



Colonial Oil Industries, Inc.

A Subsidiary of Colonial Group, Inc.

101 N. Lathrop Avenue (31415)
P.O. Box 576
Savannah, Georgia 31402
912-236-1331
www.colonialoilindustries.com

Credit Application

Date: _____

Sales Rep. _____

COMPANY INFORMATION

Customer Company Name: _____

Db name, if applicable: _____ D & B Number _____

Parent Company, if applicable: _____

Type of entity (check one) Corporation LLC Partnership Sole Proprietorship

Billing Address: _____

City _____ County _____ State _____ Zip _____

Corporate Office Address: _____

City _____ County _____ State _____ Zip _____

Phone with area code: _____ Fax with area code: _____

Web address: _____

Federal ID Number: _____ Number of years in business: _____

CREDIT INFORMATION

Credit Line Requested: _____ *Contact information of the person that can provide financial statements:* _____

Company Principals:

Name	Title	Phone	Email

References:

Bank Reference Name	Phone	Fax Number
Account Number:	Contact:	Email:
Trade Reference Company Name	Phone	Email or Fax Number
1.		
2.		
3.		

Has your company, its parent, or affiliates ever filed bankruptcy? YES NO If yes, when? _____

Purchasing Agent Contact Name: _____

Purchasing Agent Phone: _____ Email: _____

Accounts Payable Contact Name: _____

Accounts Payable Phone: _____ Email: _____

PRODUCT NEEDS INFORMATION

Projected COI Volume _____ Gals. _____ Gasoline _____ Distillates _____ Residuals _____

Preferred Notification and Document Delivery Method (Please specify email or DTN): _____

Price: _____

Invoice: _____

EFT: _____

Account to be approved at the following locations:

Terminal	Destination State	SCAC & FEIN of Carrier	Products
_____	_____	_____	_____
_____	_____	_____	_____

Please check one: Customer is a Reseller Consumer

PREAUTHORIZED PAYMENT SYSTEM AUTHORIZATION AGREEMENT

I (we), hereinafter called CUSTOMER, hereby authorize COLONIAL OIL INDUSTRIES, INC, hereinafter called COLONIAL, to originate debit entries to CUSTOMER'S account at CUSTOMER'S institution listed below, hereafter the BANK, to compensate COLONIAL against any and all accounts and balances maintained at any time by COLONIAL for any amounts due and owing by CUSTOMER to COLONIAL, with such credit entries being made to COLONIAL'S account at:

BANK OF AMERICA, N.A. TRANSIT/ABA NO.: 111000012 ACCOUNT NO: ending in 1517

Each entry initiated shall be accompanied by COLONIAL'S invoice number(s) and amount to be debited and no single entry initiated under this agreement shall be in excess of the amount due, provided that the failure to give such notice shall not invalidate any action taken by COLONIAL, effect CUSTOMER'S liable for any amounts owed, or render COLONIAL liable to CUSTOMER or any other party. CUSTOMER further certifies and agrees that the BANK has been contacted and authorized to accept such debit entries from COLONIAL and COLONIAL shall not be liable for any loss, interest, and/or charge arising out of COLONIAL acting in reliance of the authority given herein. TO PROPERLY IDENTIFY BANK ACCOUNT AND ROUTING NUMBERS, A VOID CHECK IS ATTACHED. This agreement shall be effective beginning with COLONIAL'S invoice date on or after the submission and approval of this application and shall remain in effect until ten (10) days after your BANK, at the address shown below, has received written cancellation from CUSTOMER (said cancellation must also be provided to COLONIAL), and all purchases from COLONIAL prior to receipt of cancellation have been paid in full. CUSTOMER understands that this service is governed by the rules of the Automated Clearing House, and COLONIAL can terminate or modify it at any time. It is further understood that this agreement is subject to continuing credit approval by COLONIAL.

