State Abbrv</i>	<i>County</i>	<i>Zip</i>
<i>Physical Address</i>	<i>City</i>	<i>State Abbrv</i>	<i>County</i>	<i>Zip</i>
<i>Business Phone</i>	<i>Fax</i>	<i>Website</i>		
<i>Years in business:</i>	<input type="checkbox"/> <i>Corporation</i> <i>State of Incorporation</i>	<input type="checkbox"/> <i>Partnership</i>	<input type="checkbox"/> <i>Sole Proprietorship</i>	<input type="checkbox"/> <i>LLC</i>
<i>A/P Contact Name</i>	<i>Phone</i>	<i>Fax</i>	<i>E-Mail</i>	
<i>How often are checks cut?</i> DAILY <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY <input type="checkbox"/>		<i>Is a PO# REQUIRED?</i> YES <input type="checkbox"/> NO <input type="checkbox"/>		<i>Email for Invoices:</i>
OWNER(s) or PARTNERS Attach additional sheet if necessary				
<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>Social Security Number</i>	<i>% Ownership</i>
<i>First Name</i>	<i>MI</i>	<i>Last Name</i>	<i>Social Security Number</i>	<i>% Ownership</i>
BANK REFERENCE				
<i>Bank Name</i>		<i>Person to Contact</i>		<i>Phone</i> <i>Fax</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Acct # (REQUIRED)</i>
MAJOR CREDIT REFERENCES - NO CREDIT CARD REFERENCES				
<i>1) Company Name</i>		<i>Person to Contact</i>		<i>Phone</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Email</i>
<i>2) Company Name</i>		<i>Person to Contact</i>		<i>Phone</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Email</i>
<i>3) Company Name</i>		<i>Person to Contact</i>		<i>Phone</i>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Email</i>
Estimated Monthly Usage		Credit Limit Requested		
<i>If purchasing dyed/off-road diesel please provide a DD/End User # or Bonded User #:</i>				<i>(Please attach a copy)</i>
<i>DD/End User #</i>			<i>Bonded User #</i>	

CREDIT TERMS AND CREDIT AGREEMENT

In Consideration of the opening of a Delivered Fuels or CardLock account, and receiving any fuel cards, the undersigned, hereafter referred to as "Customer," agrees to the following terms in all credit transactions with Ricochet Fuel Distributors, Inc, hereafter referred to as Ricochet, unless otherwise agreed to in writing by authorized Company officers:

- **Payment Terms: NET 10 DAYS from date of delivery. Ricochet does not extend pay when paid terms. The terms of this Credit Application shall supersede and take precedence over any conflicting standard terms contained in any purchase order received.**
- In addition to the above listed payment terms Customer must maintain a balance within the credit limit established for the account.
- Ricochet reserves its right, at its sole discretion and without notice, to change credit limits or other credit terms at any time.
- Customer represents, warrants and acknowledges that credit extended by Ricochet will be for business purposes and not for personal, consumer or household purposes.
- By using CardLock cards, Customer hereby accepts the obligation and responsibility for full payment for all fuel registered through the Commercial Fueling Systems account number(s) assigned to Customer by Ricochet. Customer will notify Ricochet of any lost card immediately upon determination that a CardLock card has been lost or stolen. Notice may be given orally but must be confirmed in writing within 24 hours, by registered or certified mail. Customer agrees to pay for all products delivered through the Commercial Fueling System prior to such written notice.
- All debts and other obligations of any kind, regardless of credit limit requested or extended, are subject to the terms and conditions of this agreement. Written notification must be served on and received by Ricochet should applicant or guarantor wish to limit product deliveries. Applicant's or guarantor's obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice.
- The undersigned further agrees that Ricochet may assess a late fee of 1 ½% per month (18% annual rate) on all balances over 30 days at the end of each month; a handling charge of \$30 for each returned check or electronic funds transfer; and all collection costs and legal fees, which will be paid at the Ricochet headquarters office in Euless, Texas. Customer further agrees that this credit agreement is subject to and governed by the laws of the State of Texas and agrees to the jurisdiction and venue of Texas courts located in Tarrant County, Texas should any action on applicant's account be instituted. For each returned check Customer agrees Ricochet may collect the amount of the check plus the \$30 charge via electronic funds transfer.
- Ricochet offers Check by Phone and Check by Fax as payment options. In the event you choose to exercise these payment options this signed agreement shall serve as written permission.
- Ricochet offers Credit Card as a payment option. Payments made with this method will be assessed a Convenience Fee of 3% of the invoice total.
- Customer agrees to review all invoices and/or statements provided by Ricochet in either electronic or printed form, and to notify Ricochet not later than 10 calendar days after the date of each invoice and/or statement of any errors or disputes with respect to transactions and other information reflected therein. After 10 days, each such invoice and/or statement and the transaction therein shall be binding on customer.
- Customer is advised to be aware that at all retail locations, where the same pumps are being used for both retail and CardLock sales, the posted Price per gallon DOES NOT necessarily reflect the actual CardLock price per gallon. Prices posted on pump reflect cash or credit card pricing only - NOT CARDLOCK PRICES.
- I warrant the above information to be true, correct and complete and I authorize the references listed on this application to release to Ricochet information related to applicant's accounts. I authorize Ricochet to secure information regarding applicant's or guarantor's credit history from any commercial or consumer reporting agency or trade organization and authorize the release of information regarding applicant's account with Ricochet to such agencies.
- This agreement is determined to be entered into only upon the execution by Ricochet at its headquarters in Euless, Texas. It is also understood and agreed between the parties that any CardLock cards issued are solely for the business of the customer as an accommodation to the customer.

The person executing this agreement has the authority to bind Customer and is authorized by the Customer to enter into the credit application terms and conditions.

Please Print Name & Title

Signature

CompanyName

Date

Continuing Personal Guaranty: Your signature below unconditionally guarantees the payment when due of all charges for the account of said applicant for goods sold and delivered on or after this date. The Credit Terms and Credit Agreement above is hereby incorporated and made a part of this guaranty. Guarantor's obligations under this guaranty are independent of those of applicant.

Guarantor's signature

Print Name only

Cell Phone

Guarantor's Home Address

City

State

Zip