

THE McPHERSON COMPANIES, INC

CREDIT APPLICATION



PLEASE MAIL ORIGINAL TO:

THE McPHERSON COMPANIES, INC.

5051 CARDINAL STREET
TRUSSVILLE, AL 35176

Attention: CREDIT DEPARTMENT

Phone: (205) 661-4400
Fax: (205) 661-4598

Salesman Name: _____ Sales Number: _____

Requested Credit Requirements \$ _____

Schedule Delivery: Yes No EQ \$ _____ Date: _____

Customer (Legal Name): _____

Trade Name (if different): _____

Billing Address: _____

Address City State Zip Code (9 digits required)

Shipping Address: _____

Address City State Zip Code (9 digits required)

County: _____ Phone Number: () _____ Fax Number: () _____

Contact: _____ Accounts Payable E-Mail address: _____

(Required)

Is a Purchase Order Number Required? Yes No Job Name: _____

Is ship-to address in: City Limits? Yes No Police Jurisdiction? Yes No

*Are you Sales Tax Exempt? Yes No If yes, Sales Tax Exemption # (not FEI#) _____

If tax exempt, please send a copy of sales tax exemption certificate (ST-5) with application.

*Sales Tax: ___% State ___% County ___% City *Mfg. Rate: ___% State ___% County ___% City

(If you are an Alabama customer purchasing product that is taxed at the manufacturing rate, please explain in writing which products qualify & why in a separate rate attachment.) *If you are an Alabama lube customer, do you qualify for the low rate on Alabama Lube Tax? Yes No If yes, please send details in a separate attachment.

Florida Fuel Deliveries – Please include your seven-digit DEP (Dept. of Environmental Protection) Facility #: _____

ORGANIZATIONAL FORM

Date Business Started or Incorporated: _____ (Please check business type below)

Corporation: Partnership: Proprietorship: Government: Other:

FEI# _____ or, If Sole Proprietor, Social Security Number: _____ - _____ - _____

If **Corporation**, name of principal shareholder: _____ Percentage: _____

Address: _____ Phone # () _____

Address City State Zip Code

If **Partnership**, name(s) of General Partner(s): *** Please use the reverse side for additional names ***

Name(s): _____ Percentage: _____

Address: _____ Phone # () _____

Address City State Zip Code

If Company is a **division, or affiliate** of any other company, list the parent company's name:

Name: _____ Contact: _____

Address: _____ Phone # () _____

Address City State Zip Code

PRINCIPAL BANK: _____ Name on Account: _____

Account Number: _____ Contact: _____ Phone # () _____

Address: _____ Fax # () _____

Address City State Zip Code

TRADE REFERENCES

1. Oil/Fuel Supplier: _____ Phone #: () _____

Address: _____ Fax # () _____

Address City State Zip Code

2. Supplier: _____ Phone #: () _____

Address: _____ Fax # () _____

Address City State Zip Code

3. Supplier: _____ Phone #: () _____

Address: _____ Fax # () _____

Address City State Zip Code

By execution of this agreement, Customer and Guarantor(s), unconditionally, jointly and severally, agree to pay and guarantee full and prompt payment of all sums which may, from time to time, be owing to The McPherson Companies, Inc. ("McPherson") by Customer and Guarantor(s). Such sums include but are not limited to, payment for petroleum products obtained from McPherson and applicable interest penalties or service charges. Customer and Guarantor(s) agree to each of the following: (1) To pay a service charge of \$30 on any returned check or other item. (2) The extension of credit to Customer and Guarantor(s) is at the sole discretion of McPherson, and, that the extension of credit or the terms thereof may be withdrawn or changed by McPherson at its sole discretion. (3) Customer and Guarantor(s) will provide current financial statements to McPherson as requested. (4) Customer and Guarantor(s) authorize any bank, credit reporting agency, commercial business or other person with whom Customer and Guarantor(s) have dealt to give any information necessary to McPherson in its credit investigation. (5) Omission of any requested information above could result in delay or denial of the credit application.

Customer and Guarantor(s) agree to pay the full amount due, according to the terms indicated on any invoices or billing statements. Customer and Guarantor(s) agree to pay interest at an annual rate of 18 percent (1 ½ % per month), or such other rate as set forth in the billing statement, on the past due balance until paid. By signing this agreement, Customer and Guarantor(s) acknowledge understanding that this interest charge does not reflect any extension of credit, but a procedure to ensure all statements are paid promptly when due. If McPherson uses an attorney or collection agency to collect any overdue amount from Customer and/or Guarantor(s), Customer and Guarantor(s) agree to pay reasonable attorney fees and costs of collection incurred, including interest, plus court costs. No notice of acceptance need be given any Guarantor(s). In consideration of charges allowed and to be allowed to the Customer and Guarantor(s) named herein, Guarantor(s) hereby guarantee(s) payment of all amounts due McPherson as to indebtedness incurred subsequent to such delivery. Any disputed charges must be identified by Customer within 10 days of invoice date. After 10 days, all charges are binding and uncontestable. Notwithstanding any provision in this agreement, the total liability for payments of interest and payments deemed to be interest by applicable law, shall not exceed the limit imposed by applicable usury laws. In the event the total liability for payments of interest and payments deemed to be interest by applicable law, shall, for any reason whatsoever, result in an effective rate of interest which exceeds the limit imposed by the applicable usury laws, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be deemed to have been applied, immediately upon receipt of such sums by The McPherson Companies, Inc., as a credit on the principal due.

The terms and provisions on both sides of this agreement and guarantee will be governed by the laws of Alabama. Customer and Guarantor(s) have provided information on the reverse side for the purpose of obtaining credit and authorizes McPherson to investigate and make inquiry to Customer and Guarantor(s)'s credit record and credit reporting agency and report to proper persons and bureaus its performance of this agreement. **CUSTOMER ACKNOWLEDGES THAT McPHERSON WILL REPLY UPON ALL INFORMATION PROVIDED HEREIN BY CUSTOMER AND GUARANTOR(S), AND WARRANTS THAT SAID INFORMATION IS TRUE AND CORRECT.** In consideration of McPherson selling products to Customer, the Customer and Guarantor(s) agree to McPherson's payment terms and conditions hereof and as described on any billing statements, regarding all purchases made by Customer, on Customer's behalf. Any claim for defective products or any other claim are deemed waived by Customer and Guarantor(s) unless made within 10 days from the Customer's purchase of the products or services giving rise to the claim. This is a binding agreement that may be executed by facsimile and be binding on the parties. The Customer shall deliver the original to McPherson within 48 hours of execution.

I/We hereby authorize McPherson to conduct a credit inquiry from any trade or credit reporting facility and authorize the bank and references listed above to release information related to my/our account. I/We further agree to be bound by all the terms and conditions listed on this credit application and agreement (including the reverse side).

CUSTOMER'S SIGNATURE	GUARANTOR'S SIGNATURE	PRINTED NAME
PRINTED NAME	GUARANTOR'S SOCIAL SECURITY NUMBER	DATE SIGNED
CUSTOMER'S TITLE	Address: _____ Street Address	
DATE SIGNED	City	State
	Phone # (____) _____	Zip code
	Bank Name: _____	
	Bank Account Number: _____	

WITNESS TO CUSTOMER'S SIGNATURE
PRINTED NAME
DATE SIGNED



WITNESS TO GUARANTOR'S SIGNATURE
PRINTED NAME
DATE SIGNED