Bank Name: _____

Bank Address: _____

Bank Contact: _____

Bank ABA (Routing) Number: _____

Bank Account Number: _____

Customer E-mail Address(es) to send Draft Notices: _____

Customer Payment Contact Name/Phone Number: _____

Credit Terms and Conditions

In consideration of the premises and as an inducement to establish an account relationship, the individual or entity described herein as the "Customer" does hereby agree that:

The information given herein is offered as part of a request by Buyer for an extension of credit for commercial business use and is certified, represented and warranted to be true, correct, and complete. Buyer and/or all Guarantors authorize Colonial to investigate all credit references and other sources pertaining to Buyer's and Guarantor(s)' credit and/or financial responsibility and authorizes Buyer's and Guarantor(s)' banks and trade creditors to provide Colonial with complete information for the purpose of credit evaluation. **THE GENERAL TERMS AND CONDITIONS FOR PRODUCT SALES BY COLONIAL LOCATED AT COLONIALOILINDUSTRIES.COM ARE INCORPORATED HEREIN BY REFERENCE, MADE A PART OF THE AGREEMENT BETWEEN BUYER AND COLONIAL, AND SHALL APPLY TO AND GOVERN ALL BUYER'S PURCHASES FROM COLONIAL. SUCH GENERAL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY COLONIAL FROM TIME TO TIME, AND THE TERMS AND CONDITIONS APPLICABLE TO EACH NEW PURCHASE BY BUYER WILL BE THOSE IN EFFECT ON SAID WEB PAGE UPON THE EARLIER OF BUYER'S RECEIPT OF PRODUCT, COLONIAL'S DELIVERY TO OR FOR THE BENEFIT OF BUYER OF PRODUCT, OR BUYER'S PAYMENT FOR PRODUCT. BUYER SHOULD REVIEW THE TERMS AND CONDITIONS PRIOR TO EACH PURCHASE REQUEST.** While the General Terms and Conditions may be viewed, downloaded and printed from colonialoilindustries.com, Colonial will provide a copy of the General Terms and Conditions and updates thereto upon request. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an original, and by executing and delivering this Agreement or by requesting, purchasing, receiving or paying for products or services from Colonial, the undersigned agrees to be bound hereby and by the General Terms and Conditions, as the same may be changed from time to time as aforesaid.

Signature	Title
Printed Name	Date

<i>COI Internal Use Only:</i>	P.O. Required? YES _____ NO _____
COI Sales Representative:	
Credit Limit as Approved:	
Payment Terms as Approved:	
Approved By/Date:	

TAX/LICENSE INFORMATION

Company Name:	FEIN:
Address:	

State Tax ID Summary

State	Gasoline	Diesel Fuel	Sales Tax	Exporter	Distributor	Importer

NOTE: PLEASE ATTACH COPIES OF ALL EXEMPTION CERTIFICATES AND LICENSES.

WITHOUT PROPER DOCUMENTATION, APPROPRIATE TAXES AND INSPECTION FEES WILL BE CHARGED.

Tax Contact: _____

Phone: _____

Email: _____

GUARANTY

Purchaser: _____ ("Purchaser")
Guarantor: _____ ("Guarantor")
Beneficiary: Colonial Oil Industries, Inc. and/or its affiliates (collectively and individually, "Colonial")

For good and valuable consideration and in order to induce Colonial to sell goods or services to Purchaser in such amounts and on such credit, payment or other terms as Colonial may in its sole discretion approve, extend, increase, decrease, waive or otherwise modify from time to time, Guarantor hereby unconditionally and absolutely guarantees to Colonial the full and prompt payment and/or performance, when due, of all indebtedness, obligations, covenants and duties of Purchaser to Colonial, whether now existing or hereafter created or arising, as well as all costs and expenses of or incidental to the collection or enforcement of any of the foregoing or the enforcement or collection of this Guaranty, including reasonable attorneys' fees actually incurred and costs of litigation generally, whether or not suit is filed or on appeal (collectively and individually, the "Obligations"). Guarantor waives presentment, demand, protest, and all notices of any kind or nature. Colonial may, from time to time without notice to Guarantor, extend, modify, release, waive, increase, decrease, renew or compromise, in whole or in part, the Obligations, any terms or requirements related thereto, any collateral for any of the Obligations, Purchaser's credit limit, and/or any present or future terms or conditions of sales or credit to Purchaser or payment, in each case without releasing, discharging, extinguishing, modifying or affecting in any way this guaranty agreement or Guarantor's liability hereunder. This guaranty is a continuing, absolute, and unconditional guarantee and will remain in effect until all Obligations to Colonial have been satisfied in full. Guarantor's liability hereunder shall not be discharged, reduced, affected or impaired by any act, failure to act, neglect or omission by or on the part of Colonial or any other person or entity which but for this provision might or could in law or in equity act to release or reduce Guarantor's liabilities hereunder or otherwise constitute a legal or equitable discharge of a surety or guarantor under applicable law or this agreement. Colonial shall not be required to resort or look for payment and/or other performance to Purchaser, any other guarantor, or any collateral prior to enforcing this Guaranty against Guarantor. So long as any Obligations are due and owing or to become due and owing by Purchaser to Colonial, Guarantor shall not, without Colonial's written consent, collect from Purchaser, by subrogation or otherwise, any claim or debt acquired by Guarantor through the payment of Obligations or otherwise. The liability of the Guarantor hereunder shall be reinstated to the extent Colonial hereof is required at any time to disgorge or repay any amounts then previously received in payment of the Obligations, for any reason, including, without limitation, amounts recovered pursuant to preference claims in connection with bankruptcy proceedings of the Purchaser. No waiver of or failure on the part of Colonial to exercise, and no delay in exercising, any right or remedy hereunder shall operate as or constitute in any way a discharge or waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by a related document or by law. If there is more than one guarantor of the Obligations, Guarantor's obligations hereunder shall be joint and several. Guarantor irrevocably agrees that the direct and/or indirect consideration to Guarantor from providing this guaranty has been received and is legally sufficient in all respects and waives any right to hereafter contest the receipt or sufficiency thereof. This guaranty shall be governed by the laws of Georgia, without reference to the conflicts or choice of law principles thereof, any legal proceeding with respect to this guaranty shall be brought in the federal or state courts of Chatham County, State of Georgia, and each party consents to the jurisdiction and venue of said courts. This guaranty shall not be construed against any party as the drafter, constitutes the entire and complete agreement between the parties hereto regarding the subject matter hereof and may be modified only in a writing signed by Guarantor and Colonial. This agreement shall be binding upon and inure to the benefit of the heirs, estate, legal representatives, successors, and assigns of the Guarantor and Colonial but may not be assigned or delegated by Guarantor without Colonial's prior written consent. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an executed delivered original. Executed by Guarantor under seal as follows:

Signed, sealed and delivered in the presence of:

GUARANTOR

Notary Public / Witness

Guarantor's signature (L.S.)

Printed Name

Guarantor's printed name

Address

Guarantor's Address

Date

Date

Social Security Number (for credit reporting purposes)

COLONIAL OIL INDUSTRIES, INC. EQUIPMENT LICENSE AGREEMENT

This equipment license agreement made and entered into by and between Colonial Oil Industries Inc., a Georgia Corporation and the licensor (“COI” or “LICENSOR”), and _____, the licensee (“CUSTOMER” or “LICENSEE”). For and in consideration of the promises and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, COI and CUSTOMER agree as follows.

- 1) COI hereby grants to CUSTOMER a revocable license to use equipment listed in Attachment A or provided to CUSTOMER as part of any work or service order after the date of this agreement (the “Equipment”). The Equipment shall remain the property of COI and shall not be removed from the location delivered without the express written consent of COI. CUSTOMER, at its expense, shall pay for all permits, licenses, taxes and assessments on the Equipment and will reimburse COI in a timely manner for any such expenses paid on behalf of CUSTOMER. CUSTOMER agrees that Equipment shall be used solely for the storage and dispensing of products purchased from COI and for no other purpose.
- 2) CUSTOMER accepts delivery of the Equipment in its present condition. While the Equipment is in CUSTOMER’S possession, CUSTOMER agrees to protect the Equipment from fire, water intrusion, flood, hurricane, tornado, wind or rain damage and from vandalism, theft or mysterious disappearance. CUSTOMER is responsible for ANY damage to equipment while in the CUSTOMER’S possession. Should any of the above incidents occur to lose or destroy the Equipment or its product content, CUSTOMER agrees to replace the Equipment or pay COI for the Equipment at COI’s cost to replace the Equipment and assume responsibility for damages due to contaminated product.
- 3) THE GENERAL TERMS AND CONDITIONS FOR PRODUCT SALES BY COLONIAL OIL INDUSTRIES INC. LOCATED AT [HTTP://COLONIALFUELS.COM/GTC](http://colonialfuels.com/gtc) ARE INCORPORATED HEREIN BY REFERENCE, MADE A PART OF THE AGREEMENT BETWEEN BUYER AND COI, AND SHALL APPLY TO AND GOVERN ALL BUYER’S PURCHASES FROM COI. SUCH GENERAL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY COI FROM TIME TO TIME, AND THE TERMS AND CONDITIONS APPLICABLE TO EACH NEW PURCHASE BY BUYER WILL BE THOSE IN EFFECT ON SAID WEB PAGE UPON THE EARLIER OF BUYER’S RECEIPT OF PRODUCT, COI’S DELIVERY TO OR FOR THE BENEFIT OF BUYER OF PRODUCT, OR BUYER’S PAYMENT FOR PRODUCT. BUYER SHOULD REVIEW THE TERMS AND CONDITIONS PRIOR TO EACH PURCHASE REQUEST OR WORK ORDER. While the General Terms and Conditions may be viewed, downloaded and printed from <http://colonialfuels.com/gtc>, COI will provide a copy of the General Terms and Conditions and updates thereto upon request. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an original, and by executing and delivering this Agreement or by requesting, purchasing, receiving or paying for products or services from COI, the undersigned agrees to be bound hereby and by the General Terms and Conditions, as the same may be changed from time to time as aforesaid.
- 4) A fair and reasonable charge will be made for delivery of tank, pick-up of tank, service calls, parts, and labor due. Service charges shall apply to service calls including but not limited to those related to negligence or misuse of equipment by CUSTOMER. This negligence includes but is not limited to that of CUSTOMER’S employees, agents, patrons and visitors.
