



Swink-Quality Oil and Gas  
203 West Broad Avenue  
Rockingham, N.C. 28379  
(910) 997-3101  
FAX (910) 895-7476

Quality-Oil and Gas  
17600 Andrew Jackson Highway  
P. O. Box 949  
Laurinburg, N.C. 28353  
(910) 276-6045  
FAX (910) 277-0269

Quality-Oil and Gas  
1512 West Fifth Street  
Lumberton, N.C. 28358  
(910) 739-7446  
FAX (910) 739-0371

www.qualityoilandgas.com

**Commercial Credit Application**

Legal Name of Business \_\_\_\_\_ Trade Name(DBA) \_\_\_\_\_

Business Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**TYPE OF BUSINESS** \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Proprietorship **Fed ID/ SSN#** \_\_\_\_\_

Incorporation Date \_\_\_\_\_ If subsidiary, name parent company \_\_\_\_\_

**PROPRIETOR, PARTNERS OR CORPORATE OFFICERS (Please provide an alternate address where we may reach you.)**

Name 1. _____	Name 2. _____
Title _____	Title _____
Street _____	Street _____
City, State, Zip _____	City, State, Zip _____
Phone _____	Phone _____
Email _____	Email _____

**REFERENCE #1** Firm Name \_\_\_\_\_ Account# \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ FAX# \_\_\_\_\_

**REFERENCE #2** Firm Name \_\_\_\_\_ Account# \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ FAX# \_\_\_\_\_

**REFERENCE #3** Firm Name \_\_\_\_\_ Account# \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ FAX# \_\_\_\_\_

**CREDIT INFORMATION** Financial Statement Enclosed\* \_\_\_ Yes \_\_\_ No

Credit Line Requested \_\_\_\_\_ Listed in Dun & Bradstreet \_\_\_ Yes \_\_\_ No If yes, Please list Duns # \_\_\_\_\_

*Request for credit line over \$20,000 requires two previous years tax records or financial statements.*

**\*Any financial statement submitted with this application will facilitate the establishment of your account and will be relied upon by Quality Oil & Gas Company. Any such statements will be kept strictly confidential.** Permission is herewith granted to obtain credit information from all listed references, credit reporting agencies and banking institution(s). All financial information submitted in support of this new account and credit application is true and complete in all respects. My account is subject to a late charge of 1.5% per month (18% per annum) on all past due statements. Furthermore, I understand that Quality Oil & Gas Company has the right to discontinue service if my account is past due and Interest shall accrue at the maximum lawful rate for all unpaid invoices from the due dates thereof. Applicant agrees to pay, in addition to such interest amounts, all collection fees, attorney fees, and court costs incurred by Quality Oil & Gas Company.

**Please Sign Below:** *I have read the "Account Terms and Conditions", and having authority to act on behalf of the company, I agree to all of those terms and conditions. Further, we authorize you to share the information contained in this application with your affiliates for purposes of account set up and establishment of credit.*

