



# 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](http://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:**

<b>Terminal</b>	<b>Destination State</b>	<b>SCAC &amp; FEIN of Carrier</b>	<b>Products</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please check one: Customer is a Reseller \_\_\_\_\_ Consumer \_\_\_\_\_

**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:

1. **Scope of Agreement.** The covenants and conditions herein delineated shall govern all account transactions with Colonial Oil Industries, Inc. (hereinafter referred to as "Colonial") and no modification or waiver thereof shall be effective unless made in writing and duly executed by Customer and Colonial.
2. **Warranties.** Customer understands that Colonial, in opening an account for Customer shall rely on all information supplied to Colonial by Customer either in this data sheet or pursuant to financial statements or other financial references requested by this data sheet and, therefore, warrants that all such information is true and correct.
3. **Credit Investigation.** Customer hereby authorizes Colonial to review financial statements and investigate bank and trade references, and credit reporting agencies pertaining to the credit and financial responsibility of the Customer.
4. **Written Contracts, Verbal Agreements, Modification.** All account transactions shall be in writing, and each such written agreement (hereinafter referred to as a "Contract") shall constitute the entire and complete agreement between the parties and shall supersede any prior oral or written agreement between the parties with respect to the services or products contemplated in such agreement. No verbal understandings or agreements may change the terms, covenants, and conditions set forth in any such contract, and NO MODIFICATION OR WAIVER OF SUCH CONTRACT'S TERMS AND CONDITIONS shall be effective unless made in writing and duly executed by all parties thereto. Customer expressly agrees and understands that Colonial's sales representatives have no authority to modify or waive any Contract's terms or conditions.
5. **Type of Contract.** This is not a requirements contract. Customer is not obligated to purchase from Colonial and Colonial may refuse or discontinue sales to Customer at any time without notice.
6. **Choice of Law.** It is the intention of the parties hereto that the terms of this Agreement are to be construed in accordance with and governed by the laws of the State of Georgia.
7. **Interest.** The undersigned Customer agrees that all account balances which are unpaid thirty days after the due date as shown on the applicable invoice will be charged and shall accrue interest at a rate of 1.5 percent per month, from the due date.
8. **Attorney's Fee.** The undersigned Customer agrees that if Colonial Oil Industries, Inc. places any past due account with Customer in the hands of any attorney and/or collection agency for collection, and if said account is not paid in full within five days from the date written demand is placed in the mail by such attorney, then Customer agrees to pay, in addition to the account balance indebtedness, a reasonable collection and/or attorney's fee of the obligation outstanding.

Signature	Title
Printed Name	Date

\*\*\*\*\*

<b>COI Internal Use Only:</b>	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
Alabama						
Florida						
Georgia						
Kentucky						
North Carolina						
South Carolina						
Tennessee						
Virginia						
West Virginia						

***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)