- 5) CUSTOMER will comply with all laws, ordinances, and regulations applicable to the Equipment or Customer’s use thereof throughout the term of this agreement, including but not limited to applicable environmental laws, rules and regulations. COI shall not be responsible for any loss, spill or release of any fuel, oil, ATF, DEF, grease, gear lube, anti-freeze, undercoating, rustproofing, or other product or things caused by or resulting from in any way any failure or malfunction of the Equipment or any use of the Equipment while in CUSTOMER’S possession or on CUSTOMER’S premises, and CUSTOMER will defend, hold harmless and indemnify COI from and against any claims, demands, losses, fines, penalties, costs, expenses or liabilities of any nature arising from any of the same, including but not limited to reasonable attorney’s fees. It is recommended for CUSTOMER’S own protection that the air supply be cut off from the pumps whenever they are not being used.
- 6) COI shall not be liable to CUSTOMER or CUSTOMER’S employees, agents, customers, suppliers, contractors, patrons, visitors, or to any other person whomsoever for any injury to person or damage to property on or about the CUSTOMER’S premises resulting in any way from the use or possession of the Equipment while in CUSTOMER’S

possession or on CUSTOMER'S premises. CUSTOMER will defend, hold harmless and indemnify COI from any claims, demands, losses, fines, penalties, costs, expenses or liabilities of any nature arising from any of the same, including but not limited to reasonable attorney's fees.

- 7) **DEFAULT, TERMINATION, REMEDIES:** Either CUSTOMER or COI may terminate this agreement at any time for any or no reason upon at least 5 days advance written notice. If one or more of the following events occur, CUSTOMER will be deemed for all purposes to be in default hereof, and COI, at its option and without any further or advance notice, will have good cause and the right to terminate this agreement, to take possession of and pick up the Equipment, and/or take such other action as may be permitted under this agreement, in equity or at law.
- i) CUSTOMER fails to make any payment to COI within terms or files Bankruptcy.
 - ii) CUSTOMER fails to meet monthly volume throughput requirements established in Attachment A
 - iii) CUSTOMER violates or otherwise fails to comply with any material requirement imposed upon or promise made by it in this Agreement including utilizing equipment for products not purchased from COI.
 - iv) CUSTOMER (i) becomes insolvent (defined for purposes hereof as failure to meet its obligations as the same fall due); (ii) files a pleading or creates any document admitting an allegation of insolvency; (iii) makes an assignment for the benefit of creditors or applies for, consents to or suffers the appointment of a receiver or trustee for any part of its property or assets; or (iv) fails to satisfy or to appeal from any judgment or attachment within thirty days from the date of entry.
- 8) CUSTOMER shall not assign, transfer, convey or sublet any interest in this agreement or any portion hereof, without the prior written consent of COI, which will not be unreasonably withheld.
- 9) The terms and covenants in this agreement shall survive any termination of this agreement and CUSTOMER grants COI the right to enter onto the premises where the Equipment is located and remove the same upon termination.

ATTACHMENT A

In addition to any equipment delivered as part of a work or service order after the date of this agreement, the "Equipment" means and includes the items listed below, which Equipment the CUSTOMER agrees shall, at all times, reside at the location it was delivered unless prior written consent is given by COI.

Quantity	Serial Number	Description	Monthly Volume Throughput

LICENSOR:

LICENSEE:

Colonial Oil Industries Inc. _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

EXECUTED the _____ day of _____, 20_____