X \_\_\_\_\_ Signature of Authorizing Officer (required) Please Print

Officer Name Date

## Account Terms and Conditions

1. Swink-Quality Oil & Gas Company and Quality Oil & Gas Company are understood and agreed to be registered tradenames of Quality Oil & Gas Company.
2. The customer and each guarantor unconditionally, jointly, and severally guarantee full and prompt payment of all sums which may, from time-to-time, be owing to Quality Oil & Gas Company by the customer as a result of this agreement.
3. Customer will receive an invoice depending on Customer's credit arrangements with Quality Oil & Gas Company. Copies of receipts for transactions will not be provided.
4. Customer agrees to pay the full amount due in U. S. Dollars according to the following terms: Net 10 days. Payments shall be made to Quality Oil & Gas Company by delivery in person, pre authorized credit card, automatic bank account draft or mail to the address shown on the statement. If this amount is not received by Quality Oil & Gas Company by the due date shown on the statement, customer and guarantors agree to pay interest on the past due balance at an annual rate of the greater of 18% or the maximum allowed by law, until the balance is paid in full. All payments will be applied to the balances on your account in the manner we determine. Applicant agrees to pay, in addition to such interest amounts, all collection fees, attorney fees, and court costs incurred by Quality Oil & Gas Company.
5. Notwithstanding any provision in this agreement to the contrary, 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 law. In the event the total liability for payments of interest and payments deemed 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 law, 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 Quality Oil & Gas Company (and shall be applied), as a credit on the principal due or thereafter arising on Customer's account.
6. Payments received on a regular business day will be credited to customer's account within 5 business days.
7. If Quality Oil & Gas Company must use an attorney or collection agency to collect any overdue amount from customer and/or any guarantors, customer and each guarantor agree to pay reasonable attorney fees and costs of collection incurred by Quality Oil & Gas. Customer and/or guarantor waive privilege of being sued in their County or City of residence. It is stipulated and agreed that the courts, general, district and circuit of the County of Richmond, North Carolina shall be an appropriate venue for any actions at law between the parties and especially for any actions to collect sums alleged owing on open account by customer and/or guarantor to Quality Oil & Gas Company, but this shall be non-exclusive and shall not preclude the use of other appropriate venues pursuant to North Carolina law. This provision shall be material to any decision to extend credit to customer based upon this credit application. No notice of acceptance hereof need be given any guarantor. In consideration of charges allowed and to be allowed to the customer, the guarantor hereby personally guarantees payment of all amounts due Quality Oil & Gas Company.
8. Customer must notify Quality Oil & Gas Company of any disputed charge(s) within 60 days after the date of the statement or invoice on which such charge(s) first appeared. After 60 days, all charges are considered valid and no adjustments will be made. Notice to Quality Oil & Gas Company of a disputed charge shall be given by customer in writing and shall include the following information: customer's name and account number; the dollar amount of the disputed charge; the reason customer is disputing the charge; and a copy of the statement or invoice on which the disputed charge appears. Notices should be mailed to the following address: 203 West Broad Avenue, Rockingham, N.C. 28379
9. Customers and guarantors shall be responsible for any unauthorized uses of a lost or stolen fuel card, which occur prior to Customer's notification to Quality Oil & Gas Company of such loss or theft. Customer and guarantors each agree that they shall notify Quality Oil & Gas Company upon learning of unauthorized use of card(s). Such notice must include the card number of each lost or stolen card.
10. Fuel cards are to be used solely for the conduct of customer's business by the employees of customer. It shall be customer's responsibility to ensure that its employees use the card in compliance with customer's business policies, and these Account Terms and Conditions. Any dispute in this regard shall be resolved between customer and its employees. Customer shall still be responsible to Quality Oil & Gas Company for payment of all such charges.
11. Customer certifies that everyone using a card issued in the name of customer will be taught all safety regulations issued by Quality Oil & Gas Company to ensure safe operation of all Quality Oil & Gas Company fueling sites.
12. Customer warrants that it is a governmental body or a licensed commercial enterprise, and that the system shall be used only by the commercial enterprise or governmental body in its business, and the fuel obtained will not be made available for personal use.
13. Quality Oil & Gas Company maintains the absolute right, exercisable in its sole discretion, to interrupt or terminate use of any and all cards issued to customer.
14. If any portion of this agreement is subsequently held to be invalid, such determination shall not affect the other provisions of these Account Terms and Conditions, which shall remain in full force and effect.
15. These terms and conditions will be interpreted applying North Carolina law, without regard to the conflict of laws provisions thereof.
16. You promise to make purchases only up to your assigned credit limit. We can increase or decrease your credit limit at any time.
17. To the extent permitted by law, the following fees may be charged to your account as applicable  
Returned check fee – If you make a payment with a check and the check is returned unpaid, you agree to pay a returned check fee of \$35.00.  
You may be charged \$3.00 for each new or replacement fueling cards.
18. You agree to notify us in writing of any change in your address. In the absence of any written notice from you of a change in address, we will have fulfilled any duty to give you any required notice or statement by sending it to you at the address shown on our records.
19. We may change the terms of this agreement at any time to the extent permitted by law. The new terms (including finance charge or other charges) will at our option apply to the balance of your account when the new terms become effective and will apply to all purchases made after that date. If notice of the new terms is required by law, we will send the notice to your address shown in our records.

*I have read the "Account Terms and Conditions", and having authority to act on behalf of the company, I agree to all of those terms and conditions. Further, we authorize you to share the information contained in this application with your affiliates for purposes of account set up and establishment of credit.*

X

Print Officer Name Date

Signature of Authorizing Officer (required) Please



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## Continuing Guaranty (Individual)

**Please Note: This Individual Continuing Guaranty may be required of the principal applicant(s) who is (are) the principle(s) or owner(s) of a small and/or closely held corporation or limited liability company where the corporation/ LLC has insufficient credit, capital or capacity to support, on its own, the requested credit line. Please do not execute or forward this Individual Continuing Guaranty to Quality Oil & Gas Company until required.**

For valuable consideration, each of the undersigned ("Guarantor"), jointly and severally, unconditionally guarantees to Quality Oil & Gas Company("the Creditor") the full, prompt, and complete payment and performance of all sums, moneys, notes, loans, indebtedness, leases, or lease payments that shall at any time be due and payable to the Creditor and its successors and assigns, from ("Debtor"), whether now owing or hereafter contracted, absolute or contingent, including all liabilities or obligations that Debtor has incurred or may incur or from other dealings by which the Creditor may become in any manner a creditor of Debtor (collectively the "Obligations"). Guarantor further agrees to verification of their credit worthiness through credit reporting agencies.

This Guaranty is a continuing guaranty and shall not be considered wholly or partially satisfied by the payment at any time of any sum or amount, due or hereafter owing upon any Obligation, but shall continue until terminated by written notice actually received by the Creditor and shall then continue, notwithstanding such termination, as to any Obligation created or incurred by Debtor prior to such receipt of termination.

To the extent permitted under applicable law, Guarantor waives: (i) notice of acceptance, all notices and consents of any kind, protest, dishonor, non-payment, and demand for presentment; (ii) until the Obligations are irrevocably paid in full any claim, right, or remedy which Guarantor may now have or hereafter acquire against Debtor including the right of subrogation; and (iii) all exemptions, homestead laws, and defenses given to sureties and guarantors other than the complete fulfillment performance and payment of all Obligations.

The liability of each Guarantor is direct and unconditional. Guarantor acknowledges that the Creditor would not have entered into any transaction with Debtor without this Guaranty and that the Obligations are of substantial benefit to Guarantor. The Creditor may proceed against each Guarantor without resorting to any other right, remedy, security, or entity. All of the Creditor's remedies for the Obligations or this Guaranty are cumulative. Guarantor agrees that the Creditor may extend any deadline or payment due date, modify any agreement, defer acceleration, postpone the enforcement of any agreement, and release or add any collateral and any party primarily or secondarily liable without affecting the liability of any Guarantor. There are no conditions precedent to this Guaranty.

Guarantor represents and warrants to the Creditor that this Guaranty has been duly executed and delivered and is enforceable against Guarantor in accordance with its terms. In the event of any dispute regarding this Guaranty, Guarantor agrees to pay all costs and expenses of the Creditor, (including reasonable attorney's fees and expenses) incurred in connection with such dispute, regardless of whether litigation or other action is instigated.

This Guaranty constitutes the entire agreement of the Guarantor regarding the guaranty of Debtor's Obligations. No amendment, modification or waiver of any provision of this Guaranty shall be valid unless in writing and executed by an officer of the Creditor. This Guaranty shall extend to and bind the heirs, executors, and administrators, successors and assigns of each of Guarantor and the Creditor.

This Guaranty shall be governed by the internal laws of the State of North Carolina. Any provisions contrary to, prohibited by, or invalid under applicable laws or regulations shall be revised to the minimum extent necessary to make such provision enforceable, but shall not invalidate the remaining provisions of this Guaranty.

The undersigned agrees to pay all expenses for collection fees (including attorney fees) incurred by Quality Oil & Gas Company, which the parties hereby fix at 25% of any balance due plus court costs in addition to the past due balance owed by applicant, or in enforcing this Guaranty Agreement

**Time is of the essence of this Guaranty.**

Signature of Guarantor \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

SSN: \_\_\_\_\_

SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**Signatures(s) of Guarantor(s) are required to be either notarized or witnessed by two (2) witnesses.**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that [name(s)] \_\_\_\_\_

personally appeared and executed this Guaranty before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_.

Signature of Notary Public \_\_\_\_\_ [SEAL]